

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM298346

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|---|---------------------------------------|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE BY SECURED PARTY | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| THE BANK OF NEW YORK MELLON | | 07/27/2012 | CORPORATION: NEW YORK |
| RECEIVING PARTY DATA | | | |
| Name: | CEI-KIDS, LLC | | |
| Street Address: | 2182 ROUTE 35 | | |
| City: | SOUTH HOLMDEL | | |
| State/Country: | NEW JERSEY | | |
| Postal Code: | 07733 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: NEW JERSEY | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1835928 | KID CARE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 9175223163 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 212 735-8763 | | |
| Email: | msegui@morrisoncohen.com | | |
| Correspondent Name: | Lila Subramanian | | |
| Address Line 1: | 909 Third Avenue | | |
| Address Line 4: | New York, NEW YORK 10022 | | |
| ATTORNEY DOCKET NUMBER: | 022061-0005(RMASON/LSUB) | | |
| NAME OF SUBMITTER: | Lila Subramanian | | |
| SIGNATURE: | /Lila Subramanian/ | | |
| DATE SIGNED: | 03/17/2014 | | |
| Total Attachments: 7 | | | |
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TRADEMARK

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**RELEASE OF SECURITY INTEREST IN TRADEMARKS AND PATENTS
(SECOND LIEN)**

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS AND PATENTS (SECOND LIEN) (this "Release") is made as of July 27, 2012, by **THE BANK OF NEW YORK MELLON**, as administrative and collateral agent (in such capacities "Collateral Agent"), under the Credit Agreement (as described below), in favor of **CEI-KIDS, LLC**, a New Jersey limited liability company ("CEI Kids"), **COSMETIC ESSENCE, LLC**, a Delaware Corporation ("Cosmetic Essence") and **AMC BEAUTY, LLC**, a New Jersey limited liability company ("AMC" and, together with CEI Kids and Cosmetic Essence, "Grantors"). Capitalized terms used herein but not defined herein shall have the meaning ascribed to them in the Credit Agreement (as described below).

WHEREAS CEI Holdings Inc. ("Parent"), Aphrodite Cosmetic Holdings Inc. ("Aphrodite"), Adonis Holdings Inc. ("Adonis"), the financial institutions named therein (the "Lenders"), and Collateral Agent, as administrative agent and collateral agent for the Lenders, have entered into that certain Term Loan Credit Agreement, dated as of September 30, 2010 (said Term Loan Credit Agreement, as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Parent for the benefit of certain of its subsidiaries, including the Grantors; and

WHEREAS, CEI Kids, Cosmetic Essence and AMC have executed and delivered a Subsidiary Guaranty, dated as of September 30, 2010 (said Subsidiary Guaranty, as amended, restated, supplemented or otherwise modified from time to time), in favor of Collateral Agent for the benefit of the Beneficiaries (therein described), pursuant to which Grantors have guaranteed the prompt payment and performance when due of all obligations of Parent under the Credit Agreement and the other Loan Documents; and

WHEREAS, Grantors have granted security interests in the Released Collateral (as hereinafter defined) pursuant to the terms of the following agreements (such agreements, the "Security Agreements"): (i) that certain Grant of Patent Security Interest (Second Lien), dated as of September 30, 2010, pursuant to which Cosmetic Essence granted Collateral Agent, for the benefit of the Lenders, a security interest in all of Cosmetic Essence's Patent Collateral, as defined therein, (the "Patent Collateral"); (ii) that certain Grant of Trademark Security Interest (Second Lien), dated as of September 30, 2010, pursuant to which Cosmetic Essence granted Collateral Agent, for the benefit of the Lenders, a security interest in all of Cosmetic Essence's Trademark Collateral, as defined therein (together with the Patent Collateral, the "Cosmetic Collateral"); (iii) that certain Grant of Trademark Security Interest (Second Lien), dated as of September 30, 2010, pursuant to which CEI Kids granted Collateral Agent, for the benefit of the Lenders, a security interest in all of CEI Kids' Trademark Collateral, as defined therein (the "CEI Kids Collateral"); and (iv) that certain Grant of Trademark Security Interest (Second Lien), dated as of September 30, 2010, pursuant to which AMC granted Collateral Agent, for the benefit of the Lenders, a security interest in all of AMC's Trademark Collateral, as defined therein (together with the Cosmetic Collateral and the CEI Kids Collateral, the "Released Collateral"); and

WHEREAS, Collateral Agent now desires to release in its entirety its liens on and security interests in, to and under the Released Collateral and the Security Agreements.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Collateral Agent hereby agrees as follows:

1. Acknowledgment; Release of Security Interest. Collateral Agent hereby, without representation, warranty or recourse, whether express, implied or statutory, terminates and releases in its entirety all of Collateral Agent's liens on and security interests in all of each Grantors' rights, titles and interests in, to and under the Released Collateral, as applicable, including, but not limited to those patents and trademarks set forth on Exhibit A hereto.

2. Recordation. Collateral Agent authorizes and requests that the Commissioner for Trademarks at United States Patent and Trademark Office (the "USPTO"), the Commissioner for Patents at the USPTO, and any other applicable government officer record this Release.

3. Governing Law. This Release is to be governed and construed in accordance with the laws of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed **THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS AND PATENTS (SECOND LIEN)** as of the day and year first above written.

THE BANK OF NEW YORK MELLON
as Collateral Agent

By: 

Name:

Eddie Wang

Title:

Vice President

EXHIBIT A

COSMETIC ESSENCE, LLC

UNITED STATES PATENTS:

Registrations:

| Owner | Registration Number | Patent |
|-----------------------|----------------------------|---|
| Cosmetic Essence, LLC | U.S. Patent 4,974,981 | Cosmetic Powder Brush with Metered Powder Dispenser |

Applications:

| Owner | Application Number | Patent |
|-----------------------|--|---|
| Cosmetic Essence, LLC | Patent App. No. 11/821704 | Cosmetic Compositions Containing Channel Blockers |
| Cosmetic Essence, LLC | Patent App. No. 11/8211671 | Cosmetic Compositions Containing Hyaluronic Acid |
| Cosmetic Essence, LLC | U.S. Provisional Patent App. No. 11/907407 | Eye Lift Cosmetic Compositions and Methods of Use |

UNITED STATES TRADEMARKS:

Registrations:

| Owner | Registration Number | Description | |
|-----------------------|----------------------------|------------------------|---------------------|
| Cosmetic Essence, LLC | Reg. #2,668,478 | Cosmetic Essence, Inc. | Registered 12/31/02 |
| Cosmetic Essence, LLC | Reg. #2,692,969 | C.E.I. | Registered 3/4/03 |
| Cosmetic Essence, LLC | Reg. #2,690,649 | Cosmetic Essence, Inc. | Registered 2/25/03 |

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|-----------------------|------------------|---|--------------------|
| Cosmetic Essence, LLC | Reg. #3,060,946 | Coconut Twist | Registered 2/21/06 |
| Cosmetic Essence, LLC | Ser. #77/701085 | Glamourganic | Filed 3/27/09 |
| Cosmetic Essence, LLC | Ser. #78/773,226 | Simply | Filed 12/14/05 |
| Cosmetic Essence, LLC | Reg. #2828037 | The Fun Kids Want. The Quality Parents Demand | Registered 3/30/04 |

OTHER TRADEMARKS:

Registrations:

| Owner | Registration Number | State / Country | Description |
|-----------------------|---------------------|-----------------|-------------|
| Cosmetic Essence, LLC | #92429890 | France | Kid Care |
| Cosmetic Essence, LLC | #648727 | Italy | Kid Care |
| Cosmetic Essence, LLC | #92/5504 | South Africa | Kid Care |

Trade Names:

1. Cosmetic Essence, LLC trades under the names "CEI Packaging," "MHI," "MHI, Inc. Division" and "MHI Division."
2. Cosmetic Essence, LLC trades under the name "CEI Distributors."

Domain Names:

Domain Name Registrations

| Entity | Domain Name | Filing Date |
|-----------------------|-------------------------|-------------|
| Cosmetic Essence, LLC | www.cosmeticessence.com | 9/15/99 |
| Cosmetic Essence, LLC | www.cosmeticessence.net | 1/20/03 |
| Cosmetic Essence, LLC | www.cosmeticessence.org | 1/20/03 |

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|-----------------------|--------------------------|---------|
| Cosmetic Essence, LLC | www.cosmeticessence.biz | 1/20/03 |
| Cosmetic Essence, LLC | www.ceicosmetics.com | 1/4/01 |
| Cosmetic Essence, LLC | www.ceifilling.com | 1/4/01 |
| Cosmetic Essence, LLC | www.ceimanufacturing.com | 1/4/01 |
| Cosmetic Essence, LLC | www.cosmetic-essence.com | 2/17/96 |
| Cosmetic Essence, LLC | www.ceidistribution.com | 8/7/99 |
| Cosmetic Essence, LLC | www.mhipkg.com | 6/20/02 |

CEI-KIDS, LLC

UNITED STATES TRADEMARKS:

Registrations:

| Owner | Registration Number | Description | |
|---------------|----------------------------|---------------------|--------------------|
| CEI-Kids, LLC | Reg. #1835928 | Kid Care (stylized) | Registered 5/10/94 |

OTHER TRADEMARKS:

Registrations:

| Owner | Registration Number | State / Country | Description |
|---------------|----------------------------|------------------------|--------------------|
| CEI-Kids, LLC | TMA592377 | Canada | Sport for Kids |
| CEI-Kids, LLC | #1493311 | Argentina | Kid Care |
| CEI-Kids, LLC | #519906 | Benelux | Kid Care |
| CEI-Kids, LLC | #TMA508141 | Canada | Kid Care |
| CEI-Kids, LLC | #110520 | Greece | Kid Care |

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|---------------|----------|-------|----------|
| CEI-Kids, LLC | #1713720 | Spain | Kid Care |
|---------------|----------|-------|----------|

Trade Names:

1. CEI-Kids, LLC uses the name "Kid Care."

Domain Names:

| Entity | Domain Name | Filing Date |
|---------------|----------------------|-------------|
| CEI-Kids, LLC | www.kidcarebrand.com | 10/20/00 |

AMC BEAUTY, LLC

UNITED STATES TRADEMARKS:

Registrations:

| Owner | Registration Number | Description | |
|-----------------|---------------------|--------------------|--------------|
| AMC Beauty, LLC | Ser. #78/905,135 | Royale Bee Company | Filed 6/9/06 |