

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM300059

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Carol's Daughter Holdings, LLC		03/31/2014	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Siena Lending Group LLC		
<b>Street Address:</b>	1177 Summer Street		
<b>Internal Address:</b>	Attn.: Steven Sanicola		
<b>City:</b>	Stamford		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06905		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 25</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3775386	ALMOND COOKIE	
Registration Number:	3093049	BEAUTY BY NATURE	
Registration Number:	4036241	BEAUTY BY NATURE	
Registration Number:	3740937	BRING IN THE MOISTURE	
Registration Number:	3314668	CANDY PAINT	
Registration Number:	3536178	CANDY PAINT, WHERE COLOR MEETS THERAPY	
Registration Number:	3090260	CAROL'S DAUGHTER	
Registration Number:	3090258	CAROL'S DAUGHTER	
Registration Number:	3966379	CAROL'S DAUGHTER BEAUTY BY NATURE	
Registration Number:	3776234	CAROL'S DAUGHTER THE BACK ROOM HAND & FO	
Registration Number:	3185813		
Registration Number:	3959641	GODDESS FLOWER	
Registration Number:	4089057	MARGUERITE'S MAGIC	
Registration Number:	3865908	MY LIFE	
Registration Number:	4067465	MY LIFE	
Registration Number:	4113158	MY LIFE BLOSSOM	
Registration Number:	4023898	ONE TOUGH NUT	
Registration Number:	3674533	PEARLS BY CAROL'S DAUGHTER	
<b>TRADEMARK</b>			

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Property Type	Number	Word Mark
Registration Number:	3618388	SOME OF MARGUERITE'S MAGIC
Registration Number:	3930163	SUGAR-DIPPED VANILLA
Registration Number:	3618387	TUI
Registration Number:	3704428	WASH AWAY THE OIL
Registration Number:	3618457	WHERE COLOR MEETS THERAPY
Serial Number:	85199185	BEAUTY BY NATURE
Serial Number:	85088289	CAROL'S DAUGHTER PRESENTS LISA'S KITCHEN

#### CORRESPONDENCE DATA

**Fax Number:** 2155648120

***Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.***

**Phone:** 215-564-8136

**Email:** kgibson@stradley.com

**Correspondent Name:** Christine McDevitt, Esquire

**Address Line 1:** 2600 One Commerce Square

**Address Line 2:** Stradley Ronon Stevens & Young, LLP

**Address Line 4:** Philadelphia, PENNSYLVANIA 19103-7098

<b>ATTORNEY DOCKET NUMBER:</b>	187251-0005
<b>NAME OF SUBMITTER:</b>	Christine McDevitt
<b>SIGNATURE:</b>	/s/ Christine McDevitt
<b>DATE SIGNED:</b>	04/02/2014

#### Total Attachments: 8

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## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (the "Agreement"), dated as of March 31, 2014, is made by and between Carol's Daughter Holdings, LLC, a Delaware limited liability company ("Guarantor"), and Siena Lending Group LLC, a Delaware limited liability company ("Lender").

### Recitals

A. Guarantor and Lender are, among others, parties to a Loan and Security Agreement, dated as of the date hereof, among Lender, Carol's Daughter Online, LLC, a Delaware limited liability company ("Online"), and Carol's Daughter Product, LLC, a New York limited liability company ("Product") (Online and Product are individually and collectively and jointly and severally referred to herein as "Borrower"), and Guarantor (as amended, supplemented or restated from time to time, the "Loan Agreement") dated the same date as this Agreement, setting forth the terms on which Lender may now or hereafter extend credit to or for the account of Borrower.

B. As a condition to extending credit to or for the account of Borrower, Lender has required the execution and delivery of this Agreement by Guarantor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All capitalized terms used in this Agreement that are not otherwise defined herein shall have the meanings given to them in the Loan Agreement. In addition, the following terms have the meanings set forth below:

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of Guarantor's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit A.

2. Security Interest. Guarantor hereby irrevocably pledges and assigns to, and grants Lender a security interest (the "Security Interest") with power of sale to the extent permitted by law, in the Trademarks to secure payment of the Obligations. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Representations, Warranties and Agreements. Borrower represents, warrants and agrees as follows:

(a) (b) **Trademarks.** Exhibit A accurately lists all Trademarks owned or controlled by Guarantor as of the date hereof and accurately reflects the existence and status of

Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit A need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to Guarantor's or any Affiliate's business(es). If after the date hereof, Guarantor owns or controls any Trademarks not listed on Exhibit A (other than common law marks which are not material to Guarantor or any Affiliate's business(es)), or if Exhibit A ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then Guarantor shall promptly provide written notice to Lender with a replacement Exhibit A, which upon acceptance by Lender shall become part of this Agreement.

(c) **Affiliates.** As of the date hereof, no Affiliate owns, controls, or has a right to have assigned to it any items that would, if such item were owned by Guarantor, constitute Trademarks. If after the date hereof any Affiliate owns, controls, or has a right to have assigned to it any such items, then Guarantor shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to Guarantor; or (ii) notify Lender of such item(s) and cause such Affiliate to execute and deliver to Lender a trademark security agreement substantially in the form of this Agreement.

(d) **Title.** Guarantor has absolute title to each Trademark listed on Exhibit A, free and clear of all Liens except Permitted Liens. Guarantor (i) will have, at the time Guarantor acquires any rights in Trademarks hereafter arising, absolute title to each such Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Trademarks free and clear of all Liens except Permitted Liens.

(e) **No Sale.** Guarantor will not assign, transfer, encumber or otherwise dispose of the Trademarks, or any interest therein, without Lender's prior written consent.

(f) **Defense.** Guarantor will at its own expense and using commercially reasonable efforts, protect and defend the Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(g) **Maintenance.** Guarantor will at its own expense maintain the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to trademark registrations and applications therefor. Guarantor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing Lender: (i) sufficient written notice, of at least 30 days, to allow Lender to timely pay any such maintenance fees or annuities which may become due on any Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable. Notwithstanding the foregoing, Guarantor may, in the course of its ordinary and reasonable business activities, abandon the use of any trademark that is not material to its or its Affiliates' business without any obligation to Lender to report the same or to permit Lender to take any action on its behalf.

(h) **Lender's Right to Take Action.** If Guarantor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of

fifteen (15) calendar days after Lender gives Guarantor written notice thereof (or, in the case of the agreements contained in subsection (g), immediately upon the occurrence of such failure, without notice or lapse of time), or if Guarantor notifies Lender that it intends to voluntarily abandon a Trademark, Lender may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of Guarantor (or, at Lender's option, in Lender's own name) and may (but need not) take any and all other actions which Lender may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(i) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, Guarantor shall pay Lender on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by Lender in connection with or as a result of Lender's taking action under subsection (h) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by Lender at the Default Rate.

(j) **Power of Attorney.** To facilitate Lender's taking action under subsection (h) and exercising its rights under Section 6, Guarantor hereby irrevocably appoints (which appointment is coupled with an interest) Lender, or its delegate, as the attorney-in-fact of Guarantor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of Guarantor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by Guarantor under this Section 3, or, necessary for Lender, after an Event of Default, to enforce or use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Trademarks to any third party. Guarantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Loan Agreement as provided therein and the payment and performance of all Obligations.

4. **Guarantor's Use of the Trademarks.** Guarantor shall be permitted to control and manage the Trademarks, including the right to exclude others from making, using or selling items covered by the Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs.

5. **Events of Default.** Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Loan Agreement, shall occur; or (b) Guarantor shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. **Remedies.** Upon the occurrence of an Event of Default and at any time thereafter, Lender may, at its option, take any or all of the following actions:

(a) Lender may exercise any or all remedies available under the Loan Agreement and the other Loan Documents.

(b) Lender may sell, assign, transfer, pledge, encumber or otherwise dispose of the Trademarks.

(c) Lender may enforce the Trademarks and any licenses thereunder, and if Lender shall commence any suit for such enforcement, Guarantor shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement.

7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Lender. A waiver signed by Lender shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Lender's rights or remedies. All rights and remedies of Lender shall be cumulative and may be exercised singularly or concurrently, at Lender's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Guarantor under this Agreement shall be given in the manner and with the effect provided in the Loan Agreement. Lender shall not be obligated to preserve any rights Guarantor may have against prior parties, to realize on the Trademarks at all or in any particular manner or order, or to apply any cash proceeds of the Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Guarantor and Lender and their respective participants, successors and assigns and shall take effect when signed by Guarantor and delivered to Lender, and Guarantor waives notice of Lender's acceptance hereof. Lender may execute this Agreement if appropriate for the purpose of filing, but the failure of Lender to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by Guarantor shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of the State of New York without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

**THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.**

[Signatures follow on next page]

IN WITNESS WHEREOF, the parties have executed this Trademark Security Agreement as of the date written above.

SIENA LENDING GROUP LLC

By: 

Name: Anthony Lavinio

Its: Authorized Signatory

By: 

Name: Steven Sanicola

Its: Authorized Signatory

CAROL'S DAUGHTER HOLDINGS, LLC

By: \_\_\_\_\_

Name: John D. Elmer

Title: Chief Financial Officer

Signature Page to Trademark Security Agreement

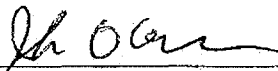
IN WITNESS WHEREOF, the parties have executed this Trademark Security Agreement as of the date written above.

SIENA LENDING GROUP LLC

By: \_\_\_\_\_  
Name: Anthony Lavinio  
Its: Authorized Signatory

By: \_\_\_\_\_  
Name: Steven Sanicola  
Its: Authorized Signatory

CAROL'S DAUGHTER HOLDINGS, LLC

By:  \_\_\_\_\_  
Name: John D. Elmer  
Title: Chief Financial Officer

Signature Page to Trademark Security Agreement



## EXHIBIT A

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS

Mark	Registration/Serial Number	Registration Date
ALMOND COOKIE	3,775,386	April 13, 2010
BEAUTY BY NATURE	3,093,049	May 16, 2006
BEAUTY BY NATURE	4,036,241	October 4, 2011
BEAUTY BY NATURE	Serial - 85/199,185	December 16, 2010
BRING IN THE MOISTURE	3,740,937	January 19, 2010
CANDY PAINT	3,314,668	October 16, 2007
CANDY PAINT, WHERE COLOR MEETS THERAPY	3,536,178	November 25, 2008
CAROL'S DAUGHTER	3,090,260	May 9, 2006
CAROL'S DAUGHTER (STYLIZED AND FLOWER DESIGN)	3,090,258	May 9, 2006
CAROL'S DAUGHTER BEAUTY BY NATURE	3,966,379	May 24, 2011
CAROL'S DAUGHTER PRESENTS LISA'S KITCHEN	Serial - 85/088,289	July 20, 2010
CAROL'S DAUGHTER THE BACK ROOM HAND & FOOT SPA	3,776,234	April 13, 2010
FLOWER DESIGN	3,185,813	December 19, 2006
GODDESS FLOWER	3,959,641	May 10, 2011
MARGUERITE'S MAGIC	4,089,057	January 17, 2012
MY LIFE	3,865,908	October 19, 2010
MY LIFE	4,067,465	December 6, 2011
MY LIFE BLOSSOM	4,113,158	March 13, 2012
ONE TOUGH NUT	4,023,898	September 6, 2011
PEARLS BY CAROL'S DAUGHTER	3,674,533	August 25, 2009
SOME OF MARGUERITE'S MAGIC	3,618,388	May 12, 2009
SUGAR-DIPPED VANILLA	3,930,163	March 8, 2011
TUI	3,618,387	May 12, 2009
WASH AWAY THE OIL	3,704,428	November 3, 2009

WHERE COLOR MEETS THERAPY	3,618,457	May 12, 2009
JUST FINE	8,533,6010	June 2, 2011