

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM302217

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PH BEAUTY LABS, INC.		04/21/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	AVIDBANK		
Street Address:	50 West San Fernando Street		
Internal Address:	Suite 850		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Serial Number:	86186918	PSSSST!	
Registration Number:	3312341	BEAUTIFUL BATH	
Registration Number:	3083623	PSSSSST!	
Registration Number:	3143193	FREEMAN BARE HANDS	
Registration Number:	3777298	GOODSTUFF ORGANICS	
Registration Number:	2948725	(PH) BEAUTY LABS	
Registration Number:	2318576	VITA-K SOLUTION	
Registration Number:	2197110	FREEMAN	
Registration Number:	1983825	BARE FOOT	
Registration Number:	1872177	FREEMAN BEAUTIFUL SKIN	
Serial Number:	77825051	ECLOS	
Registration Number:	3995536	C.BOOTH	
CORRESPONDENCE DATA			
Fax Number:	8585506420		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	858-550-6403		
Email:	erin.obrien@cooley.com		
Correspondent Name:	Erin O'Brien		
TRADEMARK			

CH \$315.00 86186918

Address Line 1: c/o Cooley LLP
Address Line 2: 4401 Eastgate Mall
Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER: 308866-172 PH BEAUTY

NAME OF SUBMITTER: ERIN O'BRIEN

SIGNATURE: /Erin O'Brien/

DATE SIGNED: 04/21/2014

Total Attachments: 5

source=PH Beauty Labs signed IPSA#page1.tif
source=PH Beauty Labs signed IPSA#page2.tif
source=PH Beauty Labs signed IPSA#page3.tif
source=PH Beauty Labs signed IPSA#page4.tif
source=PH Beauty Labs signed IPSA#page5.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of April 21, 2014 by and between AVIDBANK, a California corporation ("Bank") and PH BEAUTY LABS, INC., a Delaware corporation ("Grantor").

RECITALS

Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor (as amended from time to time, the "Loan Agreement") dated of even date herewith. Capitalized terms used herein have the meaning assigned in the Loan Agreement. Bank is willing to make the financial accommodations to Grantor, but only upon the condition, among others, that Grantor grants to Bank a security interest in all of Grantor's right, title, and interest in, to and under all of the Collateral whether presently existing or hereafter acquired

NOW, THEREFORE, Grantor agrees as follows:

AGREEMENT

To secure performance of Grantor's obligations under the Loan Agreement, Grantor grants to Bank a security interest in all of Grantor's right, title and interest in Grantor's intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits). This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. Each right, power and remedy of Bank provided for herein or in the Loan Agreement shall not preclude the simultaneous or later exercise by Bank of any or all other rights, powers or remedies.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.


[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

Address of Grantor:

1964 Westwood Blvd., Suite 300
Los Angeles, CA 90025
Attn: Douglas Hosking, CEO

PH BEAUTY LABS, INC.

By: 
Print Name: DOUGLAS HOSKING
Title: CEO

Address of Bank:

50 West San Fernando Street, Suite 850
San Jose, California 95113
FAX: 408-200-7399
Attn: Jon Krogstad

AVIDBANK

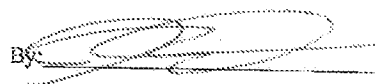
By: 
Print Name: JON KROGSTAD
Title: SVP

EXHIBIT A

Copyrights

Please Check Box if No Copyrights Exist

Title	Registration Number	Registration Date
-------	---------------------	-------------------

EXHIBIT B

Patents

Please Check Box if No Patents Exist

<u>Title</u>	<u>Serial/ Patent Number</u>	<u>Application/ Issue Date</u>
--------------	------------------------------	--------------------------------

EXHIBIT C

Trademarks

Please Check Box if No Trademarks Exist

<u>Description</u>	<u>Serial / Registration Number</u>	<u>Application /Registration Date</u>
PSSSST!	86/186,918	02/06/14
BEAUTIFUL BATH	3,312,341	10/16/07
PSSSST!	3,083,623	04/18/06
FREEMAN BARE HANDS	3,143,193	09/12/06
GOODSTUFF ORGANICS	3,777,298	04/20/10
(PH) BEAUTY LABS	2,948,725	05/10/05
VITA-K SOLUTION	2,318,576	02/15/00
FREEMAN	2,197,110	10/20/98
BARE FOOT	1,983,825	07/02/96
FREEMAN BEAUTIFUL SKIN	1,872,177	01/10/95
ECLOS	77,825,051	01/11/2011
C.BOOTH	3,995,536	07/19/2011