

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM304510

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Personal Care Products, LLC		04/03/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association, as administrative agent		
Street Address:	800 Nicollet Mall		
Internal Address:	Mail Stop BC-MN-H03Q		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	85363337	DRUGSTORE-RX	
Registration Number:	4458161	HEALTHY WAY	
Registration Number:	4073166	NATURAL ESSENCE BY PERSONAL CARE	
Registration Number:	4373717	PURE CLEAN FUN	
Registration Number:	1612574	SALON PROFESSIONAL	
Registration Number:	4502509	TOP TO BOTTOM	
Registration Number:	4254755	VAGI-CARE	
CORRESPONDENCE DATA			
Fax Number:	6123408827		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	612.492.6842		
Email:	ip.docket@dorsey.com		
Correspondent Name:	Jeffrey R. Cadwell		
Address Line 1:	Dorsey & Whitney LLP		
Address Line 2:	50 South Sixth Street, Suite 1500		
Address Line 4:	Minneapolis, MINNESOTA 55402-1498		
ATTORNEY DOCKET NUMBER:	059235-10071		

OP \$190.00 85363337

NAME OF SUBMITTER:	Jeffrey R. Cadwell
SIGNATURE:	/Jeffrey R. Cadwell/
DATE SIGNED:	05/14/2014
Total Attachments: 5 source=Confirmatory Grant of Security Interest in Trademarks (exec)-v1#page1.tif source=Confirmatory Grant of Security Interest in Trademarks (exec)-v1#page2.tif source=Confirmatory Grant of Security Interest in Trademarks (exec)-v1#page3.tif source=Confirmatory Grant of Security Interest in Trademarks (exec)-v1#page4.tif source=Confirmatory Grant of Security Interest in Trademarks (exec)-v1#page5.tif	

**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (the "Confirmatory Grant") is made effective as of April 3, 2014, by and from PERSONAL CARE PRODUCTS, LLC, a Delaware limited liability company (the "Grantor"), to and in favor of U.S. BANK NATIONAL ASSOCIATION, a national banking association (the "Grantee") for itself and as Administrative Agent for the Banks (as defined in the Credit Agreement referenced below).

WHEREAS, the Grantor, the Banks, and the Grantee entered into a Credit Agreement dated as of December 7, 2010 (as amended, supplemented or otherwise modified prior to the date hereof, the "Existing Credit Agreement");

WHEREAS, the Grantor, the Banks, and the Grantee entered into a Pledge and Security Agreement and Irrevocable Proxy dated as of December 7, 2010 (as amended or modified from time to time prior to the date hereof, the "Existing Security Agreement");

WHEREAS, the Grantor, the Banks, and the Grantee have agreed to amend and restate the Existing Credit Agreement by entering into an Amended and Restated Credit Agreement, dated as of the date hereof (as the same has been and may hereafter be amended, supplemented, extended, restated, or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, the Grantor, the Banks, and the Grantee have agreed to amend and restate the Existing Security Agreement by entering into an Amended and Restated Pledge and Security Agreement and Irrevocable Proxy dated as of the date hereof (as amended or modified from time to time, the "Security Agreement");

WHEREAS, the Grantor owns the trademarks (the "Trademarks") listed on Exhibit A attached hereto, which trademarks are registered or applied for with the United States Patent and Trademark Office; and

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of (i) all the Obligations and (ii) all of the obligations and liabilities of the Subsidiary Guarantors under the Guaranty. Upon the payment in full of all Obligations (other than contingent indemnification obligations), Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Grantor (at Grantor's expense) all reasonably requested instruments releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

(b) The Grantor hereby grants to Grantee a security interest in all of the Trademarks set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by the Grantor.

(c) Notwithstanding the immediately preceding Section 2(b), this Confirmatory Grant will not relate to or affect any of Grantor's trademark applications based on intent-to-use the marks—all of which are included in a separate table in Exhibit A—until after such time as a verified amendment to allege use or statement of use is filed and accepted by the U.S. Patent and Trademark Office for such trademark applications and the marks are actually used in commerce.

(d) Unless and until an Event of Default shall occur and be continuing, the Grantor shall retain the legal and equitable title to the Trademarks, and shall have the right to use and register the Trademarks in the ordinary course of the business of the Grantor.

[The remainder of this page has been intentionally left blank]

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest effective as of the date first written above.

PERSONAL CARE PRODUCTS, LLC

By: Charles Lannin
Name: Charles Lannin
Title: Assistant Secretary

Confirmatory Grant of Security Interest in Trademarks

TRADEMARK
REEL: 005280 FRAME: 0106

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

1. Pending Intent-to-Use Trademark Applications

Mark	Class(es)	Appl. No. Appl. Date	Owner
719 WALNUT AVE	11	86006804 10-JUL-2013	Personal Care Products LLC (Michigan Limited Liability Co.)
719 WALNUT AVE	4	86975090 10-JUL-2013	Personal Care Products LLC (Michigan Limited Liability Co.)
EL CAMINO	3	85627189 16-MAY-2012	Personal Care Products LLC (Michigan Limited Liability Co.)
GREAT SCENTS	4, 5	86210225 4-MAR-2014	Personal Care Products LLC (Michigan Limited Liability Co.)
HEALTHY PET (Stylized)	3	86217444 11-MAR-2014	Personal Care Products, LLC (Delaware Limited Liability Co.)
MIRACLE 9 COMPLEX	3	85928870 10-MAY-2013	Personal Care Products LLC (Michigan Limited Liability Co.)
SHEA SOLUTIONS	3	86028888 5-AUG-2013	Personal Care Products, LLC (Delaware Limited Liability Co.)
SIMPLY SHEA	3	86120463 15-NOV-2013	Personal Care Products, LLC (Delaware Limited Liability Co.)
THE MAN BRAND	3	85567677 13-MAR-2012	Personal Care Products LLC (Michigan Limited Liability Co.)


2. Pending Use-Based Trademark Applications

Mark	Class(es)	Appl. No. Appl. Date	Owner
DRUGSTORE-RX	3	85363337 5-JUL-2011	Personal Care Products LLC (Delaware Limited Liability Co.)

3. Trademark Registrations

Exhibit A

TRADEMARK
REEL: 005280 FRAME: 0107

Mark	Class(es)	Reg. No. Reg. Date	Owner
HEALTHY WAY	29	4458161 31-DEC-2013	Personal Care Products, LLC (Michigan Limited Liability Co.)
NATURAL ESSENCE BY PERSONAL CARE 	3	4073166 23-DEC-2011	Personal Care Products LLC (Delaware Limited Liability Co.)
PURE CLEAN FUN	3	4373717 23-JUL-2013	Personal Care Products LLC (Delaware Limited Liability Co.)
SALON PROFESSIONAL	3	1612574 11-SEP-1990	Personal Care Products, LLC (Delaware Limited Liability Co.)
TOP TO BOTTOM	3	4502509 25-MAR-2014	Personal Care Products LLC (Delaware Limited Liability Co.)
VAGI-CARE	5	4254755 4-DEC-2012	Personal Care Products, LLC (Minnesota Corporation)