

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM320109

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Iredale Mineral Cosmetics, Ltd.		10/10/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	PNC Bank, National Association
Street Address:	500 First Avenue
Internal Address:	Commercial Loan Service Center/DCC
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	national banking association: PENNSYLVANIA
Name:	Enhanced Small Business Investment Company, LP
Street Address:	601 Lexington Avenue
Internal Address:	55th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 51

Property Type	Number	Word Mark
Registration Number:	2242708	JANE IREDALE
Registration Number:	2237819	PUREPRESSED
Registration Number:	2325893	AMAZING BASE
Registration Number:	2603351	CIRCLE\DELETE
Registration Number:	2883387	LIQUID MINERALS
Registration Number:	3001635	I
Registration Number:	3004196	JANE IREDALE THE SKIN CARE MAKEUP
Registration Number:	3036823	ABSENCE
Registration Number:	3126390	HE
Registration Number:	3295369	ACTIVE LIGHT
Registration Number:	3514240	OUR MINERALS ROCK

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3795948	MINERALS ON MINERALS
Registration Number:	3502442	DREAM TINT
Registration Number:	3499741	IN TOUCH
Registration Number:	3511008	JANE IREDALE
Registration Number:	3551285	POWDER-ME SPF
Registration Number:	3644271	JUST KISSED
Registration Number:	3609666	ZAP&HIDE
Registration Number:	3732364	DOT THE I
Registration Number:	3861556	BITTY BROW KIT
Registration Number:	4113407	SO-BRONZE
Registration Number:	3857903	BEYOND MATTE
Registration Number:	3857902	LIP FIXATION
Registration Number:	3951908	MYSTIKOL
Registration Number:	3951943	TANTASIA
Registration Number:	3905706	EYE STEPPES
Registration Number:	3905863	RISE ABOVE WITH LOVE
Serial Number:	85144555	MY STEPPES
Registration Number:	4081078	JUST KISSED
Registration Number:	4001644	RISE ABOVE WITH LOVE
Registration Number:	4234671	GLOW TIME
Registration Number:	4230708	ISPEEDMATCH
Registration Number:	4280350	SMOOTH AFFAIR
Serial Number:	85451485	FEDORA MINERALS
Registration Number:	4280556	TINT TODAY. TAN TOMORROW.
Serial Number:	85457202	FEDORA MINERALS
Serial Number:	85539709	MINERALS
Registration Number:	4395802	LIPDRINK
Serial Number:	85834747	REFILL-ME
Registration Number:	4403393	PUREBROW
Registration Number:	4509265	PUREGLOSS
Registration Number:	4396221	PURELASH
Registration Number:	4396222	PUREMATTE
Registration Number:	4396223	PUREMOIST
Registration Number:	4400164	TRULY PURE
Serial Number:	86109723	JELLY JAR
Serial Number:	86179681	EYE SHERE
Serial Number:	86182358	HANDDRINK
Serial Number:	86193973	MAGIC MITT
Serial Number:	86329330	EARLY MORNING

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86386955	PLAYON

CORRESPONDENCE DATA

Fax Number: 2158325619
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.
Phone: 215-569-5619
Email: pecsenye@blankrome.com
Correspondent Name: Timothy D. Pecsénye
Address Line 1: One Logan Square
Address Line 2: 8th Floor
Address Line 4: Philadelphia, PENNSYLVANIA 19103-6998

ATTORNEY DOCKET NUMBER:	074658-14078
NAME OF SUBMITTER:	Timothy D. Pecsénye
SIGNATURE:	/Timothy D. Pecsénye/
DATE SIGNED:	10/15/2014

Total Attachments: 84

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "Agreement"), dated as of October 10, 2014, is made by IREDALE MINERAL COSMETICS, LTD., a corporation organized under the laws of the State of Delaware (the "Grantor"), with an address at 50 Church Street, Great Barrington, MA 01230, in favor of PNC BANK, NATIONAL ASSOCIATION ("PNC"), a national banking association with an address at 1600 Market Street, Philadelphia, PA 19103.

WITNESSETH:

WHEREAS, pursuant to that certain (i) Revolving Credit, Term Loan and Security Agreement, dated as of even date herewith (the "Domestic Credit Agreement"), among Grantor, ERH-Bryant, LLC, a Massachusetts limited liability company ("ERH"), Enfield Realty Holdings, LLC, a Massachusetts limited liability company ("Enfield"), together with ERH, Grantor and each other Person joined thereto as a borrower from time to time, collectively, the "Borrowers" and each a "Borrower"), the financial institutions party thereto as lenders (collectively, the "Domestic Lenders" and each a "Domestic Lender") and PNC, as agent for the Domestic Lenders (in such capacity, the "Domestic Agent"), and as a Domestic Lender and (ii) Export-Import Revolving Credit and Security Agreement, dated as of even date herewith (the "Ex-Im Credit Agreement"), and together with the Domestic Credit Agreement, collectively, the "Credit Agreement"), among Borrowers, the financial institutions party thereto as lenders (collectively, the "Ex-Im Lenders", and each an "Ex-Im Lender", and together with the Domestic Lenders, collectively, the "Lenders" and each a "Lender") and PNC, as agent for the Ex-Im Lenders (in such capacity, the "Ex-Im Agent", and together with the Domestic Agent, collectively, the "Agent"), and as an Ex-Im Lender, Agent and Lenders have made and/or will in the future make certain extensions of credit to the Grantor and Borrowers upon the terms and subject to the conditions set forth therein. Capitalized terms used herein and not otherwise defined herein shall have the meanings given to such terms in the Credit Agreement; provided, however, that whenever any capitalized term used but not defined herein has a different meaning in the Domestic Credit Agreement as compared to the Ex-Im Credit Agreement, such term, as used herein, shall be defined in its broadest sense to include the meanings given to such term under both the Domestic Credit Agreement and the Ex-Im Credit Agreement.

WHEREAS, pursuant to such Credit Agreement, Grantor has granted to Agent, for its own benefit and for the ratable benefit of Agent, Issuer, Lenders and each other Secured Party, security interests in and to and Liens on substantially all of Grantor's assets, including without limitation all of Grantor's Intellectual Property and specifically including all of Grantor's registered patents, trademarks and copyrights and all of Grantor's filed patent applications, trademark applications and copyright applications, all whether now owned or hereafter created, arising and/or acquired (collectively, the "Registered Intellectual Property"); and

WHEREAS, Grantor has agreed to execute and deliver this Agreement and to have a copy of this Agreement filed with the United States Patent and Trademark Office and/or the United States Copyright Office (as applicable) in order to perfect and/or protect all of Agent's Liens in the Registered Intellectual Property.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements provided for herein and in the Credit Agreement, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by each party hereto, and intending to be legally bound, the parties hereto agree as follows:

Section 1. Grant of Security Interest in Intellectual Property Collateral. Without limiting any other grant of Lien by Grantor in any Collateral under the Credit Agreement, any Ex-Im Agreement or any Other Document, to secure the prompt payment and performance of all Obligations to Agent, Issuer, Lenders and each other Secured Party, Grantor hereby assigns, pledges and grants to Agent, for its benefit and for the ratable benefit of Issuer, Lenders and each other Secured Party, a continuing security interest in and to and Lien on all of Grantor's right, title and interest in, to and under the following Collateral of Grantor, all whether now owned and/or existing or hereafter created, arising and/or acquired (the "Intellectual Property Collateral"):

(a) all of its registered copyrights and filed copyright applications, including, without limitation, those referred to on Schedule 1 hereto or on any Schedule to any Supplement (as defined below) delivered hereafter, together with all renewals, reversions and extensions of the foregoing;

(b) all of its registered trademarks and filed trademark applications, including, without limitation, those referred to on Schedule 1 hereto or on any Schedule to any Supplement delivered hereafter, together with all renewals, reversions and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such trademark and trademark application covered by (b) above;

(d) all of its registered/issued patents and filed patent applications, without limitation, those referred to on Schedule 1 hereto or on any Schedule to any Supplement delivered hereafter, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(e) all applications, registrations, claims, awards, judgments, amendments, improvements and insurance claims related thereto now or hereafter owned or licensed by Grantor, or any claims for damages by way of any past, present, or future infringement of any of the foregoing, together with all accessions and additions thereto and proceeds thereof (including, without limitation, any proceeds resulting under insurance policies); provided, further, that the Intellectual Property Collateral shall include, without limitation, all cash, royalty fees, other proceeds, Receivables, accounts and general intangibles that consist of rights of payment to or on behalf of Grantor or proceeds from the sale, licensing or other disposition of all or any part of, or rights in, the Intellectual Property Collateral by or on behalf of Grantor; and

(f) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof

which such continuing security interest in and Lien upon the Intellectual Property Collateral, and this Agreement, shall continue in full force and effect to secure each of the Obligations until such time as the Obligations are indefeasibly paid in full and the obligations of Agents and Lenders to make extensions of credit to Grantor under the Credit Agreement, any Ex-Im Agreement or any Other Document is terminated.

Section 2. Credit Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with, and in no way limits, the security interests granted to the Agent pursuant to the Credit Agreement, and Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interests and Liens in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 3. Registration/Filing. This Agreement is intended by the parties to be filed, and Grantor hereby authorizes Agent to file and record a copy of this Agreement, with the United States Patent and Trademark Office and United States Copyright Office, as applicable.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall retain full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Intellectual Property subject to a security interest hereunder.

Section 5. Agreement to Deliver Supplements. Grantor hereby covenants and agrees that promptly upon the acquisition by Grantor of any new Registered Intellectual Property Collateral (including any registration or issuance of any patent, trademark or copyright arising out of any filed patent application, trademark application or copyright application previously listed on Schedule 1 hereto or the Schedule to any other Supplement delivered to Agent in accordance with this paragraph), Grantor shall, concurrently with the next scheduled delivery of a Compliance Certificate under Section 9.7 or 9.8 of the Credit Agreement following acquisition of such new Registered Intellectual Property, deliver to Agent a duly executed Supplement to this Agreement in the form of Exhibit A hereto, listing all such newly acquired Registered Intellectual Property on Schedule I thereto, pursuant to which Grantor shall reconfirm the grant of a security interest in such newly acquired Registered Intellectual Property Collateral to Agent, for its benefit and for the ratable benefit of each Agent, Issuer, Lenders and each other Secured Party, to secure the Obligations. Each such Supplement is intended by the parties to be filed, and Grantor hereby authorizes Agent to file and record a copy of each such Supplement, with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable. Regardless of whether any Supplement is delivered by Grantor, and without limiting the generality of the provisions of Section 1 hereof above, Grantor hereby confirms and agrees that any and all such after-acquired Registered Intellectual Property Collateral, and all Intellectual Property Collateral relating thereto, shall immediately and automatically upon Grantor's acquisition of any right, title and interest therein become part of the Intellectual Property Collateral hereunder. In the event that Grantor acquires any such new Registered Intellectual Property but Grantor fails for whatever reason to promptly deliver a Supplement pursuant to this Section 5, Grantor hereby authorizes Agent, acting under its Power of Attorney granted pursuant to Section 8 below, to at any time thereafter execute in the name of Grantor an applicable

Supplement with respect to such newly acquired Registered Intellectual Property, arising and/or acquired and to file the same with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

Section 6. Representation and Warranties. Grantor hereby represents and warrants to Agent and to the Lenders that Schedule 1 sets forth a full, complete and correct list of all Registered Intellectual Property Collateral owned by Grantor as of the date hereof.

Section 7. Events of Default and Remedies. The occurrence of any Event of Default under the Credit Agreement shall constitute an “Event of Default” under this Agreement. Upon the occurrence of and during the continuance of any such Event of Default, Agent, in addition to all other rights, options, and remedies granted to Agent under the Credit Agreement, any Ex-Im Agreement or any Other Document, or otherwise available to Agent at law or in equity, may exercise, either directly or through one or more assignees or designees, with respect to the Intellectual Property Collateral all rights and remedies granted to it as a secured creditor under the Uniform Commercial Code.

Section 8. Power of Attorney. Without limiting the generality of any power of attorney granted to Agent under the Credit Agreement, any Ex-Im Agreement or any Other Document, Grantor hereby authorizes Agent, its successors and assigns, and any officer, employee, attorney or agent thereof, as Grantor’s true and lawful attorney-in-fact, with the power (i) to execute and endorse on behalf of and in the name of Grantor any Supplement to this Agreement or other security agreement or similar document or instrument which Agent may deem necessary or desirable in order to create, protect, perfect or enforce the security interest in the Intellectual Property Collateral provided for herein and in each case to file or record any such Supplement or other security agreement or similar document or instrument with the United States Patent and Trademark Office and/or the United States Copyright Officer, as applicable, in the name of and on behalf of Grantor and (ii) after the occurrence and during the continuance of an Event of Default as defined in Section 7 of this Agreement above, to execute and endorse on behalf of and in the name of Grantor any assignment, bill of sale or similar document or instrument which Agent may deem necessary or desirable in order for Agent to assign, pledge, convey or otherwise sell, transfer title in or dispose of the Intellectual Property Collateral, and in each case to file or record with the United States Patent and Trademark Office and/or the United States Copyright Officer, as applicable, in the name of and on behalf of Grantor any such assignment or bill of sale or other document executed by Agent, its successors and assigns, and any officer, employee, attorney or Agent thereof under this power of attorney. Grantor hereby unconditionally ratifies all that any person authorized under this power of attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof and of the Credit Agreement, the Ex-Im Agreements and the Other Documents. This power of attorney is coupled with an interest and is and shall be irrevocable

Section 9. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Any signature delivered by a party by facsimile or electronic transmission (including email transmission of a PDF copy) shall be deemed to be an original signature hereto.


Section 10. Governing Law. This Agreement, and all matters relating hereto or arising herefrom (whether arising under contract law, tort law or otherwise) shall be governed by and construed in accordance with the laws of the State of New York. Without limiting the generality of the general incorporation of the Credit Agreement herein provided for above, the provisions of Section 16.1 of the Credit Agreement (agreements regarding, consents to and waivers regarding jurisdiction and venue), Section 16.5 of the Credit Agreement (indemnities by Grantor), Section 16.6 of the Credit Agreement (notices), Section 16.7 of the Credit Agreement (survival of certain provisions), Section 16.9 of the Credit Agreement (expenses), Section 16.10 of the Credit Agreement (injunctive relief) and Article XII of the Credit Agreement (certain waivers including waivers of the rights of jury trial) are hereby specifically incorporated by reference. If any part of this Agreement is contrary to, prohibited by, or deemed invalid under Applicable Laws or regulations, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given effect so far as possible. This Agreement shall be binding upon and inure to the benefit of Grantor and Agent, and their respective successors and assigns, except that no Grantor may assign or transfer any of its rights or obligations under this Agreement without the prior written consent of Agent and each Lender.

[Signature Pages Follow]

In witness whereof, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by their duly authorized officer as of the date first set forth above.

GRANTOR:

IREDALE MINERAL COSMETICS, LTD.

By: 
Name: Robert D. Montgomery
Title: Executive Vice President and Chief
Operating Officer

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

S-1

TRADEMARK
REEL: 005381 FRAME: 0011

ACCEPTED AND AGREED
as of the date first above written:

PNC BANK, NATIONAL ASSOCIATION.

By: Keith Moellering
Name: Keith Moellering
Title: Senior Vice President

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

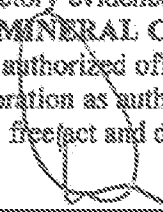
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TRADEMARK
REEL: 005381 FRAME: 0012

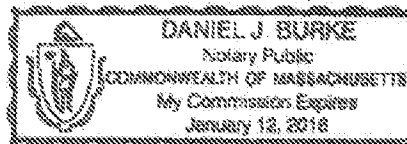
Acknowledgment of Grantor

STATE OF MASSACHUSETTS
COUNTY OF Berkshire) ss

On this 7th day of October, 2014 before me personally appeared Robert D. Montgomery, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of IREDALE MINERAL COSMETICS, LTD., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



Notary Public



[ACKNOWLEDGMENT TO INTELLECTUAL PROPERTY SECURITY
AGREEMENT]

TRADEMARK
REEL: 005381 FRAME: 0013

**Schedule 1
to
Intellectual Property Security Agreement**

PATENTS, TRADEMARKS, AND COPYRIGHTS

1. Grantor's patents and patent applications:
None.

2. Grantor's trademarks:

Name	Serial #	Regis. #	Registration Date [Filing Date]	Class	Goods & Services
JANE IREDALE	75430859	2242708	5/4/99	003 021	Cosmetics, skin care, loose and pressed face and body powder, eye shadows, mascara, lipstick, etc
PUREPRESSED	75390882	2237819	4/6/99	003	Cosmetics and skin care only
AMAZING BASE	75605276	2325893	3/7/00	003	Cosmetics, skin care, loose and pressed face and body powder, eye shadows, mascara, lipstick, etc
CIRCLE/ DELETE	75787361	2603351	8/6/02	003	Cosmetics, skin care, loose and pressed face and body powder, eye shadows, mascara, lipstick, etc.
LIQUID MINERALS	76549529	2883387	9/7/04	003	Foundation makeup
i with image	78463122	3001635	9/27/05	003	Cosmetics, skin care, loose and pressed face and body powder, eye shadows, mascara, lipstick, etc
Jane Iredale The Skin Care Makeup	78460857	3004196	10/4/05	003	Cosmetics, skin care, loose and pressed face and body powder, eye shadows, mascara, lipstick, etc

Name	Serial #	Regis. #	Registration Date [Filing Date]	Class	Goods & Services
ABSENCE	78449684	3036823	12/27/05	003	Cosmetics and skin care products, namely, a skin cream for oil control
HVE	78688696	3126390	8/8/06	003 021	Face Powder; Lip balm Cosmetic brushes; Exfoliating mitts
ACTIVE LIGHT	78770437	3295369	9/18/2007	003	Concealers; Cosmetics
OUR MINERALS ROCK	78859996	3514240	10/7/08	003	Cosmetics and skin care products, namely, loose and pressed face and body powder, blush, foundation, eye shadow, mascara, lipstick, etc.
MINERALS ON MINERALS	77038166	3795948	6/1/2010	003	Cosmetics, namely, loose & pressed powder, bronzer, lipstick, eye makeup, eye cream, eye shadow, eye pencils, eyeliners, mascara, blush, foundation, skin concealer & camouflage, lip gloss, lip pencils, lip brushes, lip balm.
DREAM TINT	77159787	3502442	9/16/08	003	Cosmetics, namely, tinted moisturizer
IN TOUCH	77173969	3499741	9/9/2008	003	Cosmetics, namely cream color for lips and cheeks
JANE IREDALE	77277983	3511008	10/7/2008	021	Cosmetic brushes
POWDER-ME SPF	77291089	3551285	12/23/08	003	Sunscreen
JUST KISSED	77291754	3644271	6/23/2009	003	Cosmetics, namely, a lip plumper
ZAP&HIDE	77331514	3609666	4/21/09	003	Cosmetics, namely, a blemish concealer
DOT THE I	77559182	3732364	12/29/09	003	Disposable cotton swab with dispensing liquid eye makeup remover
BITTY BROW KIT	77662097	3861556	10/12/10	003	Eye brow kit comprised of a powdered eyebrow color, eyebrow wax, and two applicator brushes
SO-BRONZE	77662872	4113407	3/20/2012	003	Skin bronzer

Name	Serial #	Regis. #	Registration Date [Filing Date]	Class	Goods & Services
BEYOND MATTE	77768479	3857903	10/5/10	003	Face and body powder
LIP FIXATION	77768474	3857902	10/5/10	003	Lipstain and lip gloss
MYSTIKOL	77904883	3951908	4/26/2011	003	Cosmetics, namely, eye shadow
TANTASIA	77915040	3951943	4/26/2011	003	Self-tanning face and body cream gel
EYE STEPPES	77963090	3905706	1/11/2011	003	Cosmetics, namely, eye shadow compacts
RISE ABOVE WITH LOVE	85043960	3905863	1/11/2011	003, 035	Cosmetics, namely, loose and pressed face and body powders, lipstick, eye makeup, eye cream, eye shadow, eye pencils, eyeliner, mascara, blush, foundation, skin concealers and camouflage skin concealers, lip gloss, lip pencils, lip balm; Promoting public awareness of breast cancer
MY STEPPES	85144555	4077907	12/27/11	003	Cosmetics, namely, skin bronzer, blush, lip gloss
JUST KISSED	85144929	4081078	1/3/2012	003	Cosmetics, namely, lip stain, cheek stain
RISE ABOVE WITH LOVE (design mark)	85165813	4001644	7/26/2011	003, 035	Cosmetics, namely, loose and pressed face and body powders, lipstick, eye makeup, eye cream, eye shadow, eye pencils, eyeliner, mascara, blush, foundation, skin concealers and camouflage skin concealers, lip gloss, lip pencils, lip balm; Promoting public awareness of breast cancer

Name	Serial #	Regis. #	Registration Date [Filing Date]	Class	Goods & Services
GLOW TIME	85258020	4234671	10/30/12	003	Cosmetics, namely, a facial primer
ISPEEDMATCH	85261729	4230708	10/23/12	044	Cosmetic services, namely, matching foundation color to skin tone
SMOOTH AFFAIR	85316917	4280350	1/22/13	003	Cosmetics, namely, a facial primer and facial brightener
FEDORA MINERALS	85451485		[Filed: 10/19/11]	003 021	003 - Cosmetics, namely, loose and pressed face and body powders, lipstick, eye makeup, eye cream, eye shadow, eye pencils, eyeliner, mascara, blush, foundation, skin concealers and camouflage skin concealers, skin primers, self-tanners, skin bronzers, lip gloss, lip pencils, lip balm, facial sprays 021 - Cosmetic utensils; powder compacts; brushes, cosmetic brushes, powder puffs, cosmetic applicators
TINT TODAY. TAN TOMORROW.	85452249	4280556	1/22/13	003	Cosmetics, namely, self tanning face and body cream gel; skin bronzer
FEDORA MINERALS	85457202		[Filed: 10/26/11]	035	On-line retail store services in the field of cosmetics, cosmetic utensils, cosmetic applicators and cosmetic bags

Name	Serial #	Regis. #	Registration Date [Filing Date]	Class	Goods & Services
HAT DESIGN II and MINERALS	85539709		[Filed: 2/10/11]	003, 021, 035	<p>003 - Cosmetics, namely, loose and pressed face and body powders, powder compacts, lipstick, eye makeup, eye cream, eye shadow, eye pencils, eyeliner, mascara, blush, foundation, skin concealers and camouflage skin concealers, skin primers in the nature of creams or foundations for use in further makeup applications and to create an even skin tone, self-tanning preparations, skin bronzers, lip gloss, lip pencils, lip balm, facial sprays in the nature of sprays for hydrating and scenting skin and for setting further makeup applications</p> <p>021 - Cosmetic utensils, namely, cosmetic brushes, sponges for applying and removing make-up, powder compacts sold empty; brushes, namely, eyebrow brushes and brow groomers, cosmetic brushes, powder puffs, cosmetic applicators, namely foam applicators sticks for applying cosmetics</p> <p>035 - On-line retail store services in the field of cosmetics, cosmetic utensils, cosmetic applicators and cosmetic bags</p>

Name	Serial #	Regis. #	Registration Date [Filing Date]	Class	Goods & Services
LIPDRINK	85831593	4395802	9/3/13	003	Cosmetics, namely, lip balm.
REFILL-ME	85834747		[Filed: 1/29/13]	021	Container, namely, a refillable cosmetic canister with attached applicator <i>sold empty</i> (amended descr)
PUREBROW	85854530	4403393	9/17/2013	003	Cosmetics, namely, brow hair conditioner, brow hair tint, mascara
PUREGLOSS	85854525	4509265	4/8/14	003	Cosmetics, namely, lip gloss
PURELASH	85854537	4396221	9/3/13	003	Cosmetics, namely, mascara, eyelash conditioner
PUREMATTE	85854540	4396222	9/3/13	003	Cosmetics, namely, pressed face and body powder
PUREMOIST	85854545	4396223	9/3/13	003	Cosmetics, namely, lipstick
TRULY PURE	85854550	4400164	9/10/13	003	Cosmetics, namely, shampoo and conditioner
JELLY JAR	86109723		[Filed: 11/4/13]	003	Cosmetics, namely, eyeliner
EYE SHERE	86179681		[Filed: 1/31/14]	003	Cosmetics, namely, liquid eye shadow.
HANDDRINK	86182358		[Filed: 2/3/14]	003	Cosmetics, namely, moisturizing cream
MAGIC MITT	86193973		[Filed: 2/14/14]	021	Make-up removing cloth
EARLY MORNING	86329330		[Filed: 7/7/14]	003	Perfume
PLAYON	86386955		[Filed: 9/5/14]	003	Cosmetics, namely lip crayons and lipstick.

Country	Mark	App. #	Regis. #	Date of Regis.	Class	Goods & Services	Status/ Notes
Australia (IRP)	JANE IREDALE		842835	10/12/2004	003	Cosmetics and skin care products, loose and pressed face and body powder, eye shadows, mascara, lipsticks, lip and eye pencils, concealers and camouflage skin concealers, and skin conditions; perfumes, colognes and body lotions; cosmetic brushes	Registered
Bahamas	JANE IREDALE	27178	27178	8/25/2008	003	Cosmetics, make-up, nail polish, nail varnish, beauty products; toiletries and body care preparations; preparations for the cleaning, care and beautification of the skin, scalp, and hair; perfumes, eaux de toilette, colognes, fragrances, essential oils; soaps; sun blocking creams, lotions and oils; deodorants for personal use; dentifrices	Registered
Brazil	JANE IREDALE	831095431 830195423 831095415			03, 21, 35	3 - Cosmetics, make-up, nail polish, nail varnish, beauty products; toiletries and body care preparations; preparations for the cleaning, care and beautification of the skin, scalp, and hair; perfumes, eaux de toilette, colognes, fragrances, essential oils; soaps; sun blocking creams, lotions and oils; deodorants for personal use; dentifrices 21 – toilet cases; toilet sets; cosmetic utensils; powder compacts; toilet articles; combs, brushes (except pain brushes), cosmetic brushes,	Pending

Country	Mark	App. #	Regis. #	Date of Regis.	Class	Goods & Services	Status/ Notes
						nailbrushes, sponges, powder puffs, nail polishers, perfume sprayers, perfume vaporizers; soap dishes; sponge holders; household and kitchen utensils and containers, glassware, porcelain ware and earthenware, tableware, drinking glasses and mugs; insulated containers 35 – on-line retail store services featuring cosmetics, make-up, toiletries, body care preparations, and cosmetic utensils and cases; presentation of goods on communication media and the internet for marketing, advertising, promotion and sale; retail store services.	
Brazil	I (Stylized)	831095407 831095393			03, 21	3 - Cosmetics, make-up, nail polish, nail varnish, beauty products; toiletries and body care preparations; preparations for the cleaning, care and beautification of the skin, scalp, and hair; perfumes, eaux de toilette, colognes, fragrances, essential oils; soaps; sun blocking creams, lotions and oils; deodorants for personal use; dentifrices 21 – toilet cases; toilet sets; cosmetic utensils; powder compacts; toilet articles; combs, brushes (except pain brushes), cosmetic brushes, nailbrushes, sponges, powder puffs, nail polishers, perfume sprayers, perfume vaporizers; soap dishes;	Pending

Country	Mark	App. #	Regis. #	Date of Regis.	Class	Goods & Services	Status/ Notes
						sponge holders; household and kitchen utensils and containers, glassware, porcelain ware and earthenware, tableware, drinking glasses and mugs; insulated containers	
British Virgin Islands	JANE IREDALE	5019	5019	4/19/2009	48	Cosmetics, make-up, nail polish, nail varnish, beauty products; toiletries and body care preparations; preparations for the cleaning, care and beautification of the skin, scalp, and hair; Perfumes, eaux de toilette, colognes, fragrances, essential oils; soaps; sun blocking creams, lotions, and oils; deodorants for personal use; dentifrices	Registered
Canada	JANE IREDALE	1233095	TMA691109	6/29/2007		Cosmetics and skin care products, namely loose and pressed face and body powders, eye shadows, mascara, lipsticks, lip and eye pencils, skin concealers and camouflage skin concealers; cosmetic brushes.	Registered
Canada	I (Stylized)	1540819			03, 021, 035	3 - Cosmetics, make-up, nail polish, nail varnish, beauty products; toiletries and body care preparations; preparations for the cleaning, care and beautification of the skin, scalp, and hair; perfumes, eaux de toilette, colognes, fragrances, essential oils; soaps; sun blocking creams, lotions and oils; deodorants for personal use; dentifrices	Pending

Country	Mark	App. #	Regis. #	Date of Regis.	Class	Goods & Services	Status/ Notes
						21 – toilet cases; toilet sets; cosmetic utensils; powder compacts; toilet articles; combs, brushes (except pain brushes), cosmetic brushes, nailbrushes, sponges, powder puffs, nail polishers, perfume sprayers, perfume vaporizers; soap dishes; sponge holders; household and kitchen utensils and containers, glassware, porcelain ware and earthenware, tableware, drinking glasses and mugs; insulated containers 35 – on-line retail store services featuring cosmetics, make-up, toiletries, body care preparations, and cosmetic utensils and cases; presentation of goods on communication media and the internet for marketing, advertising, promotion and sale; retail store services.	
China (IRP)	JANE IREDALE		842835	10/12/2004	003	Cosmetics and skin care products, loose and pressed face and body powder, eye shadows, mascara, lipsticks, lip and eye pencils, concealers and camouflage skin concealers, and skin conditions; perfumes, colognes and body lotions; cosmetic brushes	Registered
China (Taiwan)	JANE IREDALE	93046283	01180533	11/16/2005	003	Cosmetics, make-up cosmetics, nail polish, nail varnish, body care preparations; perfumes, eaux de toilette, colognes, fragrances, essential oils; soaps, sun blocking creams,	Registered

Country	Mark	App. #	Regis. #	Date of Regis.	Class	Goods & Services	Status/ Notes
						lotions, and oils; deodorants for personal use; dentifrices; hair spray; hair dyeing preparations; cleaning preparations for human body; loose and pressed face and body powders eye shadows, mascara, lipsticks, lip and eye pencils, lip conditioners, skin concealers, camouflage skin concealers, skin bronzers and skin conditioners.	
China (Taiwan)	JANE IREDALE THE SKIN CARE MAKEUP	92019958	1082033	1/16/2004	003	Cosmetics	Registered
China (Taiwan)	JANE IREDALE (in Chinese)	190979	190979	12/1/2003	035	Online shopping, electronic shopping, retail of cosmetics	Assignment from McCare Cosmetics Co., Ltd. recorded
China (Taiwan)	JANE IREDALE (in Chinese)	1072257	1072257	12/1/2003	003	Cosmetics	Assignment from McCare Cosmetics Co., Ltd. recorded
China (Taiwan)	I (Stylized)	92037059	1087120	2/16/2004	003	Cosmetics	Registered

Country	Mark	App. #	Regis. #	Date of Regis.	Class	Goods & Services	Status/ Notes
European Community	FEDORA MINERALS	010388601	010388601	4/10/12	003, 021, 035	3 - Cosmetics, namely, loose and pressed face and body powders, lipstick, eye makeup, eye cream, eye shadow, eye pencils, eyeliner, mascara, blush, foundation, skin concealers and camouflage ski concealers, skin primers, self-tanners, skin bronzers, lip gloss, lip pencils, lip balm, facial sprays 21 – cosmetics utensils, powder compacts, brushes, cosmetics brushes, powder puffs, cosmetic applicators 35 – on-line retail services in the field of cosmetics, cosmetic utensils, cosmetic applicators and cosmetic bags	Registered
European Community	Hat Design with MINERALS	010641496	010641496	7/20/2012	003, 021, 035	3 - Cosmetics, namely, loose and pressed face and body powders, lipstick, eye makeup, eye cream, eye shadow, eye pencils, eyeliner, mascara, blush, foundation, skin concealers and camouflage ski concealers, skin primers, self-tanners, skin bronzers, lip gloss, lip pencils, lip balm, facial sprays 21 – cosmetics utensils, powder compacts, brushes, cosmetics brushes, powder puffs, cosmetic applicators 35 – on-line retail services in the field of cosmetics, cosmetic utensils, cosmetic applicators and cosmetic bags	Registered

Country	Mark	App. #	Regis. #	Date of Regis.	Class	Goods & Services	Status/ Notes
European Community	JANE IREDALE	004127338	004127338	1/31/2006	003, 018, 021	Cosmetics, make-up, nail polish, nail varnish, beauty products; toiletries and body care preparations; preparations for the cleaning, care and beautification of the skin, scalp, and hair; perfumes, eaux de toilette, colognes, fragrances, essential oils; soaps; sun blocking creams, lotions, and oils; deodorants for personal use; dentifrices; goods made from leather and imitations thereof no included in other classes; animal skins; bags, luggage, backpacks, trunks, traveling bags, attaché cases, brief cases, cosmetic bags, hand bags, tote bags, athletic bags, purses, wallets, billfolds, key cases, coin cases, passport cases, eyeless cases; umbrellas, parasols, walking sticks, whips, harness and saddlery; toilet cases; toilet sets; cosmetic utensils; powder compacts; toilet articles; combs, brushes (except paint brushes), cosmetic brushes, nailbrushes, sponges, powder puffs, nail polishers, perfume sprayers, perfume vaporizers, soap dishes; sponge holders; household and kitchen utensils and containers, glassware, porcelain ware and earthenware, tableware, drinking glasses and mugs, insulated containers.	Registered

Country	Mark	App. #	Regis. #	Date of Regis.	Class	Goods & Services	Status/ Notes
European Community	I (Stylized)	010216232	010216232	2/17/12	03, 21, 35	3 - Cosmetics, make-up, nail polish, nail varnish, beauty products; toiletries and body care preparations; preparations for the cleaning, care and beautification of the skin, scalp, and hair; perfumes, eaux de toilette, colognes, fragrances, essential oils; soaps; sun blocking creams, lotions and oils; deodorants for personal use; dentifrices 21 – toilet cases; toilet sets; cosmetic utensils; powder compacts; toilet articles; combs, brushes (except pain brushes), cosmetic brushes, nailbrushes, sponges, powder puffs, nail polishers, perfume sprayers, perfume vaporizers; soap dishes; sponge holders; household and kitchen utensils and containers, glassware, porcelain ware and earthenware, tableware, drinking glasses and mugs; insulated containers 35 – on-line retail store services featuring cosmetics, make-up, toiletries, body care preparations, and cosmetic utensils and cases.	Registered
European Community	D2O	011110641	011110641	5/10/2013	03	Cosmetics, make-up, toiletries and body care preparations; preparations for the cleaning, care and beautification of the skin, scalp and hair	Registered

Country	Mark	App. #	Regis. #	Date of Regis.	Class	Goods & Services	Status/ Notes
Finland (IRP)	JANE IREDALE		842835	10/12/2004	003	Cosmetics and skin care products, namely, loose and pressed face and body powders, eye shadows, mascara, lipsticks, lip and eye pencils, concealers and camouflage skin concealers, and skin conditions; perfumes, colognes and body lotions; cosmetics brushes	Registered
Hong Kong	JANE IREDALE	300297423	300297423	10/7/2004	003	Cosmetics, make-up, nail polish, nail varnish, beauty products; toiletries and body care preparations; preparations for the cleaning, care and beautification of the skin scalp and hair; perfumes, eaux de toilette, colognes, fragrances, essential oils soaps; sun blocking creams, lotions, and oils; deodorants for personal use; dentifrices.	Registered
International Register	JANE IREDALE		842835	10/12/2004	003	Cosmetics and skin care products, namely, loose and pressed face and body powders, eye shadows, mascara, lipsticks, lip and eye pencils, skin concealers and camouflage skin concealers, and skin conditions; perfumes, colognes and body lotions; cosmetic brushes	Registered
Israel	JANE IREDALE	217278	217278	12/5/2010	003	All goods in the class.	Registered

Country	Mark	App. #	Regis. #	Date of Regis.	Class	Goods & Services	Status/ Notes
Japan (IRP)	JANE IREDALE		842835	10/12/2004	003	Cosmetics and skin care products, namely, loose and pressed face and body powders, eye shadows, mascara, lipsticks, lip and eye pencils, concealers and camouflage skin concealers, and skin conditioners; perfumes, colognes and body lotions; cosmetic brushes	Registered
Korea (South) (IRP)	JANE IREDALE		842835	10/12/2004	003	Cosmetics and skin care products, namely, loose and pressed face and body powders, eye shadows, mascara, lipsticks, lip and eye pencils, concealers and camouflage skin concealers, and skin conditioners; perfumes, colognes and body lotions; cosmetic brushes	Registered
Malaysia	JANE IREDALE	2004-15324	04015324	6/28/2006	003	Cosmetics, make-up, nail polish, nail varnish, beauty products, toiletries and body care preparations; preparations for the cleaning, care and beautification of the skin, scalp, and hair; perfumes, eaux de toilette, colognes, fragrances, essential oils; soaps; sun blocking creams, lotions, and oils; deodorants for personal use; dentifrices.	Registered

Country	Mark	App. #	Regis. #	Date of Regis.	Class	Goods & Services	Status/ Notes
Mexico	JANE IREDALE	1373191	1457102	5/26/14	003	Cosmetics, make-up, nail polish, nail varnish, beauty products; toiletries and body care preparations; preparations for the cleaning, care and beautification of the skin, scalp and hair; perfumes, eaux de toilette, colognes, fragrances, essential oils; soaps; sun blocking creams, lotions, and oils; deodorants for personal use; dentifrices.	Registered.
Mexico	JANE IREDALE THE SKIN CARE MAKEUP	810154	1425143	1/9/2014	003	Cosmetics, make-up, nail polish, nail varnish, beauty products; toiletries and body care preparations; preparations for the cleaning, care and beautification of the skin, scalp, and hair; perfumes, eaux de toilette, colognes, fragrances, essential oils; soaps; sun blocking creams, lotions, and oils; deodorants for personal use; dentifrices	Registered.
New Zealand	JANE IREDALE	719593	719593	3/9/2006	003	Cosmetics, make-up, nail polish, nail varnish, beauty products; toiletries and body care preparations; preparation for the cleaning, care and beautification of the skin, scalp, and hair; perfumes, eaux de toilette, colognes, fragrances, essential oils; soaps; sun blocking cream, lotions, and oils; deodorants for personal use; dentifrices.	Registered

Country	Mark	App. #	Regis. #	Date of Regis.	Class	Goods & Services	Status/ Notes
Norway	FEDORA MINERALS	201112370	264056	2/20/2012	003, 021, 035	3 - Cosmetics, namely, loose and pressed face and body powders, lipstick, eye makeup, eye cream, eye shadow, eye pencils, eyeliner, mascara, blush, foundation, skin concealers and camouflage ski concealers, skin primers, self-tanners, skin bronzers, lip gloss, lip pencils, lip balm, facial sprays 21 – cosmetics utensils, powder compacts, brushes, cosmetics brushes, powder puffs, cosmetic applicators 35 – on-line retail services in the field of cosmetics, cosmetic utensils, cosmetic applicators and cosmetic bags	Registered

Country	Mark	App. #	Regis. #	Date of Regis.	Class	Goods & Services	Status/ Notes
Norway	JANE IREDALE	201109051	266898	8/29/12	003, 021, 035	3 - Cosmetics, make-up, nail polish, nail varnish, beauty products; toiletries and body care preparations; preparations for the cleaning, care and beautification of the skin, scalp, and hair; perfumes, eaux de toilette, colognes, fragrances, essential oils; soaps; sun blocking creams, lotions and oils; deodorants for personal use; dentifrices 21 - toilet cases; toilet sets; cosmetic utensils; powder compacts; toilet articles; combs, brushes (except pain brushes), cosmetic brushes, nailbrushes, sponges, powder puffs, nail polishers, perfume sprayers, perfume vaporizers; soap dishes; sponge holders; household and kitchen utensils and containers, glassware, porcelain ware and earthenware, tableware, drinking glasses and mugs; insulated containers 35 - on-line retail store services featuring cosmetics, make-up, toiletries, body care preparations, and cosmetic utensils and cases; presentation of goods on communication media and the internet for marketing, advertising, promotion and sale.	Registered

Country	Mark	App. #	Regis. #	Date of Regis.	Class	Goods & Services	Status/ Notes
Norway	I (stylized)	201109052	266900	8/29/2012	003, 021, 035	3 - Cosmetics, make-up, nail polish, nail varnish, beauty products; toiletries and body care preparations; preparations for the cleaning, care and beautification of the skin, scalp, and hair; perfumes, eaux de toilette, colognes, fragrances, essential oils; soaps; sun blocking creams, lotions and oils; deodorants for personal use; dentifrices 21 - toilet cases; toilet sets; cosmetic utensils; powder compacts; toilet articles; combs, brushes (except pain brushes), cosmetic brushes, nailbrushes, sponges, powder puffs, nail polishers, perfume sprayers, perfume vaporizers; soap dishes; sponge holders; household and kitchen utensils and containers, glassware, porcelain ware and earthenware, tableware, drinking glasses and mugs; insulated containers 35 - on-line retail store services featuring cosmetics, make-up, toiletries, body care preparations, and cosmetic utensils and cases; presentation of goods on communication media and the internet for marketing, advertising, promotion and sale.	Registered

Country	Mark	App. #	Regis. #	Date of Regis.	Class	Goods & Services	Status/ Notes
Norway	Hat Design II and MINERALS	201201382	272680	10/17/2013	03, 021, 035	3 - Cosmetics, namely, loose and pressed face and body powders, lipstick, eye makeup, eye cream, eye shadow, eye pencils, eyeliner, mascara, blush, foundation, skin concealers and camouflage ski concealers, skin primers, self-tanners, skin bronzers, lip gloss, lip pencils, lip balm, facial sprays 21 – cosmetics utensils, powder compacts, brushes, cosmetics brushes, powder puffs, cosmetic applicators 35 – on-line retail services in the field of cosmetics, cosmetic utensils, cosmetic applicators and cosmetic bags	Registered
Philippines	JANE IREDALE	4-2004-09698 10/15/04	4-2004-09698	5/26/2006	003	Cosmetics, make-up, nail polish, nail varnish, beauty products; toiletries and body care preparations; preparations for the cleaning, care and beautification of the skin, scalp and hair; perfumes, eaux de toilette, colognes, fragrances, essential oils; soaps; sun blocking creams, lotions, and oils; deodorants for personal use; dentifrices	Registered

Country	Mark	App. #	Regis. #	Date of Regis.	Class	Goods & Services	Status/ Notes
Russia (IRP)	JANE IREDALE		842835	10/12/2004	003, 021	Cosmetics and skin care products, namely, loose and pressed face and body powders, eye shadows, mascara, lipsticks, lip and eye pencils, concealers and camouflage skin concealers, and skin conditioners; perfumes, colognes and body lotions; cosmetic brushes	Registered
Singapore (IRP)	JANE IREDALE	T05/04161 C	T05/04161C	10/12/2004	003	Cosmetics and skin care products, namely loose and pressed face and body powders, eye shadows, mascara, lipsticks, lip and eye pencils, concealers and camouflage skin concealers, and skin conditioners; perfumes, colognes and body lotions	Registered
Switzerland (IRP)	JANE IREDALE		842836	10/12/2004	031	Cosmetics and skin care products, namely, loose and pressed face and body powders, eye shadows, mascara, lipsticks, lip and eye pencils, concealers and camouflage skin concealers, and skin conditioners; perfumes, colognes and body lotions; cosmetic brushes	Registered

Country	Mark	App. #	Regis. #	Date of Regis.	Class	Goods & Services	Status/ Notes
Thailand	JANE IREDALE	569233	231675	12/09/2005	003	Cosmetics, make-up, namely face, body and skin creams, milks, lotions, gels, powders, foundations, concealers, blushes, bronzers, eye shadows, mascara, lipsticks, lip and eye pencils, nail polish, nail varnish, beauty products; toiletries and body care preparations; preparations, namely, preparations for the leaning, care and beautification of the skin, scalp, and hair; perfumes, eaux de toilette, colognes, essential oils; soaps; sun blocking creams, lotions, oils; deodorants for personal use; dentifrices.	Registered

Country	Mark	App. #	Regis. #	Date of Regis.	Class	Goods & Services	Status/ Notes
Turkey	JANE IREDALE	2004/33952	2004/33952	10/15/2004	003, 018, 021	Cosmetics, make-up, nail polish, nail varnish, beauty products, toiletries and body care preparations; preparations for the cleaning, care and beautification of the skin, scalp, and hair; perfumes, eaux de toilette, colognes, fragrances, essential oils; soaps; sun blocking creams, lotions, and oils; deodorants for personal use; dentifrices; Goods made from leather and imitations thereof not included in other classes; animal skins; bags, luggage, backpacks, trunks, traveling bags, attaché cases, brief cases, cosmetic bags, hand bags, tote bags, athletic bags; purses, wallets, billfolds, key cases, coin cases, passport cases, umbrellas, parasols, walking sticks, shoes, harness and saddlery; toilet cases; toilet sets; cosmetic utensils; powder compacts; toilet articles; combs, brushes (except pain brushes), cosmetic brushes, nailbrushes, sponges, powder puffs, nail polishers, perfume sprayers, perfume vaporizers; soap dishes; sponge holders; household and kitchen utensils and containers, glassware, porcelain ware and earthenware, tableware, drinking glasses and mugs; insulated containers.	Registered

Country	Mark	App. #	Regis. #	Date of Regis.	Class	Goods & Services	Status/ Notes
UAE	JANE IREDALE	163380			003	Bleaching preparations and other substances for laundry use; cleaning, polishing, scouring and abrasive preparations; cosmetics; moisturizers; toners; serums; masks; cleansers; toiletries; soaps; perfumery; fragrances; essential oils; shampoos; conditioners; anti-perspirants and deodorants for personal use; preparations for the care and treatment of the body, face, skin or hair; body scrubs; bath gels; bath oils; bath creams; facial moisturizing lotions; body creams; eau de toilette; parfums; scented body sprays; body gels; body lotions; body creams; body masks; body contouring patches; facial creams, lotions, and toners; dentifrices; detergents (not for use in industrial or manufacturing processes or for medical use)	Examination pending

Country	Mark	App. #	Regis. #	Date of Regis.	Class	Goods & Services	Status/ Notes
UAE	JANE IREDALE (in Arabic)	163381			003	Bleaching preparations and other substances for laundry use; cleaning, polishing, scouring and abrasive preparations; cosmetics; moisturizers; toners; serums; masks; cleansers; toiletries; soaps; perfumery; fragrances; essential oils; shampoos; conditioners; anti-perspirants and deodorants for personal use; preparations for the care and treatment of the body, face, skin or hair; body scrubs; bath gels; bath oils; bath creams; facial moisturizing lotions; body creams; eau de toilette; parfums; scented body sprays; body gels; body lotions; body creams; body masks; body contouring patches; facial creams, lotions, and toners; dentifrices; detergents (not for use in industrial or manufacturing processes or for medical use)	Examination pending

Country	Mark	App. #	Regis. #	Date of Regis.	Class	Goods & Services	Status/ Notes
UAE	Stylized "I"	163382			003	Bleaching preparations and other substances for laundry use; cleaning, polishing, scouring and abrasive preparations; cosmetics; moisturizers; toners; serums; masks; cleansers; toiletries; soaps; perfumery; fragrances; essential oils; shampoos; conditioners; anti-perspirants and deodorants for personal use; preparations for the care and treatment of the body, face, skin or hair; body scrubs; bath gels; bath oils; bath creams; facial moisturizing lotions; body creams; eau de toilette; parfums; scented body sprays; body gels; body lotions; body creams; body masks; body contouring patches; facial creams, lotions, and toners; dentifrices; detergents (not for use in industrial or manufacturing processes or for medical use)	Examination pending

Country	Mark	App. #	Regis. #	Date of Regis.	Class	Goods & Services	Status/ Notes
Vietnam	JANE IREDALE	4-2011- 17835	193860	10/16/2012	03, 21, 35	3 - Cosmetics, make-up, nail polish, nail varnish, beauty products; toiletries and body care preparations; preparations for the cleaning, care and beautification of the skin, scalp, and hair; perfumes, eaux de toilette, colognes, fragrances, essential oils; soaps; sun blocking creams, lotions and oils; deodorants for personal use; dentifrices 21 – toilet cases; toilet sets; cosmetic utensils; powder compacts; toilet articles; combs, brushes (except pain brushes), cosmetic brushes, nailbrushes, sponges, powder puffs, nail polishers, perfume sprayers, perfume vaporizers; soap dishes; sponge holders; household and kitchen utensils and containers, glassware, porcelain ware and earthenware, tableware, drinking glasses and mugs; insulated containers 35 – on-line retail store services featuring cosmetics, make-up, toiletries, body care preparations, and cosmetic utensils and cases; presentation of goods on communication media and the internet for marketing, advertising, promotion and sale; retail store services.	Registered

Country	Mark	App. #	Regis. #	Date of Regis.	Class	Goods & Services	Status/ Notes
Vietnam	I (Stylized)	4-2011-17836			03, 21	3 - Cosmetics, make-up, nail polish, nail varnish, beauty products; toiletries and body care preparations; preparations for the cleaning, care and beautification of the skin, scalp, and hair; perfumes, eaux de toilette, colognes, fragrances, essential oils; soaps; sun blocking creams, lotions and oils; deodorants for personal use; dentifrices 21 - toilet cases; toilet sets; cosmetic utensils; powder compacts; toilet articles; combs, brushes (except pain brushes), cosmetic brushes, nailbrushes, sponges, powder puffs, nail polishers, perfume sprayers, perfume vaporizers; soap dishes; sponge holders; household and kitchen utensils and containers, glassware, porcelain ware and earthenware, tableware, drinking glasses and mugs; insulated containers	Pending

3. Grantor's copyrights:

Description	Date of Registration	Regis. #
Jane Iredale: the skin care makeup	2003-11-18	TX0005839265
A comprehensive guide to Jane Iredale The Skin Care Makeup	2003-08-13	TX0005822193
Innovation, the skin care makeup: natural mineral cosmetics	2003-12-11	TX0005904888
Jane Iredale The Skin Care Makeup natural mineral cosmetics	2003-12-03	TX0005822190
Jane Iredale The Skin Care Makeup, shades & colours (color chart)	2003-11-18	TX0005822194

EXHIBIT A

SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Supplement") made as of this ___ day of _____, by IREDALE MINERAL COSMETICS, LTD., a corporation organized under the laws of the State of Delaware ("Grantor"), with an address at 50 Church Street, Great Barrington, MA 01230, in favor of PNC BANK, NATIONAL ASSOCIATION ("Agent"), a national banking association with an address at 1600 Market Street, Philadelphia, PA 19103:

W I T N E S S E T H

WHEREAS, Grantor and Agent are parties to a certain Intellectual Property Security Agreement dated as of October 10, 2014 (as the same heretofore may have been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the "IP Agreement"). Capitalized terms used herein but not otherwise defined herein shall have the meanings given thereto in the IP Agreement;

WHEREAS, pursuant to the terms of the IP Agreement, to secure the prompt payment and performance of all Obligations to each Agent, Issuer, Lenders and each other Secured Party, Grantor has assigned, pledged and granted to Agent, for its benefit and for the ratable benefit of each Agent, Issuer, Lenders and each other Secured Party, a continuing security interest in and to and Lien on all of Grantor's right, title and interest in, to and under the Intellectual Property Collateral of Grantor, all whether now owned or hereafter created, arising and/or acquired; and

WHEREAS, also pursuant to the IP Agreement, Grantor has agreed that upon the acquisition by Grantor of any new Registered Intellectual Property, Grantor shall deliver to Agent a Supplement to the IP Agreement in the form of Exhibit A to such IP Agreement pursuant to which Grantor shall reconfirm the grant by them of a security interest in all such newly acquired Registered Intellectual Property, which such Supplement is intended by the parties to be filed with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by each party hereto, and intending to be legally bound, and with the foregoing background and recitals incorporated by reference, Grantor agrees as follows:

1. Grant and Reaffirmation of Grant of Security Interests. Without limiting any other grant of Lien by Grantor in any Collateral under the Credit Agreement, any Ex-Im Agreement or any Other Document, to secure the prompt payment and performance of all Obligations to Agent, Issuer, Lenders and each other Secured Party, Grantor hereby assigns, pledges and grants to Agent, for its benefit and for the ratable benefit of Issuer, Lenders and each other Secured Party, a continuing security interest in and to and Lien on all of Grantor's right,

title and interest in, to and under the following Collateral of Grantor, all whether now owned or hereafter created, arising and/or acquired:

(a) the newly acquired Registered Intellectual Property listed on Schedule 1 to this Supplement (together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing);

(b) all goodwill of the business connected with the use of, and symbolized by, any trademark and trademark application covered by (a) above; and

(c) all other property otherwise constituting Intellectual Property Collateral relating to the foregoing.

Grantor agrees that all such newly acquired Intellectual Property Collateral described above shall be included in and be part of the Intellectual Property Collateral under and subject to all of the terms and provisions of the IP Agreement. Grantor hereby authorizes Agent to file and record a copy of this Supplement with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable

2. Representations and Warranties. Grantor hereby represents and warrants to Agent and to the Lenders that Schedule I hereto sets forth a full, complete and correct list of all Registered Intellectual Property Collateral owned by Grantor as of the date hereof not listed on Schedule 1 to the original IP Agreement or any Schedule to any other Supplement to the original IP Agreement delivered by Grantor since the date thereof.

3. Incorporation of the IP Agreement. The terms and provisions of the IP Agreement are hereby incorporated by reference and this Supplement shall be considered an amendment and supplement to and part of the IP Agreement, all of the provisions of which IP Agreement are and remain in full force and effect.

[Signatures on Following Page]
[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, Grantor has duly executed this Supplement to the IP Security Agreement as of the date first written above.

GRANTOR:

IREDALE MINERAL COSMETICS, LTD.

By: _____

Name:

Title:

ACCEPTED AND AGREED
as of the date first above written:

PNC BANK, NATIONAL ASSOCIATION.

By: _____

Name: _____

Title: _____

[Signature Page to IP Security Agreement – Supplement Date _____]

SCHEDULE I TO SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT
DATED _____

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "Agreement"), dated as of October 10, 2014, is made by **IREDALE MINERAL COSMETICS, LTD.**, a corporation organized under the laws of the State of Delaware (the "Grantor"), with an address at 50 Church Street, Great Barrington, MA 01230, in favor of **ENHANCED SMALL BUSINESS INVESTMENT COMPANY, LP** ("Enhanced"), a limited partnership with an address at 601 Lexington Ave, 55th Floor, New York, NY 10022.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit and Security Agreement, dated as of even date herewith (the "Credit Agreement"), among Grantor, ERH-Bryant, LLC, a Massachusetts limited liability company ("ERH"), Enfield Realty Holdings, LLC, a Massachusetts limited liability company ("Enfield"), together with ERH, Grantor and each other Person joined thereto as a borrower from time to time, collectively, the "Borrowers" and each a "Borrower"), the financial institutions party thereto as lenders (collectively, the "Lenders" and each a "Lender") and Enhanced, as agent for the Lenders (in such capacity, the "Agent"), and as a Lender, Agent and Lenders have made and/or will in the future make certain extensions of credit to the Grantor and Borrowers upon the terms and subject to the conditions set forth therein. Capitalized terms used herein and not otherwise defined herein shall have the meanings given to such terms in the Credit Agreement.

WHEREAS, pursuant to such Credit Agreement, Grantor has granted to Agent, for its own benefit and for the ratable benefit of Agent, Issuer, Lenders and each other Secured Party, security interests in and to and Liens on substantially all of Grantor's assets, including without limitation all of Grantor's Intellectual Property and specifically including all of Grantor's registered patents, trademarks and copyrights and all of Grantor's filed patent applications, trademark applications and copyright applications, all whether now owned or hereafter created, arising and/or acquired (collectively, the "Registered Intellectual Property"); and

WHEREAS, Grantor has agreed to execute and deliver this Agreement and to have a copy of this Agreement filed with the United States Patent and Trademark Office and/or the United States Copyright Office (as applicable) in order to perfect and/or protect all of Agent's Liens in the Registered Intellectual Property.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements provided for herein and in the Credit Agreement, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by each party hereto, and intending to be legally bound, the parties hereto agree as follows:

Section 1. Grant of Security Interest in Intellectual Property Collateral. Without limiting any other grant of Lien by Grantor in any Collateral under the Credit Agreement or any Other Document, to secure the prompt payment and performance of all Obligations to Agent, Lenders and each other Secured Party, Grantor hereby assigns, pledges and grants to Agent, for its benefit and for the ratable benefit of Lenders and each other Secured Party, a continuing security interest in and to and Lien on all of Grantor's right, title and interest in, to and under the

following Collateral of Grantor, all whether now owned and/or existing or hereafter created, arising and/or acquired (the “Intellectual Property Collateral”):

(a) all of its registered copyrights and filed copyright applications, including, without limitation, those referred to on Schedule 1 hereto or on any Schedule to any Supplement (as defined below) delivered hereafter, together with all renewals, reversions and extensions of the foregoing;

(b) all of its registered trademarks and filed trademark applications, including, without limitation, those referred to on Schedule 1 hereto or on any Schedule to any Supplement delivered hereafter, together with all renewals, reversions and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such trademark and trademark application covered by (b) above;

(d) all of its registered/issued patents and filed patent applications, without limitation, those referred to on Schedule 1 hereto or on any Schedule to any Supplement delivered hereafter, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(e) all applications, registrations, claims, awards, judgments, amendments, improvements and insurance claims related thereto now or hereafter owned or licensed by Grantor, or any claims for damages by way of any past, present, or future infringement of any of the foregoing, together with all accessions and additions thereto and proceeds thereof (including, without limitation, any proceeds resulting under insurance policies); provided, further, that the Intellectual Property Collateral shall include, without limitation, all cash, royalty fees, other proceeds, Receivables, accounts and general intangibles that consist of rights of payment to or on behalf of Grantor or proceeds from the sale, licensing or other disposition of all or any part of, or rights in, the Intellectual Property Collateral by or on behalf of Grantor; and

(f) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof

which such continuing security interest in and Lien upon the Intellectual Property Collateral, and this Agreement, shall continue in full force and effect to secure each of the Obligations until such time as the Obligations are indefeasibly paid in full and the obligations of Agents and Lenders to make extensions of credit to Grantor under the Credit Agreement or any Other Document is terminated.

Section 2. Credit Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with, and in no way limits, the security interests granted to the Agent pursuant to the Credit Agreement, and Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interests and Liens in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 3. Registration/Filing. This Agreement is intended by the parties to be filed, and Grantor hereby authorizes Agent to file and record a copy of this Agreement, with the United States Patent and Trademark Office and United States Copyright Office, as applicable.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall retain full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Intellectual Property subject to a security interest hereunder.

Section 5. Agreement to Deliver Supplements. Grantor hereby covenants and agrees that promptly upon the acquisition by Grantor of any new Registered Intellectual Property Collateral (including any registration or issuance of any patent, trademark or copyright arising out of any filed patent application, trademark application or copyright application previously listed on Schedule 1 hereto or the Schedule to any other Supplement delivered to Agent in accordance with this paragraph), Grantor shall, concurrently with the next scheduled delivery of a Compliance Certificate under Section 9.7 or 9.8 of the Credit Agreement following acquisition of such new Registered Intellectual Property, deliver to Agent a duly executed Supplement to this Agreement in the form of Exhibit A hereto, listing all such newly acquired Registered Intellectual Property on Schedule I thereto, pursuant to which Grantor shall reconfirm the grant of a security interest in such newly acquired Registered Intellectual Property Collateral to Agent, for its benefit and for the ratable benefit of each Agent, Issuer, Lenders and each other Secured Party, to secure the Obligations. Each such Supplement is intended by the parties to be filed, and Grantor hereby authorizes Agent to file and record a copy of each such Supplement, with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable. Regardless of whether any Supplement is delivered by Grantor, and without limiting the generality of the provisions of Section 1 hereof above, Grantor hereby confirms and agrees that any and all such after-acquired Registered Intellectual Property Collateral, and all Intellectual Property Collateral relating thereto, shall immediately and automatically upon Grantor's acquisition of any right, title and interest therein become part of the Intellectual Property Collateral hereunder. In the event that Grantor acquires any such new Registered Intellectual Property but Grantor fails for whatever reason to promptly deliver a Supplement pursuant to this Section 5, Grantor hereby authorizes Agent, acting under its Power of Attorney granted pursuant to Section 8 below, to at any time thereafter execute in the name of Grantor an applicable Supplement with respect to such newly acquired Registered Intellectual Property, arising and/or acquired and to file the same with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

Section 6. Representation and Warranties. Grantor hereby represents and warrants to Agent and to the Lenders that Schedule 1 sets forth a full, complete and correct list of all Registered Intellectual Property Collateral owned by Grantor as of the date hereof.

Section 7. Events of Default and Remedies. The occurrence of any Event of Default under the Credit Agreement shall constitute an "Event of Default" under this Agreement. Upon the occurrence of and during the continuance of any such Event of Default, Agent, in addition to all other rights, options, and remedies granted to Agent under the Credit Agreement or any Other Document, or otherwise available to Agent at law or in equity, may exercise, either directly or

through one or more assignees or designees, with respect to the Intellectual Property Collateral all rights and remedies granted to it as a secured creditor under the Uniform Commercial Code.

Section 8. Power of Attorney. Without limiting the generality of any power of attorney granted to Agent under the Credit Agreement or any Other Document, Grantor hereby authorizes Agent, its successors and assigns, and any officer, employee, attorney or agent thereof, as Grantor's true and lawful attorney-in-fact, with the power (i) to execute and endorse on behalf of and in the name of Grantor any Supplement to this Agreement or other security agreement or similar document or instrument which Agent may deem necessary or desirable in order to create, protect, perfect or enforce the security interest in the Intellectual Property Collateral provided for herein and in each case to file or record any such Supplement or other security agreement or similar document or instrument with the United States Patent and Trademark Office and/or the United States Copyright Officer, as applicable, in the name of and on behalf of Grantor and (ii) after the occurrence and during the continuance of an Event of Default as defined in Section 7 of this Agreement above, to execute and endorse on behalf of and in the name of Grantor any assignment, bill of sale or similar document or instrument which Agent may deem necessary or desirable in order for Agent to assign, pledge, convey or otherwise sell, transfer title in or dispose of the Intellectual Property Collateral, and in each case to file or record with the United States Patent and Trademark Office and/or the United States Copyright Officer, as applicable, in the name of and on behalf of Grantor any such assignment or bill of sale or other document executed by Agent, its successors and assigns, and any officer, employee, attorney or Agent thereof under this power of attorney. Grantor hereby unconditionally ratifies all that any person authorized under this power of attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof and of the Credit Agreement and the Other Documents. This power of attorney is coupled with an interest and is and shall be irrevocable

Section 9. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Any signature delivered by a party by facsimile or electronic transmission (including email transmission of a PDF copy) shall be deemed to be an original signature hereto.

Section 10. Governing Law. This Agreement, and all matters relating hereto or arising herefrom (whether arising under contract law, tort law or otherwise) shall be governed by and construed in accordance with the laws of the State of New York. Without limiting the generality of the general incorporation of the Credit Agreement herein provided for above, the provisions of Section 16.1 of the Credit Agreement (agreements regarding, consents to and waivers regarding jurisdiction and venue), Section 16.5 of the Credit Agreement (indemnities by Grantor), Section 16.6 of the Credit Agreement (notices), Section 16.7 of the Credit Agreement (survival of certain provisions), Section 16.9 of the Credit Agreement (expenses), Section 16.10 of the Credit Agreement (injunctive relief) and Article XII of the Credit Agreement (certain waivers including waivers of the rights of jury trial) are hereby specifically incorporated by reference. If any part of this Agreement is contrary to, prohibited by, or deemed invalid under Applicable Laws or regulations, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given effect so far as possible. This Agreement shall be binding upon and inure to the benefit of Grantor and Agent, and their respective successors and assigns, except that

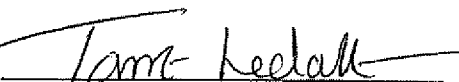
no Grantor may assign or transfer any of its rights or obligations under this Agreement without the prior written consent of Agent and each Lender.

[Signature Pages Follow]

In witness whereof, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by their duly authorized officer as of the date first set forth above.

GRANTOR:

IREDALE MINERAL COSMETICS, LTD.

By: 
Name: Jane Iredale
Title: President

ACCEPTED AND AGREED
as of the date first above written:

ENHANCED SMALL BUSINESS INVESTMENT COMPANY, LP

By: Enhanced Small Business Investment Company GP, LLC, its General Partner

By: _____
Name: _____
Title: _____

In witness whereof, Grantors have caused this Intellectual Property Security Agreement to be executed and delivered by their duly authorized officer as of the date first set forth above.

GRANTORS:

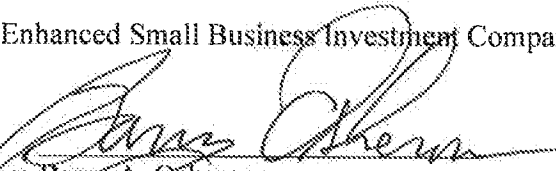
IREDALE MINERAL COSMETICS, LTD.

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

ENHANCED SMALL BUSINESS INVESTMENT COMPANY, LP,
as Agent

By: Enhanced Small Business Investment Company GP, LLC, its General Partner

By: 
Name: Barry A. Osherow
Title: Manager

Acknowledgment of Grantor

~~STATE OF~~ COMMONWEALTH OF MASSACHUSETTS

) ss

COUNTY OF BERKSHIRE

On this 10th day of October, 2014 before me personally appeared Jane Iredale, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **IREDALE MINERAL COSMETICS, LTD.**, who being by me duly sworn did depose and say that ~~she~~ is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that ~~she~~ acknowledged said instrument to be the free act and deed of said corporation.

William H. [Signature]
Notary Public

My commission expires:

August 25, 2017

**Schedule 1
to
Intellectual Property Security Agreement**

PATENTS, TRADEMARKS, AND COPYRIGHTS

1. Grantor's patents and patent applications:
None.

2. Grantor's trademarks:

Name	Serial #	Regis. #	Registration Date [Filing Date]	Class	Goods & Services
JANE IREDALE	75430859	2242708	5/4/99	003 021	Cosmetics, skin care, loose and pressed face and body powder, eye shadows, mascara, lipstick, etc
PUREPRESSED	75390882	2237819	4/6/99	003	Cosmetics and skin care only
AMAZING BASE	75605276	2325893	3/7/00	003	Cosmetics, skin care, loose and pressed face and body powder, eye shadows, mascara, lipstick, etc
CIRCLE/ DELETE	75787361	2603351	8/6/02	003	Cosmetics, skin care, loose and pressed face and body powder, eye shadows, mascara, lipstick, etc.
LIQUID MINERALS	76549529	2883387	9/7/04	003	Foundation makeup
i with image	78463122	3001635	9/27/05	003	Cosmetics, skin care, loose and pressed face and body powder, eye shadows, mascara, lipstick, etc
Jane Iredale The Skin Care Makeup	78460857	3004196	10/4/05	003	Cosmetics, skin care, loose and pressed face and body powder, eye shadows, mascara, lipstick, etc

Name	Serial #	Regis. #	Registration Date [Filing Date]	Class	Goods & Services
ABSENCE	78449684	3036823	12/27/05	003	Cosmetics and skin care products, namely, a skin cream for oil control
HVE	78688696	3126390	8/8/06	003 021	Face Powder; Lip balm Cosmetic brushes; Exfoliating mitts
ACTIVE LIGHT	78770437	3295369	9/18/2007	003	Concealers; Cosmetics
OUR MINERALS ROCK	78859996	3514240	10/7/08	003	Cosmetics and skin care products, namely, loose and pressed face and body powder, blush, foundation, eye shadow, mascara, lipstick, etc.
MINERALS ON MINERALS	77038166	3795948	6/1/2010	003	Cosmetics, namely, loose & pressed powder, bronzer, lipstick, eye makeup, eye cream, eye shadow, eye pencils, eyeliners, mascara, blush, foundation, skin concealer & camouflage, lip gloss, lip pencils, lip brushes, lip balm.
DREAM TINT	77159787	3502442	9/16/08	003	Cosmetics, namely, tinted moisturizer
IN TOUCH	77173969	3499741	9/9/2008	003	Cosmetics, namely cream color for lips and cheeks
JANE IREDALE	77277983	3511008	10/7/2008	021	Cosmetic brushes
POWDER-ME SPF	77291089	3551285	12/23/08	003	Sunscreen
JUST KISSED	77291754	3644271	6/23/2009	003	Cosmetics, namely, a lip plumper
ZAP&HIDE	77331514	3609666	4/21/09	003	Cosmetics, namely, a blemish concealer
DOT THE I	77559182	3732364	12/29/09	003	Disposable cotton swab with dispensing liquid eye makeup remover
BITTY BROW KIT	77662097	3861556	10/12/10	003	Eyebrow kit comprised of a powdered eyebrow color, eyebrow wax, and two applicator brushes
SO-BRONZE	77662872	4113407	3/20/2012	003	Skin bronzer

Name	Serial #	Regis. #	Registration Date [Filing Date]	Class	Goods & Services
BEYOND MATTE	77768479	3857903	10/5/10	003	Face and body powder
LIP FIXATION	77768474	3857902	10/5/10	003	Lipstain and lip gloss
MYSTIKOL	77904883	3951908	4/26/2011	003	Cosmetics, namely, eye shadow
TANTASIA	77915040	3951943	4/26/2011	003	Self-tanning face and body cream gel
EYE STEPPES	77963090	3905706	1/11/2011	003	Cosmetics, namely, eye shadow compacts
RISE ABOVE WITH LOVE	85043960	3905863	1/11/2011	003, 035	Cosmetics, namely, loose and pressed face and body powders, lipstick, eye makeup, eye cream, eye shadow, eye pencils, eyeliner, mascara, blush, foundation, skin concealers and camouflage skin concealers, lip gloss, lip pencils, lip balm; Promoting public awareness of breast cancer
MY STEPPES	85144555	4077907	12/27/11	003	Cosmetics, namely, skin bronzer, blush, lip gloss
JUST KISSED	85144929	4081078	1/3/2012	003	Cosmetics, namely, lip stain, cheek stain
RISE ABOVE WITH LOVE (design mark)	85165813	4001644	7/26/2011	003, 035	Cosmetics, namely, loose and pressed face and body powders, lipstick, eye makeup, eye cream, eye shadow, eye pencils, eyeliner, mascara, blush, foundation, skin concealers and camouflage skin concealers, lip gloss, lip pencils, lip balm; Promoting public awareness of breast cancer

Name	Serial #	Regis. #	Registration Date [Filing Date]	Class	Goods & Services
GLOW TIME	85258020	4234671	10/30/12	003	Cosmetics, namely, a facial primer
ISPEEDMATCH	85261729	4230708	10/23/12	044	Cosmetic services, namely, matching foundation color to skin tone
SMOOTH AFFAIR	85316917	4280350	1/22/13	003	Cosmetics, namely, a facial primer and facial brightener
FEDORA MINERALS	85451485		[Filed: 10/19/11]	003 021	003 - Cosmetics, namely, loose and pressed face and body powders, lipstick, eye makeup, eye cream, eye shadow, eye pencils, eyeliner, mascara, blush, foundation, skin concealers and camouflage skin concealers, skin primers, self-tanners, skin bronzers, lip gloss, lip pencils, lip balm, facial sprays 021 - Cosmetic utensils; powder compacts; brushes, cosmetic brushes, powder puffs, cosmetic applicators
TINT TODAY. TAN TOMORROW.	85452249	4280556	1/22/13	003	Cosmetics, namely, self tanning face and body cream gel; skin bronzer
FEDORA MINERALS	85457202		[Filed: 10/26/11]	035	On-line retail store services in the field of cosmetics, cosmetic utensils, cosmetic applicators and cosmetic bags

Name	Serial #	Regis. #	Registration Date [Filing Date]	Class	Goods & Services
HAT DESIGN II and MINERALS	85539709		[Filed: 2/10/11]	003, 021, 035	<p>003 - Cosmetics, namely, loose and pressed face and body powders, powder compacts, lipstick, eye makeup, eye cream, eye shadow, eye pencils, eyeliner, mascara, blush, foundation, skin concealers and camouflage skin concealers, skin primers in the nature of creams or foundations for use in further makeup applications and to create an even skin tone, self-tanning preparations, skin bronzers, lip gloss, lip pencils, lip balm, facial sprays in the nature of sprays for hydrating and scenting skin and for setting further makeup applications</p> <p>021 - Cosmetic utensils, namely, cosmetic brushes, sponges for applying and removing make-up, powder compacts sold empty; brushes, namely, eyebrow brushes and brow groomers, cosmetic brushes, powder puffs, cosmetic applicators, namely foam applicators sticks for applying cosmetics</p> <p>035 - On-line retail store services in the field of cosmetics, cosmetic utensils, cosmetic applicators and cosmetic bags</p>

Name	Serial #	Regis. #	Registration Date [Filing Date]	Class	Goods & Services
LIPDRINK	85831593	4395802	9/3/13	003	Cosmetics, namely, lip balm.
REFILL-ME	85834747		[Filed: 1/29/13]	021	Container, namely, a refillable cosmetic canister with attached applicator <i>sold empty</i> (amended descr)
PUREBROW	85854530	4403393	9/17/2013	003	Cosmetics, namely, brow hair conditioner, brow hair tint, mascara
PUREGLOSS	85854525	4509265	4/8/14	003	Cosmetics, namely, lip gloss
PURELASH	85854537	4396221	9/3/13	003	Cosmetics, namely, mascara, eyelash conditioner
PUREMATTE	85854540	4396222	9/3/13	003	Cosmetics, namely, pressed face and body powder
PUREMOIST	85854545	4396223	9/3/13	003	Cosmetics, namely, lipstick
TRULY PURE	85854550	4400164	9/10/13	003	Cosmetics, namely, shampoo and conditioner
JELLY JAR	86109723		[Filed: 11/4/13]	003	Cosmetics, namely, eyeliner
EYE SHERE	86179681		[Filed: 1/31/14]	003	Cosmetics, namely, liquid eye shadow.
HANDDRINK	86182358		[Filed: 2/3/14]	003	Cosmetics, namely, moisturizing cream
MAGIC MITT	86193973		[Filed: 2/14/14]	021	Make-up removing cloth
EARLY MORNING	86329330		[Filed: 7/7/14]	003	Perfume
PLAYON	86386955		[Filed: 9/5/14]	003	Cosmetics, namely lip crayons and lipstick.

Country	Mark	App. #	Regis. #	Date of Regis.	Class	Goods & Services	Status/ Notes
Australia (IRP)	JANE IREDALE		842835	10/12/2004	003	Cosmetics and skin care products, loose and pressed face and body powder, eye shadows, mascara, lipsticks, lip and eye pencils, concealers and camouflage skin concealers, and skin conditions; perfumes, colognes and body lotions; cosmetic brushes	Registered
Bahamas	JANE IREDALE	27178	27178	8/25/2008	003	Cosmetics, make-up, nail polish, nail varnish, beauty products; toiletries and body care preparations; preparations for the cleaning, care and beautification of the skin, scalp, and hair; perfumes, eaux de toilette, colognes, fragrances, essential oils; soaps; sun blocking creams, lotions and oils; deodorants for personal use; dentifrices	Registered
Brazil	JANE IREDALE	831095431 830195423 831095415			03, 21, 35	3 - Cosmetics, make-up, nail polish, nail varnish, beauty products; toiletries and body care preparations; preparations for the cleaning, care and beautification of the skin, scalp, and hair; perfumes, eaux de toilette, colognes, fragrances, essential oils; soaps; sun blocking creams, lotions and oils; deodorants for personal use; dentifrices 21 – toilet cases; toilet sets; cosmetic utensils; powder compacts; toilet articles; combs, brushes (except pain brushes), cosmetic brushes,	Pending

Country	Mark	App. #	Regis. #	Date of Regis.	Class	Goods & Services	Status/ Notes
						nailbrushes, sponges, powder puffs, nail polishers, perfume sprayers, perfume vaporizers; soap dishes; sponge holders; household and kitchen utensils and containers, glassware, porcelain ware and earthenware, tableware, drinking glasses and mugs; insulated containers 35 – on-line retail store services featuring cosmetics, make-up, toiletries, body care preparations, and cosmetic utensils and cases; presentation of goods on communication media and the internet for marketing, advertising, promotion and sale; retail store services.	
Brazil	I (Stylized)	831095407 831095393			03, 21	3 - Cosmetics, make-up, nail polish, nail varnish, beauty products; toiletries and body care preparations; preparations for the cleaning, care and beautification of the skin, scalp, and hair; perfumes, eaux de toilette, colognes, fragrances, essential oils; soaps; sun blocking creams, lotions and oils; deodorants for personal use; dentifrices 21 – toilet cases; toilet sets; cosmetic utensils; powder compacts; toilet articles; combs, brushes (except pain brushes), cosmetic brushes, nailbrushes, sponges, powder puffs, nail polishers, perfume sprayers, perfume vaporizers; soap dishes;	Pending

Country	Mark	App. #	Regis. #	Date of Regis.	Class	Goods & Services	Status/ Notes
						sponge holders; household and kitchen utensils and containers, glassware, porcelain ware and earthenware, tableware, drinking glasses and mugs; insulated containers	
British Virgin Islands	JANE IREDALE	5019	5019	4/19/2009	48	Cosmetics, make-up, nail polish, nail varnish, beauty products; toiletries and body care preparations; preparations for the cleaning, care and beautification of the skin, scalp, and hair; Perfumes, eaux de toilette, colognes, fragrances, essential oils; soaps; sun blocking creams, lotions, and oils; deodorants for personal use; dentifrices	Registered
Canada	JANE IREDALE	1233095	TMA691109	6/29/2007		Cosmetics and skin care products, namely loose and pressed face and body powders, eye shadows, mascara, lipsticks, lip and eye pencils, skin concealers and camouflage skin concealers; cosmetic brushes.	Registered
Canada	I (Stylized)	1540819			03, 021, 035	3 - Cosmetics, make-up, nail polish, nail varnish, beauty products; toiletries and body care preparations; preparations for the cleaning, care and beautification of the skin, scalp, and hair; perfumes, eaux de toilette, colognes, fragrances, essential oils; soaps; sun blocking creams, lotions and oils; deodorants for personal use; dentifrices	Pending

Country	Mark	App. #	Regis. #	Date of Regis.	Class	Goods & Services	Status/ Notes
						21 – toilet cases; toilet sets; cosmetic utensils; powder compacts; toilet articles; combs, brushes (except pain brushes), cosmetic brushes, nailbrushes, sponges, powder puffs, nail polishers, perfume sprayers, perfume vaporizers; soap dishes; sponge holders; household and kitchen utensils and containers, glassware, porcelain ware and earthenware, tableware, drinking glasses and mugs; insulated containers 35 – on-line retail store services featuring cosmetics, make-up, toiletries, body care preparations, and cosmetic utensils and cases; presentation of goods on communication media and the internet for marketing, advertising, promotion and sale; retail store services.	
China (IRP)	JANE IREDALE		842835	10/12/2004	003	Cosmetics and skin care products, loose and pressed face and body powder, eye shadows, mascara, lipsticks, lip and eye pencils, concealers and camouflage skin concealers, and skin conditions; perfumes, colognes and body lotions; cosmetic brushes	Registered
China (Taiwan)	JANE IREDALE	93046283	01180533	11/16/2005	003	Cosmetics, make-up cosmetics, nail polish, nail varnish, body care preparations; perfumes, eaux de toilette, colognes, fragrances, essential oils; soaps, sun blocking creams,	Registered

Country	Mark	App. #	Regis. #	Date of Regis.	Class	Goods & Services	Status/ Notes
						lotions, and oils; deodorants for personal use; dentifrices; hair spray; hair dyeing preparations; cleaning preparations for human body; loose and pressed face and body powders eye shadows, mascara, lipsticks, lip and eye pencils, lip conditioners, skin concealers, camouflage skin concealers, skin bronzers and skin conditioners.	
China (Taiwan)	JANE IREDALE THE SKIN CARE MAKEUP	92019958	1082033	1/16/2004	003	Cosmetics	Registered
China (Taiwan)	JANE IREDALE (in Chinese)	190979	190979	12/1/2003	035	Online shopping, electronic shopping, retail of cosmetics	Assignment from MeCare Cosmetics Co., Ltd. recorded
China (Taiwan)	JANE IREDALE (in Chinese)	1072257	1072257	12/1/2003	003	Cosmetics	Assignment from MeCare Cosmetics Co., Ltd. recorded
China (Taiwan)	I (Stylized)	92037059	1087120	2/16/2004	003	Cosmetics	Registered

Country	Mark	App. #	Regis. #	Date of Regis.	Class	Goods & Services	Status/ Notes
European Community	FEDORA MINERALS	010388601	010388601	4/10/12	003, 021, 035	3 - Cosmetics, namely, loose and pressed face and body powders, lipstick, eye makeup, eye cream, eye shadow, eye pencils, eyeliner, mascara, blush, foundation, skin concealers and camouflage ski concealers, skin primers, self-tanners, skin bronzers, lip gloss, lip pencils, lip balm, facial sprays 21 – cosmetics utensils, powder compacts, brushes, cosmetics brushes, powder puffs, cosmetic applicators 35 – on-line retail services in the field of cosmetics, cosmetic utensils, cosmetic applicators and cosmetic bags	Registered
European Community	Hat Design with MINERALS	010641496	010641496	7/20/2012	003, 021, 035	3 - Cosmetics, namely, loose and pressed face and body powders, lipstick, eye makeup, eye cream, eye shadow, eye pencils, eyeliner, mascara, blush, foundation, skin concealers and camouflage ski concealers, skin primers, self-tanners, skin bronzers, lip gloss, lip pencils, lip balm, facial sprays 21 – cosmetics utensils, powder compacts, brushes, cosmetics brushes, powder puffs, cosmetic applicators 35 – on-line retail services in the field of cosmetics, cosmetic utensils, cosmetic applicators and cosmetic bags	Registered

Country	Mark	App. #	Regis. #	Date of Regis.	Class	Goods & Services	Status/ Notes
European Community	JANE IREDALE	004127338	004127338	1/31/2006	003, 018, 021	Cosmetics, make-up, nail polish, nail varnish, beauty products; toiletries and body care preparations; preparations for the cleaning, care and beautification of the skin, scalp, and hair; perfumes, eaux de toilette, colognes, fragrances, essential oils; soaps; sun blocking creams, lotions, and oils; deodorants for personal use; dentifrices; goods made from leather and imitations thereof no included in other classes; animal skins; bags, luggage, backpacks, trunks, traveling bags, attaché cases, brief cases, cosmetic bags, hand bags, tote bags, athletic bags, purses, wallets, billfolds, key cases, coin cases, passport cases, eyeless cases; umbrellas, parasols, walking sticks, whips, harness and saddlery; toilet cases; toilet sets; cosmetic utensils; powder compacts; toilet articles; combs, brushes (except paint brushes), cosmetic brushes, nailbrushes, sponges, powder puffs, nail polishers, perfume sprayers, perfume vaporizers, soap dishes; sponge holders; household and kitchen utensils and containers, glassware, porcelain ware and earthenware, tableware, drinking glasses and mugs, insulated containers.	Registered

Country	Mark	App. #	Regis. #	Date of Regis.	Class	Goods & Services	Status/ Notes
European Community	I (Stylized)	010216232	010216232	2/17/12	03, 21, 35	3 - Cosmetics, make-up, nail polish, nail varnish, beauty products; toiletries and body care preparations; preparations for the cleaning, care and beautification of the skin, scalp, and hair; perfumes, eaux de toilette, colognes, fragrances, essential oils; soaps; sun blocking creams, lotions and oils; deodorants for personal use; dentifrices 21 – toilet cases; toilet sets; cosmetic utensils; powder compacts; toilet articles; combs, brushes (except pain brushes), cosmetic brushes, nailbrushes, sponges, powder puffs, nail polishers, perfume sprayers, perfume vaporizers; soap dishes; sponge holders; household and kitchen utensils and containers, glassware, porcelain ware and earthenware, tableware, drinking glasses and mugs; insulated containers 35 – on-line retail store services featuring cosmetics, make-up, toiletries, body care preparations, and cosmetic utensils and cases.	Registered
European Community	D2O	011110641	011110641	5/10/2013	03	Cosmetics, make-up, toiletries and body care preparations; preparations for the cleaning, care and beautification of the skin, scalp and hair	Registered

Country	Mark	App. #	Regis. #	Date of Regis.	Class	Goods & Services	Status/ Notes
Finland (IRP)	JANE IREDALE		842835	10/12/2004	003	Cosmetics and skin care products, namely, loose and pressed face and body powders, eye shadows, mascara, lipsticks, lip and eye pencils, concealers and camouflage skin concealers, and skin conditions; perfumes, colognes and body lotions; cosmetics brushes	Registered
Hong Kong	JANE IREDALE	300297423	300297423	10/7/2004	003	Cosmetics, make-up, nail polish, nail varnish, beauty products; toiletries and body care preparations; preparations for the cleaning, care and beautification of the skin scalp and hair; perfumes, eaux de toilette, colognes, fragrances, essential oils soaps; sun blocking creams, lotions, and oils; deodorants for personal use; dentifrices.	Registered
International Register	JANE IREDALE		842835	10/12/2004	003	Cosmetics and skin care products, namely, loose and pressed face and body powders, eye shadows, mascara, lipsticks, lip and eye pencils, skin concealers and camouflage skin concealers, and skin conditions; perfumes, colognes and body lotions; cosmetic brushes	Registered
Israel	JANE IREDALE	217278	217278	12/5/2010	003	All goods in the class.	Registered

Country	Mark	App. #	Regis. #	Date of Regis.	Class	Goods & Services	Status/ Notes
Japan (IRP)	JANE IREDALE		842835	10/12/2004	003	Cosmetics and skin care products, namely, loose and pressed face and body powders, eye shadows, mascara, lipsticks, lip and eye pencils, concealers and camouflage skin concealers, and skin conditioners; perfumes, colognes and body lotions; cosmetic brushes	Registered
Korea (South) (IRP)	JANE IREDALE		842835	10/12/2004	003	Cosmetics and skin care products, namely, loose and pressed face and body powders, eye shadows, mascara, lipsticks, lip and eye pencils, concealers and camouflage skin concealers, and skin conditioners; perfumes, colognes and body lotions; cosmetic brushes	Registered
Malaysia	JANE IREDALE	2004-15324	04015324	6/28/2006	003	Cosmetics, make-up, nail polish, nail varnish, beauty products, toiletries and body care preparations; preparations for the cleaning, care and beautification of the skin, scalp, and hair; perfumes, eaux de toilette, colognes, fragrances, essential oils; soaps; sun blocking creams, lotions, and oils; deodorants for personal use; dentifrices.	Registered

Country	Mark	App. #	Regis. #	Date of Regis.	Class	Goods & Services	Status/ Notes
Mexico	JANE IREDALE	1373191	1457102	5/26/14	003	Cosmetics, make-up, nail polish, nail varnish, beauty products; toiletries and body care preparations; preparations for the cleaning, care and beautification of the skin, scalp and hair; perfumes, eaux de toilette, colognes, fragrances, essential oils; soaps; sun blocking creams, lotions, and oils; deodorants for personal use; dentifrices.	Registered.
Mexico	JANE IREDALE THE SKIN CARE MAKEUP	810154	1425143	1/9/2014	003	Cosmetics, make-up, nail polish, nail varnish, beauty products; toiletries and body care preparations; preparations for the cleaning, care and beautification of the skin, scalp, and hair; perfumes, eaux de toilette, colognes, fragrances, essential oils; soaps; sun blocking creams, lotions, and oils; deodorants for personal use; dentifrices	Registered.
New Zealand	JANE IREDALE	719593	719593	3/9/2006	003	Cosmetics, make-up, nail polish, nail varnish, beauty products; toiletries and body care preparations; preparation for the cleaning, care and beautification of the skin, scalp, and hair; perfumes, eaux de toilette, colognes, fragrances, essential oils; soaps; sun blocking cream, lotions, and oils; deodorants for personal use; dentifrices.	Registered

Country	Mark	App. #	Regis. #	Date of Regis.	Class	Goods & Services	Status/ Notes
Norway	FEDORA MINERALS	201112370	264056	2/20/2012	003, 021, 035	3 - Cosmetics, namely, loose and pressed face and body powders, lipstick, eye makeup, eye cream, eye shadow, eye pencils, eyeliner, mascara, blush, foundation, skin concealers and camouflage ski concealers, skin primers, self-tanners, skin bronzers, lip gloss, lip pencils, lip balm, facial sprays 21 – cosmetics utensils, powder compacts, brushes, cosmetics brushes, powder puffs, cosmetic applicators 35 – on-line retail services in the field of cosmetics, cosmetic utensils, cosmetic applicators and cosmetic bags	Registered

Country	Mark	App. #	Regis. #	Date of Regis.	Class	Goods & Services	Status/ Notes
Norway	JANE IREDALE	201109051	266898	8/29/12	003, 021, 035	3 - Cosmetics, make-up, nail polish, nail varnish, beauty products; toiletries and body care preparations; preparations for the cleaning, care and beautification of the skin, scalp, and hair; perfumes, eaux de toilette, colognes, fragrances, essential oils; soaps; sun blocking creams, lotions and oils; deodorants for personal use; dentifrices 21 - toilet cases; toilet sets; cosmetic utensils; powder compacts; toilet articles; combs, brushes (except pain brushes), cosmetic brushes, nailbrushes, sponges, powder puffs, nail polishers, perfume sprayers, perfume vaporizers; soap dishes; sponge holders; household and kitchen utensils and containers, glassware, porcelain ware and earthenware, tableware, drinking glasses and mugs; insulated containers 35 - on-line retail store services featuring cosmetics, make-up, toiletries, body care preparations, and cosmetic utensils and cases; presentation of goods on communication media and the internet for marketing, advertising, promotion and sale.	Registered

Country	Mark	App. #	Regis. #	Date of Regis.	Class	Goods & Services	Status/ Notes
Norway	I (stylized)	201109052	266900	8/29/2012	003, 021, 035	3 - Cosmetics, make-up, nail polish, nail varnish, beauty products; toiletries and body care preparations; preparations for the cleaning, care and beautification of the skin, scalp, and hair; perfumes, eaux de toilette, colognes, fragrances, essential oils; soaps; sun blocking creams, lotions and oils; deodorants for personal use; dentifrices 21 - toilet cases; toilet sets; cosmetic utensils; powder compacts; toilet articles; combs, brushes (except pain brushes), cosmetic brushes, nailbrushes, sponges, powder puffs, nail polishers, perfume sprayers, perfume vaporizers; soap dishes; sponge holders; household and kitchen utensils and containers, glassware, porcelain ware and earthenware, tableware, drinking glasses and mugs; insulated containers 35 - on-line retail store services featuring cosmetics, make-up, toiletries, body care preparations, and cosmetic utensils and cases; presentation of goods on communication media and the internet for marketing, advertising, promotion and sale.	Registered

Country	Mark	App. #	Regis. #	Date of Regis.	Class	Goods & Services	Status/ Notes
Norway	Hat Design II and MINERALS	201201382	272680	10/17/2013	03, 021, 035	3 - Cosmetics, namely, loose and pressed face and body powders, lipstick, eye makeup, eye cream, eye shadow, eye pencils, eyeliner, mascara, blush, foundation, skin concealers and camouflage ski concealers, skin primers, self-tanners, skin bronzers, lip gloss, lip pencils, lip balm, facial sprays 21 – cosmetics utensils, powder compacts, brushes, cosmetics brushes, powder puffs, cosmetic applicators 35 – on-line retail services in the field of cosmetics, cosmetic utensils, cosmetic applicators and cosmetic bags	Registered
Philippines	JANE IREDALE	4-2004-09698 10/15/04	4-2004-09698	5/26/2006	003	Cosmetics, make-up, nail polish, nail varnish, beauty products; toiletries and body care preparations; preparations for the cleaning, care and beautification of the skin, scalp and hair; perfumes, eaux de toilette, colognes, fragrances, essential oils; soaps; sun blocking creams, lotions, and oils; deodorants for personal use; dentifrices	Registered

Country	Mark	App. #	Regis. #	Date of Regis.	Class	Goods & Services	Status/ Notes
Russia (IRP)	JANE IREDALE		842835	10/12/2004	003, 021	Cosmetics and skin care products, namely, loose and pressed face and body powders, eye shadows, mascara, lipsticks, lip and eye pencils, concealers and camouflage skin concealers, and skin conditioners; perfumes, colognes and body lotions; cosmetic brushes	Registered
Singapore (IRP)	JANE IREDALE	T05/04161 C	T05/04161C	10/12/2004	003	Cosmetics and skin care products, namely loose and pressed face and body powders, eye shadows, mascara, lipsticks, lip and eye pencils, concealers and camouflage skin concealers, and skin conditioners; perfumes, colognes and body lotions	Registered
Switzerland (IRP)	JANE IREDALE		842836	10/12/2004	031	Cosmetics and skin care products, namely, loose and pressed face and body powders, eye shadows, mascara, lipsticks, lip and eye pencils, concealers and camouflage skin concealers, and skin conditioners; perfumes, colognes and body lotions; cosmetic brushes	Registered

Country	Mark	App. #	Regis. #	Date of Regis.	Class	Goods & Services	Status/ Notes
Thailand	JANE IREDALE	569233	231675	12/09/2005	003	Cosmetics, make-up, namely face, body and skin creams, milks, lotions, gels, powders, foundations, concealers, blushes, bronzers, eye shadows, mascara, lipsticks, lip and eye pencils, nail polish, nail varnish, beauty products; toiletries and body care preparations; preparations, namely, preparations for the leaning, care and beautification of the skin, scalp, and hair; perfumes, eaux de toilette, colognes, essential oils; soaps; sun blocking creams, lotions, oils; deodorants for personal use; dentifrices.	Registered

Country	Mark	App. #	Regis. #	Date of Regis.	Class	Goods & Services	Status/ Notes
Turkey	JANE IREDALE	2004/33952	2004/33952	10/15/2004	003, 018, 021	Cosmetics, make-up, nail polish, nail varnish, beauty products, toiletries and body care preparations; preparations for the cleaning, care and beautification of the skin, scalp, and hair; perfumes, eaux de toilette, colognes, fragrances, essential oils; soaps; sun blocking creams, lotions, and oils; deodorants for personal use; dentifrices; Goods made from leather and imitations thereof not included in other classes; animal skins; bags, luggage, backpacks, trunks, traveling bags, attaché cases, brief cases, cosmetic bags, hand bags, tote bags, athletic bags; purses, wallets, billfolds, key cases, coin cases, passport cases, umbrellas, parasols, walking sticks, shoes, harness and saddlery; toilet cases; toilet sets; cosmetic utensils; powder compacts; toilet articles; combs, brushes (except pain brushes), cosmetic brushes, nailbrushes, sponges, powder puffs, nail polishers, perfume sprayers, perfume vaporizers; soap dishes; sponge holders; household and kitchen utensils and containers, glassware, porcelain ware and earthenware, tableware, drinking glasses and mugs; insulated containers.	Registered

Country	Mark	App. #	Regis. #	Date of Regis.	Class	Goods & Services	Status/ Notes
UAE	JANE IREDALE	163380			003	Bleaching preparations and other substances for laundry use; cleaning, polishing, scouring and abrasive preparations; cosmetics; moisturizers; toners; serums; masks; cleansers; toiletries; soaps; perfumery; fragrances; essential oils; shampoos; conditioners; anti-perspirants and deodorants for personal use; preparations for the care and treatment of the body, face, skin or hair; body scrubs; bath gels; bath oils; bath creams; facial moisturizing lotions; body creams; eau de toilette; parfums; scented body sprays; body gels; body lotions; body creams; body masks; body contouring patches; facial creams, lotions, and toners; dentifrices; detergents (not for use in industrial or manufacturing processes or for medical use)	Examination pending

Country	Mark	App. #	Regis. #	Date of Regis.	Class	Goods & Services	Status/ Notes
UAE	JANE IREDALE (in Arabic)	163381			003	Bleaching preparations and other substances for laundry use; cleaning, polishing, scouring and abrasive preparations; cosmetics; moisturizers; toners; serums; masks; cleansers; toiletries; soaps; perfumery; fragrances; essential oils; shampoos; conditioners; anti-perspirants and deodorants for personal use; preparations for the care and treatment of the body, face, skin or hair; body scrubs; bath gels; bath oils; bath creams; facial moisturizing lotions; body creams; eau de toilette; parfums; scented body sprays; body gels; body lotions; body creams; body masks; body contouring patches; facial creams, lotions, and toners; dentifrices; detergents (not for use in industrial or manufacturing processes or for medical use)	Examination pending

Country	Mark	App. #	Regis. #	Date of Regis.	Class	Goods & Services	Status/ Notes
UAE	Stylized "I"	163382			003	Bleaching preparations and other substances for laundry use; cleaning, polishing, scouring and abrasive preparations; cosmetics; moisturizers; toners; serums; masks; cleansers; toiletries; soaps; perfumery; fragrances; essential oils; shampoos; conditioners; anti-perspirants and deodorants for personal use; preparations for the care and treatment of the body, face, skin or hair; body scrubs; bath gels; bath oils; bath creams; facial moisturizing lotions; body creams; eau de toilette; parfums; scented body sprays; body gels; body lotions; body creams; body masks; body contouring patches; facial creams, lotions, and toners; dentifrices; detergents (not for use in industrial or manufacturing processes or for medical use)	Examination pending

Country	Mark	App. #	Regis. #	Date of Regis.	Class	Goods & Services	Status/ Notes
Vietnam	JANE IREDALE	4-2011-17835	193860	10/16/2012	03, 21, 35	3 - Cosmetics, make-up, nail polish, nail varnish, beauty products; toiletries and body care preparations; preparations for the cleaning, care and beautification of the skin, scalp, and hair; perfumes, eaux de toilette, colognes, fragrances, essential oils; soaps; sun blocking creams, lotions and oils; deodorants for personal use; dentifrices 21 – toilet cases; toilet sets; cosmetic utensils; powder compacts; toilet articles; combs, brushes (except pain brushes), cosmetic brushes, nailbrushes, sponges, powder puffs, nail polishers, perfume sprayers, perfume vaporizers; soap dishes; sponge holders; household and kitchen utensils and containers, glassware, porcelain ware and earthenware, tableware, drinking glasses and mugs; insulated containers 35 – on-line retail store services featuring cosmetics, make-up, toiletries, body care preparations, and cosmetic utensils and cases; presentation of goods on communication media and the internet for marketing, advertising, promotion and sale; retail store services.	Registered

Country	Mark	App. #	Regis. #	Date of Regis.	Class	Goods & Services	Status/ Notes
Vietnam	I (Stylized)	4-2011-17836			03, 21	3 - Cosmetics, make-up, nail polish, nail varnish, beauty products; toiletries and body care preparations; preparations for the cleaning, care and beautification of the skin, scalp, and hair; perfumes, eaux de toilette, colognes, fragrances, essential oils; soaps; sun blocking creams, lotions and oils; deodorants for personal use; dentifrices 21 – toilet cases; toilet sets; cosmetic utensils; powder compacts; toilet articles; combs, brushes (except pain brushes), cosmetic brushes, nailbrushes, sponges, powder puffs, nail polishers, perfume sprayers, perfume vaporizers; soap dishes; sponge holders; household and kitchen utensils and containers, glassware, porcelain ware and earthenware, tableware, drinking glasses and mugs; insulated containers	Pending

3. Grantor's copyrights:

Description	Date of Registration	Regis. #
Jane Iredale: the skin care makeup	2003-11-18	TX0005839265
A comprehensive guide to Jane Iredale The Skin Care Makeup	2003-08-13	TX0005822193
Innovation, the skin care makeup: natural mineral cosmetics	2003-12-11	TX0005904888
Jane Iredale The Skin Care Makeup natural mineral cosmetics	2003-12-03	TX0005822190
Jane Iredale The Skin Care Makeup, shades & colours (color chart)	2003-11-18	TX0005822194

EXHIBIT A

SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Supplement") made as of this __ day of _____, by **IREDALE MINERAL COSMETICS, LTD.**, a corporation organized under the laws of the State of Delaware ("Grantor"), with an address at 50 Church Street, Great Barrington, MA 01230 in favor of **ENHANCED SMALL BUSINESS INVESTMENT COMPANY, LP** ("Enhanced"), a limited partnership with an address at 601 Lexington Ave, 55th Floor, New York, NY 10022.

W I T N E S S E T H

WHEREAS, Grantor and Agent are parties to a certain Intellectual Property Security Agreement dated as of October [___], 2014 (as the same heretofore may have been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the "IP Agreement"). Capitalized terms used herein but not otherwise defined herein shall have the meanings given thereto in the IP Agreement;

WHEREAS, pursuant to the terms of the IP Agreement, to secure the prompt payment and performance of all Obligations to each Agent, Lenders and each other Secured Party, Grantor has assigned, pledged and granted to Agent, for its benefit and for the ratable benefit of each Agent, Lenders and each other Secured Party, a continuing security interest in and to and Lien on all of Grantor's right, title and interest in, to and under the Intellectual Property Collateral of Grantor, all whether now owned or hereafter created, arising and/or acquired; and

WHEREAS, also pursuant to the IP Agreement, Grantor has agreed that upon the acquisition by Grantor of any new Registered Intellectual Property, Grantor shall deliver to Agent a Supplement to the IP Agreement in the form of Exhibit A to such IP Agreement pursuant to which Grantor shall reconfirm the grant by it of a security interest in all such newly acquired Registered Intellectual Property, which such Supplement is intended by the parties to be filed with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by each party hereto, and intending to be legally bound, and with the foregoing background and recitals incorporated by reference, Grantor agrees as follows:

1. Grant and Reaffirmation of Grant of Security Interests. Without limiting any other grant of Lien by Grantor in any Collateral under the Credit Agreement or any Other Document, to secure the prompt payment and performance of all Obligations to Agent, Issuer, Lenders and each other Secured Party, Grantor hereby assigns, pledges and grants to Agent, for its benefit and for the ratable benefit of Lenders and each other Secured Party, a continuing security interest in and to and Lien on all of Grantor's right, title and interest in, to and under the

following Collateral of Grantor, all whether now owned or hereafter created, arising and/or acquired:

(a) the newly acquired Registered Intellectual Property listed on Schedule 1 to this Supplement (together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing);

(b) all goodwill of the business connected with the use of, and symbolized by, any trademark and trademark application covered by (a) above; and

(c) all other property otherwise constituting Intellectual Property Collateral relating to the foregoing.

Grantor agrees that all such newly acquired Intellectual Property Collateral described above shall be included in and be part of the Intellectual Property Collateral under and subject to all of the terms and provisions of the IP Agreement. Grantor hereby authorizes Agent to file and record a copy of this Supplement with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable

2. Representations and Warranties. Grantor hereby represents and warrants to Agent and to the Lenders that Schedule I hereto sets forth a full, complete and correct list of all Registered Intellectual Property Collateral owned by Grantor as of the date hereof not listed on Schedule 1 to the original IP Agreement or any Schedule to any other Supplement to the original IP Agreement delivered by Grantor since the date thereof.

3. Incorporation of the IP Agreement. The terms and provisions of the IP Agreement are hereby incorporated by reference and this Supplement shall be considered an amendment and supplement to and part of the IP Agreement, all of the provisions of which IP Agreement are and remain in full force and effect.

[Signatures on Following Page]
[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, Grantor has duly executed this Supplement to the IP Security Agreement as of the date first written above.

GRANTOR:

IREDALE MINERAL COSMETICS, LTD.

By: _____

Name:

Title:

ACCEPTED AND AGREED
as of the date first above written:

ENHANCED SMALL BUSINESS INVESTMENT COMPANY, LP

By: Enhanced Small Business Investment Company GP, LLC, its General Partner

By: _____

Name: _____

Title: _____

[Signature Page to IP Security Agreement – Supplement Date _____]

SCHEDULE I TO SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT
DATED _____