

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM321818

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cathay Bank		04/08/2013	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Markwins Beauty Products, Inc.		
Street Address:	22067 FERRERO PARKWAY		
City:	CITY OF INDUSTRY		
State/Country:	CALIFORNIA		
Postal Code:	91789		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3198397	TROPEZ	
CORRESPONDENCE DATA			
Fax Number:	2128135901		
<i>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.</i>			
Phone:	2128135900		
Email:	assignments@fzlj.com		
Correspondent Name:	Susan Upton Douglass		
Address Line 1:	Fross Zelnick Lehrman & Zissu, P.C.		
Address Line 2:	866 United Nations Plaza		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	STTA 0808639		
NAME OF SUBMITTER:	Susan Upton Douglass		
SIGNATURE:	/joseph gerber/		
DATE SIGNED:	10/31/2014		
Total Attachments: 2			
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source=Release of July 29, 2009 Security Interest (F1555219x96B9E)#page2.tif			

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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK

This Termination and Release of Security Interest in Trademark ("Release") is dated as of April 8, 2013, and is made by CATHAY BANK ("Lender") in its capacity as Lender under that certain Business Loan Agreement dated as of January 26, 2006, as amended from time to time, including pursuant to that certain Loan Modification Agreement dated as of August 17, 2007 and that certain Second Loan Modification Agreement dated as of July 28, 2009 (collectively, the "Loan Agreement") in connection with the grant to Lender by MARKWINS BEAUTY PRODUCTS, INC., a California corporation ("Grantor"), of security interests in certain trademarks in favor of Lender.

RECITALS

WHEREAS, in order to induce Lender to make loans to Grantor upon the terms and conditions specified in the Loan Agreement, Grantor agreed to grant to Lender continuing security interests and liens in and to certain trademarks;

WHEREAS, pursuant to the terms of that certain Trademark Security Agreement dated as of July 28, 2009 (the "2009 Trademark Security Agreement"), Grantor did grant to Lender a continuing security interest in and lien upon all of the rights, title and interests of Grantor to, in and under the following:

(i) (A) the word mark "Tropez" (the "Tropez Trademark") and all goodwill associated with the Tropez Trademark, whether existing as of the date of the Trademark Security Agreement or thereafter acquired, all registrations and recordings of the Tropez Trademark and all applications in connection with the Tropez Trademark whether published or registered in the U.S. Patent and Trademark Office ("USPTO") or in any similar office or agency of the United States or any State thereof, including U.S. Registration No. 3,198,397 which issued on January 16, 2007, and all common law rights related to the Tropez Trademark, (B) the right to, and to obtain, all renewals thereof, (C) all rights to sue at law or in equity, or otherwise recover, for any past, present and future infringements, dilutions, or other violations of any of the foregoing, or for any injury to goodwill, (D) all proceedings of the foregoing, including licenses, royalties, income payments, claims, damages, and proceeds of suit, and (E) all other rights of any kind whatsoever accruing thereunder or pertaining thereto (collectively, the "Trademark");

(ii) all goodwill in the businesses of Grantor connected with the use of, or otherwise symbolized by the Trademark; and

(iii) all income, products and proceeds of each of the foregoing, including without limitation, all claims by Grantor against third parties for past, present or future (a) infringement or dilution of the Trademark, and (B) injury to any goodwill associated with the Trademark (items (i) through (iii) collectively, the "Tropez Trademark Collateral");

WHEREAS, the 2009 Trademark Security Agreement was recorded with the Assignment Recordation Branch of the USPTO on July 29, 2009, at Reel 004033, Frame 0407 ; and

WHEREAS, Grantor has requested that Lender release its security interest in the Tropez Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Release, Lender hereby states as follows:

AGREEMENT

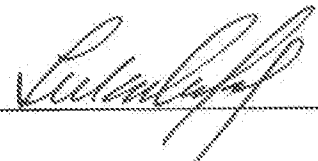
1. **Release of Security Interest.** Lender hereby terminates, releases, and discharges its security interest in the Tropez Trademark Collateral and reassigns to Grantor thereto all right, title and interest of Lender in the Tropez Trademark Collateral. Notwithstanding anything herein to the contrary, this Release shall not constitute a termination, release or discharge of the security interest of Lender in any Trademark Collateral (as defined in the 2009 Trademark Security Agreement) other than the Tropez Trademark Collateral.

2. **Further Assurances.** Lender shall, at Grantor's sole cost and expense, and without representation, warranty or recourse, take all further actions, and provide to Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Grantor to more fully and effectively effectuate the purposes of this Release.

3. **Governing Law.** THIS RELEASE, AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF CALIFORNIA, WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS.

IN WITNESS WHEREOF, Lender has caused this Release to be executed and delivered by its duly authorized officer or representatives as of the date first set forth above.

CATHAY BANK,
Lender under the Loan Agreement described
above

By:  _____

Name: Susan Yang

Title: Senior Vice President