

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM322538

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Palladio Beauty Group, LLC		10/24/2014	LIMITED LIABILITY COMPANY: DELAWARE
Palladio Beauty Group Holding, Inc.		10/24/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Webster Bank, National Association		
Street Address:	185 Asylum Street, 5th Floor		
Internal Address:	CityPlace I		
City:	Hartford		
State/Country:	CONNECTICUT		
Postal Code:	06103-3494		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85689127	GLAM STUDIO	
CORRESPONDENCE DATA			
Fax Number:	8602758299		
<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:	860-275-8285		
Email:	jscheib@rc.com		
Correspondent Name:	Jacqueline P. Scheib		
Address Line 1:	280 Trumbull Street		
Address Line 2:	Robinson & Cole LLP		
Address Line 4:	Hartford, CONNECTICUT 06103		
NAME OF SUBMITTER:	Jacqueline P. Scheib		
SIGNATURE:	/Jacqueline P. Scheib/		
DATE SIGNED:	11/07/2014		
Total Attachments: 4			
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TRADEMARK

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**AMENDMENT NO. 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Amendment No. 1 (this "**Amendment**") to the Intellectual Property Security Agreement, dated as of April 13, 2012 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Agreement**"), is made the 24th day of October, 2014 by and among PALLADIO BEAUTY GROUP, LLC, a Delaware limited liability company ("**Borrower**"), PALLADIO BEAUTY GROUP HOLDING, INC., a Delaware corporation ("**Parent**", and, together with Borrower, the "**Grantors**" and singly, each a "**Grantor**") and WEBSTER BANK, NATIONAL ASSOCIATION, a national banking association (the "**Secured Party**").

WHEREAS, on April 13, 2012, the Borrower and the Secured Party entered into that certain Loan Agreement, dated as of April 13, 2012, as amended by that certain Waiver, Consent and Amendment No. 1 to Loan Agreement dated as of September 13, 2012, that certain Amendment No. 2 to Loan Agreement and Reaffirmation dated as of February 1, 2013 and that certain Amendment No. 3 to Loan Agreement and Reaffirmation dated of even date herewith (as so amended and as further amended from time to time, the "**Loan Agreement**") securing Grantor's intellectual property as Collateral to the Secured Party;

WHEREAS, pursuant to Section 6(d) and Section 7 of the Agreement, the Grantors and the Secured Party desire to amend Schedule B-1 of the Agreement;

WHEREAS, simultaneously with the execution hereof, the Grantors and the Secured Party are amending Schedule B-1 of the Agreement.

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:


1. Schedule B-1 to the Agreement is hereby amended to incorporate the trademark disclosed on Schedule B-1 attached hereto.
2. Subject to the Loan Agreement, all other terms and conditions of the Agreement shall remain unmodified and in full force and effect.
3. For avoidance of doubt, the Agreement shall not operate as a sale, transfer, conveyance or other assignment to the Secured Party of any applications by any Grantor for a Trademark (as defined in the Agreement) based on an intent to use the same if and so long as such application is pending and not matured into a registered Trademark (such pending applications which are based on intent to use being hereinafter referred to collectively as "Intent To Use Applications"), but rather, if and so long as any Grantor Intent To Use Application is pending the Agreement shall operate only to create a security interest for collateral purposes in favor of the Secured Party on such Intent To Use Application as collateral security for the Secured Obligations (as defined in the Agreement).

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IN WITNESS WHEREOF, each party has signed this Amendment as of the date first set forth above.

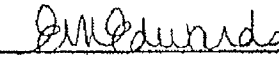
PALLADIO BEAUTY GROUP, LLC

WEBSTER BANK,
NATIONAL ASSOCIATION

By: 
Name: Erin O'Brien Edwards
Title: Secretary

By: _____
Name: Hans Jung
Title: Vice President

PALLADIO BEAUTY GROUP
HOLDINGS, INC.

By: 
Name: Erin O'Brien Edwards
Title: Secretary

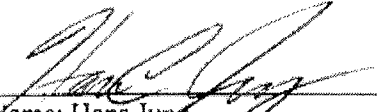
Signature Page to Amendment No. 1 to Intellectual Property Security Agreement

IN WITNESS WHEREOF, each party has signed this Amendment as of the date first set forth above.

PALLADIO BEAUTY GROUP, LLC

WEBSTER BANK,
NATIONAL ASSOCIATION

By: _____
Name: Erin O'Brien Edwards
Title: Secretary

By:  _____
Name: Hans Jung
Title: Vice President

PALLADIO BEAUTY GROUP
HOLDINGS, INC.

By: _____
Name: Erin O'Brien Edwards
Title: Secretary

Signature Page to Amendment No. 1 to Intellectual Property Security Agreement

TRADEMARK
REEL: 005396 FRAME: 0615

Schedule B-1

U.S. Registrations

TRADEMARK	COUNTRY	APPLICATION/ REGISTRATION NUMBER	APPLICATION/ REGISTRATION DATE	STATUS
GLAM STUDIO	United States	85,689,127	July 27, 2012	Pending

International Trademarks

TRADEMARK	COUNTRY	APPLICATION/ REGISTRATION NUMBER	APPLICATION/ REGISTRATION DATE	STATUS
PALLADIO HERBAL & VITAMIN ENRICHED COSMETICS Logo	China	2013 1311872	August 2, 2013	Pending