

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM326016

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PETER COPPOLA BEAUTY, LLC		09/30/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	DAVIDSON GROUP, LLC		
Street Address:	1465 BROADWAY		
City:	HEWLETT		
State/Country:	NEW YORK		
Postal Code:	11557		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	85870087	PETER COPPOLA KERATIN ADVANCE	
Serial Number:	85870089	PETER COPPOLA KERATIN CONCEPT	
Serial Number:	86248098	COPPOLA	
Serial Number:	86000989	HAIR IS YOUR MOST IMPORTANT ACCESSORY	
Registration Number:	3287456	PETER COPPOLA	
Serial Number:	86172216	REWIND THE STRANDS OF TIME	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	trademarks@pch-iplaw.com		
Correspondent Name:	Michael B. Chesal		
Address Line 1:	2 S. Biscayne Blvd., Suite 3700		
Address Line 4:	Miami, FLORIDA 33131		
NAME OF SUBMITTER:	Michael B. Chesal		
SIGNATURE:	/mbc/		
DATE SIGNED:	12/12/2014		
Total Attachments: 13			
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SECURITY AGREEMENT

THIS SECURITY AGREEMENT ("Agreement") is made effective as of September 30, 2014, by and between **PETER COPPOLA BEAUTY, LLC**, a Delaware limited liability company (hereinafter referred to as "Debtor") and **DAVIDSON GROUP, LLC**, a Delaware limited liability company, whose mailing address is 1465 Broadway, Hewlett, New York 11557 (hereinafter referred to as "Secured Party").

WITNESSETH:

WHEREAS, Debtor, inter alia, is indebted to Secured Party pursuant to those certain loans made and evidenced by that certain Amended and Restated Operating Agreement of Debtor ("Operating Agreement") dated September 30, 2014 in the existing aggregate outstanding principal amount of FOUR MILLION TWENTY-THREE THOUSAND SIX HUNDRED AND NO/100 DOLLARS (\$4,023,600) ("Existing Loans"); and

WHEREAS, it is anticipated by and between the parties hereto that Secured Party may make additional advances from time to time under the Operating Agreement, in immediately available funds of legal and lawful tender of the United States of America, which shall bear interest at the rate specified in the Operating Agreement on the principal amount thereof outstanding from the date of advance of such principal until repayment, less all principal payments (whether by prepayment or otherwise) theretofore paid pursuant to the Operating Agreement; and

WHEREAS, Secured Party requires that Debtor enter into, inter alia, this Agreement in order to secure the timely performance of Debtor's obligations under any and all liabilities, obligations and indebtedness of Debtor to Secured Party, whether direct or indirect, primary or secondary, fixed or contingent, sole, joint or several, or otherwise due or to become due, now existing or hereafter arising, including, but not limited to, the Existing Loans and any additional sums that shall at any time hereafter be owed by Debtor to Secured Party (collectively, "Obligations").

NOW, THEREFORE, in consideration of TEN and NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. DEFINITIONS: Secured Party and Debtor agree that, unless otherwise specified herein, the following terms shall have the meanings set forth below:

(a) "Assets" means: all assets of every type and description, real, personal and mixed, tangible and intangible, now owned or hereafter acquired by Debtor, including, but not limited to, all Contracts and the types of collateral identified by the following terms, which terms shall have the meaning ascribed to them in Article 9 of the Uniform Commercial Code as adopted and amended in the State of Florida (Chapter 679, Florida Statutes):

(i) All "Goods", including, but not limited to, all "Consumer Goods", all "Equipment" and all accessions thereto, all "Fixtures" and all "Inventory";

(ii) All "Documents";

(iii) All "Instruments";

(iv) All "Chattel Paper";

(v) All "General Intangibles" (including without limitation those described on **Exhibit "A"** attached hereto and made a part hereof); and

(vi) All "Accounts".

(b) "Contracts" means: (i) all "Leases," as hereinafter defined, all "Licenses," as hereinafter defined, and all management, service, supply and maintenance contracts and agreements and other contractual arrangements which have heretofore been or will hereinafter be executed by or on behalf of Debtor or which have been assigned to Debtor in connection with the business owned by Debtor; and (ii) all Debtor's rights, privileges, benefits, options, exemptions, reservations and other rights of any kind or nature whether now owned or hereinafter acquired, relating to or pertaining to, either directly or indirectly, the businesses owned by Debtor, or the ownership, marketing, sale, rental, use, development or operation thereof.

(c) "Leases" means any and all leases, subleases, licenses, concessions, rentals or grants of other possessory interests now or hereafter in force, oral or written, covering or affecting the businesses owned by Debtor.

(d) "Licenses" means any and all licenses now or hereafter in force owned by Debtor, together with any renewals or replacements thereof.

2. CREATION OF SECURITY INTEREST IN COLLATERAL: Debtor hereby grants Secured Party, in order to secure the payment of the Obligations when due, whether by acceleration or otherwise, a security interest in all the following property of Debtor, whether now owned or hereafter acquired, and wherever located (collectively, "Collateral"):

(a) any and all Assets;

(b) any and all substitutions therefor or replacements thereof; and

(c) the proceeds, rents, royalties, revenues, income, profits and/or products of any and all the foregoing.

Without limiting the foregoing, "Assets" shall include the following, whether now existing or arising in the future, now owned or hereafter acquired by Debtor: all furniture, equipment, rolling stock, and other fixed assets of Debtor; all accounts receivable, trade receivables, notes receivable and insurance proceeds and other awards receivable; all rights and benefits accruing to Debtor, whether arising from present or from future agreements to which the Debtor is or will be a party or of which Debtor is or will be a beneficiary; all other actions, causes of action and other rights of every kind of Debtor; all operating data and records of Debtor, including all customer lists, financial, accounting and credit records; correspondence, budgets and other similar documents and records; all intellectual property of Debtor, including all trademarks, trade names, patents, patent applications, licenses thereof, trade secrets, formulae, designs and drawings, slogans, copyrights, processes, operating rights, other licenses and permits and any other similar general intangible property and rights relating to the products or businesses of Debtor; all cash and cash equivalents of Debtor; all short-term investments of Debtor, including bank accounts, certificates of deposit and treasury bills; all prepaid and deferred items of Debtor; including prepaid rentals, insurance, taxes and unbilled charges and deposits relating to the operations of Debtor; and any goodwill and the going concern value of Debtor.

3. RESTRAINT: So long as the Obligations, or any part thereof, are outstanding, Debtor shall not, without the prior written consent of Secured Party, which consent shall not be unreasonably withheld, borrow from anyone on the security of, or pledge, or grant any security interest in, any Collateral, or permit any lien or encumbrance to attach to any of the foregoing, or any levy to be made thereon, or any financing statement to be on file with respect thereto.

4. OFFICE: Debtor represents that its principal place of business and the location where it keeps the Collateral is at the address specified in the preamble to this Agreement. Debtor will immediately advise Secured Party in writing of the opening of any new place of business or the closing of its existing place of business, and of any change in the location of the place where its Collateral or its records concerning its Collateral are kept.

5. DOCUMENTS: Debtor will promptly: (i) join with Secured Party in executing financing statement(s) deemed advisable or necessary by Secured Party; (ii) execute and deliver to Secured Party upon demand, such additional assurances and instruments as may be required by Secured Party for the purpose of maintaining the security of Secured Party in good standing as well as the priority of such security interest and effectuating the intent of this Agreement; and (iii) in the event of default of the terms hereof, execute all such documents and do all such acts necessary to have the ownership of the Collateral transferred into the name of Secured Party.

6. INDEMNIFICATION: Debtor hereby indemnifies Secured Party and holds Secured Party forever harmless from and against any and all loss, cost, expense, damage or threats of claim resulting from any default under this Agreement by Debtor including, but not limited to, attorneys' and paralegals' fees and court costs through all trial and appellate levels.

7. INSURANCE: The Debtor shall keep all Collateral insured under policies of all-risk insurance (which shall include, but shall not be limited to, fire, extended coverage and vandalism) placed with companies and agents approved by Secured Party and such insurance shall be carried in amounts which Secured Party may reasonably deem sufficient for its complete protection, but in no event shall such amount be less than the aggregate principal sum of the Obligations. The premiums for all such insurance shall be paid by Debtor not later than thirty (30) days before the same are due. The original certificates of such policies shall be delivered to and held by Secured Party and shall be made payable to Secured Party as secured party, making loss or losses under said policy or policies payable to Secured Party, as its interest may appear. In the event any sum of money becomes payable under such policy or policies, Secured Party shall have the option: (i) to require that the proceeds of such policy or policies be placed in escrow to be applied, in the event of a default hereunder against the Obligations secured hereby, or to be returned to Debtor when the Obligations secured hereunder are discharged; or (ii) to permit Debtor to receive and use such proceeds, or any part thereof, for other purposes, without thereby waiving or impairing any equity, lien or right under and by virtue of this Agreement. The placing of such insurance and the paying of the premium of such insurance, or any part thereof, by Secured Party shall not be deemed to waive or affect any right of Secured Party hereunder. If at any time during the term of this Agreement any insurance policies shall be canceled and returned premiums become available, these returned premiums shall belong to Secured Party and, at the option of Secured Party, may be credited by Secured Party against the Obligations secured hereunder. Any rights of Secured Party to any insurance proceeds shall in no way be affected or impaired by reason of the fact that Secured Party may have exercised any remedy available to Secured Party. In the event any losses shall be payable on any insurance policies covering the Collateral, Debtor and all successors in title and all persons now or hereafter holding inferior liens on such damaged and/or destroyed property hereby appoint Secured Party agent and attorney-in-fact to endorse such proceeds, check(s) or draft(s) for the purpose, at the option of Secured Party, of applying them against the Obligations.

8. COVENANTS: Debtor covenants and agrees that it shall:

(a) make all sums of money payable by virtue of the Obligations and this Agreement, or either, promptly on the days the same severally come due within any period of grace applicable thereto. The Obligations secured hereunder are payable in lawful money of the United States of America without deduction for or on account of any present or future taxes, duties or other charges levied or imposed on the Obligations or the proceeds thereof, or upon the maker or holder thereof by any government, or any instrumentality, authority or political subdivision thereof. Failure to do so shall constitute a default under the terms of this Agreement;

(b) make all payments of taxes, including, but not limited to, assessments, levies, liabilities, obligations and encumbrances of every nature upon the Collateral before same become delinquent. Debtor shall deliver to Secured Party receipts evidencing the payment of said taxes, assessments, levies, etc. immediately upon the payment thereof as required in this paragraph. In default thereof, said Secured Party may at any time pay the same without waiving or affecting any

rights hereunder and every payment so made shall bear interest from the date hereof at the highest rate permitted by Florida law;

(c) pay upon demand any cost, charge and expense, including reasonable attorneys' and paralegals' fees through all trial and appellate levels, incurred or paid at any time by Secured Party arising out of the failure of Debtor to timely perform and comply with and abide by any of the stipulations, agreements, conditions and covenants of the Obligations and this Agreement;

(d) within five (5) days after written demand by Secured Party, execute in such form as shall be required and supplied by Secured Party, an estoppel certificate and waiver of defenses (to the extent applicable and, if inapplicable, specifying any such defense), duly acknowledged, setting forth the amount unpaid under the Obligations and the general status of this Agreement;

(e) keep adequate records and books of account in accordance with generally accepted accounting principles with respect to Debtor's businesses and will permit Secured Party, its agents, accountants and attorneys to visit and inspect the Collateral and examine its records and books of account and to discuss its affairs, finances and accounts with Secured Party at such reasonable times during normal business hours as may be requested by Secured Party upon forty-eight (48) hours' notice. In that regard, an officer or director of Buyer shall be present during such examination;

(f) within five (5) business days after the end of each month and within thirty (30) days after the end of each fiscal year, provide Secured Party with, respectively: (i) monthly merchant statements received for each bank regarding each and every merchant account then established, maintained and existing for the Debtor; and (ii) monthly and annual financial statements of each of the Debtor (including a balance sheet and profit and loss statement) prepared by Debtor's accountants in accordance with generally accepted accounting principles applied on a consistent basis with that being used as of this date (whether same be a compilation, review or audit of the books and records). The delivery of such merchant statements and financial statements shall constitute a representation by Debtor to Secured Party that such merchant statements and financial statements are true and correct and that such statements have been prepared in accordance with generally accepted accounting principles consistently applied;

(g) within five (5) days after the date all tax returns are required to be filed with the appropriate governmental and/or quasi-governmental agencies (without regard to extensions) with respect to the Debtor's business, provide Secured Party with true and correct copies of all such tax returns;

(h) upon request by Secured Party, give Secured Party assignments, in form acceptable to Secured Party, of specific Accounts or groups of Accounts, and of monies due and to become due under specific Contracts;

(i) furnish to Secured Party a copy, with such duplicate copies as Secured Party may request, of the invoice applicable to each Account assigned to Secured Party or arising out of a Contract, bearing a statement that such Account has been assigned to Secured Party, and such additional statements as Secured Party may require;

(j) inform Secured Party immediately of the rejection of goods, delay in delivery or performance, or claims made, in regard to any Account or Contract right specifically assigned to Secured Party; and

(k) furnish to Secured Party schedules of all Assets in such reasonable detail as Secured Party may request.

9. NO EXEMPTION: Debtor hereby declares that the Collateral forms no part of any property owned, used or claimed by either as exempted from forced sale under the laws of the State of Florida, and disclaims, waives and renounces all and every claim to exemption under any homestead exemption.

10. CONVEYANCE: The sale, lease, transfer or other conveyance of the Collateral or any part thereof (other than the sale of inventory in the ordinary course of business) or the transfer of the controlling stock interest in the Debtor without the prior written consent of Secured Party shall, at Secured Party's option, constitute an immediate default of this Agreement. No Collateral shall be demolished or substantially altered, nor shall any Collateral be removed without the prior written consent of said Secured Party; provided, however, that Debtor shall have the right to repair such Collateral without the written consent of Secured Party and shall be obligated to keep the Collateral in good condition and repair. The sole exceptions to the prohibition on sales of collateral are as follows: the Debtor shall have the right to sell Inventory in the ordinary course of its business; and Debtor may substitute any and all of the Collateral, but only with the prior written consent of Secured Party which shall not be unreasonably withheld.

11. PRIOR LIENS: Debtor represents and warrants to Secured Party that there is no security interest or any other lien of any kind or character on any of the Collateral, except as is created by this Agreement.

12. LAWFUL PURPOSE: Debtor shall not use the Collateral or allow the same to be used for any unlawful purpose or in violation of any law, ordinance or regulation now or hereafter covering or affecting the use thereof.

13. DEFAULT: If any of the Obligations shall be in default, or if any of the stipulations, agreements, conditions and covenants contained in this Agreement are not duly performed and complied with and such nonperformance or noncompliance is not cured within any period for cure applicable thereto, same shall be considered a default of this Agreement and the Obligations. Upon such default, the aggregate amount of the Obligations then remaining unpaid and all other sums due hereunder or otherwise secured hereby shall, at Secured Party's option, become immediately due and

payable as fully and completely as if all the said sums of money were originally stipulated to be paid on such day, anything in the Obligations or in this Agreement to the contrary notwithstanding; and thereupon or thereafter, at the option of Secured Party, without notice or demand, suit at law or in equity may be prosecuted as if all monies secured hereby had matured prior to the institution of such suit, and Secured Party shall have, in addition to any other rights and remedies which Secured Party may have in law or in equity, the immediate right to exercise without demand any and all rights and remedies granted to a secured party under Chapter 679, Florida Statutes (Article 9 of the U.C.C. as enacted in Florida). Upon any such acceleration, any interest reserved, paid or to be paid in excess of the maximum lawful rate of interest shall be abated, or if previously reserved or paid, shall be credited against the aggregate sum of principal so accelerated.

The Collateral, or any part thereof, may be sold in one parcel as an entirety or in such parcels, in such manner and in such order as Secured Party may elect, in its sole discretion and to the maximum extent permitted by law. Upon any sale made under or by virtue of this Agreement, whether made under a power of sale, by virtue of judicial proceeding or otherwise, Secured Party may, at its option, bid for and acquire the Collateral, and in lieu of paying cash therefor, may make settlement for the purchase price by crediting upon the indebtedness then due hereunder the amount of Secured Party's bid.

The rights and remedies of Secured Party hereunder and under any writing evidencing the Obligations secured hereby, shall be cumulative and concurrent and may be pursued separately, successively or together against Debtor, the Collateral, or both, at the sole discretion of Secured Party, and may be exercised as often as occasion therefor shall arise, all to the maximum extent permitted by law. If Secured Party elects at any time to proceed under any one right or remedy, Secured Party may at any time cease proceeding under such right or remedy and proceed under any other right or remedy under this Agreement under any writing evidencing any Liability secured hereby, or at law or in equity. The failure to exercise any of the aforementioned rights or remedies shall in no event be construed as a waiver or release of the default giving rise to such right or remedy, and shall not affect Debtor's obligation to pay and perform the Obligations and to perform the Debtor's obligation hereunder in accordance with the terms hereof. In the event Secured Party shall have proceeded to enforce any right under this Agreement and such proceeding shall have been discontinued or abandoned for any reason, then in every such case Debtor and Secured Party shall be restored to their former positions, and the rights, remedies and powers of Secured Party shall continue as if no such proceedings had been commenced.

14. NO WAIVER: No extension of the time or modification of the terms of payment of the Obligations and no release of any part or parts of the Collateral by Secured Party shall release, relieve or discharge Debtor of the Obligations secured hereunder, but in such event, Debtor shall nevertheless be liable to pay the Obligations according to the terms of such extension or modification unless Secured Party specifically releases and discharges the Obligations in writing. Any acceptance by Secured Party of part payment of any Obligations, or of part performance of any covenant, or delay by Secured Party for any period of time in exercising the option to accelerate the entire debt secured hereby shall not operate as a waiver of the right to exercise such option to accelerate the entire debt secured hereby. Secured Party may, at its exclusive option and only if in writing signed by Secured Party, release any portion of the Collateral either with or without any consideration for such release or releases, without in any manner affecting the liability of Debtor, and without affecting, disturbing or impairing in any manner whatsoever the validity and priority of the lien created by Agreement for the full amount of the Obligations which remains unpaid, upon the entire remainder of the Collateral which is unreleased, and without in any manner affecting or impairing to any extent whatsoever any and all other collateral security which may be held by Secured Party. It is understood and agreed by Debtor and Secured Party that any release or releases of the Collateral may be made by Secured Party without the consent or approval of any other person or persons whomsoever.

15. OTHER ACTIONS: If any action or proceeding to which Secured Party is made a party, or in which it shall become necessary to defend or uphold the lien created by this Agreement, shall be commenced by any person, all sums paid by Secured Party for the expense of any such litigation (including reasonable attorneys' and paralegals' fees through all trial and appellate levels)

shall be paid by Debtor to Secured Party together with interest thereon at the highest rate permitted by Florida law, upon demand by Secured Party.

16. RIGHTS OF SECURED PARTY: In the event Debtor fails to pay any charges or obligations or perform any acts required to be paid or performed by Debtor hereunder within the time set forth for such payment or performance, Secured Party shall have the right to pay such charge or obligation and perform such act without waiving or affecting the option of Secured Party to consider this Agreement in default. All monies advanced by Secured Party pursuant to this Paragraph shall be deemed additional monies owed by Debtor to Secured Party, shall be payable with interest from the date of advance thereof at the highest rate permitted by Florida law upon demand of Secured Party therefor and shall be secured by the lien created by this Agreement.

17. COSTS: Debtor shall pay to Secured Party all lawful charges and disbursements, including attorneys' and paralegals' fees through all administrative, trial and appellate levels, incurred by Secured Party in connection with the protection or enforcement of the rights of Secured Party hereunder, and all such sums shall be secured by the lien created by this Agreement.

18. CAPTIONS: Captions and headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement or the intent of any provision hereof.

19. MODIFICATION: This Agreement may not be changed or modified except in a writing signed by the parties hereto.

20. BENEFIT: All rights of Secured Party hereunder shall inure to the benefit of its successors and assigns; and all obligations of Debtor hereunder shall bind its successors and assigns.

21. COUNTERPARTS: This Agreement and any amendments may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

22. APPLICABLE LAW: This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or remaining provisions of this Agreement. It is hereby agreed by and between the parties that the Fifteenth (15th) Judicial Circuit in and for Palm Beach County, Florida is the proper venue for all legal proceedings.

23. GENDER AND USE OF PLURAL AND SINGULAR: All terms and words used in this Agreement, regardless of gender in which used, shall be deemed to include any other gender as the context or the use thereof may require. All terms and words used in this Agreement shall refer to the plural and singular form of such terms and words whenever the context shall so require.

STATE OF FLORIDA)
COUNTY OF Palm Beach) ss

The foregoing instrument was acknowledged before me this 3rd day of Sept, 2014, by Karen Davidson, Manager of Davidson Group, LLC, a Delaware limited liability company, on behalf of the company. She is personally known to me or has produced _____ as identification.

Marilyn G. Olmsted
Notary Public
Marilyn G. Olmsted
Printed Name of Notary
My commission expires:



EXHIBIT "A"

**Peter Coppola Beauty, LLC
Peter John Coppola**

Trademark Image Report
Status: ACTIVE

Printed: 9/9/2014 Page 1

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
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PETER COPPOLA KERATIN ADVANCE

UNITED STATES	PCB.002UST	3/7/2013	85/870,087			PENDING	03
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PETER COPPOLA KERATIN CONCEPT

UNITED STATES	PCB.003UST	3/7/2013	85/870,089			PENDING	03
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COPPOLA

UNITED STATES	PCB.006UST	4/10/2014	86/248,098			PENDING	03
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HAIR IS YOUR MOST IMPORTANT ACCESSORY

UNITED STATES	PCB.004UST	7/2/2013	86/000,989			ALLOWED	03
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PETER COPPOLA

CANADA	PCB.001CAT	7/18/2014	1685915			PENDING	03
EUROPEAN UNION (CT	PCB.001EUT	7/4/2014	13056015			PENDING	03,08,44
UNITED STATES	PCB.001UST	11/3/2006	77/036,314	9/4/2007	3,287,456	REGISTERED	03,44

REWIND THE STRANDS OF TIME

UNITED STATES	PCB.005UST	1/22/2014	86/172,216			ALLOWED	03
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END OF REPORT

TOTAL ITEMS SELECTED = 8