TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM327846

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Paris Presents Incorporated		12/31/2014	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	BNP Paribas
Street Address:	787 Seventh Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Banking Corporation: FRANCE

PROPERTY NUMBERS Total: 83

Property Type	Number	Word Mark
Serial Number:	77568521	ALL FOUR THE CAUSE
Serial Number:	77575475	BE GREEN, LIVE CLEAN
Serial Number:	86159964	BEAUTIFUL YOU, BEAUTIFUL WORLD
Serial Number:	86447125	ECOTOOLS BEAUTIFUL YOU, BEAUTIFUL WORLD
Serial Number:	77568640	BLOOMING PLANET
Serial Number:	77569687	CLEAN SKIN, CLEANER WORLD
Serial Number:	86168794	COMPLEXION COLLECTION
Serial Number:	77728462	CONTAIN & SUSTAIN
Serial Number:	86176216	E
Serial Number:	77575493	ECOFOAM
Serial Number:	77575467	ECOINSIDERS
Serial Number:	77744677	ECOPOUF
Serial Number:	77728581	ECOPUMICE
Serial Number:	85249445	ECOTOOLS
Serial Number:	77227931	ECOTOOLS
Serial Number:	77305203	ECOTOOLS
Serial Number:	77387621	ECOTOOLS
Serial Number:	77979047	ECOTOOLS

CH $2090.00 77568521

Property Type	Number	Word Mark
Serial Number:	85965554	ECOTOOLS
Serial Number:	77660363	ECOTOOLS EARTH-FRIENDLY BEAUTY
Serial Number:	77983354	ECOTOOLS EARTH-FRIENDLY BEAUTY
Serial Number:	85069046	ECOTOOLS EARTH-FRIENDLY BEAUTY
Serial Number:	86012530	ECOTOOLS LOOK BEAUTIFUL. LIVE BEAUTIFULL
Serial Number:	85048708	
Serial Number:	86454908	
Serial Number:	86453438	
Serial Number:	85821511	ECOVENT
Serial Number:	77652536	GOING GREEN HAS NEVER BEEN MORE REWARDIN
Serial Number:	77575485	GREEN, CLEAN, GO
Serial Number:	77912741	LOOK GORGEOUS, LOVE GREEN
Serial Number:	77564896	LOVE HEELS ALL
Serial Number:	85249380	NONSTOP MOISTURE
Serial Number:	77564885	ONE HAND HELPS THE OTHER
Serial Number:	77766240	PASSION FOR CHANGE
Serial Number:	77946143	PLANT A KISS
Serial Number:	77608636	POLISHED AND PROTECTED
Serial Number:	86176092	PURE COMPLEXION FACIAL SPONGE
Serial Number:	77575448	REPLENISH YOUR NATURAL RESOURCES
Serial Number:	85590189	THE STRENGTH OF SCIENCE AND THE BEAUTY O
Serial Number:	77555592	SUSTAINABLE SOFTNESS
Serial Number:	85297825	BEHIND THE LOOK
Serial Number:	86159436	BOLD METALS
Serial Number:	85975464	REAL TECHNIQUES
Serial Number:	85836715	REAL TECHNIQUES
Serial Number:	85836770	REAL TECHNIQUES
Serial Number:	86081227	REAL TECHNIQUES
Serial Number:	86225626	REAL TECHNIQUES
Serial Number:	85945178	REAL TECHNIQUES
Serial Number:	86413365	REAL TECHNIQUES
Serial Number:	86400597	RT
Serial Number:	85976246	YOUR CONNECTION TO BEAUTY INSPIRATION
Serial Number:	86431779	COLORELEASE
Serial Number:	86461402	BODY BENEFITS BY BODY IMAGE
Serial Number:	74504837	BODY IMAGE
Serial Number:	77557950	BODY IMAGE
Serial Number:	78206946	DAILY LUXURIES

Property Type	Number	Word Mark
Serial Number:	86428068	DAILY LUXURIES
Serial Number:	77929499	DAILY NECESSITIES
Serial Number:	78328945	DAILY NECESSITIES
Serial Number:	78328939	DAILY NECESSITIES
Serial Number:	86403209	DIRECT CONNECTION MARKETING
Serial Number:	75815913	ESSENTIAL TOOLS
Serial Number:	77344650	FABULICIOUS
Serial Number:	77876835	GREAT MAKEUP STARTS WITH A GREAT BRUSH
Serial Number:	86098382	LIVE, LAUGH, LATHER
Serial Number:	86413499	LIVE LAUGH LATHER
Serial Number:	85709232	LOVELY LAB
Serial Number:	73365033	MON IMAGE
Serial Number:	73627195	MON IMAGE
Serial Number:	75778229	MON IMAGE
Serial Number:	78976333	MS. MAKEUP
Serial Number:	76343760	MS. MANICURE
Serial Number:	76343596	MS. PEDICURE
Serial Number:	78255832	PACK IT UP!
Serial Number:	86403215	PARIS PRESENTS DIRECT CONNECTION MARKETI
Serial Number:	78330406	RAZZ
Serial Number:	78330399	RAZZ
Serial Number:	78728778	RAZZABLES
Serial Number:	77807843	SAVOUR
Serial Number:	85443664	SCENT BAR
Serial Number:	75181775	STUDIO BASICS
Serial Number:	77975347	SUGAR RUSH
Serial Number:	78144045	THE BATHERY

CORRESPONDENCE DATA

Fax Number: 2026638007

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: 2026638000
Email: dctm@pillsburylaw.com
Correspondent Name: Patrick J. Jennings
Address Line 1: 1200 Seventeenth Street, NW
Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER:	042802-0000243
NAME OF SUBMITTER:	Patrick J. Jennings

SIGNATURE:	/Pat Jennings/
DATE SIGNED:	01/02/2015

Total Attachments: 17
source=BNPP_Paris Presents - Second Lien Intellectual Property Security Agreement (Trademarks)#page1.tif
source=BNPP_Paris Presents - Second Lien Intellectual Property Security Agreement (Trademarks)#page2.tif
source=BNPP_Paris Presents - Second Lien Intellectual Property Security Agreement (Trademarks)#page3.tif
source=BNPP_Paris Presents - Second Lien Intellectual Property Security Agreement (Trademarks)#page4.tif
source=BNPP_Paris Presents - Second Lien Intellectual Property Security Agreement (Trademarks)#page5.tif
source=BNPP_Paris Presents - Second Lien Intellectual Property Security Agreement (Trademarks)#page6.tif
source=BNPP_Paris Presents - Second Lien Intellectual Property Security Agreement (Trademarks)#page7.tif
source=BNPP_Paris Presents - Second Lien Intellectual Property Security Agreement (Trademarks)#page8.tif
source=BNPP_Paris Presents - Second Lien Intellectual Property Security Agreement (Trademarks)#page9.tif
source=BNPP_Paris Presents - Second Lien Intellectual Property Security Agreement (Trademarks)#page10.tif
source=BNPP_Paris Presents - Second Lien Intellectual Property Security Agreement (Trademarks)#page11.tif
source=BNPP_Paris Presents - Second Lien Intellectual Property Security Agreement (Trademarks)#page12.tif
source=BNPP_Paris Presents - Second Lien Intellectual Property Security Agreement (Trademarks)#page13.tif
source=BNPP_Paris Presents - Second Lien Intellectual Property Security Agreement (Trademarks)#page14.tif
source=BNPP_Paris Presents - Second Lien Intellectual Property Security Agreement (Trademarks)#page15.tif
source=BNPP_Paris Presents - Second Lien Intellectual Property Security Agreement (Trademarks)#page16.tif
source=BNPP_Paris Presents - Second Lien Intellectual Property Security Agreement (Trademarks)#page17.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this **"Agreement"**) is made as of December 31, 2014 (the **"Effective Date"**) between each of the signatories hereto (collectively, the **"Grantor"**) in favor of **BNP PARIBAS**, as collateral agent for the Secured Parties (in such capacity, the **"Collateral Agent"**) (as defined in the Second Lien Pledge and Security Agreement referred to below).

RECITALS:

WHEREAS, reference is made to that certain Second Lien Pledge and Security Agreement, dated as of December 31, 2014 (as it may be amended, restated, supplemented or otherwise modified from time to time, the **"Second Lien Pledge and Security Agreement"**), by and among the Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Second Lien Pledge and Security Agreement, the Grantor has (i) as collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of the Grantor's right, title and interest in, to and under the Collateral (as defined in the Second Lien Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office, and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor and the Collateral Agent agree as follows:

Section 1. Grant of Security. As collateral security for the Secured Obligations, the Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of the Grantor's right, title and interest in, to and under the following:

(a) All United States trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, and other source identifiers of a like nature, all registrations and applications for any of the foregoing including, but not limited to those listed on Schedule 1 hereto and (i) all extensions or renewals of any of the foregoing, (ii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iii) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to the related goodwill, and (iv) all Proceeds of the foregoing, including royalties, income, payments, claims, damages, and proceeds of suit (collectively, **"Trademarks"**).

Section 2. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

Section 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

TRADEMARK
REEL: 005433 FRAME: 0715

Section 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Second Lien Pledge and Security Agreement and the Second Lien Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Second Lien Pledge and Security Agreement and the Second Lien Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Second Lien Pledge and Security Agreement or the Second Lien Credit Agreement, the provisions of the Second Lien Pledge and Security Agreement or the Second Lien Credit Agreement shall govern.

[remainder of page intentionally left blank]

TRADEMARK
REEL: 005433 FRAME: 0716

IN WITNESS WHEREOF, the undersigned has set his hand hereunto as of the date first written above.

PARIS PRESENTS INCORPORATED

By: _____

Name: Patrick J. O'Brien

Title: Chief Executive Officer and President

BNP PARIBAS, as Collateral Agent

By: _____
Name: Peter Fritz
Title: Vice President

By: _____
Name: Michael Ramhild
Title: Director

TRADEMARK
REEL: 005433 FRAME: 0719

Trademarks

MARK	COUNTRY	APP NO	FILE DATE	REG NO	REG DATE	REG STATUS
ALL FOR THE CAUSE	United States	77568521	9/12/2008	3719691	12/1/2009	Registered
BE GREEN, LIVE CLEAN	United States	77575475	9/22/2008	3732447	12/29/2009	Registered
BEAUTIFUL YOU, BEAUTIFUL WORLD	United States	86159964	1/8/2014			Pending - Allowed
ECOTOOLS BEAUTIFUL YOU, BEAUTIFUL WORLD & Design	United States	86447125	11/7/2014			Pending
BLOOMING PLANET	United States	77568640	9/12/2008	3723440	12/8/2009	Registered

MARK	COUNTRY	APP. NO.	FILE DATE	REG. NO.	REG. DATE	REG. STATUS
CLEAN SKIN, CLEANER WORLD	United States	77569687	9/15/2008	3723443	12/8/2009	Registered
COMPLEXION COLLECTION	United States	86168794	1/17/2014	4618949	10/7/2014	Registered
CONTAIN & SUSTAIN	United States	77728462	5/4/2009	3800845	6/8/2010	Registered
E LEAF design	United States	86176216	1/27/2014			Pending - Allowed
ECOFOAM	United States	77575493	9/22/2008	3735018	1/5/2010	Registered
ECOINSIDERS	United States	77575467	9/22/2008	3732446	12/29/2009	Registered
ECOPOUF	United States	77744677	5/26/2009	3769210	3/30/2010	Registered
ECOPUMICE	United States	77728581	5/4/2009	3832783	8/10/2010	Registered
ECOTOOLS	United States	85249445	2/23/2011	4250646	11/27/2012	Registered
ECOTOOLS	United States	77277931	7/12/2007	3528526	11/4/2008	Registered
ECOTOOLS	United States	77305203	10/16/2007	3778557	4/20/2010	Registered

TRADEMARK
REEL: 005433 FRAME: 0720

MARK	COUNTRY	APP. NO.	FILE DATE	REG. NO.	REG. DATE	REG. STATUS
ECOTOOLS	United States	77387621	2/4/2008	3729090	12/22/2009	Registered
ECOTOOLS	United States	77979047	6/16/2008	3797526	6/1/2010	Registered
ECOTOOLS	United States	85965554	6/20/2013	4577266	7/29/2014	Registered
ECOTOOLS EARTH-FRIENDLY BEAUTY	United States	77660363	1/30/2009	4621339	10/14/2014	Registered
ECOTOOLS EARTH-FRIENDLY BEAUTY	United States	77983354	1/30/2009	4218255	10/2/2012	Registered
ECOTOOLS EARTH-FRIENDLY BEAUTY design	United States	85069046	6/22/2010	3964956	5/24/2011	Registered
ECOTOOLS LOOK BEAUTIFUL. LIVE BEAUTIFULLY	United States	86012530	7/17/2013			Pending - Allowed

TRADEMARK
REEL: 005433 FRAME: 0721

MARK	COUNTRY	APP. NO.	FILE DATE	REG. NO.	REG. DATE	REG. STATUS
ECOTOOLS trade dress	United States	85048708	5/26/2010	4192626	8/21/2012	Registered
ECOTOOLS trade dress (2012 green)	United States	86454908	11/14/2014			Pending
ECOTOOLS trade dress (2014 blue)	United States	86453438	11/13/2014			Pending
ECOVENT	United States	85821511	1/11/2013	4507317	4/1/2014	Registered
GOING GREEN HAS NEVER BEEN MORE REWARDING	United States	77652536	1/20/2009	3782333	4/27/2010	Registered
GREEN, CLEAN, GO	United States	77575485	9/22/2008	3732448	12/29/2009	Registered
LOOK GORGEOUS, LOVE GREEN	United States	77912741	1/15/2010	3945606	4/12/2011	Registered
LOVE HEELS ALL	United States	77564896	9/8/2008	3723422	12/8/2009	Registered

TRADEMARK
REEL: 005433 FRAME: 0722

MARK	COUNTRY	APP. NO.	FILE DATE	REG. NO.	REG. DATE	REG. STATUS
NONSTOP MOISTURE	United States	85249380	2/23/2011	4155122	6/5/2012	Registered
ONE HAND HELPS THE OTHER	United States	77564885	9/8/2008	3723420	12/8/2009	Registered
PASSION FOR CHANGE	United States	77766240	6/23/2009	3804623	6/15/2010	Registered
PLANT A KISS	United States	77946143	2/26/2010	3945867	4/12/2011	Registered
POLISHED AND PROTECTED	United States	77608636	11/6/2008	3815222	7/6/2010	Registered
PURE COMPLEXION FACIAL SPONGE	United States	86176092	1/27/2014	4584501	8/12/2014	Registered
REPLENISH YOUR NATURAL RESOURCES	United States	77575448	9/22/2008	3726439	12/15/2009	Registered

TRADEMARK
REEL: 005433 FRAME: 0723

MARK	COUNTRY	APP. NO.	FILE DATE	REG. NO.	REG. DATE	REG. STATUS
THE STRENGTH OF SCIENCE AND THE BEAUTY OF NATURE	United States	85590189	4/5/2012			Pending - Allowed
SUSTAINABLE SOFTNESS	United States	77555592	8/26/2008	3723389	12/8/2009	Registered
BEHIND THE LOOK	United States	85297825	4/18/2011	4028965	9/20/2011	Registered
BOLD METALS	United States	86159436	1/7/2014			Pending - Allowed
REAL TECHNIQUES	United States	85975464	6/21/2010	4017264	8/23/2011	Registered
REAL TECHNIQUES	United States	85836715	1/30/2013			Pending
REAL TECHNIQUES	United States	85836770	1/30/2013			Pending
REAL TECHNIQUES	United States	86081227	10/2/2013			Pending - Allowed

TRADEMARK
REEL: 005433 FRAME: 0724

MARK	COUNTRY	APP. NO.	FILE DATE	REG. NO.	REG. DATE	REG. STATUS
REAL TECHNIQUES	United States	86225626	3/19/2014			Pending - Allowed
REAL TECHNIQUES	United States	85945178	5/29/2013	4593988	8/26/2014	Registered
REAL TECHNIQUES	United States	86413365	10/2/2014			Pending
RT design	United States	86400597	9/19/2014			Pending
YOUR CONNECTION TO BEAUTY INSPIRATION	United States	85976246	4/18/2011	4137056	5/1/2012	Registered
COLORELEASE	United States	86431779	10/22/2014			Pending
BODY BENEFITS BY BODY IMAGE	United States	86461402	11/21/2014			Pending
BODY IMAGE	United States	74504837	3/25/1994	2004712	10/1/1996	Registered
BODY IMAGE	United States	77557950	8/28/2008	3598390	3/31/2009	Registered

TRADEMARK
REEL: 005433 FRAME: 0725

MARK	COUNTRY	APP. NO.	FILE DATE	REG. NO.	REG. DATE	REG. STATUS
DAILY LUXURIES	United States	78206946	1/24/2003	2791451	12/9/2003	Registered
DAILY LUXURIES	United States	86428068	10/20/2014			Pending
DAILY NECESSITIES	United States	77929499	2/5/2010	3986625	6/28/2011	Registered
DAILY NECESSITIES	United States	78328945	11/17/2003	3142905	9/12/2006	Registered
DAILY NECESSITIES design	United States	78328939	11/17/2003	3142904	9/12/2006	Registered
DIRECT CONNECTION MARKETING	United States	86403209	9/23/2014			Pending
ESSSENTIAL TOOLS	United States	75815913	10/1/1999	2428967	2/13/2001	Registered
FABULICIOUS	United States	77344650	12/5/2007	3873770	11/9/2010	Registered
GREAT MAKEUP	United States	77876835	11/19/2009	3929699	3/8/2011	Registered

TRADEMARK
REEL: 005433 FRAME: 0726

MARK	COUNTRY	APP. NO.	FILE DATE	REG. NO.	REG. DATE	REG. STATUS
STARTS WITH A GREAT BRUSH						
LIVE, LAUGH, LATHER	United States	86098382	10/21/2013			Pending - Allowed
LIVE LAUGH LATHER	United States	86413499	10/2/2014			Pending
LOVELY LAB	United States	85709232	8/21/2012			Pending - Allowed
MON IMAGE	United States	73365033	5/17/1982	1281609	6/12/1984	Registered
MON IMAGE	United States	73627195	10/27/1986	1501938	Aug-88	Registered
MON IMAGE design	United States	75778229	8/18/1999	2454032	5/22/2001	Registered
MS. MAKEUP	United States	78976333	8/6/2003	3002977	9/27/2005	Registered
MS. MANICURE	United States	76343760	11/30/2001	2780306	11/4/2003	Registered
MS. PEDICURE design	United States	76343596	11/30/2001	2782709	11/11/2003	Registered

TRADEMARK
REEL: 005433 FRAME: 0727

MARK	COUNTRY	APP. NO.	FILE DATE	REG. NO.	REG. DATE	REG. STATUS
PACK IT UP!	United States	78255832	5/29/2003	3107514	6/20/2006	Registered
PARIS PRESENTS DIRECT CONNECTION MARKETING	United States	86403215	9/23/2014			Pending
RAZZ	United States	78330406	11/19/2003	3136514	8/29/2006	Registered
RAZZ design	United States	78330399	11/19/2003	3136513	8/29/2006	Registered
RAZZABLES	United States	78728778	10/7/2005	3291872	9/11/2007	Registered
SAVOUR	United States	77807843	8/19/2009	3887488	12/7/2010	Registered
SCENT BAR	United States	85443664	10/10/2011	4369278	7/16/2013	Registered
STUDIO BASICS	United States	75181775	10/15/1996	2191333	9/22/1998	Registered
SUGAR RUSH	United States	77975347	11/13/2006	3432497	5/20/2008	Registered
THE BATHERY	United States	78144045	7/15/2002	2805826	1/13/2004	Registered

TRADEMARK
REEL: 005433 FRAME: 0728

Domain Names

beautifulyoubeautifulworld.com
bodybenefitbybodyimage.com
bodybenefits.mx
bodybenefitsbybodyimage.com
bodybenefitsbybodyimageproducts.com
boldmetals.co.uk
boldmetals.net
boldmetals.org
boldmetalsbrushes.com
boldmetalsbysamandnic.com
buyparispresents.com
ecotoolbeauty.com
ecotoolbrush.com
ecotoolbrushes.com
ecotoolhair.com
ecotoolmakeup.com
ecotools.ae
ecotools.at
ecotools.ch
ecotools.co.il
ecotools.com
ecotools.cz
ecotools.kr
ecotools.lt
ecotools.lu
ecotools.lv
ecotools.mx
ecotools.rs
ecotools.si
ecotools.vn
ecotools.xxx
ecotoolsbath.com
ecotoolsgivesback.com
ecotoolshair.com
ecotoolshairbrushes.com
ecotoolsinsiders.com
ecotoolskorea.com
ecotoolslivingbeautifully.com
ecotoolsmakeup.com
ecotoolsmakeupbrushes.com
ecotoolsproducts.com
lookbeautifulivebeautifully.com

lovelylab.com
monimage.mx
parispresents.xxx
razzproducts.com
realtechniques.ae
realtechniques.at
realtechniques.biz
realtechniques.ch
realtechniques.co.il
realtechniques.co.nz
realtechniques.cz
realtechniques.dk
realtechniques.lt
realtechniques.lu
realtechniques.lv
realtechniques.me
realtechniques.mx
realtechniques.si
realtechniques.tv
realtechniques.us
realtechniques.vn
realtechniques.xxx
realtechniquesboldmetals.com
realtechniquesbysamandnicchapman.com
realtechniquesbysamanthachapman.com
realtechniquescosmeticbrushes.com
realtechniquesmakeupbrushes.com
skinplements.com
skinplements.net
studio-basics.com
realtechniques.org
realtechniques.net
realtechniques.mobi
realtechniques.info
realtechniques.com
readerrescue.com
razzbath.com
razzables.com
parispresents.com
msmanicure.com
msglam.com
mrgrooming.com
eco-tools.com

dailyluxuries.com
bodyimagebath.com
bodybenefitsbath.com