

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM333721

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kumar Ramani		02/01/2015	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	WG Products Company, Inc.		
Street Address:	70 Maltese Drive		
City:	Totowa		
State/Country:	NEW JERSEY		
Postal Code:	07512		
Entity Type:	CORPORATION: NEW JERSEY		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Serial Number:	86334494	E X O T I C A	
Serial Number:	86058211	LIQUIDLOOFAH	
Serial Number:	86334479	SINCERELY	
Registration Number:	4647298	HARVEY PRINCE TEMPTRESS	
Serial Number:	85265665	EAU FLIRT	
Serial Number:	85255433	PRETTY YOUNG THING	
Serial Number:	85255408	PERFUMISTA	
Serial Number:	85255377	EAU DE CRÉME	
Serial Number:	85255359	EAU DE LITE	
Serial Number:	85252594	COUPLING	
Serial Number:	85244200	HARVEY PRINCE	
Serial Number:	85089021	HARVEY PRINCE EAU TEASE	
Serial Number:	77536735	ANTI-AGE FRAGRANCE	
CORRESPONDENCE DATA			
Fax Number:	7322246599		
<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:	7327413900		
Email:	dcampbell@ghclaw.com		

CH \$340.00 86334494

Correspondent Name: Donald F. Campbell, Jr.
Address Line 1: 125 Half Mile Road, Ste. 300
Address Line 2: Giordano, Halleran & Ciesla
Address Line 4: Red Bank, NEW JERSEY 07701

ATTORNEY DOCKET NUMBER: 19422/0001

NAME OF SUBMITTER: Donald F. Campbell, Jr.

SIGNATURE: /Donald F. Campbell, Jr./

DATE SIGNED: 03/02/2015

Total Attachments: 22

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FORBEARANCE AND SECURITY AGREEMENT

This Forbearance and Security Agreement ("Agreement") is dated this 1 day of February, 2015, by and between KUMAR RAMANI ("Debtor"), and WG PRODUCTS ("Lender").

BACKGROUND

- A. Debtor is indebted to Lender for the sum of \$220,000.00 (the "Indebtedness").
- B. Lender has demanded payment from Debtor, but Debtor is unable at this time to pay.
- C. Lender has agreed to accept installment payments of \$10,000 monthly commencing December 10, 2014 for 22 months and during this period of time forbear from seeking collection of the amount owed until debt is satisfied, however, as a condition to such forbearance, Lender has required that Debtor grant the security interest contemplated by this Agreement.

NOW, THEREFORE, the parties hereto, intending to be legally bound, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agree as follows:

SECTION 1. DEFINITIONS AND INTERPRETATION

1.1 Terms Defined: As used in this Agreement, the following terms have the following respective meanings:

Account - All of the "accounts" (as that term is defined in the UCC) of Debtor, whether now existing or hereafter arising.

Account Debtor - Any Person obligated on any Account owing to Debtor.

Affiliate - With respect to any Person, (a) any Person which, directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with, such Person, or (b) any Person who is a director or officer (i) of such Person, (ii) of any Subsidiary of such Person, or (iii) any person described in clause (a) above. For purposes of this definition, control of a Person shall mean the power, direct or indirect, (x) to vote 5% or more of the Capital Stock having ordinary voting power for the election of directors (or comparable equivalent) of such Person, or (y) to direct or cause the direction of the management and policies of such Person whether by contract or otherwise. Control may be by ownership, contract, or otherwise.

Assignment of Claims Act - The Federal Assignment of Claims Act, 31 U.S.C. § 3727 et seq., as amended from time to time.

Business Day - A day other than Saturday or Sunday.

Capital Stock - Any and all shares, interests, participations or other equivalents (however designated) of capital stock of a corporation, any and all other ownership interests in a

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Person (other than a corporation) and any and all warrants or options to purchase any of the foregoing.

Collateral - All of the Property and interests in Property described in Section 2.1 of this Agreement and all other and interests in Property that now or hereafter secure payment of the Indebtedness and satisfaction by Debtor of all covenants and undertakings contained in this Agreement.

Default - Any event, act, condition or occurrence which with notice, or lapse of time or both, would constitute an Event of Default hereunder.

Environmental Laws - Any and all Federal, foreign, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees and any and all common law requirements, rules and bases of liability regulating, relating to or imposing liability or standards of conduct concerning pollution, protection of the environment, or the impact of pollutants, contaminants or toxic or hazardous substances on human health or the environment, as now or may at any time hereafter be in effect.

Event of Default - As defined in Section 5.1.

Expenses - Section 6.6.

Governmental Authority - Any federal, state or local government or political subdivision, or any agency, authority, bureau, central bank, commission, department or instrumentality of either, or any court, tribunal, grand jury, or arbitration.

Hazardous Substances - Any substances defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic substance or similar term, under any Environmental Law.

Hedging Agreements - Any Interest Hedging Instrument or any other interest rate protection agreement, foreign currency exchange agreement, commodity purchase or option agreement, or any other interest rate hedging device or swap agreement (as defined in 11 U.S.C. § 101 et. seq.).

Interest Hedging Instrument - Any documentation evidencing any interest rate swap, interest "cap" or "collar" or any other interest rate hedging device or swap agreement (as defined in 11 U.S.C. § 101 et. seq.) between Debtor and Lender (or any Affiliate of Lender).

Inventory - All of the "inventory" (as that term is defined in the UCC) of Debtor, whether now existing or hereafter acquired or created.

Lien - Any interest of any kind or nature in property securing an obligation owed to, or a claim of any kind or nature in property by, a Person other than the owner of the Property, whether such interest is based on the common law, statute, regulation or contract, and including, but not limited to, a security interest or lien arising from a mortgage, encumbrance, pledge, conditional sale or trust receipt, a lease, consignment or bailment for security purposes, a trust, an escrow or an assignment. For the purposes of this Agreement, Debtor shall be deemed to be the owner of any Property which it has acquired or holds subject to a conditional sale agreement or other arrangement

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pursuant to which title to the Property has been retained by or vested in some other Person for security purposes.

Transaction Documents -- collectively with this Agreement and all other related documents required by the Lender in connection with the transaction contemplated herein, all as the same may hereafter be modified, extended, amended, replaced and/or restated from time to time. Material Adverse Effect - A material adverse effect with respect to (a) the business, assets, properties, financial condition, stockholders' equity, contingent liabilities, prospects, material agreements or results of operations of Debtor, or (b) Debtor's ability to pay the Indebtedness in accordance with the terms hereof, or (c) the validity or enforceability of this Agreement or any of the other Transaction Documents or the rights and remedies of Lender hereunder or thereunder.

Indebtedness - All existing and future debts, liabilities and obligations of every kind or nature at any time owing by Debtor to Lender or any other subsidiary of Lender or Bank Affiliate, whether under this Agreement, or any other existing or future instrument, document or agreement, between Debtor and Lender or any other subsidiary of Lender or Bank Affiliate, whether joint or several, related or unrelated, primary or secondary, matured or contingent, due or to become due (including debts, liabilities and obligations obtained by assignment), and whether principal, interest, fees, indemnification obligations hereunder or Expenses (specifically including interest accruing after the commencement of any bankruptcy, insolvency or similar proceeding with respect to Debtor, whether or not a claim for such post-commencement interest is allowed), including, without limitation, debts, and any extensions, modifications, substitutions, increases and renewals thereof; any amount payable by Debtor or any Subsidiary of Debtor pursuant to an Interest Hedging Instrument; the payment of all amounts advanced by Lender or any other subsidiary of Lender or Bank Affiliate to preserve, protect and enforce rights hereunder and in the Collateral; and all Expenses incurred by Lender or any other subsidiary of Lender or Bank Affiliate. Without limiting the generality of the foregoing, Indebtedness shall include any other debts, liabilities or obligations owing to Lender or any other subsidiary of Lender or Bank Affiliate in connection with any lockbox, cash management, or other services (including electronic funds transfers or automated clearing house transactions) provided by Lender or any other subsidiary of Lender or Bank Affiliate to Debtor, as well as any other loan, advances or extension of credit, under any existing or future loan agreement, promissory note, or other instrument, document or agreement between Debtor and Lender or any other subsidiary of Lender or Bank Affiliate.

Person - An individual, partnership, corporation, trust, limited liability company, limited liability partnership, unincorporated association or organization, joint venture or any other entity.

Property - Any interest of Debtor in any kind of property or asset, whether real, personal or mixed, or tangible or intangible.

UCC - The Uniform Commercial Code as adopted in the State of New Jersey as the same may be amended from time to time.

Other Capitalized Terms - Any other capitalized terms used without further definition herein shall have the respective meaning set forth in the UCC.

1.2 Construction: No doctrine of construction of ambiguities in agreements or instruments against the interests of the party controlling the drafting shall apply.

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SECTION 2. COLLATERAL

2.1 Collateral: As security for the payment of the Indebtedness, and satisfaction by Debtor of all covenants and undertakings contained in this Agreement and the other Transaction Documents:

(a) Personal Property: Debtor hereby assigns and grants to Lender, a continuing Lien on and security interest in, upon and to all assets of Debtor, including but not limited to the following Property, all whether now owned or hereafter acquired, created or arising and wherever located:

- (1) Accounts - All Accounts;
- (2) Chattel Paper - All Chattel Paper;
- (3) Documents - All Documents;
- (4) Instruments - All Instruments;
- (5) Inventory - All Inventory;
- (6) General Intangibles - All General Intangibles;
- (7) Equipment - All Equipment;
- (8) Fixtures - All Fixtures;
- (9) Deposit Accounts - All Deposit Accounts;
- (10) Goods - All Goods;
- (11) Letter of Credit Rights -- All Letter of Credit Rights;
- (12) Supporting Indebtedness -- All Supporting Indebtedness;
- (13) Investment Property - All Investment Property;
- (14) Commercial Tort Claims -- All Commercial Tort Claims, provided that Lender acknowledges that the attachment of its security interest in any commercial tort claim as original collateral is subject to Debtor's compliance with Section 4.4 of this Agreement;
- (15) Property in Lender's Possession - All Property of Debtor, now or hereafter in Lender's possession; and
- (16) Proceeds - The Proceeds (including, without limitation, insurance proceeds), whether cash or non-cash, of all of the foregoing property described in clauses (1) through (15).

2.2 Perfection of Security Interest

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(a) Debtor shall execute and/or deliver to Lender, or cause to be executed and delivered (all in form and substance satisfactory to Lender and its counsel):

(b) Financing statements pursuant to the UCC, which Lender may file in the jurisdiction where Debtor is organized and in any other jurisdiction that Lender deems appropriate;

(c) Any other agreements, documents, instruments and writings, including, without limitation, intellectual property security agreements, required by Lender to evidence, perfect or protect the Liens and security interests in the Collateral or as Lender may reasonably request from time to time.

2.3 Other Actions:

(a) In addition to the foregoing, Debtor shall do anything further that may be reasonably required by Lender to secure Lender and effectuate the intentions and objects of this Agreement, including, without limitation, the execution and delivery of security agreements, contracts, control agreements and any other documents required hereunder and the delivery of motor titles with Lender's lien noted thereon, and, with respect to amounts due to Debtor from the United States or any agency or instrumentality thereof, the execution and delivery of such documents as may be required to assign such amounts to Bank under the Assignment of Claims Act. At Lender's reasonable request, Debtor shall also immediately deliver (with execution by Debtor of all necessary documents or forms to reflect, implement or enforce the Liens described herein), or cause to be delivered to Lender all items for which Lender must receive possession to obtain a perfected security interest, including without limitation, all notes, stock powers, letters of credit, certificates and documents of title, Chattel Paper, Warehouse Receipts, Instruments, and any other similar instruments constituting Collateral.

(b) Lender is hereby authorized to file financing statements and amendments to financing statements without Debtor's signature, in accordance with the UCC. Debtor hereby authorizes Lender to file all such financing statements and amendments to financing statements describing the Collateral in any filing office as Lender, in its sole discretion may determine, including financing statements listing "All Assets" in the collateral description therein. Debtor agrees to comply with the requests of Lender in order for Lender to have and maintain a valid and perfected first security interest in the Collateral including, without limitation, executing and causing any other Person to execute such documents as Lender may require to obtain Control (as defined in the UCC) over all Deposit Accounts, Letter of Credit Rights and Investment Property.

2.4 Searches, Certificates:

(a) Lender may from time to time, at Debtor's expense, obtain the following searches (the results of which are to be consistent with the warranties made by Debtor in this Agreement):

(1) UCC searches with the Secretary of State and local filing office of each state where Debtor is organized, maintains its executive office, a place of business, or assets; and

(2) Judgment, state and federal tax lien and corporate tax lien searches, in all applicable filing offices of each state searched under subparagraph (1) above.

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(b) Debtor shall obtain and deliver to Lender good standing certificates showing Debtor to be in good standing in its state of organization and in each other state in which it is doing and presently intends to do business for which qualification is required.

2.5 Landlord's and Warehouseman's Waivers: Debtor will cause each owner of any premises occupied by Debtor at which Debtor maintains its chief executive office or its material books and records, and will use its best efforts to cause each other owner of premises occupied or to be occupied by Debtor and each warehouseman of any warehouse, where, in either event Collateral is held, to execute and deliver to Lender an instrument, in form and substance satisfactory to Lender, under which such owner(s) or warehouseman subordinates its/his/their interests in and waives its/his/their right to distain on or foreclose against the Collateral and agrees to allow Lender to remain on such premises to dispose of or deal with any Collateral located thereon.

2.6 Filing Security Agreement: A carbon, photographic or other reproduction or other copy of this Agreement or of a financing statement is sufficient as and may be filed in lieu of a financing statement.

2.7 Power of Attorney: Each of the officers of Lender is hereby irrevocably made, constituted and appointed the true and lawful attorney for Debtor during such time as any Indebtedness are outstanding (without requiring any of them to act as such) with full power of substitution to do the following: (a) endorse the name of Debtor upon any and all checks, drafts, money orders and other instruments for the payment of monies that are payable to Debtor and constitute collections on Debtor's Accounts or proceeds of other Collateral; (b) execute and/or file in the name of Debtor any financing statements, schedules, assignments, instruments, documents and statements that Debtor is obligated to give Lender hereunder or is necessary to perfect (or continue or evidence the perfection of such security interest or Lien) Lender's security interest or Lien in the Collateral; and (c) during the continuance of an Event of Default, do such other and further acts and deeds in the name of Debtor that Lender may reasonably deem necessary or desirable to enforce any Account or other Collateral.

SECTION 3. REPRESENTATIONS AND WARRANTIES

To induce Lender to extend credit to Debtor under the Loan Agreement, Debtor warrants and represents to Lender that:

3.1 Validity:

(a) The making and performance of this Agreement and the other Transaction Documents will not violate any law, government rule or regulation, court or administrative order or other such order, or any of the provisions of Debtor's organizational documents, or violate or result in a default (immediately or with the passage of time) under any contract, agreement or instrument to which Debtor is a party, or by which Debtor is bound. Debtor is not in violation of any term of any agreement or instrument to which it is a party or by which it may be bound which violation has or could have a Material Adverse Effect, or of its charter, minutes or bylaw provisions, or of Debtor's operating agreement or partnership agreement, as applicable.

(b) Debtor has all requisite power and authority to enter into and perform this Agreement and to incur the obligations herein provided for, and has taken all proper and necessary action to authorize the execution, delivery and performance of this Agreement.

(c) This Agreement is be valid and binding upon Debtor, and enforceable in accordance with its terms except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting the enforcement of creditors' rights generally and by general equitable principles.

3.2 Title to Properties: Debtor has good and marketable title in fee simple (or its equivalent under applicable law) to all the Property it purports to own, free from Liens and free from the claims of any other Person, except for Permitted Liens located on Schedule 3.2. None of the Collateral is in the possession of any consignee, bailee, warehouseman, agent or processor. No other Person has control of any of the Collateral

3.3 Governmental Authorizations/Consents: No authorization, approval or other action by, and no notice to or filing with, any domestic or foreign governmental authority or regulatory body or consent of any other person is required for (a) the grant by Debtor of the security interests granted hereby or for the execution, delivery or performance of this Agreement by Debtor; or (b) the perfection of the security interests granted hereby and pursuant to any other Transaction Documents (except for the filing of UCC financing statements with the appropriate jurisdiction); or (c) the exercise by Lender of its rights and remedies hereunder.

3.4 Taxes: All tax returns required to be filed by Debtor in any jurisdiction have been filed, and all taxes, assessments, fees and other governmental charges upon Debtor, or upon any of its Property, income or franchises, which are shown to be due and payable on such returns have been paid, except for those taxes being contested in good faith with due diligence by appropriate proceedings for which appropriate reserves have been maintained under GAAP and as to which no Lien has been entered. Debtor is not aware of any proposed additional tax assessment or tax to be assessed against or applicable to Debtor.

3.5 Names and Intellectual Property:

(a) Within five (5) years prior to the Closing Date, Debtor has not conducted business under or used any other name (whether corporate or assumed). Debtor is the sole owner of all such names and any and all business done and all invoices issued in such trade names are Debtor's sales, business and invoices. The mailing address of Debtor is presently located at 70 Maltese Drive, Torowa, NJ 07512. Debtor is an individual and the exact legal name of Debtor is that indicated on the signature page hereof. Each trade name of Debtor, if any, represents a division or trading style of Debtor and not a separate Subsidiary or Affiliate or independent entity.

(b) All trademarks, service marks, patents or copyrights which Debtor uses, plans to use or has a right to use are shown on Schedule 3.6(b) attached hereto and made part hereof and Debtor is the sole owner of such Property except to the extent any other Person has claims or rights in such Property, as such claims and rights are shown on Schedule 3.6(b). Debtor is not in violation of any rights of any other Person with respect to such Property. Notwithstanding the grant of security interest to Lender as provided herein, Lender acknowledges and agrees that the

trademarks, service marks and the domain name listed on Schedule 3.6(b) are licensed By Debtor to HP USA, Inc. pursuant to a certain License Agreement.

(c) Except as shown on Schedule 3.6(c) attached hereto and made part hereof, (i) Debtor does not require any copyrights, patents, trademarks or other intellectual property, or any license(s) to use any patents, trademarks or other intellectual property in order to provide services to its customers in the ordinary course of business; and (ii) Lender will not require any copyrights, patents, trademarks or other intellectual property or any licenses to use to use the same in order to provide such services after the occurrence of an Event of Default.

3.6 Environmental Matters:

(a) To the best of Debtor's knowledge after due inquiry, no Property presently owned, leased or operated by Debtor contains, or has previously contained, any Hazardous Substances in amounts or concentrations which (i) constitute or constituted a violation of, or (ii) could give rise to liability under, any Environmental Law.

(b) To the best of Debtor's knowledge after due inquiry, Debtor is in compliance, and, for the duration of all applicable statutes of limitations periods, has been in compliance with all applicable Environmental Laws, and there is no contamination at, under or about any properties presently owned, leased, or operated by Debtor or violation of any Environmental Law with respect to such properties which could reasonably be expected to interfere with any of their continued operations or reasonably be expected to impair the fair saleable value thereof.

(c) Debtor has not received any notice of violation, alleged violation, non-compliance, liability or potential liability regarding environmental matters or compliance assessment with Environmental Laws and Debtor has no knowledge that any such notice will be received or is being threatened.

(d) Hazardous Substances have not been transported or disposed of in a manner or to a location which are reasonably likely to give rise to liability of Debtor under any Environmental Law.

(e) No judicial proceeding or governmental or administrative action is pending, or to the knowledge of Debtor, threatened under any Environmental Law to which Debtor is, or to Debtor's knowledge will be, named as a party, nor are there any consent decrees or other decrees, consent orders, administrative orders or other orders, or other administrative or judicial requirements outstanding, the implementation of which is reasonably likely to have a Material Adverse Effect on any natural resources or on Debtor's business, financial condition, Property or prospects under any Environmental Law.

3.7 Perfection and Priority: This Agreement is effective to create in favor of Lender legal, valid and enforceable Liens in all right, title and interest of Debtor in the Collateral, and when financing statements have been filed in the offices of the jurisdictions shown on Schedule 3.8 attached hereto and made part hereof under Debtor's name, Debtor will have granted to Lender, and Lender will have perfected first priority Liens in the Collateral, superior in right to any and all other Liens, existing or future.

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SECTION 4. COVENANTS

Debtor covenants that:

4.1 Payment of Taxes and Claims: Debtor shall pay, before they become delinquent, all taxes, assessments and governmental charges, or levies imposed upon it, or upon Debtor's Property, and all claims or demands of materialmen, mechanics, carriers, warehousemen, landlords and other Persons, entitled to the benefit of statutory or common law Liens which, in any case, if unpaid, would result in the imposition of a Lien upon its Property; provided however, that Debtor shall not be required to pay any such tax, assessment, charge, levy, claim or demand if the amount, applicability or validity thereof, shall at the time, be contested in good faith and by appropriate proceedings by Debtor, and if Debtor shall have set aside on its books adequate reserves in respect thereof, if so required in accordance with GAAP; which deferment of payment is permissible so long as no Lien other than a Permitted Lien has been entered and Debtor's title to, and its right to use, its Property are not materially adversely affected thereby.

4.2 Maintenance of Properties and Legal Existence:

(a) Property - Debtor shall maintain its Property in good condition (normal wear and tear excepted) make all necessary renewals, replacements, additions, betterments and improvements thereto and will pay and discharge when due the cost of repairs and maintenance to its Property, and will pay all rentals when due for all real estate leased by Debtor.

(b) Property Insurance, Public and Products Liability Insurance - Debtor shall maintain insurance (i) on all insurable tangible Property against fire, flood, casualty and such other hazards (including, without limitation, extended coverage, workmen's compensation, boiler and machinery, with inflation coverage by endorsement) and (ii) against public liability, product liability and business interruption, in each case in such amounts, with such deductibles and with such insurers as are customarily used by companies operating in the same industry as Debtor. At or prior to Closing, Debtor shall furnish Lender with duplicate original policies of insurance or such other evidence of insurance as Lender may require, and any certificates of insurance shall be issued on Accord Form-27. In the event Debtor fails to procure or cause to be procured any such insurance or to timely pay or cause to be paid the premium(s) on any such insurance, Lender may do so for Debtor, but Debtor shall continue to be liable for the same. The policies of all such casualty insurance shall contain standard Lender's Loss Payable Clauses (and, with respect to liability and interruption insurance, additional insured clauses) issued in favor of Lender under which all losses thereunder shall be paid to Lender as Lender's interest may appear. Such policies shall expressly provide that the requisite insurance cannot be altered or canceled without thirty (30) days prior written notice to Lender and shall insure Lender notwithstanding the act or neglect of Debtor. Debtor hereby appoints Lender as Debtor's attorney-in-fact, exercisable at Lender's option to endorse any check which may be payable to Debtor in order to collect the proceeds of such insurance and any amount or amounts collected by Lender pursuant to the provisions of this Section may be applied by Lender, in its sole discretion, to any Indebtedness or to repair, reconstruct or replace the loss of or damage to Collateral as Lender in its discretion may from time to time determine. Debtor further covenants that all insurance premiums owing under its current policies have been paid. Debtor shall notify Lender, immediately, upon Debtor's receipt of a notice of termination, cancellation, or non-renewal from its insurance company of any such policy.

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(c) Legal Existence and Rights - Debtor shall do (or cause to be done) all things necessary to preserve and keep in full force and effect its existence (as a corporation, limited liability company or limited partnership, as applicable), good standing, rights and franchises.

4.3 Places of Business: Debtor shall give thirty (30) days prior written notice to Lender of any changes in the location of any of its respective places of business, of the places where records concerning its Accounts or where its Inventory are kept, or the establishment of any new, or the discontinuance of any existing place of business; provided that Debtor may not establish any place of business outside of the United States without Lender's prior written consent.

4.4 Commercial Tort Claims: Debtor will immediately notify Lender in writing in the event that Debtor becomes a party to or obtains any rights with respect to any Commercial Tort Claim. Such notification shall include information sufficient to describe such Commercial Tort Claim, including, but not limited to, the parties to the claim, the court in which the claim was commenced, the docket number assigned to such claim, if any, and a detailed explanation of the events that gave rise to the claim. Debtor shall execute and deliver to Lender all documents and/or agreements necessary to grant Lender a security interest in such Commercial Tort Claim to secure the Indebtedness. Debtor authorizes Lender to file (without Debtor's signature) initial financing statements or amendments, as Lender deems necessary to perfect its security interest in the Commercial Tort Claim.

4.5 Letter of Credit Rights: Debtor shall provide Lender with written notice of any Letters of Credit for which Debtor is the beneficiary. Debtor shall execute and deliver (or cause to be executed or delivered) to Lender, all documents and agreements as Lender may require in order to obtain and perfect its security interest in such Letter of Credit Rights.

4.6 Liens and Encumbrances: Debtor shall not: (i) execute a negative pledge agreement with any Person covering any of its Property, or (ii) cause or permit or agree or consent to cause or permit in the future (upon the happening of a contingency or otherwise), its Property (including, without limitation, the Collateral), whether now owned or hereafter acquired, to be subject to a Lien or be subject to any claim except for Permitted Liens.

4.7 Jurisdiction of Organization: Without providing at least 30 days' prior written notice to Lender, Debtor shall not change its name, its type of organization, jurisdiction of organization or other legal structure, its place of business or, if more than one, chief executive office, or its mailing address or organizational identification number if it has one. If Debtor does not have an organizational identification number and later obtains one, Debtor shall forthwith notify the Lender of such organizational identification number.

SECTION 5. DEFAULT

5.1 Events of Default: Each of the following events shall constitute an event of default ("Event of Default"):

(a) Payments - if Debtor fails to make any payment of principal interest, charges, fees, Expenses or other monetary obligations owing to Lender on the date such payment is due and payable; or

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(b) Particular Covenant Defaults - if Debtor fails to perform, comply with or observe any covenant or undertaking contained in this Agreement; or

(c) Warranties or Representations - if any warranty, representation or other statement by or on behalf of Debtor contained in or pursuant to this Agreement is false, erroneous, or misleading in any material respect when made; or

(d) Other Agreements with Lender - if Debtor breaches or violates the terms of, or if a default (and expiration of any applicable cure period), or an Event of Default, occurs under, any existing or future agreement (related or unrelated) (including, without limitation, the other Transaction Documents) between Debtor and Lender; or

(e) Liens - if any Lien in favor of Lender shall cease to be valid, enforceable and perfected and prior to all other Liens other than Permitted Liens or if Debtor or any Governmental Authority shall assert any of the foregoing; or

5.2 Cure: Nothing contained in this Agreement or the Transaction Documents shall be deemed to compel Lender to accept a cure of any Event of Default hereunder.

5.3 Rights and Remedies on Default:

(a) Intentionally omitted

(b) In addition to all other rights, options and remedies granted or available to Lender under this Agreement or Transaction Documents (each of which is also then exercisable by Lender), or otherwise available at law or in equity, upon or at any time after the occurrence and during the continuance of an Event of Default Lender may, in its discretion, terminate any obligation to extend credit to Debtor and declare the Indebtedness immediately due and payable, all without demand, notice, presentment or protest or further action of any kind.

(c) Intentionally omitted

(d) In addition to all other rights, options and remedies granted or available to Lender under this Agreement or Transaction Documents (each of which is also then exercisable by Lender), or otherwise available at law or in equity, upon or at any time after the acceleration of the Indebtedness following the occurrence of an Event of Default, Lender may, in its discretion, exercise all rights under the UCC and any other applicable law or in equity, and under all Transaction Documents, permitted to be exercised after the occurrence of an Event of Default, including the following rights and remedies (which list is given by way of example and is not intended to be an exhaustive list of all such rights and remedies):

(1) The right to take possession of, send notices regarding and collect directly the Collateral, with or without judicial process (including without limitation the right to notify the United States postal authorities to redirect mail addressed to Debtor to an address designated by Lender); or

(2) By its own means or with judicial assistance, enter Debtor's premises and take possession of the Collateral, or render it unusable, or dispose of the Collateral on

such premises in compliance with subsection (e) below, without any liability for rent, storage, utilities or other sums, and Debtor shall not resist or interfere with such action; or

(3) Require Debtor at Debtor's expense to assemble all or any part of the Collateral (other than real estate or fixtures) and make it available to Lender at any place designated by Lender.

(e) In addition to all other rights, options and remedies granted or available to Lender under this Agreement or the Transaction Documents (each of which is also then exercisable by Lender), or otherwise available at law or in equity, upon or at any time after the occurrence and during the continuance of an Event of Default, Debtor shall, at the request of Lender, notify Account Debtors and other persons obligated on any of the Collateral of the security interest of Debtor in any Account, Chattel Paper, General Intangible, Instrument or other Collateral and that payment thereof is to be made directly to Lender or to any financial institution designated by Lender as Lender's agent therefor, and Lender may itself, without notice to or demand upon Debtor, so notify Account Debtors and other persons obligated on Collateral. After the making of such a request or the giving of any such notification, Debtor shall hold any proceeds of collection of Accounts, Chattel Paper, General Intangibles, Instruments and other Collateral received by Debtor as trustee for Lender without commingling the same with other funds of Debtor and shall turn the same over to Lender in the identical form received, together with any necessary endorsements or assignments. Lender shall apply the proceeds of collection of Accounts, Chattel Paper, General Intangibles, Instruments and other Collateral received by Lender to the Indebtedness, such proceeds to be immediately entered after final payment in cash or other immediately available funds of the items giving rise to them.

(f) Debtor hereby agrees that a notice received by it at least seven (7) days before the time of any intended public sale or of the time after which any private sale or other disposition of the Collateral is to be made, shall be deemed to be reasonable notice of such sale or other disposition. If permitted by applicable law, any perishable inventory or Collateral which threatens to speedily decline in value or which is sold on a recognized market may be sold immediately by Lender without prior notice to Debtor. Debtor covenants and agrees not to interfere with or impose any obstacle to Lender's exercise of its rights and remedies with respect to the Collateral, after the occurrence of an Event of Default hereunder. Lender shall have no obligation to clean up or prepare the Collateral for sale. If Lender sells any of the Collateral upon credit, Debtor will only be credited with payments actually made by the purchaser thereof, that are received by Lender. Lender may, in connection with any sale of the Collateral specifically disclaim any warranties of title or the like.

5.4 Nature of Remedies: All rights and remedies granted Lender hereunder and under the Transaction Documents, or otherwise available at law or in equity, shall be deemed concurrent and cumulative, and not alternative remedies, and Lender may proceed with any number of remedies at the same time until all Indebtedness is satisfied in full. The exercise of any one right or remedy shall not be deemed a waiver or release of any other right or remedy, and Lender, upon or at any time after the occurrence of an Event of Default, may proceed against Debtor, at any time, under any agreement, with any available remedy and in any order.

5.5 Set-Off

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In addition to all other rights, options and remedies granted or available to Lender under this Agreement or Transaction Documents (each of which is also then exercisable by Lender), upon or at any time after the occurrence and during the continuance of an Event of Default, Lender (and any participant) shall have and be deemed to have, without notice to Debtor, the immediate right of set-off against any bank account of Debtor with Lender, or of Debtor with any other subsidiary of Lender or Bank Affiliate or any participant and may apply the funds or amount thus set-off against any of Debtor's Indebtedness hereunder.

If any bank account of Debtor with Lender, any other subsidiary of Lender or Bank Affiliate or any participant is attached or otherwise liened or levied upon by any third party, Lender (and such participant) shall have and be deemed to have, without notice to Debtor, the immediate right of set-off and may apply the funds or amount thus set-off against any of Debtor's Indebtedness hereunder.

SECTION 6. MISCELLANEOUS

6.1 Governing Law: THIS AGREEMENT AND ALL MATTERS ARISING OUT OF OR RELATING TO THIS AGREEMENT, AND ALL RELATED AGREEMENTS AND DOCUMENTS, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE STATE OF NEW JERSEY. THE PROVISIONS OF THIS AGREEMENT AND ALL OTHER AGREEMENTS AND DOCUMENTS REFERRED TO HEREIN ARE TO BE DEEMED SEVERABLE, AND THE INVALIDITY OR UNENFORCEABILITY OF ANY PROVISION SHALL NOT AFFECT OR IMPAIR THE REMAINING PROVISIONS WHICH SHALL CONTINUE IN FULL FORCE AND EFFECT.

6.2 Integrated Agreement: The other Transaction Documents, all related agreements, and this Agreement shall be construed as integrated and complementary of each other, and as augmenting and not restricting Lender's rights and remedies. If, after applying the foregoing, an inconsistency still exists, the provisions of this Agreement shall constitute an amendment thereto and shall control.

6.3 Waiver: No omission or delay by Lender in exercising any right or power under this Agreement or any related agreements and documents will impair such right or power or be construed to be a waiver of any Default, or Event of Default or an acquiescence therein, and any single or partial exercise of any such right or power will not preclude other or further exercise thereof or the exercise of any other right, and as to Debtor no waiver will be valid unless in writing and signed by Lender and then only to the extent specified.

6.4 Indemnity:

(a) Debtor releases and shall indemnify, defend and hold harmless Lender and its respective officers, employees and agents, of and from any claims, demands, liabilities, obligations, judgments, injuries, losses, damages and costs and expenses (including, without limitation, reasonable legal fees) resulting from (i) acts or conduct of Debtor under, pursuant or related to this Agreement and the other Transaction Documents, (ii) Debtor's breach or violation of any representation, warranty, covenant or undertaking contained in this Agreement or the other Transaction Documents, (iii) Debtor's failure to comply with any or all laws, statutes, ordinances, governmental rules, regulations or standards, whether federal, state or local, or court or

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administrative orders or decrees, (including without limitation Environmental Laws, etc.), and (iv) any claim by any other creditor of Debtor against Lender arising out of any transaction whether hereunder or in any way related to the Transaction Documents and all costs, expenses, fines, penalties or other damages resulting therefrom, unless resulting solely from acts or conduct of Lender constituting willful misconduct or gross negligence.

(b) Promptly after receipt by an indemnified party under subsection (a) above of notice of the commencement of any action by a third party, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party under such subsection, notify the indemnifying party in writing of the commencement thereof. The omission so to timely notify the indemnifying party shall relieve the indemnifying party from any liability which it may have to any indemnified party under such subsection only if the indemnifying party is unable to defend such actions as a result of such failure to so notify. In case any such action shall be brought against any indemnified party and it shall notify the indemnifying party of the commencement thereof, the indemnifying party shall be entitled to participate therein and, to the extent that it shall wish, jointly with any other indemnifying party similarly notified, to assume the defense thereof, with counsel satisfactory to such indemnified party (who shall not, except with the consent of the indemnified party, be counsel to the indemnified party), and, after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party shall not be liable to such indemnified party under such subsection for any legal expenses of other counsel or any other expenses, in each case subsequently incurred by such indemnified party, in connection with the defense thereof other than reasonable costs of investigation.

6.5 Time: Whenever Debtor shall be required to make any payment, or perform any act, on a day which is not a Business Day, such payment may be made, or such act may be performed, on the next succeeding Business Day. Time is of the essence in Debtor's performance under all provisions of this Agreement and all related agreements and documents.

6.6 Expenses of Lender: Debtor will pay upon demand of Lender all reasonable costs, fees and expenses of Lender in connection with (i) the analysis, negotiation, preparation, execution, administration, delivery and termination of this Agreement, and other Transaction Documents and the documents and instruments referred to herein and therein, and any amendment, amendment and restatement, supplement, waiver or consent relating hereto or thereto, whether or not any such amendment, amendment and restatement, supplement, waiver or consent is executed or becomes effective, search costs, the reasonable fees, expenses and disbursements of counsel for Lender, and reasonable charges of any expert consultant to Lender, (ii) the enforcement of Lender's rights hereunder, or the collection of any payments owing from, Debtor under this Agreement and/or the other Transaction Documents or the protection, preservation or defense of the rights of Lender hereunder and under the other Transaction Documents, and (iii) any refinancing or restructuring of the credit arrangements provided under this Agreement and other Transaction Documents in the nature of a "work-out" or of any insolvency or bankruptcy proceedings, or otherwise (including the reasonable fees and disbursements of counsel for Lender and, with respect to clauses (ii) and (iii), reasonable allocated costs of internal counsel) (collectively, the "Expenses").

6.7 Notices:

(a) Any notices or consents required or permitted by this Agreement shall be in writing and shall be deemed given if delivered in person to the person listed below or if sent by

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teletype or by nationally recognized overnight courier, as follows, unless such address is changed by written notice hereunder:

If to Lender to: WG PRODUCTS COMPANY, INC.
70 Maltese Drive
Totowa, New Jersey
07512
 Teletype Number: (973) 571-9229
 Attention: KEVIN COONEY

If to Debtor to: KUMAR RAMANI

 Teletype Number: _____
 Attention: _____

(b) Any notice sent by Lender, or Debtor by any of the above methods shall be deemed to be given when so received.

(c) Lender shall be fully entitled to rely upon any teletype transmission or other writing purported to be sent by any officer of Debtor as being genuine and authorized.

6.8 Headings: The headings of any paragraph or Section of this Agreement are for convenience only and shall not be used to interpret any provision of this Agreement.

6.9 Survival: All warranties, representations, and covenants made by Debtor herein, or in any agreement referred to herein or on any certificate, document or other instrument delivered by it or on its behalf under this Agreement, shall be considered to have been relied upon by Lender, and shall survive the delivery to Lender of the Notes, regardless of any investigation made by Lender or on its behalf. All statements in any such certificate or other instrument prepared and/or delivered for the benefit of Lender shall constitute warranties and representations by Debtor hereunder. Except as otherwise expressly provided herein, all covenants made by Debtor hereunder or under any other agreement or instrument shall be deemed continuing until all Indebtedness is satisfied in full. All indemnification obligations under this Agreement shall survive the termination of this Agreement and payment of the Indebtedness for a period of two (2) years.

6.10 Successors and Assigns: This Agreement shall inure to the benefit of and be binding upon the successors and assigns of each of the parties. Debtor may not transfer, assign or delegate any of its duties or obligations hereunder. Debtor acknowledges and agrees that Lender may at any time, and from time to time, (a) sell participating interests in the Indebtedness, and Lender's rights hereunder to other financial institutions, and (b) sell, transfer, or assign the Indebtedness and Lender's rights hereunder, to any one or more additional banks or financial institutions, subject (as to Lender's rights under this clause (b)) to Debtor's written consent, which consent shall not be unreasonably withheld; provided that, no consent under this clause (b) shall be required if an Event of Default exists at the time of such sale, transfer or assignment.

6.11 Duplicate Originals: Two or more duplicate originals of this Agreement may be signed by the parties, each of which shall be an original but all of which together shall constitute one and the same instrument.

6.12 Modification: No modification hereof or any agreement referred to herein shall be binding or enforceable unless in writing and signed by Debtor and Lender.

6.13 Signatories: Each individual signatory hereto represents and warrants that he is duly authorized to execute this Agreement on behalf of his principal and that he executes the Agreement in such capacity and not as a party.

6.14 Third Parties: No rights are intended to be created hereunder, or under any related agreements or documents for the benefit of any third party donee, creditor or incidental beneficiary of Debtor. Nothing contained in this Agreement shall be construed as a delegation to Lender of Debtor's duty of performance, including, without limitation, Debtor's duties under any account or contract with any other Person.

6.15 Discharge of Taxes, Debtor's Indebtedness, Etc.: Lender, in its sole discretion, shall have the right at any time, and from time to time, with at least ten (10) days prior notice to Debtor if Debtor fail to do so, to: (a) pay for the performance of any of Debtor's obligations hereunder, and (b) discharge taxes or Liens, at any time levied or placed on Debtor's Property in violation of this Agreement unless Debtor is in good faith with due diligence by appropriate proceedings contesting such taxes or Liens and maintaining proper reserves therefor in accordance with GAAP. Expenses and advances shall be added to the Indebtedness and bear interest at the highest rate applicable to the Indebtedness, until reimbursed to Lender. Such payments and advances made by Lender shall not be construed as a waiver by Lender of a Default or Event of Default under this Agreement.

6.16 Consent to Jurisdiction: Debtor and Lender each hereby irrevocably consent to the non-exclusive jurisdiction of the Courts of the State of New Jersey or the United States District Court for the District of New Jersey in any and all actions and proceedings whether arising hereunder or under any other agreement or undertaking. Debtor waives any objection which Debtor may have based upon lack of personal jurisdiction, improper venue or forum non conveniens. Debtor irrevocably agrees to service of process by certified mail, return receipt requested to the address of the appropriate party set forth herein.

6.17 Waiver of Jury Trial: DEBTOR AND LENDER EACH HEREBY WAIVE ANY AND ALL RIGHTS IT MAY HAVE TO A JURY TRIAL IN CONNECTION WITH ANY LITIGATION, PROCEEDING OR COUNTERCLAIM ARISING WITH RESPECT TO RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO OR UNDER THE TRANSACTION DOCUMENTS OR WITH RESPECT TO ANY CLAIMS ARISING OUT OF ANY DISCUSSIONS, NEGOTIATIONS OR COMMUNICATIONS INVOLVING OR RELATED TO ANY PROPOSED RENEWAL, EXTENSION, AMENDMENT, MODIFICATION, RESTRUCTURE, FORBEARANCE, WORKOUT, OR ENFORCEMENT OF THE TRANSACTIONS CONTEMPLATED BY THE TRANSACTION DOCUMENTS.

6.18 Consequential Damages: Neither Lender nor agent or attorney of Lender, shall be liable for any consequential damages arising from any breach of contract, tort or other wrong relating to the establishment, administration or collection of the Indebtedness.

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[SIGNATURES TO FOLLOW ON SEPARATE PAGE]

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IN WITNESS WHEREOF, the undersigned parties have executed this Agreement the day and year first above written.

KUMAR RAMANI

By: [Signature]
Name: Kumar Ramani
Title: _____

WG PRODUCTS COMPANY, INC.

By: [Signature]
Name: Kevin E. Cooney
Title: President

Schedule 3.2

Permitted Liens

None

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Schedule 3.6(b)

Intellectual Property

<u>LIVE TRADEMARKS (Kumar Ramani)</u>	<u>Serial/Registration #</u>
Exotica	86334494/
Liquidloofah	85058211/
Sincerely	86334479/
Harvey Prince Temptress	85255455/4647298
Eau Flirt	85265665/
Pretty Young Thing	85255433/4090021
Perfumista	85255408/4072193
Eau De Crème	85255377/4111111
Eau De Lite	85255359/4111110
Coupling	85252594/4086688
Harvey Prince	85244200/4104398
Harvey Prince Eau Tease	85089021/4204285
Anti-Age Fragrance	77536735/3732935

Schedule 3.6(c)

Licenses to use IP

Trademark License Agreement with HP USA, LLC dated February 1, 2015

Schedule 3.8

Filing Locations

New Jersey Department of Treasury
Division of Revenue

US Patent and Trademark Office

Docs #1772912-v2