

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM339690

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BOOM LLC		04/28/2015	LIMITED LIABILITY COMPANY: DELAWARE
NEW SUNRISE BEAUTY STUDIO LLC		04/28/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	HSBC BANK USA, NATIONAL ASSOCIATION		
Street Address:	452 Fifth Avenue, 4th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 28			
Property Type	Number	Word Mark	
Registration Number:	3525285	BODY & BATH 101	
Registration Number:	2791533	BOOM!	
Registration Number:	3509447	HUSTLE	
Registration Number:	3522073	PRETTY POP	
Registration Number:	3395846	RADAR	
Registration Number:	2911622	SIMPLY PRETTY	
Registration Number:	3854255	THE NAIL DOCTOR	
Registration Number:	3445808	TOTAL BROW RX	
Registration Number:	3445810	TOTAL LASH RX	
Registration Number:	3445809	TOTAL LIP RX	
Registration Number:	3310021	TOTAL NAIL RX	
Registration Number:	3464387	WHOLE EARTH BEAUTY & BATH	
Registration Number:	3509648	AACTIVE6 - EXOTICS	
Registration Number:	3871486	ALL DAY LONG	
Registration Number:	3871487	ALL NIGHT LONG	
Registration Number:	3509650	EYE FULL	
Registration Number:	3603525	EYE PROMISE	

OP \$715.00 3525285

Property Type	Number	Word Mark
Registration Number:	3525367	FACE UP TO IT
Registration Number:	3525355	FROM YOUR LIPS ...
Registration Number:	3509649	FULLY LOADED
Registration Number:	3603526	LIP CORRECT
Registration Number:	3606867	SEVERE LINE REFINE
Registration Number:	3502726	WELL-IN-HAND
Serial Number:	86025992	WILLOW & TWIG
Serial Number:	86456446	ELEMENTS OF SURPRISE
Serial Number:	86016393	MAGPIE + ROWE
Serial Number:	86016401	MISS APOTHECARY
Serial Number:	86016404	1000 TRUTHS

CORRESPONDENCE DATA

Fax Number: 8004947512

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: 202-370-4750

Email: ipteam@nationalcorp.com

Correspondent Name: Darlena Bari Stark

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: National Corporate Research, Ltd.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F155389
NAME OF SUBMITTER:	James Won
SIGNATURE:	/James Won/
DATE SIGNED:	04/29/2015

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of April 28, 2015, is made by each of the undersigned (individually, a "Company", and collectively, the "Companies") to and in favor of HSBC BANK USA, NATIONAL ASSOCIATION ("HSBC").

WITNESSETH:

RECITALS.

A. The Companies own and use certain Trademarks (as hereinafter defined) which are registered in, or applications for registration of which have been filed in, the United States Patent and Trademark Office, all as more fully described on Schedule I attached hereto and by reference made part hereof;

B. HSBC proposes to make certain advances to the Companies pursuant to that certain Receivables Purchase Agreement dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement"), by and among the Companies, certain of the Companies' affiliates, and HSBC, subject to the terms and conditions of the Purchase Agreement;

C. Pursuant to that certain Security Agreement, dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Companies, as Grantors thereunder, any other Grantor party thereto, and HSBC, each Company has assigned, conveyed, mortgaged, pledged, hypothecated and transferred to HSBC all of its right, title and interest in and to, and granted to HSBC, for its benefit, a security interest in, the property described therein, including, without limitation, all of such Company's Trademarks (as hereinafter defined), whether presently existing or hereafter acquired or arising, or in which such Company now has or hereafter acquires rights and wherever located, and all products and proceeds any of the foregoing, as security for all of the Liabilities; and

D. As a condition precedent to the effectiveness of the Purchase Agreement, including, without limitation, for purposes of perfecting the security interests granted therein, HSBC has required that each Company grant to HSBC, for its benefit, a security interest in and a collateral assignment of the Property (as hereinafter defined).

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Capitalized terms used herein and not defined shall have the meanings ascribed to them in the Security Agreement or the Purchase Agreement, as applicable. In addition, for purposes of this Agreement and in addition to terms defined elsewhere in this Agreement, the following term shall have the meanings herein specified (such meaning to be equally applicable to both the singular and plural forms of the term defined):

"Trademarks" means all of the following: (i) all trademarks and service marks, all registrations and recordings thereof, and all applications for trademarks and service marks, including, without limitation registrations, recordings and applications in the office or agency of the United States, any State thereof or any other country or any political subdivision thereof, including, without limitation, those referred to in Schedule I attached hereto, and (ii) all reissues, continuations, continuations-in-part or extensions thereof.

2. Each Company hereby ratifies the grant of security interest provided in the Security Agreement and, as security for the payment and performance of all of the Liabilities, hereby further grants and conveys to HSBC, for its benefit, a security interest in, and collaterally assigns to HSBC, for its benefit, all of such Company's right, title and interest in, to and under the following (collectively, the "Property"): (a) each Trademark now or hereafter owned by such Company or in which such Company now has or hereafter acquires rights and wherever located, including, without limitation, each Trademark referred to in Schedule I hereto and any renewals of registrations thereof; (b) the goodwill of such Company symbolized by the Trademarks; and (c) all products and proceeds of the foregoing, including, without limitation, any claim by such Company against third parties for past, present or future infringement of any Trademark including, without limitation, any Trademark referred to in Schedule I hereto.

3. Each Company does hereby further acknowledge and affirm that the representations, warranties and covenants of such Company with respect to the Property and the rights and remedies of HSBC with respect to the security interest in and collateral assignment of the Property made and granted hereby are more fully set forth in the Purchase Agreement and the other Transaction Documents, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. This Agreement shall terminate upon termination of the Purchase Agreement and the Security Agreement. At any time and from time to time prior to such termination, HSBC may terminate its security interest in or reconvey to the applicable Company any rights with respect to any or all of the Property. Upon termination of this Agreement and following a request from any Company, HSBC shall, at the expense of such Company, execute and deliver to such Company all deeds, assignments and other instruments as may be necessary or proper in reasonable judgment of such Company in order to evidence such termination, subject to any disposition of the Property which may have been made by HSBC pursuant hereto or pursuant to the other Transaction Documents.

5. If at any time before the termination of this Agreement, any Company shall obtain or acquire rights to any new Trademark (including any Trademark application), the provisions of Section 2 shall automatically apply thereto and such Company shall comply with the terms of the Security Agreement with respect to such new Trademark. Each Company authorizes HSBC to modify this Agreement by amending Schedule 1 to include any future Trademarks (and Trademark applications) covered by Section 2 or by this Section 5.

6. Each Company further agrees that (a) neither HSBC nor any HSBC Affiliate shall have any obligation or responsibility to protect or defend the Property and such Company shall, at its own expense protect, defend and maintain the same in accordance with the terms and

conditions set forth in the Security Agreement, (b) such Company shall forthwith advise HSBC promptly in writing upon detection of infringements of any of the Property being used in such Company's business and (c) if such Company fails to comply with the requirements of the preceding clause (a), HSBC may do so in such Company's name or in its own name, but in any case at such Company's expense, and each Company hereby agrees to reimburse HSBC for all expenses, including attorneys' fees, incurred by the Lender and the Lender in protecting, defending and maintaining the Property.

7. The validity of this Agreement and the construction, interpretation, and enforcement of this Agreement, and the rights of the parties, as well as all claims, controversies or disputes arising under or related to this Agreement will be determined under, governed by and construed in accordance with the laws of the State of New York without regard conflicts of laws principles or other rules that would cause the application of any laws other than those of the State of New York.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Company has caused this Agreement to be duly executed by its duly authorized officer as of the date first above written.

BOOM LLC


By: Arthur DeGaetano
Name: Arthur DeGaetano
Title: Chairman

NEW SUNRISE BEAUTY STUDIO LLC

By: Arthur DeGaetano
Name: Arthur DeGaetano
Title: Chairman

ACKNOWLEDGED AND AGREED
AS OF THE DATE HEREOF:

HSBC BANK USA, NATIONAL ASSOCIATION

By: 
Name: Kirk Bryans
Title: Senior Vice President, Regional Head Receivables Finance

SCHEDULE I

Company	Trademark	Application/ Registration Number	Application/ Registration Date	Jurisdiction
Boom LLC	Body & Bath 101	3,525,285	10/28/08	United States
Boom LLC	Boom! (Class 42)	2,791,533	12/9/03	United States
Boom LLC	Hustle	3,509,447	9/30/08	United States
Boom LLC	Pretty Pop	3,522,073	10/21/08	United States
Boom LLC	Radar	3,395,846	3/11/08	United States
Boom LLC	Simply Pretty	2,911,622	12/14/04	United States
Boom LLC	The Nail Doctor (UK)	2,470,728	10/26/07	United Kingdom
Boom LLC	The Lip Doctor (UK)	2,485,342	10/3/08	United Kingdom
Boom LLC	The Brow Doctor (UK)	2,488,105	5/21/08	United Kingdom
Boom LLC	The Lash Doctor (UK)	2,488,104	5/21/08	United Kingdom
Boom LLC	The Nail Doctor (US)	3,854,255	9/28/10	United States
Boom LLC	Total Brow Rx	3,445,808	6/10/08	United States
Boom LLC	Total Lash Rx	3,445,810	6/10/08	United States
Boom LLC	Total Lip Rx	3,445,809	6/10/08	United States
Boom LLC	Total Nail Rx	3,310,021	10/9/07	United States
Boom LLC	Whole Earth Beauty & Bath	3,464,387	7/8/08	United States
Boom LLC	AActive 6 - Exotics	3,509,648	9/30/08	United States
Boom LLC	All Day Long	3,871,486	11/2/10	United States
Boom LLC	All Night Long	3,871,487	11/2/10	United States
Boom LLC	Eye Full	3,509,650	9/30/08	United States
Boom LLC	Eye Promise	3,603,525	4/7/09	United States
Boom LLC	Face Up To It	3,525,367	10/28/08	United States
Boom LLC	From Your Lips...	3,525,355	10/28/08	United States
Boom LLC	Fully Loaded	3,509,649	9/30/08	United States

Boom LLC	Lip Correct	3,603,526	4/7/09	United States
Boom LLC	Severe Line Refine	3,606,867	4/14/09	United States
Boom LLC	Well-In-Hand	3,502,726	9/16/08	United States
Boom LLC	Willow & Twig	86025992	8/1/13	United States
Boom LLC	Elements of Surprise	86456446	11/17/14	United States
New Sunrise Beauty Studio LLC	Magpie + Rowe	86016393	7/22/13	United States
New Sunrise Beauty Studio LLC	Miss Apothecary	86016401	7/22/13	United States
New Sunrise Beauty Studio LLC	1000 Truths	86016404	7/22/13	United States

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Schedule I to Trademark Security Agreement

RECORDED: 04/29/2015

TRADEMARK
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