

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM339869

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jamberry Nails, LLC		04/24/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Cerberus Business Finance, LLC, as collateral agent		
Street Address:	875 Third Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	86376484	JAMBERRY NAILS	
Serial Number:	86319201	STYLEBOX BY JAMBERRY	
Serial Number:	85889770	JAMBERRY NAILS	
Serial Number:	85889799		
Serial Number:	85199107	JAMBERRY	
CORRESPONDENCE DATA			
Fax Number:	2125935955		
<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:	212-756-2132		
Email:	scott.kareff@srz.com		
Correspondent Name:	S. Kareff c/o Schulte Roth & Zabel LLP		
Address Line 1:	919 Third Avenue		
Address Line 2:	22nd Floor		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	014951-1555		
NAME OF SUBMITTER:	Scott Kareff (014951-1555)		
SIGNATURE:	/kc for sk/		
DATE SIGNED:	04/30/2015		

CH \$140.00 86376484

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is made as of April 24, 2015 (the "Effective Date") between each of the signatories hereto (collectively, the "Grantor") in favor of CERBERUS BUSINESS FINANCE, LLC, as collateral agent for the Secured Parties (in such capacity, the "Collateral Agent") (as defined in the Security Agreement referred to below).

RECITALS:

WHEREAS, reference is made to that certain First Lien Pledge and Security Agreement, dated as of April 24, 2015 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among the Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the 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 Security Agreement), including 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. Assignment of Security. As collateral security for the Secured Obligations, the Grantor hereby pledges, conveys, sells, assigns and transfers 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 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 those listed on Schedule 1 hereto and (a) all extensions or renewals of any of the foregoing, (b) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (c) 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 (d) 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.

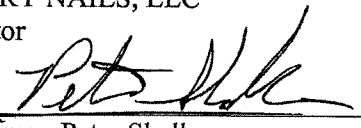
Section 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Security Agreement and the First Lien Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement and the First 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 Security Agreement or the First Lien Credit Agreement, the provisions of the Security Agreement or the First Lien Credit Agreement shall govern.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

JAMBERRY NAILS, LLC
as a Grantor

By: _____


Name: Peter Skalla

Title: Chief Financial Officer

[Trademark Security Agreement]

TRADEMARK
REEL: 005506 FRAME: 0907


CERBERUS BUSINESS FINANCE, LLC, as
Collateral Agent

By: 

Name: Daniel Wolf
Title: President

SCHEDULE 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademarks

Owner	Mark	App. No.	File Date	Status	Reg. Date	Reg. No.
Jam berry Nails, LLC	JAMBERRY NAILS	86376484	8/25/2014	Pending		
Jam berry Nails, LLC	STYLEBOX BY JAMBERRY	86319201	6/24/2014	Pending		
Jam berry Nails, LLC	JAMBERRY NAILS	85889770	3/28/2013	Registered	11/12/2013	4432167
Jam berry Nails, LLC		85889799	3/28/2013	Registered	11/12/2013	4432168
Jam berry Nails, LLC	JAMBERRY	85199107	12/15/2010	Registered	07/12/2011	3993760