

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM343276

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
COSMETIC DESIGN GROUP, LLC		05/22/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Corbel Structured Equity Partners, L.P., as Agent		
<b>Street Address:</b>	12400 Wilshire Boulevard, Suite 645		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90025		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 32</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86506195	COLOR N' PEEL	
<b>Serial Number:</b>	86503609	IDESIGN	
<b>Serial Number:</b>	86388788	INSTUDIO COSMETICS	
<b>Serial Number:</b>	86120625	THE COLOR FACTORY	
<b>Serial Number:</b>	86120633	COLOR FACTORY	
<b>Serial Number:</b>	86120598	AQUA SHIELD	
<b>Serial Number:</b>	85656210	NITE-LIGHTS NINA INTERNATIONAL	
<b>Serial Number:</b>	85656182	HAIR DARE	
<b>Registration Number:</b>	4275677	GROWTH SPURT	
<b>Registration Number:</b>	4275678	BRIDGE THE RIDGE	
<b>Registration Number:</b>	4360134	MANICURE EXTENDER	
<b>Registration Number:</b>	4288492	REAL COLORS	
<b>Registration Number:</b>	4275719	IN A HURRY	
<b>Registration Number:</b>	4360135	YELLOW STOPPER	
<b>Registration Number:</b>	3768403	NANO LINER	
<b>Registration Number:</b>	3787758	LUNA BRONZER/BLUSH	
<b>Registration Number:</b>	3635747	MINERAL THERAPY	
<b>Registration Number:</b>	3696267	HIDEAWAY	
<b>Registration Number:</b>	3438294	COLORLASH	
<b>TRADEMARK</b>			

OP \$815.00 86506195

Property Type	Number	Word Mark
Registration Number:	3312299	LINE & SEAL 24
Registration Number:	3514383	24 HR POWER
Registration Number:	3773602	LIQUID METALS
Registration Number:	3418850	PLASTIQUE
Registration Number:	3392755	B VAIN COSMETICS
Registration Number:	3392752	B VAIN COSMETICS
Registration Number:	2944488	FLAT PENCIL
Registration Number:	2926620	INK POTS
Registration Number:	2730540	PENCIL FACTORY
Registration Number:	2654829	STYLI-STYLE
Registration Number:	2034442	ULTRA PRO
Registration Number:	1733908	S SALON SCIENCES
Serial Number:	85068573	BELLA NAILS

**CORRESPONDENCE DATA**

**Fax Number:** 6179518736

*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:** 6173417729

**Email:** kschmidt@morganlewis.com

**Correspondent Name:** Katarzyna Schmidt

**Address Line 1:** 1 Federal Street

**Address Line 2:** c/o Morgan Lewis & Bockius LLP

**Address Line 4:** Boston, MASSACHUSETTS 02110

<b>NAME OF SUBMITTER:</b>	Katarzyna Schmidt
<b>SIGNATURE:</b>	/Katarzyna Schmidt/
<b>DATE SIGNED:</b>	06/02/2015

**Total Attachments: 9**

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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this "*Trademark Security Agreement*") is made this 22nd day of May, 2015, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "*Grantors*" and each individually "*Grantor*"), and CORBEL STRUCTURED EQUITY PARTNERS, L.P., as administrative agent ("*Agent*") for the benefit of the Purchasers (as defined below).

**WITNESSETH:**

WHEREAS, pursuant to that certain Note Purchase Agreement dated as of May 22, 2015 (as amended, restated, supplemented, or otherwise modified from time to time, the "*Note Purchase Agreement*") by and among COSMETIC DESIGN GROUP, LLC, a Delaware limited liability company ("*CDG*") and one or more additional direct or indirect Subsidiaries of Parent, hereafter acquired or formed, which become party to the Note Purchase Agreement by executing an Addendum (CDG, and such other Subsidiaries are sometimes individually referred to herein as an "*Issuer*" and collectively referred to herein as "*Issuers*" or "*Issuer*"), the Purchasers of the Notes named therein (the "*Purchasers*") and Agent, Agent and the Purchasers agreed to make certain financial accommodations available to Issuers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Agent and the Purchasers are willing to make the financial accommodations to Issuers as provided for in the Note Purchase Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Purchasers, that certain Security Agreement, dated as of even date with the Note Purchase Agreement (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "*Security Agreement*"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Purchasers, this Trademark Security Agreement;

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

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Note Purchase Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of the Purchasers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "*Security Interest*") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "*Trademark Collateral*"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual

Property License.

3. **SECURITY FOR SECURED OBLIGATIONS.** This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. **SECURITY AGREEMENT.** The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT.** If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give notice in writing to Agent with respect to any such new trademarks in accordance with the terms of the Security Agreement. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. **COUNTERPARTS.** This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

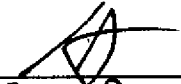
7. **INTERCREDITOR AGREEMENT.** Notwithstanding anything herein to the contrary, the Lien and security interest granted to Agent, for the benefit of the Purchasers, pursuant to this Trademark Security Agreement and the exercise of any right or remedy by Agent hereunder are subject to the provisions of the Intercreditor Agreement, dated May 22, 2015 (as amended, restated, supplemented, or otherwise modified from time to time, the "*Intercreditor Agreement*"), among Opus Bank, as First Lien Agent (as defined therein), Corbel Structured Equity Partners, L.P., as Second Lien Agent (as defined therein), and the Grantors (as defined therein) from time to time party thereto and other persons party or that may become party thereto from time to time. If there is a conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement, the terms of the Intercreditor Agreement will control.

*[SIGNATURE PAGES FOLLOW]*

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTORS:**

**COSMETIC DESIGN GROUP, LLC,**  
a Delaware limited liability company

By:   
Name: STEVE DICKSTEIN  
Title: CEO

**AGENT:**

ACCEPTED AND ACKNOWLEDGED BY:


**CORBEL STRUCTURED EQUITY PARTNERS,  
L.P.,**

By: Corbel Capital Advisors, LLC,  
its General Partner

By: Corbel Management, LLC  
its Manager

By:   
Name: Jeffrey B. Schwartz  
Title: Manager


**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**Trademark Registrations/Applications**


<b><u>No.</u></b>	<b><u>Mark</u></b>	<b><u>Reg. or App. No.</u></b>	<b><u>Reg. or File Date</u></b>
US-1	Color n' Peel COLOR N' PEEL <b>Cross References:</b> COLOR AND PEEL	86/506,195	01/16/2015
US-2	iDesign IDESIGN <b>Cross References:</b> I DESIGN	86/503,609	01/14/2015
US-3	 INSTUDIO COSMETICS <b>Cross References:</b> IN STUDIO COSMETICS	86/388,788	09/08/2014
US-5	THE COLOR FACTORY THE COLOR FACTORY	86/120,625	11/15/2013
US-6	COLOR FACTORY COLOR FACTORY	86/120,633	11/15/2013
US-7	AQUA SHIELD AQUA SHIELD	86/120,598	11/15/2013
US-8	NITE-LIGHTS NINA INTERNATIONAL NITE-LIGHTS NINA INTERNATIONAL <b>Cross References:</b> NIGHT LIGHTS NINA INTERNATIONAL	85/656,210	06/19/2012

<u>No.</u>	<u>Mark</u>	<u>Reg. or App. No.</u>	<u>Reg. or File Date</u>
US-9	HAIR DARE HAIR DARE	85/656,182	06/19/2012
US-10	GROWTH SPURT GROWTH SPURT	4,275,677	01/15/2013
US-11	Bridge The Ridge BRIDGE THE RIDGE	4,275,678	01/15/2013
US-12	MANICURE EXTENDER MANICURE EXTENDER	4,360,134	07/02/2013
US-13	REAL COLORS REAL COLORS	4,288,492	02/12/2013
US-14	IN A HURRY IN A HURRY	4,275,719	01/15/2013
US-15	YELLOW STOPPER YELLOW STOPPER	4,360,135	07/02/2013



<u>No.</u>	<u>Mark</u>	<u>Reg. or App. No.</u>	<u>Reg. or File Date</u>
US-16	BELLA NAILS BELLA NAILS	85/068,573	06/22/2010
US-19	NANO LINER NANO LINER	3,768,403	03/30/2010
US-20	LUNA BRONZER/BLUSH LUNA BRONZER/BLUSH	3,787,758	05/11/2010
US-23	MINERAL THERAPY MINERAL THERAPY	3,635,747	06/09/2009
US-24	HIDEAWAY HIDEAWAY	3,696,267	10/13/2009
US-25	COLORLASH COLORLASH Cross References: COLOR LASH	3,438,294	05/27/2008
US-27	LINE & SEAL 24 LINE & SEAL 24	3,312,299	10/16/2007
US-28	24 HR POWER 24 HR POWER	3,514,383	10/07/2008

<u>No.</u>	<u>Mark</u>	<u>Reg. or App. No.</u>	<u>Reg. or File Date</u>
US-29	LIQUID METALS  LIQUID METALS	3,773,602	04/06/2010
US-31	PLASTIQUE  PLASTIQUE	3,418,850	04/29/2008
US-33	B vain cosmetics  B VAIN COSMETICS <b>Cross References:</b> BE VAIN COSMETICS	3,392,755	03/04/2008
US-34	  B VAIN COSMETICS <b>Cross References:</b> BE VAIN COSMETICS	3,392,752	03/04/2008
US-35	FLAT PENCIL	2,944,488	04/26/2005
US-36	INK POTS	2,926,620	02/15/2005
US-37	PENCIL FACTORY	2,730,540	06/24/2003
US-39	STYLI-STYLE	2,654,829	11/26/2002

<u>No.</u>	<u>Mark</u>	<u>Reg. or App. No.</u>	<u>Reg. or File Date</u>
US-41	ULTRA PRO	2,034,442	01/28/1997
US-42	 S SALON SCIENCES	1,733,908	11/17/1992

Trademark Licenses

None.