TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM359123

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FullBeauty Brands, L.P.		10/14/2015	LIMITED PARTNERSHIP: DELAWARE
Jessica London, Inc.		10/14/2015	CORPORATION: DELAWARE
Swimsuits For All, LLC		10/14/2015	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Goldman Sachs Bank USA, as Second Lien Collateral Agent
Street Address:	200 West Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10282
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 94

Property Type	Number	Word Mark
Registration Number:	0931531	KING SIZE
Registration Number:	0977344	KING SIZE
Registration Number:	1617731	WOMAN WITHIN
Registration Number:	2210503	JESSICA LONDON
Registration Number:	2276592	CANDLELIGHT & CHAMPAGNE
Registration Number:	2444761	ALLISON WOODS
Registration Number:	2681499	BRYLANEHOME
Registration Number:	2428869	ONLY NECESSITIES
Registration Number:	2635986	KINGS' COURT
Registration Number:	2698161	VIA ACCENTI
Registration Number:	2859197	CHELSEA STUDIO
Registration Number:	2604539	.... YOUR STYLE, YOUR SIZE
Registration Number:	2588396	BRYLANEHOME
Registration Number:	2645682	JESSICA LONDON
Registration Number:	2706494	KING SIZE
Registration Number:	2751981	KING SIZE DIRECT

OP $2365.00 0931531

Property Type	Number	Word Mark
Registration Number:	2666174	MORE FOR LESS IN BIG AND TALL SIZES!
Registration Number:	2805755	DREAMS & CO.
Registration Number:	2774185	AQUABELLA
Registration Number:	2799241	JESSICA LONDON
Registration Number:	2921453	DENIM 24/7
Registration Number:	2807459	SOFT FOCUS
Registration Number:	2793123	THE BEST DRESSED
Registration Number:	2840209	KNOCKAROUNDS
Registration Number:	3213878	SWIM 365
Registration Number:	3218621	LIBERTY BLUES
Registration Number:	3220573	WOMAN WITHIN
Registration Number:	3259164	NO HASSLE
Registration Number:	3276396	COMFORT VIEW
Registration Number:	3178286	STEP UP COMFORT
Registration Number:	3218794	BOULDER CREEK
Registration Number:	3248441	INVISIBLE STRETCH
Registration Number:	3350100	ONE STOP PLUS
Registration Number:	3327737	AMOUREUSE
Registration Number:	3337162	COMFORT CHOICE
Registration Number:	3242534	ROAMAN'S
Registration Number:	3256476	BCO
Registration Number:	3565058	OSP
Registration Number:	3394710	YOUR STYLE, YOUR SIZE
Registration Number:	3533561	EASY ENHANCER
Registration Number:	3796768	SUPPORT WITHOUT CONSTRAINTS
Registration Number:	3772906	PETAL BOOST
Registration Number:	3647499	COMFORTCHOICE
Registration Number:	3838664	BEACH BELLE
Registration Number:	3675933	WOMAN WITHIN
Registration Number:	3718563	KINGSIZEDIRECT.COM
Registration Number:	3761302	COMFORT CHOICE MADE TO BE BEAUTIFUL
Registration Number:	3905410	LOVE WHAT YOU WEAR
Registration Number:	3813942	SWIMSUITSFORALL
Registration Number:	3929740	ENERGY FLEX
Registration Number:	3967187	DREAMS & CO.
Registration Number:	3975832	DREAMS CO.
Registration Number:	3995075	COMFORT CRADLES
Registration Number:	3919602	OSP MAG

Property Type	Number	Word Mark
Registration Number:	3919876	OSP TV
Registration Number:	4110889	ROAMAN'S
Registration Number:	3926706	DENIM 24/7
Registration Number:	4242969	FULLBEAUTY
Registration Number:	4102521	KINGSIZE
Registration Number:	4102523	ONESTOPPLUS.COM
Registration Number:	4178175	ROAMAN'S
Registration Number:	4102542	BRYLANEHOME
Registration Number:	4197096	JESSICA LONDON
Registration Number:	4238990	KINGSIZE THE BIG AND TALL EXPERTS
Registration Number:	4167655	FIT BY BODY
Registration Number:	4173040	INFINITY BLU
Registration Number:	4259001	EASY MOVEMENT
Registration Number:	4343473	DESIGN FIT
Registration Number:	4302623	S4A
Registration Number:	2654196	ROAMAN'S
Registration Number:	4597595	AQUABELLE
Registration Number:	4362396	SWIM SEXY
Registration Number:	4279995	B. BELLE
Registration Number:	4463609	FULLBEAUTY
Registration Number:	4515645	COMFORT DOLLARS
Registration Number:	4479069	CERECO
Registration Number:	4773318	FULLBEAUTY
Registration Number:	4469308	THE BRA CLUB
Registration Number:	4569594	YOUR SIMPLE SOLUTION FOR EVERYDAY SUPPOR
Registration Number:	4488667	FIT FOR YOU
Registration Number:	4498223	IN SITE THE WOMAN WITHIN BLOG
Registration Number:	4594482	TROPICULTURE
Registration Number:	4721324	EASY ACTIVE
Registration Number:	4757308	IT'S BETTER IN A SWIMSUIT
Registration Number:	4641375	SEXY AT EVERY CURVE
Serial Number:	86501383	FULLBEAUTY BRANDS
Serial Number:	86508043	LIFE IS BETTER IN A SWIMSUIT
Serial Number:	86586985	IT'S BETTER IN A SWIMSUIT
Serial Number:	86729841	#BEPOWERFULL
Registration Number:	3730841	SECRET SOLUTIONS
Registration Number:	3794632	INSTANT FIX
Registration Number:	3761647	V-MAIL EXCLUSIVE

Property Type	Number	Word Mark
Registration Number:	3592596	SECRET SOLUTIONS BY COMFORT CHOICE
Registration Number:	4102520	BRYLANEHOME

CORRESPONDENCE DATA

Fax Number:

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.

Email: michael.barys@thomsonreuters.com

Correspondent Name: Elaine Carrera, Legal Assistant

Address Line 1: 80 Pine Street

Address Line 2: c/o Cahill Gordon & Reindal LLP

Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Michael Barys/
DATE SIGNED:	10/19/2015

Total Attachments: 8

source=FullBeauty Brands Second Lien Trademark#page1.tif
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Form PTO-1594 (Rev. 12-11)
OMB Collection 0651-0027 (exp. 04/30/2015)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

1. FullBeauty Brands, L.P.
2. Jessica London, Inc.
3. Swimsuits For All, LLC

☐ Individual(s) ☐ Association
☐ Partnership ☐ Limited Partnership
☐ Corporation- State:
☒ Other 1. L.P.-DE; 2. Corp.-DE; 3. LLC-DE

Citizenship (see guidelines)

Additional names of conveying parties attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Goldman Sachs Bank USA, as Second Lien Collateral Agent

Street Address: 200 West Street

City: New York

State: NY

Country: USA Zip: 10282

☐ Individual(s) Citizenship
☐ Association Citizenship
☐ Partnership Citizenship
☐ Limited Partnership Citizenship
☐ Corporation Citizenship
☒ Other Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) October 14, 2015

☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Second Lien Trademark Security Agreement

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See Schedule A

B. Trademark Registration No.(s)

See Schedule A

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

Internal Address:

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number:

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved: 94

7. Total fee (37 CFR 2.6(b)(6) & 3.41) $

☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

Deposit Account Number

Authorized User Name

9. Signature: Elaine Carrera
Signature

October 14, 2015
Date

Elaine Carrera
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

EXECUTION VERSION

SHORT FORM SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement") dated October 14, 2015, is made by the Persons listed on the signature pages hereof (collectively, the "Grantors") in favor of GOLDMAN SACHS BANK USA ("GS") as Collateral Agent (the "Second Lien Collateral Agent") for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to therein.

WHEREAS, BLACKDOG MERGER CO., INC., a Delaware corporation as the initial borrower thereunder, whose rights and obligations therein will be assigned to and assumed by FULLBEAUTY BRANDS HOLDINGS CORP. (the "Borrower"), BLACKDOG ACQUISITION CO., INC., a Delaware corporation ("Holdings"), GS, as Administrative Agent and Collateral Agent, each Lender from time to time party thereto and each other party thereto have entered into the Second Lien Term Loan Credit Agreement dated as of October 14, 2015 (the "Closing Date") (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lenders have severally agreed to make Loans to the Borrower upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Second Lien Security Agreement dated as of the Closing Date (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in order to induce the Lenders to make Loans.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Second Lien Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Second Lien Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the following (the "Second Lien Collateral"):

(a) the registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office set forth in Schedule A hereto (excluding any Excluded Property).

SECTION 2. Security for Obligations. The grant of a security interest in the Second Lien Collateral by each Grantor under this Trademark Security Agreement secures the payment of all

Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Trademark Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Second Lien Collateral Agent with respect to the Second Lien Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Severability. In case any one or more of the provisions contained in this Trademark Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

FULLBEAUTY BRANDS, L.P.,
as Initial Grantor

By: Jessica London, Inc.
Its: General Partner

By: _____
Name: Catherine Doucet
Title: Secretary and Treasurer

JESSICA LONDON, INC.,
as Initial Grantor

By: _____
Name: Catherine Doucet
Title: Secretary and Treasurer

SWIMSUITS FOR ALL, LLC,
as Initial Grantor

By: _____
Name: Catherine Doucet
Title: Secretary and Treasurer

GOLDMAN SACHS BANK USA,
as Second Lien Collateral Agent

By: _____
Name:
Title: Robert Ehudin
Authorized Signatory

Signature Page to
Second Lien Trademark Security Agreement

SCHEDULE A

U.S. TRADEMARK APPLICATIONS AND REGISTRATIONS

Registered owner/ Grantor	Trademark	Registration No. or Application No.	Application Date or Registration Date
FullBeauty Brands, L.P.	KINGSIZE	931531	3/28/1972
FullBeauty Brands, L.P.	KINGSIZE	977344	1/22/1974
FullBeauty Brands, L.P.	WOMAN WITHIN (Class 25 and 42)	1617731	10/16/1990
Jessica London, Inc.	JESSICA LONDON	2210503	12/15/1998
FullBeauty Brands, L.P.	CANDLELIGHT & CHAMPAGNE and Design	2276592	9/7/1999
FullBeauty Brands, L.P.	ALLISON WOODS	2444761	4/17/2001
FullBeauty Brands, L.P.	BRYLANEHOME	2681499	1/28/2003
FullBeauty Brands, L.P.	ONLY NECESSITIES	2428869	2/13/2001
FullBeauty Brands, L.P.	KINGS' COURT	2635986	10/15/2002
FullBeauty Brands, L.P.	VIA ACCENTI	2698161	3/18/2003
FullBeauty Brands, L.P.	CHELSEA STUDIO	2859197	7/6/2004
FullBeauty Brands, L.P.	... YOUR STYLE, YOUR SIZE	2604539	8/6/2002
FullBeauty Brands, L.P.	BRYLANEHOME	2588396	7/2/2002
Jessica London, Inc.	JESSICA LONDON	2645682	11/5/2002
FullBeauty Brands, L.P.	KINGSIZE	2706494	1/22/1974
FullBeauty Brands, L.P.	KINGSIZE DIRECT	2751981	8/19/2003
FullBeauty Brands, L.P.	MORE FOR LESS IN BIG AND TALL SIZES!	2666174	12/24/2012
FullBeauty Brands, L.P.	DREAMS & CO.	2805755	1/13/2004
Swimsuits for All, LLC	AQUABELLA	2774185	10/14/2003
Jessica London, Inc.	JESSICA LONDON	2799241	12/23/2003
FullBeauty Brands, L.P.	DENIM 24/7	2921453	1/25/2005
FullBeauty Brands, L.P.	SOFT FOCUS	2807459	1/20/2004
FullBeauty Brands, L.P.	THE BEST DRESSED	2793123	12/9/2003
FullBeauty Brands, L.P.	KNOCKAROUNDS	2840209	5/11/2004
FullBeauty Brands, L.P.	SWIM 365	3213878	2/27/2007
FullBeauty Brands, L.P.	LIBERTY BLUES	3218621	3/13/2007
FullBeauty Brands, L.P.	WOMAN WITHIN	3220573	3/20/2007
FullBeauty Brands, L.P.	NO HASSLE	3259164	7/3/2007
FullBeauty Brands, L.P.	COMFORTVIEW	3276396	8/7/2007
FullBeauty Brands, L.P.	STEP UP COMFORT	3178286	11/28/2006
FullBeauty Brands, L.P.	BOULDER CREEK	3218794	3/13/2007
FullBeauty Brands, L.P.	INVISIBLE STRETCH	3248441	5/29/2007
FullBeauty Brands, L.P.	ONE STOP PLUS	3350100	12/4/2007

Registered owner/ Grantor	Trademark	Registration No. or Application No.	Application Date or Registration Date
FullBeauty Brands, L.P.	AMOUREUSE	3327737	10/30/2007
FullBeauty Brands, L.P.	COMFORT CHOICE	3337162	11/13/2007
FullBeauty Brands, L.P.	ROAMAN'S	3242534	5/15/2007
FullBeauty Brands, L.P.	BCO	3256476	6/26/2007
FullBeauty Brands, L.P.	OSP	3565058 (Cancelled)	01/20/2009
FullBeauty Brands, L.P.	…YOUR STYLE, YOUR SIZE	3394710	3/11/2008
FullBeauty Brands, L.P.	EASY ENHANCER	3533561	11/18/2008
FullBeauty Brands, L.P.	SUPPORT WITHOUT CONSTRAINTS	3796768	6/1/2010
FullBeauty Brands, L.P.	PETAL BOOST	3772906	4/6/2010
FullBeauty Brands, L.P.	COMFORT CHOICE & Design (Flower Design)	3647499	6/30/2009
Swimsuits for All, LLC	BEACH BELLE	3838664	8/24/2010
FullBeauty Brands, L.P.	WOMAN WITHIN (stylized)	3675933	9/1/2009
FullBeauty Brands, L.P.	KINGSIZEDIRECT.COM	3718563	12/1/2009
FullBeauty Brands, L.P.	COMFORT CHOICE MADE TO BE BEAUTIFUL	3761302	3/16/2010
FullBeauty Brands, L.P.	LOVE WHAT YOU WEAR	3905410	1/11/2011
Swimsuits for All, LLC	SWIMSUITSFORALL	3813942	7/6/2010
FullBeauty Brands, L.P.	ENERGY FLEX	3929740	3/8/2011
FullBeauty Brands, L.P.	DREAMS & CO.	3967187	5/24/2011
FullBeauty Brands, L.P.	DREAMS & CO. & Design (Flower Design)	3975832	6/7/2011
FullBeauty Brands, L.P.	COMFORT CRADLES	3995075	7/12/2011
FullBeauty Brands, L.P.	OSP MAG	3919602	2/15/2011
FullBeauty Brands, L.P.	OSP TV	3919876	2/15/2011
FullBeauty Brands, L.P.	ROAMAN'S	4110889	3/13/2012
FullBeauty Brands, L.P.	DENIM24/7 & Design (Heart Design)	3926706	3/1/2011
FullBeauty Brands, L.P.	FULLBEAUTY	4242969	11/13/2012
FullBeauty Brands, L.P.	KINGSIZE	4102521	2/21/2012
FullBeauty Brands, L.P.	ONESTOPPLUS.COM	4102523	2/21/2012
FullBeauty Brands, L.P.	ROAMAN'S	4178175	7/24/2012
FullBeauty Brands, L.P.	BRYLANEHOME	4102542	2/21/2012
Jessica London, Inc.	JESSICA LONDON	4197096	8/28/2012
FullBeauty Brands, L.P.	KINGSIZE THE BIG AND TALL EXPERTS	4238990	11/6/2012
FullBeauty Brands, L.P.	FIT BY BODY	4167655	7/3/2012
Swimsuits for All, LLC	INFINTIY BLU	4173040	7/10/2012
FullBeauty Brands, L.P.	EASY MOVEMENT	4259001	12/11/2012

Registered owner/ Grantor	Trademark	Registration No. or Application No.	Application Date or Registration Date
Swimsuits for All, LLC	DESIGN FIT	4343473	5/28/2013
Swimsuits for All, LLC	S4A	4302623	3/12/2013
FullBeauty Brands, L.P.	ROAMAN'S	2654196	11/26/2002
Swimsuits for All, LLC	AQUABELLE	4597595	9/2/2014
Swimsuits for All, LLC	SWIM SEXY	4362396	7/2/2013
Swimsuits for All, LLC	B. BELLE	4279995	1/22/2013
FullBeauty Brands, L.P.	FULLBEAUTY	4463609	1/7/2014
FullBeauty Brands, L.P.	COMFORT DOLLARS	4515645	4/15/2014
FullBeauty Brands, L.P.	CERECO	4479069	2/4/2014
FullBeauty Brands, L.P.	FULLBEAUTY	85882597 4773318	7/14/2015
FullBeauty Brands, L.P.	THE BRA CLUB & Design	4469308	1/21/2014
FullBeauty Brands, L.P.	YOUR SIMPLE SOLUTION FOR EVERYDAY SUPPORT	4569594	7/15/2014
FullBeauty Brands, L.P.	FIT FOR YOU	4488667	2/25/2014
FullBeauty Brands, L.P.	IN SITE THE WOMAN WITHIN BLOG	4498223	3/18/2014
Swimsuits for All, LLC	TROPICULTURE	4594482	8/26/2014
FullBeauty Brands, L.P.	EASY ACTIVE	4721324	4/14/2015
Swimsuits for All, LLC	IT'S BETTER IN A SWIMSUIT	4757308	6/16/2015
Swimsuits for All, LLC	SEXY AT EVERY CURVE	4641375	11/18/2014
FullBeauty Brands, L.P.	FULLBEAUTY BRANDS	86501383	1/12/2015
Swimsuits for All, LLC	LIFE IS BETTER IN A SWIMSUIT	86508043	1/20/2015
Swimsuits for All, LLC	IT'S BETTER IN A SWIMSUIT	86586985	4/3/2015
FullBeauty Brands, L.P.	#BEPOWERFUL	86729841	8/19/2015
FullBeauty Brands, L.P.	SECRET SOLUTIONS	3730841	12/29/2009
FullBeauty Brands, L.P.	INSTANT FIX	3794632	5/25/2010
FullBeauty Brands, L.P.	V-MAIL EXCLUSIVE	3761647	3/16/2010
FullBeauty Brands, L.P.	SECRET SOLUTIONS BY COMFORT CHOICE	3592596	3/17/2009
Redcats USA, L.P.	BRYLANEHOME	4102520	2/21/2012