

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM365526

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Manicube, Inc.		10/30/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Elizabeth Arden Spas, Inc.		
<b>Street Address:</b>	300 Main Street, 8th Floor		
<b>City:</b>	Stamford		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06901		
<b>Entity Type:</b>	CORPORATION: ARIZONA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85707812	MANICUBE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8164215547		
<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>			
<b>Phone:</b>	816-474-6550		
<b>Email:</b>	tmdocket@shb.com		
<b>Correspondent Name:</b>	Shook, Hardy & Bacon LLP		
<b>Address Line 1:</b>	2555 Grand Blvd		
<b>Address Line 2:</b>	Intellectual Property Section		
<b>Address Line 4:</b>	Kansas City, MISSOURI 64108		
<b>ATTORNEY DOCKET NUMBER:</b>	ELAR.246554		
<b>NAME OF SUBMITTER:</b>	Bradley R. Howard		
<b>SIGNATURE:</b>	/bhowardshb/		
<b>DATE SIGNED:</b>	12/11/2015		
<b>Total Attachments: 5</b>			
source=Manicube - Trademark Transfer Statement#page1.tif			
source=Manicube - Trademark Transfer Statement#page2.tif			
source=Manicube - Trademark Transfer Statement#page3.tif			
source=Manicube - Trademark Transfer Statement#page4.tif			

CH \$40.00 85707812



**TRADEMARK TRANSFER STATEMENT**  
(under Uniform Commercial Code Section 9-619)

WHEREAS, Manicube, Inc., a Delaware corporation ("Manicube"), is the registered owner of certain trademarks and service marks registered and pending in the United States Patent and Trademark Office, pending foreign trademark applications, and common law trademarks and service marks, which are set forth on the Schedule attached hereto (hereinafter collectively referred to as the "Marks");

WHEREAS, Manicube previously granted to Venture Lending & Leasing VII, Inc. ("Secured Party") security interests in all of Manicube's right, title and interest in and to all general intangibles and other personal property owned by Manicube, including the Marks as security for certain indebtedness and obligations;

WHEREAS, Manicube has defaulted in connection with its secured obligations to Secured Party;

WHEREAS, Secured Party has exercised its post-default rights of foreclosure of its security interests in and to the Marks and the goodwill associated therewith, and pursuant to a power of sale and foreclosure has conveyed on October 30, 2015, the Marks to Elizabeth Arden Spas, Inc., an Arizona corporation ("Transferee"); and

WHEREAS, by reason of the exercise of such post-default remedies, all rights of Manicube in and to the Marks have been acquired by Transferee.

NOW, THEREFORE, in accordance with Section 9619(b) of the California Commercial Code, Transferee is entitled to a transfer of record of all rights of Manicube in the Marks, and request is hereby made that the Commissioner of Patents and Trademarks and the United States Patent and Trademark Office accept the foregoing transfer statement and promptly amend its records to reflect the aforesaid transfer to Transferee.

The mailing address of Manicube, Secured Party and the Transferee are as follows:

Manicube:

Manicube, Inc.  
233 East 54<sup>th</sup> Street, Suite 3D  
New York, NY 10022  
Attention: Chief Executive Officer

Secured Party:

Venture Lending & Leasing VII, Inc.  
104 La Mesa Drive, Suite 102  
Portola Valley, CA 94028

Attention: Chief Financial Officer

Transferee:

Elizabeth Arden Spas, Inc.  
300 Main Street, 8th Floor  
Stamford, CT 06901  
Attention: Todd Walter, Chief Executive  
Officer

This instrument may be executed in counterparts, and each counterpart shall have the same force and effect as an original and shall constitute an effective, binding agreement on the part of each of the undersigned. This instrument may be executed by facsimile signature, and such signature shall be treated as a fully enforceable signature hereto.

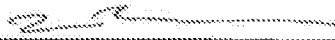
[Signature pages follow]

[Signature Page to Trademark Transfer Statement]

IN WITNESS WHEREOF, Secured Party and Transferee has caused its name to be signed by a duly authorized representative this 30th day of October, 2015.

SECURED PARTY:

VENTURE LENDING & LEASING VII, INC.

By:   
Name: Maurice Werdegar  
Title: President and CEO

TRANSFEREE:

ELIZABETH ARDEN SPAS, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[Signature Page to Trademark Transfer Statement]

IN WITNESS WHEREOF, Secured Party and Transferee has caused its name to be signed by a duly authorized representative this 30th day of October, 2015.

SECURED PARTY:

VENTURE LENDING & LEASING VII, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

TRANSFEREE:

ELIZABETH ARDEN SPAS, INC.

By: [Signature]  
Name: W. Todd Hunter  
Title: CEO

Schedule of Marks

Description

Serial Number

MANICUBE

85707812

48046/3055  
JTK/479971.2