

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM369124

<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		01/13/2016	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NBH Bank		
<b>Street Address:</b>	7800 E. Orchard Rd., Suite 300		
<b>City:</b>	Greenwood Village		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80111		
<b>Entity Type:</b>	CORPORATION: COLORADO		
<b>PROPERTY NUMBERS Total: 38</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86120598	AQUA SHIELD	
<b>Registration Number:</b>	3514383	24 HR POWER	
<b>Registration Number:</b>	3392755	B VAIN COSMETICS	
<b>Serial Number:</b>	86785611	BEACH BUDDIES	
<b>Serial Number:</b>	85068573	BELLA NAILS	
<b>Registration Number:</b>	4275678	BRIDGE THE RIDGE	
<b>Serial Number:</b>	86652407	BRING IT ON! VOLUMIZING MASCARA	
<b>Serial Number:</b>	86120633	COLOR FACTORY	
<b>Serial Number:</b>	86506195	COLOR N' PEEL	
<b>Registration Number:</b>	3438294	COLORLASH	
<b>Registration Number:</b>	2944488	FLAT PENCIL	
<b>Registration Number:</b>	4275677	GROWTH SPURT	
<b>Serial Number:</b>	85656182	HAIR DARE	
<b>Registration Number:</b>	3696267	HIDEAWAY	
<b>Serial Number:</b>	86503609	IDESIGN	
<b>Registration Number:</b>	4275719	IN A HURRY	
<b>Registration Number:</b>	2926620	INK POTS	
<b>Serial Number:</b>	86388788	INSTUDIO COSMETICS	
<b>Registration Number:</b>	3312299	LINE & SEAL 24	
<b>TRADEMARK</b>			

CH \$965.00 86120598

Property Type	Number	Word Mark
Registration Number:	3773602	LIQUID METALS
Serial Number:	86785612	LOVE BITES
Registration Number:	3787758	LUNA BRONZER/BLUSH
Registration Number:	4360134	MANICURE EXTENDER
Registration Number:	3635747	MINERAL THERAPY
Registration Number:	3768403	NANO LINER
Serial Number:	85656210	NITE-LIGHTS NINA INTERNATIONAL
Registration Number:	2730540	PENCIL FACTORY
Registration Number:	3418850	PLASTIQUE
Registration Number:	4288492	REAL COLORS
Registration Number:	1733908	S SALON SCIENCES
Serial Number:	86652399	SALON SCIENCES SOLE SMOOTHER
Serial Number:	86793728	SHAPE N' SMOOTH
Registration Number:	2654829	STYLI-STYLE
Serial Number:	86120625	THE COLOR FACTORY
Serial Number:	86652390	THE ULTIMATE BEAUTY SOURCE
Registration Number:	2034442	ULTRA PRO
Registration Number:	4360135	YELLOW STOPPER
Registration Number:	3392752	B VAIN COSMETICS

#### CORRESPONDENCE DATA

Fax Number: 3032238096

*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: 3032231296

Email: khigginbotham@bhfs.com

Correspondent Name: Kacey L. Higginbotham

Address Line 1: 410 Seventeenth Street, Suite 2200

Address Line 4: Denver, COLORADO 80202

ATTORNEY DOCKET NUMBER:	018653.0001
NAME OF SUBMITTER:	Kacey L. Higginbotham
SIGNATURE:	/kaceylhigginbotham/
DATE SIGNED:	01/13/2016

#### Total Attachments: 11

source=04. CDG - Patent and Trademark Security Agreement (Executed)#page1.tif  
source=04. CDG - Patent and Trademark Security Agreement (Executed)#page2.tif  
source=04. CDG - Patent and Trademark Security Agreement (Executed)#page3.tif  
source=04. CDG - Patent and Trademark Security Agreement (Executed)#page4.tif  
source=04. CDG - Patent and Trademark Security Agreement (Executed)#page5.tif  
source=04. CDG - Patent and Trademark Security Agreement (Executed)#page6.tif

source=04. CDG - Patent and Trademark Security Agreement (Executed)#page7.tif  
source=04. CDG - Patent and Trademark Security Agreement (Executed)#page8.tif  
source=04. CDG - Patent and Trademark Security Agreement (Executed)#page9.tif  
source=04. CDG - Patent and Trademark Security Agreement (Executed)#page10.tif  
source=04. CDG - Patent and Trademark Security Agreement (Executed)#page11.tif

**ASSIGNMENT OF SECURITY INTEREST IN UNITED STATES PATENTS AND TRADEMARKS**

THIS ASSIGNMENT OF SECURITY INTEREST IN UNITED STATES PATENTS AND TRADEMARKS (this "Agreement"), dated as of January 13, 2016, is made between **Cosmetic Design Group, LLC**, a Delaware limited liability company ("Borrower"), in favor of **NBH Bank**, a Colorado corporation (the "Lender").

A. The Borrower and Lender have entered into a Loan and Security Agreement dated as of the date hereof (as at any time amended, modified or supplemented, the "Loan Agreement") pursuant to which Lender agreed to provide financing to Borrower.

B. Pursuant to the Loan Agreement, the Borrower has granted to Lender a security interest in all of the Borrower's present and future assets, including the intellectual property identified below. To secure the Indebtedness and to supplement Lender's security interest in such intellectual property pursuant to the Loan Agreement, the Borrower is executing and delivering this Agreement.

Accordingly, the parties hereto agree as follows:

1. Definitions. All capitalized terms used in this Agreement (including in the recitals hereof) and not otherwise defined herein shall have the meanings given in the Loan Agreement.

2. Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Indebtedness, the Borrower hereby grants and collaterally assigns to the Lender a security interest in all of the Borrower's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which the Borrower now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

(i) all patents and patent applications, domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such patents and patent applications as described in Schedule A), all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;

(ii) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in Schedule B), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(iii) the entire goodwill of or associated with the businesses now or hereafter conducted by the Borrower connected with and symbolized by any of the aforementioned properties and assets;

(iv) all commercial tort claims associated with or arising out of any of the aforementioned properties and assets;

(v) all accounts, all intangible intellectual or other similar property and other general intangibles associated with or arising out of any of the aforementioned properties and assets and not otherwise described above, including all license payments and payments under insurance (whether or not the Lender is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral; and

(vi) all products, proceeds and supporting obligations of or with respect to any and all of the foregoing Collateral.

Notwithstanding the foregoing, in no event shall Collateral consist of any of the following: (i) any of the outstanding Ownership Interests of a Foreign Subsidiary in excess of 65% of the issued and outstanding Ownership Interests entitled to vote (within the meaning of Treas. Reg. Section 1.956-2(c)(2)) and 100% of the issued and outstanding Ownership Interests not entitled to vote (within the meaning of Treas. Reg. Section 1.956-2(c)(2)) in each Foreign Subsidiary if the pledge of a greater percentage would result in adverse tax consequences to Parent or would reasonably be expected to result in adverse tax consequences to Parent in the future), (ii) any document, contract, license or agreement to which any Loan Party is a party or any of its rights or interests thereunder (including, without limitation, rights of any Loan Party in any Assets leased, licensed or otherwise acquired thereunder), if and for so long as the grant of such security interest or the assignment thereof shall constitute or result in a breach or right of termination in favor of any party pursuant to the terms of, or a default under, or is otherwise prohibited by the terms of any such document, contract, license or agreement due to an enforceable provision containing a restriction on assignment, transfer, pledge, hypothecation or the grant of a security interest thereunder (other than to the extent that any such term is rendered ineffective pursuant to Section 9-406, 9-407, 9-408, or 9-409 of the UCC (or any successor provision or provisions) or any other applicable law (including the Bankruptcy Code) or principles of equity); provided that the foregoing exclusion shall not apply if such prohibition has been waived by the other party to such document, contract, license or agreement or the other party to such document, contract, license or agreement has otherwise consented to the creation hereunder of a security interest in such document, contract, license or agreement; provided, further, that immediately upon the ineffectiveness or lapse or termination of any such provision, the Collateral shall include, and such Loan Party shall be deemed to have granted a security interest in, all its rights, title and interests in and to such document, contract, license or agreement as if such provision had never been in effect; and provided, further, that the foregoing exclusion shall in no way be construed so as to limit, impair or otherwise affect Bank's unconditional continuing security interest in and to all rights, title and interests of the applicable Loan Party in or to any payment obligations or other rights to receive monies due or to become due under any such document, contract, license or agreement and in any such monies and other proceeds of such document, contract, license or agreement, (iii) any "intent to use" trademark applications to the extent that, and solely during

the period in which, the grant of a security interest therein would impair the validity or enforceability of such “intent to use” trademark applications under applicable federal law or (iv) the Holdback Amount and any deposit account into which funds for such Holdback Amount have been segregated.

(b) Continuing Security Interest. The Borrower agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with the Loan Agreement.

3. Supplement to Loan Agreement. The terms and provisions of this Agreement are intended as a supplement to the terms and provisions of the Loan Agreement. The rights and remedies of the Lender with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Loan Agreement, all terms and provisions of which are incorporated herein by reference.

4. Authorization to Supplement. If the Borrower shall obtain rights to any new trademarks, any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Agreement shall automatically apply thereto. In connection with the delivery of its monthly Compliance Certificate, Borrower shall advise Lender of the acquisition of any trademark or patent that is registered with the United States Patent and Trademark Office (the “PTO”) or the acquisition of any copyright registered with the United States Copyright Office (the “USCO”), or any trademark, patent or copyright registrations with the PTO or USCO, as the case may be, or the filing of any application for a trademark, patent or copyright with the PTO or USCO, as the case may be. Without limiting the Borrower’s obligation under this Section 4, the Borrower authorizes the Lender to modify this Agreement by amending Schedules A or B to include any such new patent or trademark rights. No failure to so amend Schedules A or B shall in any way affect, invalidate or detract from the Lender’s continuing security interest in all Collateral, whether or not listed on Schedule A or B.

5. Further Acts. On a continuing basis, at the request of the Lender, the Borrower shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places (none of which shall be foreign jurisdictions), all such instruments and documents, and take all such action as may be reasonably necessary or may be reasonably requested by the Lender to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure the Borrower’s compliance with this Agreement or to enable the Lender to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO. The Lender may record this Agreement, an abstract thereof, or any other document describing the Lender’s interest in the Collateral with the PTO, including any modification hereof as provided above, at the expense of the Borrower.

6. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the Borrower and the Lender and their respective successors and assigns and shall bind any Person who becomes bound as a grantor under this Agreement.

7. Applicable Law. This Agreement, and the transactions evidenced hereby, shall be governed by, and construed under, the internal laws of the State of New York, without regard to principles of conflicts of law, as the same may from time to time be in effect, including, without limitation, the UCC.

8. Entire Agreement; Amendment. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and shall not be amended except by the written agreement of the parties as provided in the Loan Agreement.

9. Severability. The provisions of this Agreement are independent of, and separable from, each other, and no such provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other such provision may be invalid or unenforceable in whole or in part. If any provision of this Agreement is prohibited or unenforceable in any jurisdiction, such provision shall be ineffective in such jurisdiction only to the extent of such prohibition or unenforceability, and such prohibition or unenforceability shall not invalidate the balance of such provision to the extent it is not prohibited or unenforceable nor render prohibited or unenforceable such provision in any other jurisdiction.

10. Counterparts; Facsimiles. This Agreement may be executed in any number of counterparts, and by the Lender and the Borrower on separate counterparts, each of which, when so executed and delivered, shall be an original, but all of which shall together constitute one and the same Agreement. A counterpart hereof executed and delivered by facsimile or PDF shall be effective as an original for all applicable purposes.

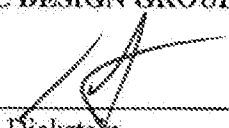
11. Conflict of Terms. Except as otherwise explicitly provided in this Agreement, if any provision contained in this Agreement is in conflict with or inconsistent with any provision in the Loan Agreement, the provision contained in the Loan Agreement shall govern and control, to the extent of such conflict or inconsistency.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

**BORROWER:**

**COSMETIC DESIGN GROUP, LLC**

By:   
Name: Steve Dickstein  
Title: Chief Executive Officer

[Signature Page to Assignment of Security Interest in United States Patents and Trademarks]

**TRADEMARK**  
**REEL: 005709 FRAME: 0236**



**LENDER:**

**NBH BANK**

By: 

Name: Dustin Jacobson

Title: Vice President

SCHEDULE A

Issued U.S. Patents of the Borrower

NONE

Pending U.S. Patent Applications of the Borrower

<u>Title</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Docket Number</u>
CAP WITH SNOW GLOBE	14/067,459	10/30/2013	0884-02UA
CAP WITH SNOW GLOBE	PCT/US 13/67587	10/30/2013	0884-02PCT
CAP WITH SNOW GLOBE	29/471,265	10/30/2013	0884-03DA
CASE PKG FOR PRESS ON NAILS	29/490,997	05/15/2014	0884-04DA

SCHEDULE B

U.S. Trademarks of the Borrower

<u>Serial Number/ Registration Number</u>	<u>Filing Date</u>	<u>Registrant/Applicant</u>	<u>Mark</u>
86120598	November 15, 2013	Cosmetic Design Group, LLC	Aqua Shield
3514383	April 12, 2006	Cosmetic Design Group, LLC	24 hr power
3392755	March 17, 2004	Cosmetic Design Group, LLC	B Vain Cosmetics
3392752	February 29, 2004	Cosmetic Design Group, LLC	B Vain Cosmetics & Design
86785611	October 13, 2015	Cosmetic Design Group, LLC	Beach Buddies
85068573	June 22, 2010	Cosmetic Design Group, LLC	Bella Nails
4275678	June 6, 2012	Cosmetic Design Group, LLC	Bridge the Ridge
86652407	June 4, 2015	Cosmetic Design Group, LLC	Bring It On! Volumizing Mascara
86120633	November 15, 2013	Cosmetic Design Group, LLC	Color Factory
86506195	January 16, 2015	Cosmetic Design Group, LLC	Color n' Peel

<u>Serial Number/ Registration Number</u>	<u>Filing Date</u>	<u>Registrant/Applicant</u>	<u>Mark</u>
3438294	July 10, 2006	Cosmetic Design Group, LLC	Colorlash
2944488	February 7, 2003	Cosmetic Design Group, LLC	Flat Pencil
4275677	June 6, 2012	Cosmetic Design Group, LLC	Growth Spurt
85656182	June 19, 2012	Cosmetic Design Group, LLC	Hair Dare
3696267	November 29, 2006	Cosmetic Design Group, LLC	Hideaway
86503609	January 14, 2015	Cosmetic Design Group, LLC	iDesign
4275719	June 6, 2012	Cosmetic Design Group, LLC	In a Hurry
2926620	August 20, 2002	Cosmetic Design Group, LLC	Ink Pots
86388788	September 8, 2014	Cosmetic Design Group, LLC	In Studio Cosmetics
3312299	June 9, 2006	Cosmetic Design Group, LLC	Line & Seal 24
3773602	March 13, 2006	Cosmetic Design Group, LLC	Liquid Metals

<u>Serial Number/ Registration Number</u>	<u>Filing Date</u>	<u>Registrant/Applicant</u>	<u>Mark</u>
86785612	October 13, 2015	Cosmetic Design Group, LLC	Love Bites
3787758	March 26, 2007	Cosmetic Design Group, LLC	Luna Bronzer Blush
4360134	June 6, 2012	Cosmetic Design Group, LLC	Manicure Extender
3635747	December 18, 2006	Cosmetic Design Group, LLC	Mineral Therapy
3768403	July 3, 2008	Cosmetic Design Group, LLC	Nanoliner
85656210	June 19, 2012	Cosmetic Design Group, LLC	Nite-Lights Nina International
2730540	September 11, 2000	Cosmetic Design Group, LLC	Pencil Factory
3418850	November 29, 2004	Cosmetic Design Group, LLC	Plastique
4288492	June 6, 2012	Cosmetic Design Group, LLC	Real Colors
1733908	July 9, 1990	Cosmetic Design Group, LLC	S Salon Sciences & Design
86652399	June 4, 2015	Cosmetic Design Group, LLC	Salon Sciences Sole Smoother

<u>Serial Number/ Registration Number</u>	<u>Filing Date</u>	<u>Registrant/Applicant</u>	<u>Mark</u>
86793728	October 20, 2015	Cosmetic Design Group, LLC	Shape N' Smooth
2654829	June 23, 2000	Cosmetic Design Group, LLC	Styli-Style
86120625	November 15, 2013	Cosmetic Design Group, LLC	The Color Factory
86652390	June 4, 2015	Cosmetic Design Group, LLC	The Ultimate Beauty Source
2034442	May 23, 1995	Cosmetic Design Group, LLC	Ultra Pro
4360135	June 6, 2012	Cosmetic Design Group, LLC	Yellow Stopper

Pending U.S. Trademark Applications of the Borrower

NONE