

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM369157

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	FIRST AMENDMENT TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PURE ROMANCE, LLC		01/11/2016	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	FIFTH THIRD BANK		
Street Address:	38 FOUNTAIN SQUARE PLAZA, MD 10908F		
City:	CINCINNATI		
State/Country:	OHIO		
Postal Code:	45263		
Entity Type:	OHIO BANKING CORPORATION: OHIO		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	4687795	PURE SATISFACTION	
Registration Number:	4684831	P	
Registration Number:	4625115	PASSION PARTIES	
Registration Number:	4620590	BODY BY PASSION PARTIES	
Registration Number:	4620589	HELLO PRETTY	
Registration Number:	4571990	BRINGING PASSION TO LIFE	
Registration Number:	3414588	THE ULTIMATE GIRLS' NIGHT IN	
Registration Number:	4000260	ROMANTATHERAPY	
Registration Number:	3713726	PASSION DIVA	
Registration Number:	2852967	PASSION MASSAGE LOTION	
Registration Number:	2036667	PASSION MIST	
CORRESPONDENCE DATA			
Fax Number:	2025339099		
<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:	202-467-8800		
Email:	BEHOUE@vorys.com, LCSTRIGGLES@VORYS.COM		
Correspondent Name:	VORYS, SATER, SEYMOUR AND PEASE LLP		

CH \$290.00 4687795

Address Line 1:	P.O. BOX 2255 -- IPLAW@VORYS
Address Line 2:	ATTN: TANYA MARIE CURCIO
Address Line 4:	COLUMBUS, OHIO 43216-2255

ATTORNEY DOCKET NUMBER:	5252-877/0769/4687795
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NAME OF SUBMITTER:	Bernice Hogue
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SIGNATURE:	/bernice hogue/
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DATE SIGNED:	01/14/2016
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Total Attachments: 6

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**FIRST AMENDMENT
TO
AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT**

THIS FIRST AMENDMENT TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Amendment") is made and entered into as of January 11, 2016 (the "Effective Date"), to be effective at all times immediately after the consummation of the Passion Parties Acquisition, as defined in the Credit Agreement defined below, by and between **PURE ROMANCE, LLC**, a Delaware limited liability company ("Debtor"), whose principal place of business and mailing address is 655 Plum Street, Cincinnati, OH 45202, and **FIFTH THIRD BANK**, an Ohio banking corporation, as Agent for the benefit of the Secured Creditors ("Agent"), and is as follows:

Preliminary Statements

A. Debtor, Agent, the LC Issuer and the Lenders from time to time party thereto are parties to that certain Amended and Restated Credit Agreement dated as of March 7, 2014, as amended by the First Amendment to Amended and Restated Credit Agreement dated as of January 13, 2015 and the Second Amendment to Amended and Restated Credit Agreement dated as of even date herewith ("A/R Second Amendment") (as heretofore amended, as amended contemporaneously herewith by the A/R Second Amendment, and as the same may be further amended, replaced, restated, or otherwise modified hereafter, the "Credit Agreement").

B. In connection with the Credit Agreement, Debtor and Agent entered into an Amended and Restated Trademark Security Agreement dated as of March 7, 2014 (the "Trademark Security Agreement"). Capitalized terms used, but not defined, herein shall have the meanings assigned to them in the Trademark Security Agreement or in the Credit Agreement, as applicable.

C. In order to induce the Secured Creditors to enter into the A/R Second Amendment, Debtor agreed, among other things, to amend the Trademark Security Agreement.

D. Now, in order to satisfy the condition set forth in the A/R Second Amendment, Debtor and Agent hereby amend the Trademark Security Agreement all on the terms and subject to the conditions of this Amendment.

Statement of Agreement

In consideration of the mutual covenants and agreements set forth in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent and Debtor hereby agree as follows:

1. **Amendments to Trademark Security Agreement.** Schedule I to the Trademark Security Agreement is hereby supplemented by the addition of the document attached hereto as Supplement to Schedule I, to be attached at the end of the existing Schedule I to the Trademark Security Agreement. Accordingly, Debtor hereby acknowledges and agrees that each mark,

registration, and application listed on the Supplement to Schedule I attached hereto and made a part hereof constitutes, and shall be deemed to be, part of the Trademark Collateral for all purposes of the Loan Documents.

2. **Default.** Any default by Debtor in the performance of its obligations under this Amendment shall constitute an Event of Default (as defined in the Credit Agreement) under the Trademark Security Agreement.

3. **Continuing Effect of Trademark Security Agreement; Reaffirmation of Security.** Except as expressly amended hereby, all of the provisions of the Trademark Security Agreement are ratified and confirmed and remain in full force and effect. Without limiting the generality of the foregoing, Debtor ratifies and reaffirms any and all grants of Liens to Agent on the Trademark Collateral (including, without limitation, the Trademarks set forth on the Supplement to Schedule I attached hereto) as security for the Obligations, and Debtor acknowledges and confirms that the grants of the Liens to Agent on the Trademark Collateral: (a) represent continuing Liens on all of the Trademark Collateral, (b) secure all of the Obligations, and (c) represent valid and first priority Liens on all of the Trademark Collateral except to the extent of any Permitted Liens (as defined in the Credit Agreement).

4. **One Agreement; References; Fax Signature.** The Trademark Security Agreement, as amended by this Amendment, will be construed as one agreement. Any reference in any of the Loan Documents to the Trademark Security Agreement will be deemed to be a reference to the Trademark Security Agreement as amended by this Amendment. This Amendment may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (a) may be relied on by each party as if the document were a manually signed original and (b) will be binding on each party for all purposes.

5. **Captions.** The headings to the Sections of this Amendment have been inserted for convenience of reference only and shall in no way modify or restrict any provisions hereof or be used to construe any such provisions.

6. **Counterparts.** This Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

7. **Governing Law.** This Amendment shall be governed by and construed in accordance with the internal laws of the State of Ohio.

[Signature Page Follows]

IN WITNESS WHEREOF, this Amendment has been duly executed by Debtor and Agent as of the Effective Date, to be effective at all times immediately after the consummation of the Passion Parties Acquisition.

PURE ROMANCE, LLC

By: 
Christopher Cicchinelli, President

FIFTH THIRD BANK, as Agent

By: _____
Robert M. Nussbaum, Jr., Assistant
Vice President

SIGNATURE PAGE TO
FIRST AMENDMENT TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 005709 FRAME: 0391

IN WITNESS WHEREOF, this Amendment has been duly executed by Debtor and Agent as of the Effective Date, to be effective at all times immediately after the consummation of the Passion Parties Acquisition.


PURE ROMANCE, LLC

By: _____
Christopher Cicchinelli, President

FIFTH THIRD BANK, as Agent

By: Robert M. Nussbaum, Jr.
Robert M. Nussbaum, Jr., Assistant
Vice President

SUPPLEMENT TO SCHEDULE I**TRADEMARKS AND LICENSES****Registered Trademarks:**

Mark	Country	Serial Number	Filing Date	Registration Number	Registration Date
PURE SATISFACTION	United States	86309274	June 13, 2014	4687795	February 17, 2015
P Design 	United States	86344455	July 22, 2014	4684831	February 10, 2015
PASSION PARTIES	United States	86293953	May 28, 2014	4625115	October 21, 2014
BODY BY PASSION PARTIES	United States	86219623	March 12, 2014	4620590	October 14, 2014
HELLO PRETTY	United States	86219611	March 12, 2014	4620589	October 14, 2014
BRINGING PASSION TO LIFE	United States	86147370	December 18, 2013	4571990	July 22, 2014
THE ULTIMATE GIRLS' NIGHT IN	United States	78829216	March 3, 2006	3414588	April 22, 2008
ROMANTATHERAPY	United States	77853439	October 21, 2009	4000260	July 26, 2011
PASSION DIVA	United States	77208308	June 18, 2007	3713726	November 24, 2009
PASSION MASSAGE LOTION	United States	76510135	April 28, 2003	2852967	June 15, 2004
PASSION MIST	United States	74730227	September 18, 1995	2036667	February 11, 1997
Because Passion is a Wonderful Thing	Canada	1218016	May 17, 2014	TMA680027	January 23, 2007

Body by Passion Parties	Canada	1674623	April 28, 2014	TMA919856	November 10, 2015
Bringing Passion to Life	Canada	1613551	February 13, 2013	TMA880310	June 17, 2014
FUNLADY	Canada	1311513	August 2, 2006	TMA731911	January 7, 2009
GIGI	Canada	1308994	July 13, 2006	TMA742529	June 23, 2009
Hello Pretty	Canada	1674624	April 28, 2014	TMA919,864	November 10, 2015
Passion Consultant	Canada	1311475	August 2, 2006	TMA731912	January 7, 2009
Passion Diva	Canada	1328969	December 20, 2006	TMA717475	June 26, 2008
Passion Parties	Canada	1200118	December 18, 2003	TMA679817	January 19, 2007
PURE SATISFACTION	Canada	1200116	December 18, 2003	TMA686409	April 23, 2007
ROMANTATHERAPY	Canada	1200117	December 18, 2003	TMA679820	January 19, 2007
The Ultimate Girls' Night In	Canada	1585196	August 9, 2012	TMA865790	November 25, 2013
Where Everyday is Valentine's Day	Canada	1218015	May 17, 2004	TMA680530	January 26, 2007