

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM371157

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Elizabeth Arden Spas, Inc.		01/29/2016	CORPORATION: ARIZONA
RECEIVING PARTY DATA			
Name:	Webster Bank, National Association		
Street Address:	281 Tresser Boulevard		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	a national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85707812	MANICUBE	
CORRESPONDENCE DATA			
Fax Number:	8602758299		
<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:	860-275-8285		
Email:	jscheib@rc.com		
Correspondent Name:	Jacqueline P. Scheib		
Address Line 1:	280 Trumbull Street		
Address Line 2:	Robinson & Cole LLP		
Address Line 4:	Hartford, CONNECTICUT 06103		
NAME OF SUBMITTER:	Jacqueline P. Scheib		
SIGNATURE:	/Jacqueline P. Scheib/		
DATE SIGNED:	01/29/2016		
Total Attachments: 4			
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AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT

This Amendment No. 1 to The Trademark Security Agreement (the "Amendment"), dated January 29, 2016 (the "Effective Date") is between Elizabeth Arden Spas, Inc., an Arizona corporation ("Debtor"), and Webster Bank, National Association, a national banking association ("Lender" and together with Debtor, the "Parties," and each, a "Party").

WHEREAS, the Parties entered into that certain Loan and Security Agreement (the "LSA"), dated March 4, 2014 (as amended, restated, supplemented or otherwise modified from time to time) securing Debtor's intellectual property as Collateral to the Lender;

WHEREAS, in furtherance and as confirmation of the security interest granted by Debtor to the Lender under the LSA, and as further security for the payment or performance in full of the Obligations, the Parties entered into a Trademark Security Agreement, dated March 4, 2014 (as the same may be amended, amended and restated, supplemented or otherwise modified from time to time in accordance with its provisions, the "Trademark Security Agreement");

WHEREAS, pursuant to Section 6 of the Trademark Security Agreement, the Parties desire to amend Schedule A of the Trademark Security Agreement; and

WHEREAS, pursuant to Section 9 of the Trademark Security Agreement, the Parties are amending Schedule A of the Trademark Security Agreement.

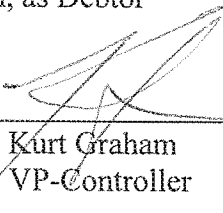
NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. Definitions. Capitalized terms used and not defined in this Amendment have the respective meanings assigned to them in the LSA or Trademark Security Agreement.
2. Amendments to the Existing Agreement. Schedule A to the Trademark Security Agreement is hereby amended to incorporate all of the trademarks disclosed on Schedule A attached hereto.
3. Date of Effectiveness; Limited Effect. This Amendment will become effective as of the Effective Date. Subject to the LSA and the Trademark Security Agreement, all other terms and conditions of the LSA and Trademark Security Agreement shall remain unmodified and in full force and effect. Without limiting the generality of the foregoing, the amendments contained herein will not be construed as an amendment to or waiver of any other provision of the LSA or Trademark Security Agreement or as a waiver of or consent to any further or future action on the part of either Party that would require the waiver or consent of the other Party.

[next page is the signature page]

IN WITNESS WHEREOF, the Parties have signed this Amendment as of the Effective Date.

ELIZABETH ARDEN SPAS, INC., an Arizona corporation, as Debtor

By: 
Name: Kurt Graham
Title: VP-Controller

WEBSTER BANK, NATIONAL ASSOCIATION, as the Lender

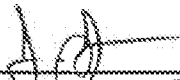
By: _____
Name:
Title:

IN WITNESS WHEREOF, the Parties have signed this Amendment as of the Effective Date.

ELIZABETH ARDEN SPAS, INC., an Arizona corporation, as Debtor

By: _____
Name:
Title:

WEBSTER BANK, NATIONAL ASSOCIATION,
as the Lender

By:  _____
Name: *Jayson Gagnier*
Title: *SVP*

Signature Page to Amendment No. 1 to Trademark Security Agreement - Elizabeth Arden Spas, Inc.

SCHEDULE A
to
Amendment No. 1 To Trademark Security Agreement

Debtor: Elizabeth Arden Spas, Inc.

Owner	Trademark	Appl. No.	Appl. Date	Reg. Date
Elizabeth Arden Spas, Inc.	MANICUBE	85/707,812	August 20, 2012	9/08/2015