

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM378907

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Perfekt Beauty Holdings, LLC		03/17/2016	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Corbel Structured Equity Partners, L.P.		
<b>Street Address:</b>	12400 Wilshire Blvd., Suite 645		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90025		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3383803	PER-FÉKT	
<b>Registration Number:</b>	4573963	PER-FÉKT BEAUTY	
<b>Registration Number:</b>	3383804		
<b>Registration Number:</b>	4635451	SMART COLOR CORRECTOR TECHNOLOGY	
<b>Registration Number:</b>	3436683	WHY LOOK GOOD WHEN YOU CAN LOOK PER-FÉKT	
<b>Serial Number:</b>	86411650	SMART COLOR GEL TECHNOLOGY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	860-240-2834		
<b>Email:</b>	nicole.pappa@morganlewis.com		
<b>Correspondent Name:</b>	Nicole Pappa		
<b>Address Line 1:</b>	One State Street		
<b>Address Line 2:</b>	Morgan, Lewis & Bockius LLP		
<b>Address Line 4:</b>	Hartford, CONNECTICUT 06037		
<b>NAME OF SUBMITTER:</b>	Nicole Pappa		
<b>SIGNATURE:</b>	/Nicole Pappa/		
<b>DATE SIGNED:</b>	04/01/2016		

OP \$165.00 3383803

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Trademark Security Agreement**”) is made this 17th day of March, 2016, by and among PERFEKT BEAUTY HOLDINGS, LLC, a Delaware limited liability company (the “**Grantor**”), and CORBEL STRUCTURED EQUITY PARTNERS, L.P., as administrative agent (“**Agent**”) for the benefit of the Purchasers (as defined below).

### W I T N E S S E T H:

WHEREAS, pursuant to that certain Note Purchase Agreement dated as of May 22, 2015 (as amended by that certain Amendment Number One to Note Purchase Agreement dated as of June 22, 2015, that certain Amendment Number Two to Note Purchase Agreement dated as of January 13, 2016 and that certain Joinder and Amendment Number Three to Note Purchase Agreement dated as of March 17, 2016 (the “**Third Amendment**”), and as may be further amended, restated, supplemented, or otherwise modified from time to time, the “**Note Purchase Agreement**”) by and among COSMETIC DESIGN GROUP, LLC, a Delaware limited liability company (“**CDG**”) and one or more additional direct or indirect Subsidiaries of Parent, acquired or formed on or after the date hereof, which become party to the Note Purchase Agreement by executing an Addendum (CDG, and such other Subsidiaries are sometimes individually referred to herein as an “**Issuer**” and collectively referred to herein as “**Issuers**”), the Purchasers of the Notes named therein (the “**Purchasers**”) and Agent, Agent and the Purchasers agreed to make certain financial accommodations available to Issuers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, in order to induce Agent and the Purchasers to make certain financial accommodations to Issuers, the Issuers are required pursuant to Section 6.11 of the Note Purchase Agreement, to cause certain new direct or indirect Domestic Subsidiaries of CDG to execute and deliver certain Note Documents (or joinders or supplements thereto) whereby such Domestic Subsidiaries agree to be bound by the terms thereof as additional Issuers or Grantors thereunder, including, without limitation, that certain Security Agreement, dated as of May 22, 2015, as amended (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “**Security Agreement**”); and

WHEREAS, in accordance with the terms of the Third Amendment, the Grantor has been added as a new Issuer under the Note Purchase Agreement and the other Note Documents and, in connection therewith, has executed a Supplement in favor of Agent pursuant to which it has been joined as a “Grantor” under the Security Agreement;

WHEREAS, pursuant to the terms of the Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the Purchasers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Note Purchase Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** The Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of the Purchasers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “**Security Interest**”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “**Trademark Collateral**”):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. **SECURITY FOR SECURED OBLIGATIONS.** This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the Grantor to Agent, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving the Grantor.

4. **SECURITY AGREEMENT.** The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT.** If the Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. The Grantor shall give notice in writing to Agent with respect to any such new trademarks in accordance with the terms of the Security Agreement. Without limiting Grantor’s obligations under this Section, Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark

rights of the Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. **COUNTERPARTS**. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. **INTERCREDITOR AGREEMENT**. Notwithstanding anything herein to the contrary, the Lien and security interest granted to Agent, for the benefit of the Purchasers, pursuant to this Trademark Security Agreement and the exercise of any right or remedy by Agent hereunder, and the payment of any indebtedness under the Note Documents, are subject to the provisions of the First Lien/Second Lien Intercreditor Agreement, dated as of January 13, 2016 (as amended, restated, supplemented, or otherwise modified from time to time, the "*Intercreditor Agreement*"), among NBH Bank, as First Lien Agent (as defined therein), Corbel Structured Equity Partners, L.P., as Second Lien Agent (as defined therein), and the Grantors (as defined therein) from time to time party thereto and other persons party or that may become party thereto from time to time. If there is a conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement, the terms of the Intercreditor Agreement will control.

*[SIGNATURE PAGES FOLLOW]*

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTOR:**

**PERFEKT BEAUTY HOLDINGS, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: Steve Dickstein  
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005762 FRAME: 0849**

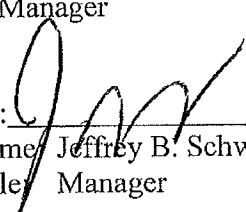
ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

**CORBEL STRUCTURED EQUITY  
PARTNERS, L.P.,**

By: Corbel Capital Advisors, LLC,  
its General Partner

By: Corbel Management, LLC  
its Manager

By:   
Name/ Jeffrey B. Schwartz  
Title/ Manager

:

[Signature Page to Trademark Security Agreement]

**TRADEMARK  
REEL: 005762 FRAME: 0850**

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Applications**

<b><u>No.</u></b>	<b><u>Mark</u></b>	<b><u>Reg. or App. No.</u></b>	<b><u>Reg. or File Date</u></b>
US-1	PER-FEKT	3383803	Filed August 1, 2007
US-2	PER-FEKT BEAUTY	4573963	Filed October 19, 2009
US-3	FLOWER LOGO	3383804	Filed August 1, 2007
US-4	SMART COLOR CORRECTOR TECHNOLOGY	4635451	Filed September 12, 2013
US-5	WHY LOOK GOOD WHEN YOU CAN LOOK PER-FEKT	3436683	Filed July 9, 2007
US-6	SMART COLOR GEL TECHNOLOGY	86411650	Filed October 1, 2014

**Trademark Licenses**

None.