

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM389384

<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>
Perfectly Posh, LLC		06/24/2016	Limited Liability Company: UTAH
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	U.S. BANK NATIONAL ASSOCIATION		
<b>Street Address:</b>	170 S. MAIN STREET		
<b>Internal Address:</b>	6TH FLOOR		
<b>City:</b>	SALT LAKE CITY		
<b>State/Country:</b>	UTAH		
<b>Postal Code:</b>	84101		
<b>Entity Type:</b>	National Banking Association: UTAH		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4452650	PERFECTLY POSH	
<b>Registration Number:</b>	4348174	PERFECTLY POSH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8015327543		
<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>	8015321500		
<b>Email:</b>	bowen@rqn.com		
<b>Correspondent Name:</b>	S. Brandon Owen		
<b>Address Line 1:</b>	36 South State Street		
<b>Address Line 2:</b>	Suite 1400		
<b>Address Line 4:</b>	Salt Lake City, UTAH 84111		
<b>NAME OF SUBMITTER:</b>	S. Brandon Owen		
<b>SIGNATURE:</b>	/S. Brandon Owen/		
<b>DATE SIGNED:</b>	06/27/2016		
<b>Total Attachments: 6</b>			
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 24, 2016, is made by PERFECTLY POSH, LLC, a Utah limited liability company ("*Grantor*"), in favor of U.S. BANK NATIONAL ASSOCIATION ("*Lender*").

WITNESSETH:

WHEREAS, pursuant to a Loan Agreement dated on or about the date hereof (as the same may be amended, restated, modified or otherwise supplemented from time to time, the "*Loan Agreement*") between Grantor and Lender, Lender, subject to the terms and conditions contained therein, has agreed to make available to Borrower a Loan in the principal amount of the Commitment,

WHEREAS, Grantor is a party to a Security Agreement dated on or about the date hereof in favor of Lender (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*Security Agreement*"), pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

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

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Loan Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due of the Obligations, hereby assigns, mortgages, pledges and hypothecates to Lender, and grants to Lender a lien on and security interest in, all of its right, title and interest in, to and under the following (the "*Trademark Collateral*");

- (a) Grantor's trademarks and application therefor, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such trademark; and
- (d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Lender pursuant to the Security Agreement, and Grantor hereby acknowledges and agrees that the rights and remedies of Lender 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.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with such trademarks subject to the security interest granted hereby.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

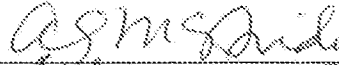
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Utah.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


GRANTOR:

PERFECTLY POSH, LLC, a Utah limited liability company

By:   
Name: Andrew G. McBride  
Title: Authorized Officer

ACCEPTED AND AGREED  
as of the date first above written:

U.S. BANK NATIONAL ASSOCIATION

By:   
Name: Mica Duvall  
Title: VP

1377989.01

**SCHEDULE 1  
TO  
TRADEMARK SECURITY AGREEMENT  
U.S. Trademarks**

<i>Mark</i>	<i>U.S. Serial No. Filing Date</i>	<i>U.S. Reg. No. Registration Date</i>	<i>Goods / Services (International Class No.)</i>
PERFECTLY POSH	Serial No. 85/980,499 September. 15, 2011	Registration No. 4,452,650 December 17, 2013	<p>Personal care products, namely, hand lotion, hand balm, hand soap, body lotion, body butter, body balm, body soap, body mist spray, face lotion, face oils, face creams, exfoliating masks, shampoos, hair conditioners, massage cream, massage balm, massage oil, bath fizzies, bath beads, bath salts, non-medicated foot cream, non-medicated foot balm, non-medicated foot lotion, non-medicated lip balm, lip tint, perfume, perfume oils, nutritional oils for cosmetic purposes, essential oils for personal use, essential oils for aromatherapy use, lip exfoliators, mineral powders for use as cosmetic makeup, mineral makeup, aromatic oils, non-medicated aromatic body mists, aromatic lotions, aromatic bath salts, non-medicated aromatic bombs for the skin and body for adding color and scent to bath water, bath milks, beauty milks, cosmetic milks for the skin and body (Int'l Class No. 3)</p> <p>Scented and perfumed air and room freshener sprays and fresheners (Int'l Class No. 5)</p> <p>Rendering technical assistance in the nature of advertising, marketing, and promotional services by developing advertising campaigns for web pages and print media, for the purpose of assisting in the establishment and operation of distributorships, person to person, wholesale and retail</p>

<i>Mark</i>	<i>U.S. Serial No. Filing Date</i>	<i>U.S. Reg. No. Registration Date</i>	<i>Goods / Services (International Class No.)</i>
			selling services in the field of personal care products  (Int'l Class No. 35)
PERFECTLY POSH	Serial No. 85/978,911 September 15, 2011	Registration No. 4,348,174 June 04, 2013	Personal care products, namely, hand lotion, hand balm, hand soap, body lotion, body butter, body balm, body soap, body mist spray, face lotion, face oils, face creams, exfoliating masks, shampoos, hair conditioners, massage cream, massage balm, massage oil, bath fizzies, bath beads, bath salts, non-medicated foot cream, non-medicated foot balm, non-medicated foot lotion, non-medicated lip balm, lip tint, perfume, perfume oils, nutritional oils for cosmetic purposes, essential oils for personal use, essential oils for aromatherapy use, lip exfoliators, mineral powders for use as cosmetic makeup, mineral makeup, aromatic oils, non-medicated aromatic body mists, aromatic lotions, aromatic bath salts, non-medicated aromatic bombs for the skin and body for adding color and scent to bath water, bath milks, beauty milks, cosmetic milks for the skin and body (Int'l Class No. 3)  Scented and perfumed air and room freshener sprays and fresheners (Int'l Class No. 5)  Massaging apparatus for personal use (Int'l Class No. 10)  Rendering technical assistance in the nature of advertising, marketing, and promotional services by developing advertising campaigns for web pages and print media, for the purpose of assisting in the

<i>Mark</i>	<i>U.S. Serial No. Filing Date</i>	<i>U.S. Reg. No. Registration Date</i>	<i>Goods / Services (International Class No.)</i>
			establishment and operation of distributorships, person to person, wholesale and retail selling services in the field of personal care products (Int'l Class No. 35)