

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM396100

<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>
PLD Acquisitions LLC		07/15/2016	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Obsidian Agency Services, Inc., as collateral agent		
<b>Street Address:</b>	2951 28th Street		
<b>Internal Address:</b>	Suite 1000		
<b>City:</b>	Santa Monica		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90405		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4919227	NICOFI	
<b>Registration Number:</b>	4514821	HIS EDGE	
<b>Registration Number:</b>	3731719	AVÉMA PHARMA SOLUTIONS	
<b>Registration Number:</b>	4514818	SENSATIONAL HAIR AND NAILS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2125935955		
<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>	212-756-2132		
<b>Email:</b>	scott.kareff@srz.com		
<b>Correspondent Name:</b>	S. Kareff c/o Schulte Roth & Zabel LLP		
<b>Address Line 1:</b>	919 Third Avenue		
<b>Address Line 2:</b>	25th Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	077341-0033		
<b>NAME OF SUBMITTER:</b>	Scott Kareff (077341-0033)		
<b>SIGNATURE:</b>	/kc for sk/		
<b>DATE SIGNED:</b>	08/23/2016		

CH \$115.00 4919227

**Total Attachments: 5**

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TRADEMARK SECURITY AGREEMENT

**Trademark Security Agreement**, dated as of July 15, 2016, by PLD Acquisitions LLC, a Delaware (formerly Florida) limited liability company (the “*Grantor*”), in favor of Obsidian Agency Services, Inc., having an address at 2951 28th Street, Suite 1000, Santa Monica, California 90405, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “*Collateral Agent*”).

WITNESSETH:

WHEREAS, the Grantor and certain of its Subsidiaries are party to a Guarantee and Collateral Agreement, dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the “GCA”), in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the GCA and used herein have the meaning given to them in the GCA.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and mortgage on all of its right, title and interest in, to and under all the following Collateral of the Grantor:

- A. all Trademarks and Trademark Licenses of the Grantor listed on Schedule I attached hereto;
- B. all goodwill associated with such Trademarks and Trademark Licenses;
- C. all Proceeds of any and all of the foregoing; and
- D. all rights to sue for past, present or future infringements thereof.

Notwithstanding anything to the contrary contained in clauses A, B, C and D above, the security interest created by this Trademark Security Agreement shall not extend to any Collateral excluded from the GCA.

SECTION 3. Guarantee and Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the GCA and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks and Trademark Licenses made and granted hereby are more fully set forth in the GCA, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the GCA, the provisions of the GCA shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the GCA, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks and Trademark Licenses under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

IN WITNESS WHEREOF, the 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.

Very truly yours,

PLD ACQUISITIONS LLC

By 

Name: Evan Singer

Title: Executive Vice President

*[Signature Page to Trademark Security Agreement]*

Accepted and Agreed:

**OBSIDIAN AGENCY SERVICES, INC.,**  
as Collateral Agent

By: 

Name: David Hollander

Title: Vice President

*Signature Page to Trademark Security Agreement*

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS, TRADEMARK APPLICATIONS**  
**AND TRADEMARK LICENSES**

**Trademark Registrations:**

<b>OWNER</b>	<b>TRADEMARK</b>	<b>REGISTRATION NUMBER</b>	<b>REGISTRATION DATE</b>
PLD Acquisitions LLC	NICOFI	4919227	March 15, 2016
PLD Acquisitions LLC	His Edge	4514821	April 15, 2014
PLD Acquisitions LLC	Avema Pharma Solutions	3731719	December 29, 2009
PLD Acquisitions LLC	Sensational Hair and Nails	4514818	April 15, 2014

**Trademark Applications: None**

**Trademark Licenses:**

License to use the INTRATAB trademark on Licensed Products (as defined in the IntraTab License Agreement (as defined below)) in the Territory (as defined in the IntraTab License Agreement).

"IntraTab License Agreement" means the Sub-License Agreement dated as of March 28, 2013 between Intratab Labs, Inc., as "Licensor" and PLD Acquisitions LLC, a Delaware (formerly Florida) limited liability company, as "Licensee", as modified by (a) First Addendum to Sub-License Agreement dated as of February 18, 2014 between Licensor and Licensee, and (b) Second Addendum to Sub-License Agreement dated as of March 28, 2013, effective as of October 30, 2015 between Licensor and Licensee (as the same may be further amended or otherwise modified from time to time).