CH \$3615.00 87830⁴

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM492318

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Interest (First Lien)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Paris Presents Incorporated		09/28/2018	Corporation: ILLINOIS
pH Beauty Labs, Inc.		09/28/2018	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Jefferies Finance LLC, as Collateral Agent
Street Address:	520 MADISON AVENUE
Internal Address:	10th Floor
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 144

Property Type	Number	Word Mark	
Serial Number:	87830415	360° ULTIMATE BLEND	
Serial Number:	87641862	#BRUSHCRUSH	
Serial Number:	87187667	#RTISTS	
Serial Number:	87826495	#RTTOOLUP	
Serial Number:	74666263	BARE FOOT	
Serial Number:	86651098	BARE FOOT	
Serial Number:	87977076	BATHLEISURE	
Serial Number:	86159964	BEAUTIFUL YOU, BEAUTIFUL WORLD	
Serial Number:	86975882	BEAUTIFUL YOU, BEAUTIFUL WORLD	
Serial Number:	85297825	BEHIND THE LOOK	
Serial Number:	86461402	BODY BENEFITS BY BODY IMAGE	
Serial Number:	74504837	BODY IMAGE	
Serial Number:	86159436	BOLD METALS	
Serial Number:	86977073	BOLD METALS	
Serial Number:	87451241	BRUSH CRUSH	
Serial Number:	87920195	BRUSH CRUSH	
Serial Number:	77538006	C.BOOTH	

TRADEMARK REEL: 006447 FRAME: 0712

900468399

Serial Number: 86168794 COMPLEXION COLLECTION Serial Number: 87824150 CUSTOM MATCH DUO Serial Number: 78206946 DAILY LUXURIES Serial Number: 86428068 DAILY LUXURIES Serial Number: 86403209 DIRECT CONNECTION MARKETING Serial Number: 87709094 ECOELITE Serial Number: 77575493 ECOFOAM Serial Number: 77575467 ECOINSIDERS Serial Number: 77744677 ECOPOUF Serial Number: 77728581 ECOPOUF Serial Number: 77305203 ECOTOOLS Serial Number: 77387621 ECOTOOLS Serial Number: 85249445 ECOTOOLS Serial Number: 86546853 ECOTOOLS Serial Number: 87240705 ECOTOOLS Serial Number: 87939683 ECOTOOLS Serial Number: 86454908 Serial Number: 864543438		
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Serial Number: 85069046 ECOTOOLS EARTH-FRIENDLY BEAUTY		
Serial Number: 86012530 ECOTOOLS LOOK BEAUTIFUL. LIVE BEAUTIFULL		
Serial Number: 85048708		
Serial Number: 85821511 ECOVENT		
Serial Number: 75815913 ESSENTIAL TOOLS		
Serial Number: 86545256 ESSENTIALTOOLS		
Serial Number: 87363866 EXPERT AIR CUSHION SPONGE		
Serial Number: 87029983 FAUXBLEU		
Serial Number: 86951735 FLEXFINISH		
Serial Number: 86645789 FEELING LEGENDARY		
Serial Number: 75230663 FREEMAN		
Serial Number: 86302919 FREEMAN		
Serial Number: 87430760 FREEMAN		

Serial Number: 86904357 FREEMAN BEAUTY INFUSION Serial Number: 86644776 FREEMAN FEELING BEAUTIFUL Serial Number: 86645788 FREEMAN FEELING LEGENDARY Serial Number: 77876835 GREAT MAKEUP STARTS WITH A GREAT BRUSH Serial Number: 87363802 INSTAPOP Serial Number: 87678761 K-TOOLS Serial Number: 86098382 LIVE, LAUGH, LATHER Serial Number: 86413499 LIVE LAUGH LATHER Serial Number: 87634523 LOCKER CANDY Serial Number: 87710298 MAKE LIFE HAPPEN Serial Number: 87374152 MASKMATES Serial Number: 87271480 MEET THE MIRACLES Serial Number: 87402830 MIRACLE 360 SPONGE Serial Number: 87446324 MIRACLE BEAUTY BALL Serial Number: 87415882 MIRACLE BLOTTING CUSHIONS	Word Mark	Number	Property Type
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	MIRACLE 360 SPONGE	87402830	Serial Number:
Serial Number: 87415882 MIRACLE BLOTTING CUSHIONS	MIRACLE BEAUTY BALL	87446324	Serial Number:
	MIRACLE BLOTTING CUSHIONS	87415882	Serial Number:
Serial Number: 87363851 MIRACLE CLEANSING SPONGE	MIRACLE CLEANSING SPONGE	87363851	Serial Number:
Serial Number: 87363256 MIRACLE CLING	MIRACLE CLING	87363256	Serial Number:
Serial Number: 87186022 MIRACLE CLING TECHNOLOGY	MIRACLE CLING TECHNOLOGY	87186022	Serial Number:
Serial Number: 87235723 MIRACLE COMPLEXION SPONGE	MIRACLE COMPLEXION SPONGE	87235723	Serial Number:
Serial Number: 87363883 MIRACLE CONTOUR WEDGES	MIRACLE CONTOUR WEDGES	87363883	Serial Number:
Serial Number: 87491285 MIRACLE DIAMOND SPONGE	MIRACLE DIAMOND SPONGE	87491285	Serial Number:
Serial Number: 87363873 MIRACLE FINISH SPONGE	 MIRACLE FINISH SPONGE	87363873	Serial Number:
Serial Number: 87363828 MIRACLE MINI ERASER SPONGES	MIRACLE MINI ERASER SPONGES	87363828	Serial Number:
Serial Number: 87363838 MIRACLE SCULPTING SPONGE	MIRACLE SCULPTING SPONGE	87363838	Serial Number:
Serial Number: 73365033 MON IMAGE	 MON IMAGE	73365033	Serial Number:
Serial Number: 73627195 MON IMAGE	MON IMAGE	73627195	Serial Number:
Serial Number: 75778229 MON IMAGE	MON IMAGE	75778229	Serial Number:
Serial Number: 78976333 MS. MAKEUP	 MS. MAKEUP	78976333	Serial Number:
Serial Number: 76343760 MS. MANICURE	 MS. MANICURE	76343760	Serial Number:
Serial Number: 76343596 MS. PEDICURE	MS. PEDICURE	76343596	Serial Number:
Serial Number: 87025208 MULTITECH	MULTITECH	87025208	Serial Number:
Serial Number: 87374127 MY LITTLE BATH BUDS	MY LITTLE BATH BUDS	87374127	Serial Number:
Serial Number: 85249380 NONSTOP MOISTURE		85249380	Serial Number:
Serial Number: 76372172 (PH) BEAUTY LABS	 (PH) BEAUTY LABS	76372172	Serial Number:
Serial Number: 87591790 PERFECTING CUSHION BLENDER	 PERFECTING CUSHION BLENDER	87591790	Serial Number:
Serial Number: 87265536 POWDERBLEU			
Serial Number: 86186918 PSSSST!	PSSSST!	86186918	Serial Number:

Property Type	Number	Word Mark
Serial Number:	78407473	PSSSST!
Serial Number:	72272356	PSSSSST
Serial Number:	86585899	PURE COMPLEXION
Serial Number:	86176092	PURE COMPLEXION FACIAL SPONGE
Serial Number:	78330406	RAZZ
Serial Number:	87129437	RAZZ
Serial Number:	78330399	RAZZ
Serial Number:	87151247	RAZZ
Serial Number:	87177063	RAZZ TUB TIME FUN
Serial Number:	87177074	RAZZ TUB TIME FUN!
Serial Number:	78728778	RAZZABLES
Serial Number:	85975464	REAL TECHNIQUES
Serial Number:	86588026	REAL TECHNIQUES
Serial Number:	85983748	REAL TECHNIQUES
Serial Number:	85945178	REAL TECHNIQUES
Serial Number:	86081227	REAL TECHNIQUES
Serial Number:	86413365	REAL TECHNIQUES
Serial Number:	86873186	REAL TECHNIQUES
Serial Number:	86944349	REAL TECHNIQUES
Serial Number:	87826478	REAL TECHNIQUES
Serial Number:	87237795	
Serial Number:	87837481	REBEL EDGE
Serial Number:	87874306	REFRESH IN 5
Serial Number:	86400597	RT
Serial Number:	86979708	RT
Serial Number:	87830384	RT
Serial Number:	87939619	RT
Serial Number:	87187673	RTIST
Serial Number:	87826521	RTTOOLUP
Serial Number:	87374180	RUN SWEAT CLEAN
Serial Number:	87841824	SET YOUR MAKEUP FREE
Serial Number:	87374224	SPIN SWEAT CLEAN
Serial Number:	87396527	START THE DAY BEAUTIFULLY
Serial Number:	87873164	STICK & DRY
Serial Number:	87873152	STICK & STORE
Serial Number:	75181775	STUDIO BASICS
Serial Number:	87374199	SWIM SWEAT CLEAN
Serial Number:	78144045	THE BATHERY

Property Type	Number	Word Mark
Serial Number:	87360275	TRI-FECTING WEDGE
Serial Number:	86625661	ULTRAPLUSH
Serial Number:	86629949	USED BY THE PROS PERFECTED BY YOU
Serial Number:	87492437	VANITY CANDY
Serial Number:	75583025	VITA-K SOLUTION
Serial Number:	87349032	WONDER COLOR
Serial Number:	87348944	WONDER COVER
Serial Number:	87358051	WONDER IMPACT
Serial Number:	85976246	YOUR CONNECTION TO BEAUTY INSPIRATION
Serial Number:	87375189	BATHLEISURE
Serial Number:	88075963	COVERED & UNCOVERED
Serial Number:	87833961	FREEMAN INFUSIONS
Serial Number:	74478120	FREEMAN BEAUTIFUL SKIN

CORRESPONDENCE DATA

Fax Number: 6502515002

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.

Phone: (650) 251-5123
Email: jmull@stblaw.com
Correspondent Name: Marissa Lambert
Address Line 1: 2475 Hanover Street

Address Line 4: Palo Alto, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER:	047780/0035
NAME OF SUBMITTER:	J. Jason Mull
SIGNATURE:	/J. Jason Mull/
DATE SIGNED:	10/02/2018

Total Attachments: 15

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this "IP Security Agreement"), dated as of September 28, 2018, is among the Persons listed on the signature pages hereof (collectively, the "Grantors") and Jefferies Finance LLC, as collateral agent (the "Collateral Agent") for the ratable benefit of the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, pH Beauty Holdings III, Inc., a Delaware corporation (the "Borrower"), has entered into the First Lien Credit Agreement, dated as of September 28, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with pH Beauty Holdings II, Inc., a Delaware corporation, each Lender from time to time party thereto, and Jefferies Finance LLC, as Administrative Agent and as Collateral Agent.

WHEREAS, as a condition precedent to the making of the Loans and the making of L/C Credit Extensions by the Lenders and the L/C Issuers under the Credit Agreement, the entry into Secured Hedge Agreements by the Hedge Banks from time to time and the entry into Secured Cash Management Agreements by the Cash Management Banks from time to time, each Grantor has executed and delivered that certain First Lien Security Agreement dated as of September 28, 2018 among the Grantors from time to time party thereto and the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof, the "Security Agreement"). Terms defined in the Credit Agreement or the Security Agreement, as applicable.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office and any other appropriate governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. <u>Grant of Security</u>. Each Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in and to the following (the "*Collateral*"):

- (i) all Trademarks, service marks, domain names, trade dress, logos, designs, slogans, trade names, business names, corporate names and other source identifiers, whether registered or unregistered, together, in each case, with the goodwill of the business connected with the use thereof and symbolized thereby, including, without limitation, the Trademark and service mark registrations and applications set forth in <u>Schedule A</u> hereto (<u>provided</u> that no security interest shall be granted in United States intent-to-use Trademark applications, prior to the filing and acceptance of a "Statement of Use" or an "Amendment to Allege Use" with respect thereto, solely to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark applications or any registrations that issue therefrom under applicable federal law);
 - (ii) all registrations and applications for registration for any of the foregoing;

- (iii) all agreements, permits, consents, orders and franchises relating to the license, development, use or disclosure of any of the foregoing to which such Grantor, now or hereafter, is a party or a beneficiary;
- (iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;
- (v) any and all claims for damages, other payments and/or injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages, payments or other relief; and
- (vi) any and all Proceeds of, collateral for, income, royalties and other payments now or hereafter due and/or payable with respect to, and supporting obligations relating to, any and all of the foregoing, and, to the extent not otherwise included, all payments under insurance (whether or not the Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage or otherwise with respect to any of the foregoing.

provided that, notwithstanding anything to the contrary contained in the foregoing clauses (i) through (viii), the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any lease, license or other agreement to the extent that a grant of a security interest therein would violate or invalidate such lease, license or agreement, or create a right of termination in favor of any other party thereto (other than any Grantor or any Subsidiary of any Grantor), in each case to the extent not rendered unenforceable pursuant to the applicable provisions of the Uniform Commercial Code or other applicable law and so long as the applicable provision giving rise to such violation or invalidity or such right of termination was not incurred in anticipation of the entering into of the Credit Agreement; provided, further, that (x) the Collateral includes Proceeds and receivables of any property excluded under this provision, the assignment of which is expressly deemed effective under the Uniform Commercial Code notwithstanding such prohibition and (y) such excluded lease, license or other agreement shall otherwise be subject to the security interest created by the Security Agreement upon receiving any necessary approvals or waivers permitting the assignment thereof.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment and performance of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents (as such Loan Documents may be amended, amended and restated, supplemented, replaced, refinanced, re-tranched, extended, increased or otherwise modified from time to time (including any extensions of maturity dates and increases of the principal amount outstanding thereunder)), including, without limitation, any extensions, increases, modifications, substitutions, amendments, refinancings, refundings, replacements or renewals of any or all of the foregoing Obligations (whether or not such action is committed, contemplated or provided for by the Loan Documents on the date hereof), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, fees, premiums, penalties, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. <u>Recordation</u>. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. <u>Grants, Rights and Remedies</u>. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this IP Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 5. Execution in Counterparts. This IP Security Agreement may be executed in any number of 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. Delivery of an executed counterpart of a signature page to this IP Security Agreement by telecopier or other electronic method shall be effective as delivery of an original executed counterpart of this IP Security Agreement.

SECTION 6. Notices, Etc. All notices and other communications provided for hereunder shall be in writing (including telegraphic, telecopy or telex communication or facsimile transmission) and mailed, telegraphed, telecopied, telexed, faxed or delivered, if to any Grantor, addressed to it in care of the Borrower at the Borrower's address specified in Section 10.02 of the Credit Agreement, or if to the Collateral Agent, to its address specified in Section 10.02 of the Credit Agreement. All such notices and other communications shall be deemed to be given or made at such time as shall be set forth in Section 10.02 of the Credit Agreement. Delivery by telecopier of an executed counterpart of any amendment or waiver of any provision of this IP Security Agreement or Schedule hereto shall be effective as delivery of an original executed counterpart thereof.

SECTION 7. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

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PARIS PRESENTS INCORPORATED

By:

Name: Patrick Ø'Brien

Title: Chief Executive Officer

[Signature Page to First Lien IP Security Agreement]

PH BEAUTY-LABS, INC.

Вy:

Name: Douglas Richcreek Title: Chief Financial Officer

[Signature Page to First Lien IP Security Agreement]

JEFFERIES FINANCE LLC, as Collateral Agent

Ву: _

Name:

Title:

Brian Buoye

Managing Director

[Signature Page to First Lien Security Agreement]

Schedule A
United States Trademark and Trademark Applications

Grantor	Mark	App. No.	Reg. No.
Paris Presents Incorporated	360° ULTIMATE BLEND	87830415	
Paris Presents Incorporated	#BRUSHCRUSH	87641862	
Paris Presents Incorporated	#RTISTS	87187667	
Paris Presents Incorporated	#RTTOOLUP	87826495	
pH Beauty Labs, Inc.	BARE FOOT	74666263	1983825
pH Beauty Labs, Inc.	BARE FOOT	86651098	4881388
Paris Presents Incorporated	BATHLEISURE	87977076	5460845
Paris Presents Incorporated	BEAUTIFUL YOU, BEAUTIFUL WORLD	86/159,964	5,134,023
Paris Presents Incorporated	BEAUTIFUL YOU, BEAUTIFUL WORLD	86/975,882	4,697,340
Paris Presents Incorporated	BEHIND THE LOOK	85297825	4028965
Paris Presents Incorporated	BODY BENEFITS BY BODY IMAGE	86461402	4793668
Paris Presents Incorporated	BODY IMAGE	74504837	2004712
Paris Presents Incorporated	BOLD METALS	86/159,436	5261412
Paris Presents Incorporated	BOLD METALS	86977073	4824007
Paris Presents Incorporated	BRUSH CRUSH	87451241	5548413

Grantor	Mark	App. No.	Reg. No.
Paris Presents Incorporated	BRUSH CRUSH	87920195	5548413
pH Beauty Labs, Inc.	С.ВООТН	77538006	3995536
Paris Presents Incorporated	COMPLEXION COLLECTION	86168794	4618949
Paris Presents Incorporated	CUSTOM MATCH DUO	87824150	
Paris Presents Incorporated	DAILY LUXURIES	78206946	2791451
Paris Presents Incorporated	DAILY LUXURIES	86428068	4731558
Paris Presents Incorporated	DIRECT CONNECTION MARKETING	86403209	5498058
Paris Presents Incorporated	E & Design	86975374	4736823
Paris Presents Incorporated	ECOELITE	87709094	
Paris Presents Incorporated	ECOFOAM	77575493	3735018
Paris Presents Incorporated	ECOINSIDERS	77575467	3732446
Paris Presents Incorporated	ECOPOUF	77744677	3769210
Paris Presents Incorporated	ECOPUMICE	77728581	3832783
Paris Presents Incorporated	ECOTOOLS	77227931	3528526
Paris Presents Incorporated	ECOTOOLS	77305203	3778557
Paris Presents Incorporated	ECOTOOLS	77387621	3729090

Grantor	Mark	App. No.	Reg. No.
Paris Presents Incorporated	ECOTOOLS	85249445	4250646
Paris Presents Incorporated	ECOTOOLS	85965554	4577266
Paris Presents Incorporated	ECOTOOLS	86546853	4961335
Paris Presents Incorporated	ECOTOOLS	87240705	5278150
Paris Presents Incorporated	ECOTOOLS	87939683	
Paris Presents Incorporated	[Design only]	86454908	4735372
Paris Presents Incorporated	[Design only]	86453438	4735371
Paris Presents Incorporated	ECOTOOLS BEAUTIFUL YOU, BEAUTIFUL WORLD & Design	86447125	5233002
Paris Presents Incorporated	ECOTOOLS BEAUTIFUL YOU, BEAUTIFUL WORLD & Design	86980066	5068723
Paris Presents Incorporated	ECOTOOLS EARTH- FRIENDLY BEAUTY	77660363	4621339
Paris Presents Incorporated	ECOTOOLS EARTH- FRIENDLY BEAUTY	77983354	4218255
Paris Presents Incorporated	ECOTOOLS EARTH- FRIENDLY BEAUTY & Design	85069046	3964956
Paris Presents Incorporated	ECOTOOLS LOOK BEAUTIFUL. LIVE BEAUTIFULLY.	86012530	4672562
Paris Presents Incorporated	[Design only]	85048708	4192626
Paris Presents Incorporated	ECOVENT	85821511	4507317

Grantor	Mark	App. No.	Reg. No.
Paris Presents Incorporated	ESSENTIAL TOOLS	75815913	2428967
Paris Presents Incorporated	ESSENTIAL TOOLS	86545256	5301934
Paris Presents Incorporated	EXPERT AIR CUSHION SPONGE	87363866	5498854
Paris Presents Incorporated	FAUXBLEU	87029983	5312546
Paris Presents Incorporated	FLEXFINISH	86951735	
pH Beauty Labs, Inc.	FEELING LEGENDARY	86645789	5138232
pH Beauty Labs, Inc.	FREEMAN & Design	75230663	2197110
pH Beauty Labs, Inc.	FREEMAN & Design	86302919	5059953
pH Beauty Labs, Inc.	FREEMAN	87430760	5340204
pH Beauty Labs, Inc.	FREEMAN BEAUTY INFUSION	86904357	5076817
pH Beauty Labs, Inc.	FREEMAN FEELING BEAUTIFUL & Design	86644776	4996161
pH Beauty Labs, Inc.	FREEMAN FEELING LEGENDARY	86645788	5138231
Paris Presents Incorporated	GREAT MAKEUP STARTS WITH A GREAT BRUSH	77876835	3929699
Paris Presents Incorporated	INSTAPOP	87363802	5434587
Paris Presents Incorporated	K-TOOLS	87678761	
Paris Presents Incorporated	K-TOOLS BY ECOTOOLS	87678715	
Paris Presents Incorporated	LIVE, LAUGH, LATHER	86098382	4804654

Grantor	Mark	App. No.	Reg. No.
Grantor	viair.	App. 110.	1xeg. 110.
Paris Presents	LIVE LAUGH LATHER	86413499	4731523
Incorporated	LIVE EAGGII EATHER	00413477	7731323
Paris Presents	LOCKER CANDY	87634523	
Incorporated	EOCKER CARD I	07034323	
Paris Presents	MAKE LIFE HAPPEN	87710298	
Incorporated	WAKE EII E HATTEN	07710270	
Paris Presents	MASKMATES	87374152	
Incorporated		3,2,1122	
Paris Presents	MEET THE MIRACLES	87271480	5228204
Incorporated			
Paris Presents	MIRACLE 360 SPONGE	87402830	5487795
Incorporated	WHATCHE 500 STOTOL	07402030	3401173
Paris Presents	MIRACLE BEAUTY BALL	87446324	
Incorporated	WIRACLE BLACTT BALL	07440324	
Paris Presents	MIRACLE BLOTTING	87415882	5335064
Incorporated	CUSHIONS	07113002	3333001
Paris Presents	MIRACLE CLEANSING	87363851	5322139
Incorporated	SPONGE	87303631	3322139
Paris Presents	MIRACLE CLING	87363256	5498851
Incorporated		3,00020	0 13 000 1
Paris Presents	MIRACLE CLING	87186022	5371133
Incorporated	TECHNOLOGY	07100022	3371133
Paris Presents	MIRACLE COMPLEXION	87235723	5264084
Incorporated	SPONGE	07233723	3201001
Paris Presents	MIRACLE CONTOUR	87363883	
Incorporated	WEDGES	07303003	
Paris Presents	MIRACLE DIAMOND	87491285	5390437
Incorporated	SPONGE	37.131200	
Paris Presents	MIRACLE FINISH SPONGE	87363873	
Incorporated		2.2303.0	
Paris Presents	MIRACLE MINI ERASER	87363828	5322135
Incorporated	SPONGES	3.23232	
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Grantor	Mark	App. No.	Reg. No.
Paris Presents Incorporated	MIRACLE SCULPTING SPONGE	87363838	5322136
Paris Presents Incorporated	MON IMAGE	73365033	1281609
Paris Presents Incorporated	MON IMAGE	73627195	1501938
Paris Presents Incorporated	MON IMAGE & Design	75778229	2454032
Paris Presents Incorporated	MS. MAKEUP	78976333	3002977
Paris Presents Incorporated	MS. MANICURE	76343760	2780306
Paris Presents Incorporated	MS. PEDICURE & Design	76343596	2782709
Paris Presents Incorporated	MULTITECH	87025208	5247499
Paris Presents Incorporated	MY LITTLE BATH BUDS	87374127	
Paris Presents Incorporated	NONSTOP MOISTURE	85249380	4155122
pH Beauty Labs, Inc.	(PH) BEAUTY LABS	76372172	2948725
Paris Presents Incorporated	PERFECTING CUSHION BLENDER	87591790	
Paris Presents Incorporated	POWDERBLEU	87265536	5382125
pH Beauty Labs, Inc.	PSSSST!	86186918	4597182
pH Beauty Labs, Inc.	PSSSSST!	78407473	3083623
pH Beauty Labs, Inc.	PSSSSSST	72272356	0852910
Paris Presents Incorporated	PURE COMPLEXION	86585899	5082960

Grantor	Mark	App. No.	Reg. No.
Paris Presents Incorporated	PURE COMPLEXION FACIAL SPONGE	86176092	4584501
Paris Presents Incorporated	RAZZ	78330406	3136514
Paris Presents Incorporated	RAZZ	87129437	5160811
Paris Presents Incorporated	RAZZ & Design	78330399	3136513
Paris Presents Incorporated	RAZZ & Design	87151247	5308017
Paris Presents Incorporated	RAZZ TUB TIME FUN	87177063	5308095
Paris Presents Incorporated	RAZZ TUB TIME FUN & Design	87177074	5308096
Paris Presents Incorporated	RAZZABLES	78728778	3291872
Paris Presents Incorporated	REAL TECHNIQUES	85975464	4017264
Paris Presents Incorporated	REAL TECHNIQUES	86588026	5151777
Paris Presents Incorporated	REAL TECHNIQUES	85983748	4813372
Paris Presents Incorporated	REAL TECHNIQUES	85945178	4593988
Paris Presents Incorporated	REAL TECHNIQUES	86081227	4769454
Paris Presents Incorporated	REAL TECHNIQUES	86413365	4864287
Paris Presents Incorporated	REAL TECHNIQUES	86873186	5307292
Paris Presents Incorporated	REAL TECHNIQUES	86944349	5282087

Grantor	Mark	App. No.	Reg. No.
Paris Presents			
Incorporated	REAL TECHNIQUES	87826478	
Paris Presents Incorporated	[Design only]	87237795	5372812
Paris Presents Incorporated	REBEL EDGE	87837481	
Paris Presents Incorporated	REFRESH IN 5	87874306	
Paris Presents Incorporated	RT & Design	86400597	5060048
Paris Presents Incorporated	RT & Design	86979708	5028693
Paris Presents Incorporated	RT & Design	87830384	
Paris Presents Incorporated	RT & Design	87939619	
Paris Presents Incorporated	RTISTS	87187673	
Paris Presents Incorporated	RTTOOLUP	87826521	
Paris Presents Incorporated	RUN SWEAT CLEAN	87374180	
Paris Presents Incorporated	SET YOUR MAKEUP FREE	87841824	
Paris Presents Incorporated	SPIN SWEAT CLEAN	87374224	
Paris Presents Incorporated	START THE DAY BEAUTIFULLY	87396527	5487753
Paris Presents Incorporated	STICK & DRY	87873164	
Paris Presents Incorporated	STICK & STORE	87873152	

Grantor	Mark	App. No.	Reg. No.
Paris Presents Incorporated	STUDIO BASICS	75181775	2191333
Paris Presents Incorporated	SWIM SWEAT CLEAN	87374199	
Paris Presents Incorporated	THE BATHERY	78144045	2805826
Paris Presents Incorporated	TRI-FECTING WEDGE	87360275	
Paris Presents Incorporated	ULTRAPLUSH	86625661	4961501
Paris Presents Incorporated	USED BY THE PROS, PERFECTED BY YOU	86629949	5092089
Paris Presents Incorporated	VANITY CANDY	87492437	
pH Beauty Labs, Inc.	VITA-K SOLUTION	75583025	2318576
Paris Presents Incorporated	WONDER COLOR	87349032	5498813
Paris Presents Incorporated	WONDER COVER	87348944	5444636
Paris Presents Incorporated	WONDER IMPACT	87358051	5439510
Paris Presents Incorporated	YOUR CONNECTION TO BEAUTY INSPIRATION	85976246	4137056
Paris Presents Incorporated	BATHLEISURE	87375189	
Paris Presents Incorporated	COVERED & UNCOVERED	88075963	
pH Beauty Labs, Inc.	FREEMAN INFUSIONS	87833961	
pH Beauty Labs, Inc.	FREEMAN BEAUTIFUL SKIN	74478120	1872177