

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM498127

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
WELLS FARGO CAPITAL FINANCE, LLC		11/13/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CEI HOLDINGS INC.		
<b>Street Address:</b>	2182 Highway 35		
<b>City:</b>	Holmdel		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07733		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>Name:</b>	COSMETIC ESSENCE, LLC		
<b>Street Address:</b>	2182 Highway 35		
<b>City:</b>	Holmdel		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07733		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>Name:</b>	CEI - ROANOKE, LLC		
<b>Street Address:</b>	2182 Highway 35		
<b>City:</b>	Holmdel		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07733		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>Name:</b>	CEI-DOUGLASVILLE, INC.		
<b>Street Address:</b>	2182 Highway 35		
<b>City:</b>	Holmdel		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07733		
<b>Entity Type:</b>	Corporation: PENNSYLVANIA		
<b>Name:</b>	CEI COSMETIC GROUP, L.L.C.		
<b>Street Address:</b>	2182 Highway 35		
<b>City:</b>	Holmdel		
<b>TRADEMARK</b>			

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<b>State/Country:</b>	NEW JERSEY
<b>Postal Code:</b>	07733
<b>Entity Type:</b>	Limited Liability Company: NEW JERSEY
<b>Name:</b>	CEI-KIDS, LLC
<b>Street Address:</b>	2182 Highway 35
<b>City:</b>	Holmdel
<b>State/Country:</b>	NEW JERSEY
<b>Postal Code:</b>	07733
<b>Entity Type:</b>	Limited Liability Company: NEW JERSEY
<b>Name:</b>	AMC BEAUTY, LLC
<b>Street Address:</b>	2182 Highway 35
<b>City:</b>	Holmdel
<b>State/Country:</b>	NEW JERSEY
<b>Postal Code:</b>	07733
<b>Entity Type:</b>	Limited Liability Company: NEW JERSEY

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
<b>Registration Number:</b>	2668478	COSMETIC ESSENCE, INC.
<b>Registration Number:</b>	2692969	CEI
<b>Registration Number:</b>	2690649	COSMETIC ESSENCE
<b>Registration Number:</b>	3060946	COCONUT TWIST
<b>Serial Number:</b>	77701085	GLAMOURGANIC
<b>Registration Number:</b>	1835928	KID CARE

**CORRESPONDENCE DATA**

**Fax Number:** 2125935955  
*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:** (212) 756-2132  
**Email:** scott.kareff@srz.com  
**Correspondent Name:** Scott Kareff  
**Address Line 1:** Schulte Roth & Zabel LLP, 919 Third Ave  
**Address Line 4:** New York, NEW YORK 10022

<b>ATTORNEY DOCKET NUMBER:</b>	059182.0082
<b>NAME OF SUBMITTER:</b>	Scott Kareff
<b>SIGNATURE:</b>	/RS for SK/
<b>DATE SIGNED:</b>	11/14/2018

**Total Attachments: 5**

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**TERMINATION AND RELEASE  
OF  
SECURITY INTEREST  
IN TRADEMARKS**

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (the "Termination and Release") dated as of November 13, 2018 from **WELLS FARGO CAPITAL FINANCE, LLC**, a Delaware limited liability company ("WFCF"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and permitted assigns in such capacity, "Agent"), to Grantors listed on the Schedule I hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor").

WITNESSETH:

WHEREAS, pursuant to that certain Trademark Security Agreement dated July 27, 2012 in favor of the Agent, for the benefit of the Lender Group and the Bank Product Providers (as amended, amended and restated, restated, supplemented, modified or otherwise in effect from time to time prior to the date hereof, the "Trademark Agreement"), a security interest (the "Security Interest") was granted by the Grantors to the Agent in the Trademark Collateral, including Trademarks identified on Exhibit A attached hereto (as hereinafter defined);

WHEREAS, the Trademark Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office (the "USPTO") on October 8, 2012 at Reel 4876, Frame 0091; and at Reel 4876, Frame 0081;

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby agrees and acknowledges as follows:

1. Definitions. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Termination and Release shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

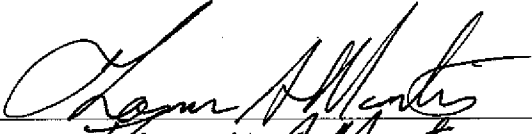
2. Release of Security Interest. The Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, including the Trademarks identified on Exhibit A attached hereto and made a part hereof, and assigns to the Grantors, without recourse, all of the Agent's right, title and interest in the Trademarks, and any right, title or interest of the Agent in such Trademark shall hereby cease and be void. Agent understands and agrees that this Agreement may be recorded by or for the Grantors with the USPTO or any similar office or agency.

3. Further Assurances. Upon request by the Grantors, the Agent hereby agrees to duly execute, acknowledge and deliver any further documents and to do such other acts as may be reasonably necessary to effect the termination and release of the Security Interest contemplated hereby.

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IN WITNESS WHEREOF, the undersigned has executed this Agreement by its duly authorized officer as of the date first above written.

**WELLS FARGO CAPITAL FINANCE, LLC**, a  
Delaware limited liability company, as Agent

By:   
Name: Thomas A. Marley  
Title: Vice President

**SCHEDULE I**

**CEI HOLDINGS INC.**, a Delaware corporation

**COSMETIC ESSENCE, LLC**, a Delaware limited liability company

**CEI - ROANOKE, LLC**, a Delaware limited liability company

**CEI-DOUGLASVILLE, INC.**, a Pennsylvania corporation

**CEI COSMETIC GROUP, L.L.C.**, a New Jersey limited liability company

**CEI-KIDS, LLC**, a New Jersey limited liability company

**AMC BEAUTY, LLC**, a New Jersey limited liability company

**EXHIBIT A**  
**TRADEMARKS**

**COSMETIC ESSENCE, LLC**

**UNITED STATES TRADEMARKS:**

Registrations:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
Cosmetic Essence, LLC	Reg. #2,668,478	Cosmetic Essence, Inc.
Cosmetic Essence, LLC	Reg. #2,692,969	C.E.I.
Cosmetic Essence, LLC	Reg. #2,690,649	Cosmetic Essence, Inc.
Cosmetic Essence, LLC	Reg. #3,060,946	Coconut Twist
Cosmetic Essence, LLC	Ser. #77/701085	Glamourganic

Applications: None.

**OTHER TRADEMARKS:**

Registrations:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>COUNTRY/STATE</u>	<u>TRADEMARK</u>
Cosmetic Essence, LLC	#92429890	France	Kid Care
Cosmetic Essence, LLC	#648727	Italy	Kid Care
Cosmetic Essence, LLC	#92/5504	South Africa	Kid Care

Applications: None.

Trade Names:

Cosmetic Essence, LLC trades under the names "CEI Packaging", "MHP", "MHI, Inc. Division", "MHI Division", and "CEI Distributors".

**CEI-KIDS, LLC**

**UNITED STATES TRADEMARKS:**

Registrations:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
CEI-Kids, LLC	Reg. #1835928	Kid Care (stylized)

**OTHER TRADEMARKS:**

Registrations:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>COUNTRY/STATE</u>	<u>TRADEMARK</u>
CEI-Kids, LLC	TMA592377	Canada	Sport for Kids
CEI-Kids, LLC	#1493311	Argentina	Kid Care
CEI-Kids, LLC	#519906	Benelux	Kid Care
CEI-Kids, LLC	#TMA508141	Canada	Kid Care
CEI-Kids, LLC	#110520	Greece	Kid Care
CEI-Kids, LLC	#1713720	Spain	Kid Care

Trade Names:

CEI-Kids, LLC uses the name "Kid Care."