

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM492320

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Interest (Second 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

CH \$3615.00 87830415

Property Type	Number	Word Mark
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:	86975374	E
Serial Number:	87709094	ECOELITE
Serial Number:	77575493	ECOFOAM
Serial Number:	77575467	ECOINSIDERS
Serial Number:	77744677	ECOPOUF
Serial Number:	77728581	ECOPUMICE
Serial Number:	77227931	ECOTOOLS
Serial Number:	77305203	ECOTOOLS
Serial Number:	77387621	ECOTOOLS
Serial Number:	85249445	ECOTOOLS
Serial Number:	85965554	ECOTOOLS
Serial Number:	86546853	ECOTOOLS
Serial Number:	87240705	ECOTOOLS
Serial Number:	87939683	ECOTOOLS
Serial Number:	86454908	
Serial Number:	86453438	
Serial Number:	86447125	ECOTOOLS BEAUTIFUL YOU, BEAUTIFUL WORLD
Serial Number:	86980066	ECOTOOLS BEAUTIFUL YOU, BEAUTIFUL WORLD
Serial Number:	77660363	ECOTOOLS EARTH-FRIENDLY BEAUTY
Serial Number:	77983354	ECOTOOLS EARTH-FRIENDLY BEAUTY
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

Property Type	Number	Word Mark
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:	87678715	K-TOOLS BY ECOTOOLS
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
Serial Number:	87363851	MIRACLE CLEANSING SPONGE
Serial Number:	87363256	MIRACLE CLING
Serial Number:	87186022	MIRACLE CLING TECHNOLOGY
Serial Number:	87235723	MIRACLE COMPLEXION SPONGE
Serial Number:	87363883	MIRACLE CONTOUR WEDGES
Serial Number:	87491285	MIRACLE DIAMOND SPONGE
Serial Number:	87363873	MIRACLE FINISH SPONGE
Serial Number:	87363828	MIRACLE MINI ERASER SPONGES
Serial Number:	87363838	MIRACLE SCULPTING SPONGE
Serial Number:	73365033	MON IMAGE
Serial Number:	73627195	MON IMAGE
Serial Number:	75778229	MON IMAGE
Serial Number:	78976333	MS. MAKEUP
Serial Number:	76343760	MS. MANICURE
Serial Number:	76343596	MS. PEDICURE
Serial Number:	87025208	MULTITECH
Serial Number:	87374127	MY LITTLE BATH BUDS
Serial Number:	85249380	NONSTOP MOISTURE
Serial Number:	76372172	(PH) BEAUTY LABS
Serial Number:	87591790	PERFECTING CUSHION BLENDER
Serial Number:	87265536	POWDERBLEU
Serial Number:	86186918	PSSSST!

Property Type	Number	Word Mark
Serial Number:	78407473	PSSSSST!
Serial Number:	72272356	PSSSSSST
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: jnull@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 SECOND 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 Second 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 by the Lenders under the Credit Agreement, each Grantor has executed and delivered that certain Second 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 and not otherwise defined herein are used herein as 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. Grant of Security. 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 Schedule A hereto (provided 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. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Grants, Rights and Remedies. 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, teletype 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.

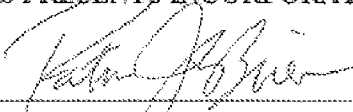
SECTION 7. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 8. Intercreditor Agreement. Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Collateral Agent on behalf of the Secured Parties pursuant to this IP Security Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the Senior Priority Secured Parties (as defined in the Closing Date Intercreditor Agreement), including liens and security interests granted to Jeffries Finance LLC, as collateral agent, pursuant or in connection with the First Lien Credit Agreement and (ii) the exercise of any right or remedy by the Collateral Agent or any other secured party hereunder is subject to the limitations and provisions contained in the Closing Date Intercreditor Agreement. In the event of any conflict between the provisions of any Intercreditor Agreement and the provisions of this agreement, the provisions of such Intercreditor Agreement shall control.

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PARIS PRESENTS INCORPORATED

By:



Name: Patrick O'Brien

Title: Chief Executive Officer

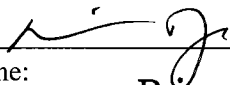
TRADEMARK

REEL: 006486 FRAME: 0389

PH BEAUTY LABS, INC.

By: 
Name: Douglas Richcreek
Title: Chief Financial Officer

JEFFERIES FINANCE LLC, as Collateral Agent

By: 
Name: **Brian Buoye**
Title: **Managing Director**

[Signature Page to Second Lien Security Agreement]

TRADEMARK
REEL: 006486 FRAME: 0391

Schedule AUnited 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.	C.BOOTH	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.
Paris Presents Incorporated	LIVE LAUGH LATHER	86413499	4731523
Paris Presents Incorporated	LOCKER CANDY	87634523	
Paris Presents Incorporated	MAKE LIFE HAPPEN	87710298	
Paris Presents Incorporated	MASKMATES	87374152	
Paris Presents Incorporated	MEET THE MIRACLES	87271480	5228204
Paris Presents Incorporated	MIRACLE 360 SPONGE	87402830	5487795
Paris Presents Incorporated	MIRACLE BEAUTY BALL	87446324	
Paris Presents Incorporated	MIRACLE BLOTTING CUSHIONS	87415882	5335064
Paris Presents Incorporated	MIRACLE CLEANSING SPONGE	87363851	5322139
Paris Presents Incorporated	MIRACLE CLING	87363256	5498851
Paris Presents Incorporated	MIRACLE CLING TECHNOLOGY	87186022	5371133
Paris Presents Incorporated	MIRACLE COMPLEXION SPONGE	87235723	5264084
Paris Presents Incorporated	MIRACLE CONTOUR WEDGES	87363883	
Paris Presents Incorporated	MIRACLE DIAMOND SPONGE	87491285	5390437
Paris Presents Incorporated	MIRACLE FINISH SPONGE	87363873	
Paris Presents Incorporated	MIRACLE MINI ERASER SPONGES	87363828	5322135

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

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