

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cutex Nails, LLC		08/31/2010	LIMITED LIABILITY COMPANY: UNITED STATES

RECEIVING PARTY DATA

Name:	Patriot Capital II, L.P.
Street Address:	509 S. Exeter Street, Suite 210
Internal Address:	c/o Patriot Partners II, LLC, General Partner
City:	Baltimore
State/Country:	MARYLAND
Postal Code:	21202
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	124134	CUTEX
Registration Number:	2511752	CUTEX
Registration Number:	3581236	CUTEX
Registration Number:	442549	CUTEX
Registration Number:	3024694	CUTEX
Registration Number:	2554788	CUTEX
Registration Number:	2495696	CUTEX
Registration Number:	3024577	CUTEX ESSENTIAL CARE TWISTER
Registration Number:	2016204	CUTEX QUICK AND GENTLE
Registration Number:	2657298	ESSENTIAL CARE
Registration Number:	3024695	ESSENTIAL CARE
Registration Number:	2469324	NO SPILLS! NO MESS! JUST PRESS!
Registration Number:	2469321	NO SPILLS! NO MESS! JUST WIPE!

OP \$365.00 124134

Registration Number:

3440270

TWISTER

CORRESPONDENCE DATA

Fax Number: (410)752-2046

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 4439272112

Email: mnsofor@tandllaw.com

Correspondent Name: Munachi O. Nsofor c/o Thomas & Libowitz

Address Line 1: 100 Light Street

Address Line 2: Suite 1100

Address Line 4: Baltimore, MARYLAND 21202

NAME OF SUBMITTER:

Munachi O. Nsofor

Signature:

/mon/

Date:

10/14/2010

Total Attachments: 7

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GRANT OF SECURITY INTEREST IN TRADEMARKS

THIS GRANT OF SECURITY INTEREST IN TRADEMARKS ("*Agreement*") is made as of 31st August, 2010, by and between Cutex Nails, LLC, a Missouri limited liability company (the "*Grantor*"), and Patriot Capital II, L.P. a Delaware limited partnership (the "*Secured Party*").

WHEREAS, the Grantor is a wholly owned subsidiary of Cutex Brands, LLC, a Missouri limited liability company (the "*Company*"); and

WHEREAS, Secured Party has agreed to make certain financial accommodations to the Company (the "*Financial Accommodations*"), pursuant to the provisions of that certain Investment Agreement dated of even date herewith (the "*Investment Agreement*"), between the Company and the Secured Party; and

WHEREAS, repayment of the Financial Accommodations are guaranteed by the Grantor pursuant to the provisions of that certain Guarantee Agreement dated of even date herewith, between the Grantor and the Secured Party for the benefit of the Company; and

WHEREAS, pursuant to terms of the Investment Agreement, as a condition of making such Financial Accommodations, Secured Party requires that Grantor enter into this Agreement.

NOW THEREFORE, in consideration of the promises and the covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, the undersigned parties agree as set forth below.

1. Grant of Security Interest. Grantor hereby grants to Secured Party a security interest in all of Grantor's now-existing or hereafter acquired right, title and interest in and to all unregistered and registered trademarks and trademark applications in the United States of America and all foreign countries thereto, including without limitation, the trademarks and trademark applications identified in Exhibit A herein, and all renewals, extensions and substitutions thereof (the "*Trademarks*"); any and all goodwill of Grantor's business symbolized by or associated with the Trademarks; and any and all proceeds thereof, including without limitation, any claims by Grantor against third parties for infringement of the Trademarks (collectively, the "*Collateral*").

2. Obligations Secured/ Limitations. This Agreement is made to Secured Party to secure the payment and performance of all obligations pursuant to the Investment Agreement, and any and all other loan agreements, notes, bonds, debentures, warrants, guarantees, drafts, undertakings, instruments, documents, security agreements, UCC financing statements, certificates, and modifications and amendments in connection therewith. Grantor does hereby further acknowledge that the rights and remedies of

Secured Party with respect to the security interest in the Collateral granted hereunder are more fully set forth in the Investment Agreement, the terms and provisions of which are incorporated herein by reference.

3. Miscellaneous.

(a) **Parties; Changes.** This Agreement shall be binding upon and for the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns. No provision hereof shall be modified, altered or limited except by a written instrument expressly referring to this Agreement signed by the party to be charged thereby.

(b) **Choice of Law.** The validity, interpretation and effect of this Agreement shall be governed by the laws of the State of Maryland, without regard to its rules for conflicts of law.

(c) **Counterparts.** This Agreement may be executed by the parties in one or more counterparts, each of which shall be binding against the signatory and all of which taken together shall constitute one instrument.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this **Grant of Security Interest in Trademarks** as of the day and year first above written.

GRANTOR:

CUTEX NAILS, LLC, a Missouri limited liability company

By: _____

Name: John Mandelker

Title: President

SECURED PARTY:

PATRIOT CAPTIAL II, L.P., a Delaware limited partnership

By: **PATRIOT PARTNERS II, LLC**, a Delaware limited liability company,
General Partner

By: _____

Name: Thomas O. Holland, Jr.

Title: Managing Director

[Signature Page to Grant of Security Interest in Trademarks]

IN WITNESS WHEREOF, the parties hereto have executed this **Grant of Security Interest in Trademarks** as of the day and year first above written.

GRANTOR:

CUTEX NAILS, LLC, a Missouri limited liability company

By: _____
Name: John Mandelker
Title: President

SECURED PARTY:

PATRIOT CAPTIAL II, L.P., a Delaware limited partnership

By: **PATRIOT PARTNERS II, LLC**, a Delaware limited liability company,
General Partner

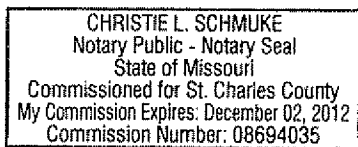
By:  _____
Name: Thomas O. Holland Jr.
Title: Managing Director

[Signature Page to Grant of Security Interest in Trademarks]

STATE OF Missouri)
CITY/COUNTY OF St. Louis)

I HEREBY CERTIFY that on August 30, 2010, before me, a Notary Public of the State of Missouri, personally appeared John Mandelker, who acknowledged himself to be the President of Cutex Nails, LLC (the "Company") and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the Company by himself as such officer.

WITNESS my hand and Notarial Seal.



Christie L. Schmuke
Notary Public
My Commission Expires: 12/2/2012

[Notary Page to Grant of Security Interest in Trademarks]

EXHIBIT A

Trademarks

Current Trademarks

<u>Trademark</u>	<u>Country</u>	<u>Registration No.</u>	<u>Registration Date</u>
Cutex	US	0,124,134	January 14, 1919
Cutex	US	2,511,752	November 27, 2001
Cutex	US	3,581,236	February 24, 2009
Cutex	US	0,442,549	April 26, 1949
Cutex	US	3,024,694	December 06, 2005
Cutex (mark and design)	US	2,554,788	April 02, 2002
Cutex (mark and design)	US	2,495,696	October 09, 2001
Cutex Essential Care Twister	US	3,024,577	December 06, 2005
Cutex Quick and Gentle	US	2,016,204	November 12, 1996
Essential Care	US	2,657,298	December 03, 2002
Essential Care	US	3,024,695	December 06, 2005
No Spills! No Mess! Just Press!	US	2,469,324	July 17, 2001
No Spills! No Mess! Just Wipe!	US	2,469,321	July 17, 2001
Twister	US	3,440,270	June 3, 2008

Trademark Applications

None.