

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
Inspired Beauty Brands, Inc.		10/19/2012	CORPORATION: NEW YORK
FDS Acquisition, Inc.		10/19/2012	CORPORATION: DELAWARE
Inspired Beauty Brands Holdings, Inc.		10/19/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Plexus Fund II, L.P.
Street Address:	4601 Six Forks Road, Suite 528
City:	Raleigh
State/Country:	NORTH CAROLINA
Postal Code:	27709
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 58

Property Type	Number	Word Mark
Registration Number:	3595230	BOUNCY SHINY CURLS
Registration Number:	2957853	CERAFIX
Registration Number:	3207084	DIAMOND GIRL
Registration Number:	2977794	FIRST START
Registration Number:	2113615	FRIZZ REMEDY
Registration Number:	1229133	GELAVE
Registration Number:	1509767	HAIR OFF
Registration Number:	2949325	HAIR RETEXTURIZING AND RESTRUCTURING FACTOR
Registration Number:	1450279	HASK
Registration Number:	1013367	HASK MD
Registration Number:	2624573	HENNA 'N' PLACENTA
Registration Number:	2933859	HR2 FACTOR

OP \$1465.00 3595230

Registration Number:	3262200	HUNGREX
Registration Number:	1248084	IPR-3
Registration Number:	2926781	IT'S ALL THAT
Registration Number:	1619343	JHIRMACK
Registration Number:	1253486	JHIRMACK
Registration Number:	1617283	JHIRMACK
Registration Number:	2394211	KEEP THAT COLOR
Registration Number:	2967928	LOVE-IT-STRAIGHT
Registration Number:	2993923	LUSTRA CURL GEL PERM
Registration Number:	1139736	LUSTRA-CURL
Registration Number:	4044558	LUSTRASILK
Registration Number:	0550356	LUSTRASILK
Registration Number:	2127482	LUXURY CARE
Registration Number:	2834050	MANAGE DAMAGE
Registration Number:	3756404	MOISTURE MAX
Registration Number:	3971730	NATURAL ESSENTIALS
Registration Number:	1750936	NATURE WAVE
Registration Number:	1399105	NUTRA FIX
Registration Number:	2913492	NUTRA GLOSS
Registration Number:	2678877	NUTRA NAIL POWER GEL
Registration Number:	1092065	NUTRANAIL
Registration Number:	1618341	NUTRI-BODY
Registration Number:	1266784	NUTRI-BODY
Registration Number:	1148504	PERM-AID
Registration Number:	1721287	PURE SHINE
Registration Number:	3411294	PURE SHINE
Registration Number:	1847209	RIGHT BACK
Registration Number:	1321699	RIGHT ON
Registration Number:	1256567	RIGHT ON
Registration Number:	1219634	RIGHT ON CURL
Registration Number:	1744187	SALON STYLE
Registration Number:	2952794	SECOND STEP
Registration Number:	3014301	SHINE
Registration Number:	2846237	SMOOTH ENDS
Registration Number:	3393879	SPRAY IT STRAIGHT

TRADEMARK

REEL: 004887 FRAME: 0152

	3416595	SPRAY-IT CURLY
Registration Number:	2495126	STAY BLONDE
Registration Number:	2957852	STRAIGHT SOLUTION
Registration Number:	3330198	SUDDENLY STRAIGHT
Registration Number:	1509818	THIX
Registration Number:	1157815	VIGOROL
Registration Number:	2107543	WILLOW LAKE
Registration Number:	0863268	FDS
Registration Number:	0831204	FDS
Registration Number:	3469552	FDS
Registration Number:	4007552	CURL MAX

CORRESPONDENCE DATA

Fax Number: 9198216800
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 919-821-1220
Email: gcollins@smithlaw.com
Correspondent Name: Grace S. Collins
Address Line 1: 150 Fayetteville Street, Suite 2300
Address Line 4: Raleigh, NORTH CAROLINA 27601

ATTORNEY DOCKET NUMBER:	12570.17
NAME OF SUBMITTER:	Grace S. Collins
Signature:	/s/ Grace S. Collins
Date:	10/24/2012

Total Attachments: 6
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THIS INSTRUMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY, AND ALL LIENS SECURING THE SAME, ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN INTERCREDITOR AGREEMENT (THE “INTERCREDITOR AGREEMENT”) DATED AS OF OCTOBER 19, 2012, AMONG PLEXUS FUND II, LP, AS A JUNIOR CREDITOR, THE OTHER JUNIOR CREDITORS PARTY THERETO, AND CRESTMARK BANK, TO THE SENIOR DEBT DESCRIBED IN THE INTERCREDITOR AGREEMENT, AND EACH HOLDER OF THIS INSTRUMENT, BY ITS ACCEPTANCE HEREOF, SHALL BE BOUND BY THE PROVISIONS OF THE INTERCREDITOR AGREEMENT.

Trademark Security Agreement

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 19, 2012 (this “Agreement”), is made by INSPIRED BEAUTY BRANDS, INC., a New York corporation (“IBB”), FDS ACQUISITION, INC., a Delaware corporation (“FDS”, and, together with IBB, collectively, the “Borrowers” and each, individually, a “Borrower”), and INSPIRED BEAUTY BRANDS HOLDINGS, INC., a Delaware corporation (“Holdings”, and, together with the Borrowers, collectively, the “Grantors” and each, individually, a “Grantor”), in favor of PLEXUS FUND II, L.P., as collateral agent (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”) for the Secured Parties (as defined in the Security Agreement referred to below).

WHEREAS, the Borrowers, Holdings, Collateral Agent, and the Holders from time to time party thereto have entered into a Securities Purchase Agreement, dated as of the date hereof (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the “Securities Purchase Agreement”);

WHEREAS, in connection with the Securities Purchase Agreement, the Borrowers and Holdings have entered into the Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Collateral Agent for the benefit of the Secured Parties; and

WHEREAS, the Security Agreement requires the Grantors to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Note Purchase Agreement, each Grantor hereby agrees as follows:

Section 1 Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2 Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of the Grantor, hereby pledges to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties a security interest in, all of its right, title and interest in, to and under the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(i) all of its Trademarks, including those referred to on Schedule I hereto, but excluding any “intent to use” Trademark applications for which a statement of use has not been filed;

- (ii) all renewals and extensions of the foregoing;
- (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3 Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between this Agreement and the Security Agreement (or any portion hereof or thereof), the terms of the Security Agreement shall prevail.

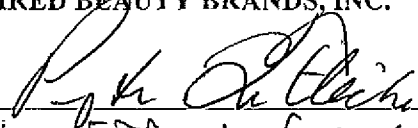
Section 4 Grantors Remain Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.

Section 5 Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

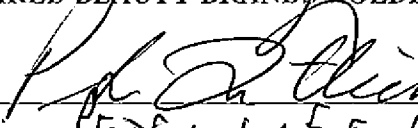
Section 6 Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of North Carolina.

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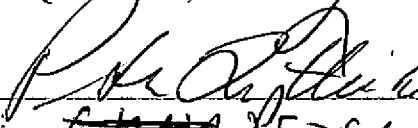
INSPIRED BEAUTY BRANDS, INC.

By: 
Name: PETER LAFLECHE
Its: CHAIRMAN

INSPIRED BEAUTY BRANDS HOLDINGS, INC.

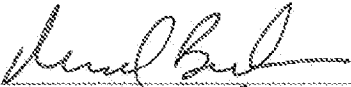
By: 
Name: PETER LAFLECHE
Its: CHAIRMAN

FDS ACQUISITION, INC.

By: 
Name: ~~CHAIR~~ PETER LAFLECHE
Its: CHAIRMAN

PLEXUS FUND II, L.P.

By: Plexus Fund II GP, LLC, its General Partner

By: 
Name: Michael Bellard
Title: General Partner

SCHEDULE I**Trademarks****I. REGISTERED TRADEMARKS****Inspired Beauty Brands, Inc.**

<i>Trademark</i>	<i>Registration No.</i>	<i>Registration Date</i>
BOUNCY SHINY CURLS	3595230	24-Mar-2009
CERAFIX	2957853	31-May-2005
DIAMOND GIRL	3207084	13-Feb-2007
FIRST START	2977794	26-Jul-2005
FRIZZ REMEDY	2113615	18-Nov-1997
GELAVE (WITH ACCENT OVER A)	1229133	08-Mar-1983
HAIR OFF	1509767	25-Oct-1988
HAIR RETEXTURIZING AND RESTRUCTURING FACTOR	2949325	10-May-2005
HASK	1450279	04-Aug-1987
HASK MD (STYLIZED)	1013367	17-Jun-1975
HENNA 'N' PLACENTA	2624573	24-Sep-2002
HR2 FACTOR	2933859	15-Mar-2005
HUNGREX	3262200	10-Jul-2007
IPR-3	1248084	16-Aug-1983
IT'S ALL THAT	2926781	15-Feb-2005
JHIRMACK	1619343	30-Oct-1990
JHIRMACK	1253486	11-Oct-1983
JHIRMACK IN SCRIPT I	1617283	16-Oct-1990
KEEP THAT COLOR	2394211	10-Oct-2000
LOVE-IT-STRAIGHT	2967928	12-Jul-2005
LUSTRA CURL GEL PERM	2993923	13-Sep-2005
LUSTRA-CURL (STYLIZED)	1139736	23-Sep-1980
LUSTRASILK	4044558	25-Oct-2011
LUSTRASILK (STYLIZED)	550356	06-Nov-1951
LUXURY CARE	2127482	06-Jan-1998
MANAGE DAMAGE	2834050	20-Apr-2004
MOISTURE MAX	3756404	09-Mar-2010
NATURAL ESSENTIALS	3971730	31-May-2011
NATURE WAVE	1750936	09-Feb-1993
NUTRA FIX	1399105	01-Jul-1986
NUTRA GLOSS	2913492	21-Dec-2004
NUTRA NAIL POWER GEL	2678877	21-Jan-2003
NUTRANAIL	1092065	30-May-1978
NUTRI-BODY	1618341	23-Oct-1990

<i>Trademark</i>	<i>Registration No.</i>	<i>Registration Date</i>
NUTRI-BODY	1266784	14-Feb-1984
PERM-AID	1148504	17-Mar-1981
PURE SHINE	1721287	06-Oct-1992
PURE SHINE	3411294	15-Apr-2008
RIGHT BACK	1847209	26-Jul-1994
RIGHT ON (STYLIZED)	1321699	26-Feb-1985
RIGHT ON (STYLIZED)	1256567	08-Nov-1983
RIGHT ON CURL (STYLIZED)	1219634	14-Dec-1982
SALON STYLE	1744187	05-Jan-1993
SECOND STEP	2952794	17-May-2005
SHINE	3014301	15-Nov-2005
SMOOTH ENDS	2846237	25-May-2004
SPRAY IT STRAIGHT	3393879	11-Mar-2008
SPRAY-IT CURLY	3416595	29-Apr-2008
STAY BLONDE	2495126	02-Oct-2001
STRAIGHT SOLUTION	2957852	31-May-2005
SUDDENLY STRAIGHT	3330198	06-Nov-2007
THIX	1509818	25-Oct-1988
VIGOROL	1157815	23-Jun-1981
WILLOW LAKE	2107543	21-Oct-1997

FDS Acquisition, Inc.

<i>Trademark</i>	<i>Registration No.</i>	<i>Registration Date</i>
FDS	863268	7-Jan-1969
FDS	831204	27-Jun-1967
FDS	3469552	15-Jul-2008

II. TRADEMARK APPLICATIONS

Inspired Beauty Brands, Inc.

<i>Trademark</i>	<i>Registration No.</i>	<i>Registration Date</i>
CURL MAX	4007552	02-Aug-2011