

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment for Security

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TPR Holding, LLC		04/04/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	ROSENTHAL & ROSENTHAL, INC.
Street Address:	1370 Broadway
City:	New York
State/Country:	NEW YORK
Postal Code:	10018
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	3795349	BE YOU TIFUL
Registration Number:	3623759	BETTER-THAN-WATERPROOF
Registration Number:	3620014	BLU_RAY
Registration Number:	2192537	CARGO
Registration Number:	3537091	CARGO
Registration Number:	3674967	CARGO EYEBRONZER
Registration Number:	2999559	CARGO+CARE
Registration Number:	3546902	COLORCARDS
Registration Number:	3580517	COLORDECK
Registration Number:	3665372	DAILYCARGO
Registration Number:	3323823	DAILYGLOSS
Registration Number:	2988495	ONEBASE
Registration Number:	3684587	PLANTLOVE
Registration Number:	3580984	SUEDEBLUSH

TRADEMARK

900253521

REEL: 005014 FRAME: 0674

CH \$390.00 3795349

Registration Number:

3665076

SUPERSEYES

CORRESPONDENCE DATA

Fax Number:

2124074990

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone:

212-407*4000

Email:

nytrademark@loeb.com

Correspondent Name:

Tamara F. Carmichael

Address Line 1:

345 Park Avenue

Address Line 4:

New York, NEW YORK 10154

ATTORNEY DOCKET NUMBER:

215043-10003

NAME OF SUBMITTER:

Tamara F. Carmichael

Signature:

/Tamara F. Carmichael/

Date:

04/25/2013

Total Attachments: 5

source=Cargo Inter Company Assignment for Security#page1.tif

source=Cargo Inter Company Assignment for Security#page2.tif

source=Cargo Inter Company Assignment for Security#page3.tif

source=Cargo Inter Company Assignment for Security#page4.tif

source=Cargo Inter Company Assignment for Security#page5.tif

ASSIGNMENT FOR SECURITY

WHEREAS, Cargo Cosmetics, LLC, a limited liability company formed under the laws of Delaware, located at 950 Third Avenue, New York New York 10022 (“Cargo”) has adopted, used and is using the marks annexed hereto as Schedule A (the “Marks”); and

WHEREAS, to secure its obligations to TPR Holdings, LLC (the “Company”) under an Intercompany Note dated of even date herewith (as amended, modified, restated and supplemented from time to time, the “Note”), Cargo has granted a lien and security interest in and to the Marks to the Company, pursuant to that certain Intellectual Property Security Agreement entered into between Cargo and the Company dated of even date herewith (as amended, modified, restated and supplemented from time to time, the “IP Security Agreement”); and

WHEREAS, the Company is obligated to Rosenthal & Rosenthal, Inc. (the “Lender”) located at 1370 Broadway, New York, New York 10018, pursuant to (i) a Factoring Agreement dated of even date herewith between the Lender and the Company (the “Factoring Agreement”) and (ii) other security documents related thereto, dated of even date herewith, made by the Company in favor of the Lender (together with the Factoring Agreement, the “Agreements”); and

WHEREAS, pursuant to the Agreements, the Company is granting to the Lender a security interest in all of its right, title and interest in substantially all of its assets, including, without limitation, the Company’s rights under the Note and the IP Security Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Company, as security for the Obligations (as such term is defined in the Factoring Agreement), does hereby assign unto the Lender for security and grant to the Lender a security interest in and to all of the right, title and interest of the Company in the Note and the IP Security Agreement.


The assignment set forth herein shall continue in effect until all of the Obligations have been indefeasibly paid in full and the Factoring Agreement has been terminated in accordance with the terms thereof, at which time the Lender shall release to the Company, Lender's interests in the Note and the IP Security Agreement and the other rights assigned to Lender hereby.

At any time or from time to time, upon Lender's written request, the Company will execute and deliver to Lender such further documents and do such other acts and things as Lender may reasonably request in order to further effect the purposes of this assignment or any schedule, amendment or supplement hereto, or a financing or continuation statement with respect hereto, in accordance with the laws of any applicable jurisdictions. The Company hereby authorizes Lender to effect any such filing or recording statements (or amendments thereto) without the signature of the Company, and Lender's costs and expenses with respect thereto shall be part of the Obligations and shall be payable by the Company on demand.

This assignment and all obligations of the parties hereunder shall be binding upon the successors and assigns of the Company and shall, together with the rights and remedies of Lender hereunder, inure to the benefit of Lender and its successors and assigns. THIS ASSIGNMENT SHALL BE GOVERNED BY, AND BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN THAT STATE.

Dated: April __, 2013

TPR HOLDINGS, LLC

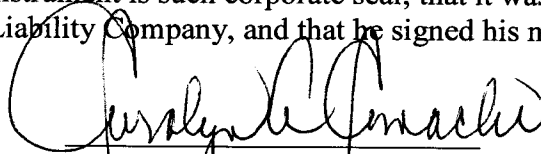
By  _____
Brian Robinson, Managing Member

STATE OF NEW YORK)

: ss.:

COUNTY OF NEW YORK)

On this 4th day of April, 2013, before me personally came, BRIAN ROBINSON, to me known, who, being by me duly sworn, did depose and say that he is the Managing Member of TPR HOLDINGS, LLC the Limited Liability Company described in and which executed the foregoing instrument; and that he knows the seal of said Limited Liability Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Managers of said Limited Liability Company, and that he signed his name thereto by like order.



Notary Public

CAROLYN A. CAMACHO
NOTARY PUBLIC, State of New York
No. 01CA6148806
Qualified in Richmond County
Commission Expires December 20, 2015

SCHEDULE A

Trademark Name:	Application Number	File Date	Registration Number	Registration Date
BE YOU TIFUL	76573958	04-Feb-2004	3795349	01-Jun-2010
BETTER-THAN-WATERPROOF	77267917	30-Aug-2007	3623759	19-May-2009
BLU_RAY	77232192	18-Jul-2007	3620014	12-May-2009
CARGO	75067783	05-Mar-1996	2192537	29-Sep-1998
CARGO	78632917	19-May-2005	3537091	25-Nov-2008
CARGO EYEBRONZER	77249768	08-Aug-2007	3674967	01-Sep-2009
CARGO+CARE	76490851	14-Feb-2003	2999559	27-Sep-2005
COLORCARDS	78632941	19-May-2005	3546902	16-Dec-2008
COLORDECK	78632967	19-May-2005	3580517	24-Feb-2009
DAILYCARGO	76622942	02-Dec-2004	3665372	11-Aug-2009
DAILYGLOSS	78410593	29-Apr-2004	3323823	30-Oct-2007
ONEBASE	76528697	11-Jul-2003	2988495	30-Aug-2005
PLANTLOVE	78937709	26-Jul-2006	3684587	15-Sep-2009
SUEDEBLUSH	77026705	23-Oct-2005	3580984	24-Feb-2009
SUPERSEYES	78633031	19-May-2005	3665076	04-Aug-2009