

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
Love Culture Inc.		08/16/2013	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Salus Capital Partners, LLC
Street Address:	197 First Avenue, Suite 250
City:	Needham
State/Country:	MASSACHUSETTS
Postal Code:	02494
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3633316	LOVE CULTURE
Serial Number:	86045179	LOVE CULTURE
Serial Number:	85774892	BOUTIQUE CULTURE
Serial Number:	85884439	WHEN GIRLS TAKE OVER
Serial Number:	86045607	LOVE CULTURE PLUS+
Serial Number:	86045704	LOVECULTURE
Serial Number:	86046678	
Serial Number:	86045811	LOVE CULTURE
Serial Number:	86046409	

CORRESPONDENCE DATA

Fax Number: 3026365454  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
 Phone: 800-927-9801 x 62348  
 Email: jpaterso@cscinfo.com

CH \$240.00 3633316

Correspondent Name: Corporation Service Company  
Address Line 1: 1090 Vermont Avenue NW, Suite 430  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER: 785982-5

NAME OF SUBMITTER: Jean Paterson

Signature: /jep/

Date: 09/04/2013

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the “**Agreement**”) made as of this 16TH day of August, 2013, by Love Culture Inc., a California corporation (the “**Grantor**”), in favor of Salus Capital Partners, LLC, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (herein, “**Grantee**”):

### W I T N E S S E T H

WHEREAS, Grantor, one or more of its affiliates, Grantee and the lenders identified therein are parties to that certain Credit Agreement dated as of August 16, 2013 (as the same may be amended, restated, modified or otherwise supplemented from time to time, the “**Credit Agreement**”), providing for a loan to be made to Grantor by Grantee and Lenders; and

WHEREAS, pursuant to the terms of that certain Security Agreement dated as of August 16, 2013 between Grantor and Grantee (as the same may be amended, restated, modified or otherwise supplemented from time to time, the “**Security Agreement**”), the Grantor has granted to Grantee, for the benefit of the Lenders, a security interest in certain assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks, together with the goodwill of the business symbolized by Grantor’s Trademarks, and all products and proceeds thereof, to secure payment and performance of the Secured Obligations;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

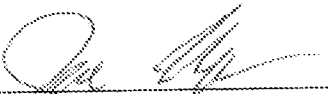
2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Secured Obligations, Grantor hereby grants to Grantee, for the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor’s entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on **Schedule 1** annexed hereto, together with any reissues, renewals, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

IN WITNESS WHEREOF, Grantor has duly executed this Trademark Security Agreement as of the date first written above.

LOVE CULTURE INC.

By:   
Name: Jai June Rhee  
Title: President

{Signature Page to Trademark Security Agreement}

Agreed and Accepted  
As of the Date First Written Above

SALUS CAPITAL PARTNERS, LLC

By: 





Name: Jonas D.L. McCray

Title: Senior Vice President

{Signature Page to Trademark Security Agreement}

**TRADEMARK**  
**REEL: 005102 FRAME: 0880**

**Schedule 1**

COUNTRY	FILING DATE	APP #	REG #	STATUS	CLASSES
<b>LOVE CULTURE</b>					
United States	Sept. 6, 2006	78967861	3633316	ACTIVE	14, 25
United States	August 22, 2013	86045179		PENDING	3, 9, 18, 26, 35
<b>BOUTIQUE CULTURE</b>					
United States	Apr. 16, 2013	85774892		PENDING	14, 18, 25, 35
<b>WHEN GIRLS TAKE OVER</b>					
United States	Mar. 22, 2013	85884439		PENDING	9, 14, 18, 25
<b>LOVE CULTURE PLUS+</b>					
United States	August 22, 2013	86045607		PENDING	25,35
					
United States	August 22, 2013	86045704		PENDING	35
					
United States	August 22, 2013	86046678		PENDING	3, 9, 14, 18, 25, 26, 35
					
United States	August 22, 2013	86045811		PENDING	3, 9, 14, 18, 25, 35
					
United States	August 22, 2013	86046409		PENDING	3,9, 14, 18, 25, 35

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