

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM316371

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LUX HOLDINGS INC.		09/08/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	ELEMENT FINANCIAL CORPORATION		
Street Address:	161 Bay Street, Suite 4600		
Internal Address:	PO Box 621		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5J 2S1		
Entity Type:	CORPORATION: ONTARIO		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	85759124	LUXHAIR	
Serial Number:	85763927	LUXHAIR NOW	
Serial Number:	85763952	LUXHAIR WOW	
Serial Number:	85764045	LUXHAIR HOW	
Registration Number:	4347721	HOW	
Registration Number:	4269604	KERALON	
Registration Number:	4255358	LUXHAIR	
Registration Number:	3173940	LUXHAIR	
CORRESPONDENCE DATA			
Fax Number:	7168490349		
<i>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.</i>			
Phone:	7168564000		
Email:	gsnyder@hodgsonruss.com		
Correspondent Name:	Hodgson Russ LLP		
Address Line 1:	140 Pearl Street, Suite 100		
Address Line 2:	The Guaranty Building		
Address Line 4:	Buffalo, NEW YORK 14202-4040		
ATTORNEY DOCKET NUMBER:	078332.00000		

CH \$215.00 85759124

NAME OF SUBMITTER:	George L. Snyder, Jr.
SIGNATURE:	/george l snyder jr/
DATE SIGNED:	09/09/2014
Total Attachments: 5 source=IP_Supplement_September_8_2014_ELEMENT_FINANCIAL-LUX#page1.tif source=IP_Supplement_September_8_2014_ELEMENT_FINANCIAL-LUX#page2.tif source=IP_Supplement_September_8_2014_ELEMENT_FINANCIAL-LUX#page3.tif source=IP_Supplement_September_8_2014_ELEMENT_FINANCIAL-LUX#page4.tif source=IP_Supplement_September_8_2014_ELEMENT_FINANCIAL-LUX#page5.tif	

**INTELLECTUAL PROPERTY
GENERAL SECURITY AGREEMENT SUPPLEMENT**

For valuable consideration as further described in the General Security Agreement, dated as of September 8, 2014, between **LUX HOLDINGS INC.**, a Delaware corporation (the “**BORROWER**”), with an address of: 1103 Gateway Boulevard, Boynton Beach, FL 33426, and **ELEMENT FINANCIAL CORPORATION**, a corporation amalgamated under the law of Ontario (the “**Lender**”), with an address of: 161 Bay Street, Suite 4600, PO Box 621, Toronto, Ontario M5J 2S1 Canada (such General Security Agreement, as amended, amended and restated and supplemented from time to time (the “**Security Agreement**”), the Borrower and the Lender agree as follows:

The Borrower acknowledges, reaffirms and ratifies in all respects the Security Agreement as though all provisions thereof were fully set forth in this Agreement, including, but not limited to, the grant by the Borrower of a security interest in all General Intangibles included in the Collateral, as such term is defined in the Security Agreement. All other capitalized terms used herein and not defined herein have the meanings given to such terms in the Security Agreement. This Agreement is a supplement to the Security Agreement.

Without limiting the generality of the foregoing, to secure the payment and other performance of the Obligations, the Borrower grants to the Lender a security interest in, and assigns, pledges and hypothecates to the Lender, all right, title and interest of the Borrower in and to, wherever located, whether now owned or hereafter acquired or now existing or hereafter arising or accruing and whether or not subject to Article 9 of the New York Uniform Commercial Code or described in any schedule heretofore or hereafter delivered to the Lender by the Borrower:

(a) All patents and applications for a patent, including, without limitation, each patent and patent application referred to in Exhibit A-1 annexed hereto, together with any reissues, continuations, continuations-in-part, divisions, modifications, substitutions or extensions thereof, all inventions disclosed therein, and all invention disclosures related thereto (the “**Patents**”);

(b) All copyrights, whether registered or unregistered, including and all applications for copyrights and all renewals and extensions thereof (the “**Copyrights**”);

(c) All trademarks, service marks, trade names and trade dress and all trademark, service mark and trade dress registrations and applications for trademark, service mark or trade dress registrations in the United State, including without limitation those trademark, service mark and trade dress registrations and applications listed in Exhibit A-2 annexed hereto, and all rights corresponding thereto, together, in each case, with the goodwill of the business connected with the use of, and symbolized by each such trademark, service mark, trade name and trade dress, (the “**Marks**”);

(d) all licenses entered into by the Borrower with respect to any of the intellectual property rights of the Borrower described in the foregoing clauses (a) through (c), whether as licensor or licensee, and all income, royalties, damages and payments now

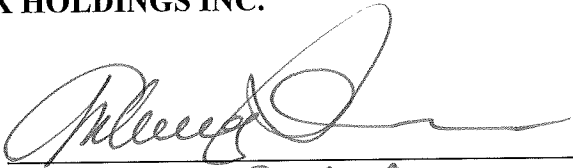
and hereafter due and/or payable to the Borrower with respect to such licenses or intellectual property rights.

(e) all Proceeds of any and all of the foregoing Collateral.

This Agreement shall be governed by and construed and enforced in accordance with the law of the State of New York (including, but not limited to, Sections 5-1401 of the General Obligations Law of the State of New York), and is otherwise subject to the terms of the Security Agreement, including without limitation, Sections 1.06 and 6.16 thereof.

Dated September 8, 2014

LUX HOLDINGS INC.

By: 
Name: ANTHONY SCIADA .
Title: PRESIDENT, CEO .

[Intellectual Property General Security Agreement Supplement. - Signature Page]

Exhibit A-1

Patents

US utility application filed on 5/1/2014, serial number is 14/120,166

Exhibit A-2

TRADEMARK	SERIAL NO. or REG. NO.	CLASS NO(S). DESCRIPTION
LUXHAIR	83759124	IC 003. US 001 004 006 030 031 032. G & S: Hair care and hairpiece care products, namely, shampoo, conditioners, rinses, hair gels, hair sprays, and lotions; Non-medicated liquid topical applications for maintaining hair IC 008. US 023 028 044. G & S: Electric devices for hair, namely, flat irons for hair, hair curling irons, electric hand-held hair styling irons IC 011. US 013 021 023 031 034. G & S: Hair appliances, namely, electric blow dryers for hair
LUXHAIR NOW	83763927	IC 026. US 037 039 040 042 030. G & S: False hair, wigs, hairpieces, toupees, add-in and add-on hair accessories, namely, top piece hair extensions, clip in hair extensions and tape in hair extensions
LUXHAIR WOW	83763932	IC 026. US 037 039 040 042 030. G & S: false hair, wigs, hairpieces, toupees, add-in and add-on hair accessories, namely, top piece hair extensions, clip in hair extensions and tape in hair extensions
LUXHAIR HOW	83764043	IC 026. US 037 039 040 042 030. G & S: False hair, wigs, hairpieces, toupees, add-in and add-on hair accessories, namely, top piece hair extensions, clip in hair extensions and tape in hair extensions

TRADEMARK	SERIAL NO. or REG. NO.	CLASS NO(S). DESCRIPTION
HOW	4347721	IC 026. US 037 039 040 042 030. G & S: False hair, wigs, hairpieces, toupees, add-in and add-on hair accessories, namely, top piece extensions, clip in extensions and tape in extensions
KERALON	4269804	IC 022. US 001 002 007 019 022 043 030. G & S: Synthetic Fibers.
LUXHAIR	4255358	IC 026. US 037 039 040 042 030. G & S: False hair; Wigs; Hairpieces; Toupees; Add-in and add-on hair accessories, namely, hair extensions
LUXHAIR	3173940	IC 022. US 001 002 007 019 022 043 030. G & S: Fibers for Use in the Manufacture of Wigs and Hairpieces