

03/27/2015



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3/24/15

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

FullBeauty Brands, L.P.

- Individual(s)
- General Partnership
- Corporation
- Limited Liability Company
- Citizenship:
- Execution Date(s) March 24, 2015
- Additional names of conveying parties attached? Yes No

Association

Limited Partnership - DE

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No
Name: Wells Fargo Bank, National Association

Internal Address:

Street Address: 100 Park Avenue, 14th Floor

City: New York

State: NY

Country: USA

Zip: 10017

Association Citizenship: USA

General Partnership Citizenship:

Limited Partnership Citizenship:

Corporation Citizenship:

Other LLC Citizenship:

If assignee is not domiciled in the United States, a domestic representative designation is attached. Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Grant of Security Interest in United States Trademarks
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) See Attached Schedule A

B. Trademark Registration No.(s) See Attached Schedule A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)

5. Name address of party to whom correspondence concerning document should be mailed:

Name: Susan O'Brien

Internal Address: CT Lien Solutions

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: NY

Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: cls.us@albany@wolterskluwer.com

6. Total number of applications and registrations involved: 15

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 390.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment information:

a. Credit Card Last 4 Numbers 0974

Expiration Date 3/17

b. Deposit Account Number

Authorized User Name:

9. Signature:

Signature

Joanne Bl. Arnold

Name of Person Signing

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01 FC:8521

40.00 OF

02 FC:8522

March 24, 2015 350.00 OF

Date

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Additional names of conveying parties:

Jessica London, Inc., a Delaware corporation
Swimsuits For All, LLC, a Delaware limited liability company

SCHEDULE A

Trademarks

Domestic Trademarks – FullBeauty Brands, L.P.

<u>MARK</u>	<u>REGISTRATION NUMBER/ APPLICATION NUMBER</u>	<u>REGISTRATION DATE/ APPLICATION DATE</u>
BRYLANEHOMEMAKING HOMES BEAUTIFUL™ (Pending)	86454963	11-NOV-2014
FULLBEAUTY ACTIVE™	86435053	27-OCT-2014
FULLBEAUTY BRANDS™	86501383	12-JAN-2015
FULLBEAUTY PERFORMANCE™	86435082	27-OCT-2014
FULLBEAUTY SPORT™	86435068	27-OCT-2014
FULLBEAUTY.COM™	86447934	7-NOV-2014
MOVE BEAUTIFULLY™	86454950	14-NOV-2014
SECRET SOLUTIONS (plain word)	86546864	26-FEB-2015
“Starlight” Logo	86480203	15-DEC-2014
ULTRA SMOOTH™	86542995	23-FEB-2015

International Trademarks – FullBeauty Brands, L.P.

<u>MARK</u>	<u>REGISTRATION NUMBER/ APPLICATION NUMBER</u>	<u>REGISTRATION DATE/ APPLICATION DATE</u>	<u>COUNTRY</u>
WOMAN WITHIN®	1242912	11-OCT-2011	Mexico
BOULDER CREEK®	13.29691	5-APR-2013	Monaco
COMFORT CHOICE®	13.29686	5-APR-2013	Monaco
DENIM 24/7®	13.29689	5-APR-2013	Monaco
KNOCKAROUNDS®	13.29692	5-APR-2013	Monaco
ONLY NECESSITIES®	13.29690	5-APR-2013	Monaco
ROAMAN'S®	13.29694	5-APR-2013	Monaco
SECRET SOLUTIONS BY COMFORT CHOICE®	13.29688	5-APR-2013	Monaco
SECRET SOLUTIONS®	13.29687	5-APR-2013	Monaco
WOMAN WITHIN®	13.29759	5-APR-2013	Monaco
COMFORT CHOICE®	509723	22-FEB-2013	Russia
DENIM 24/7™	2013712548	15-APR-2013	Russia
ONESTOPPLUS®	480780	20-FEB-2012	Russia
SECRET SOLUTIONS BY COMFORT CHOICE®	514779	25-FEB-2013	Russia
SECRET SOLUTIONS®	511852	25-FEB-2013	Russia
WOMAN WITHIN®	515963	25-FEB-2013	Russia

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Domestic Trademarks – Jessica London, Inc.

<u>MARK</u>	<u>REGISTRATION NUMBER/ APPLICATION NUMBER</u>	<u>REGISTRATION DATE/ APPLICATION DATE</u>	<u>Country</u>
TRULY FLAWLESS™	86310474	16-JUN-2014	United States

Domestic Trademarks – Swimsuits for All, LLC

<u>MARK</u>	<u>REGISTRATION NUMBER/ APPLICATION NUMBER</u>	<u>REGISTRATION DATE/ APPLICATION DATE</u>
Aquabella	Reg 2774185 App 78975106	Registration Date 14-OCT-2003 Application Date 05-MAR-2002
Sexy At Every Curve	Reg 4641375 App 86322749	Registration Date 18-NOV-2014 Application Date 27-JUN-2014
Life Is Better In A Swimsuit	App 86508043	Application Date 20-JAN-2015
It's Better In A Swimsuit	App 86252586	Application Date 15-APR-2014

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GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

March 24, 2015

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, each of FULLBEAUTY BRANDS, L.P., a Delaware limited partnership, JESSICA LONDON, INC., a Delaware corporation, and SWIMSUITS FOR ALL, LLC, a Delaware limited liability company, each, a "Grantor", collectively, (the "Grantors"), hereby grants to WELLS FARGO BANK, NATIONAL ASSOCIATION, in its capacity as administrative and collateral agent (in such capacity, the "Grantee"), a continuing security interest in (a) all of such Grantor's right, title and interest in, to and under to the United States trademarks, tradenames, trade dress and service marks and all trademark registrations and trademark applications and recordings (the "Marks") set forth on Schedule A attached hereto, (b) all rights and privileges arising under applicable law with respect to such Grantor's use of any trademarks, tradenames, trade dress and service marks, and all renewals thereof, (c) the goodwill of the business symbolized by each of the Marks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Marks, (d) all present and future license and distribution agreements (subject to the rights of the licensors therein) pertaining to the Marks, (e) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith, (f) the right to sue for past, present and future infringements thereof, (g) all rights corresponding thereto, (h) any and all other proceeds of any of the foregoing, including, without limitation, all damages and payments or claims by Grantor against third parties for past or future infringement of the Marks and (i) all causes of action arising prior to or after the date hereof for unfair competition regarding the Marks.

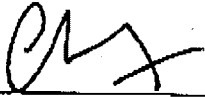
THIS GRANT (the "Grant") is made to secure the satisfactory performance and payment of all the Secured Obligations of the Grantors, as such term is defined in the Amended and Restated Security Agreement by, among others, the Grantors and the Grantee, dated as of February 5, 2013 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

This Grant may be executed in any number of 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.


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IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date first written above.


FULLBEAUTY BRANDS, L.P.,
as Grantor

By: 
Name: Catherine Doucet
Title: Secretary and Treasurer

JESSICA LONDON, INC.,
as Grantor

By: 
Name: Catherine Doucet
Title: Secretary and Treasurer

SWIMSUITS FOR ALL, LLC,
as a Grantor

By: 
Name: Catherine Doucet
Title: Secretary and Treasurer

Signature Page to ABL Grant of Security Interest in Trademarks

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Administrative and Collateral Agent
as Grantee

By: Danielle Baldelli
Name: Danielle Baldelli
Title: Director

Signature Page to Grant of Security Interest in Trademarks