

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM352789

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BEAUTY VISIONS, LLC		06/10/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ESSEX BANK		
<b>Street Address:</b>	9954 Maryland Drive		
<b>Internal Address:</b>	Suite 2100		
<b>City:</b>	Richmond		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	23233		
<b>Entity Type:</b>	Banking Corporation: VIRGINIA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4104454	MALLY	
<b>Registration Number:</b>	3099460	MALLY	
<b>Registration Number:</b>	3870730	MALLY	
<b>Registration Number:</b>	4124283	MALLY BEAUTY	
<b>Registration Number:</b>	3877149	MALLY BEAUTY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4439571917		
<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>			
<b>Phone:</b>	410-385-5081		
<b>Email:</b>	lbell@gebsmith.com		
<b>Correspondent Name:</b>	Laura Bell Legal Asst		
<b>Address Line 1:</b>	1 South Street Suite 2200		
<b>Address Line 2:</b>	Gebhardt & Smith LLP		
<b>Address Line 4:</b>	Baltimore, MARYLAND 21202		
<b>ATTORNEY DOCKET NUMBER:</b>	DVF 31784		
<b>NAME OF SUBMITTER:</b>	David Fontana		
<b>SIGNATURE:</b>	/David Fontana/		

OP \$140.00 4104454

**DATE SIGNED:**

08/26/2015

**Total Attachments: 13**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("AGREEMENT") is effectively dated and made as of June 10, 2015 by and between BEAUTY VISIONS LLC, a Delaware limited liability company ("PLEDGOR"), with its mailing address at 950 Third Avenue, 3<sup>rd</sup> Floor, New York, New York 10022; and ESSEX BANK, a Virginia banking corporation ("LENDER"), with its mailing address at 9954 Maryland Drive, Suite 2100, Richmond, Virginia, 23233.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the PLEDGOR agrees with the LENDER as follows:

Section 1. Defined Terms. As used in this AGREEMENT, the terms set forth in this Section 1 have the meanings set forth below, unless the specific context of this AGREEMENT clearly requires a different meaning. Terms defined in this Section 1 or elsewhere in this AGREEMENT are in all capital letters throughout this AGREEMENT. The singular use of any defined term includes the plural and the plural use includes the singular.

Section 1.1. "EVENT OF DEFAULT" means any event of default, after the expiration of any applicable cure period, under the LOAN DOCUMENTS or any other agreement executed from time to time by the PLEDGOR to or for the benefit of the LENDER which evidences or relates to any of the OBLIGATIONS.

Section 1.2. "LOANS" means collectively the \$1,500,000 term loan and the \$500,000 term loan provided by the LENDER to the PLEDGOR.

Section 1.3. "LOAN AGREEMENTS" means collectively the Loan and Security Agreement of even date herewith executed by and between the PLEDGOR and the LENDER in connection with the \$1,500,000 term loan and the Loan and Security Agreement of even date herewith executed by and between the PLEDGOR and the LENDER in connection with the \$500,000 term loan.

Section 1.4. "LOAN DOCUMENTS" means all agreements, instruments and documents, including without limitation, loan agreements, notes, guaranties, pledges, security agreements, assignments, and all other written matter, whether heretofore, now, or hereafter executed by or on behalf of the PLEDGOR to or for the benefit of the LENDER in connection with the LOANS. Without limitation to the foregoing, the term "LOAN DOCUMENTS" includes a Promissory Note of even date herewith executed by the PLEDGOR to the order of the LENDER in the stated principal amount of \$1,500,000, a Promissory Note of even date herewith executed by the PLEDGOR to the order of the LENDER in the stated principal amount of \$500,000, the LOAN AGREEMENTS and the various loan documents referenced in the LOAN AGREEMENTS.

Section 1.5. "OBLIGATIONS" means all duties of payment or performance now or hereafter due and owing to the LENDER by the PLEDGOR as a result of or in connection with any and all existing or future indebtedness, liability, or obligation of every kind and nature arising out of or related to the LOANS and/or the LOAN DOCUMENTS, whether direct or indirect, absolute or contingent, primary or secondary, joint or several, unconditional or conditional, and all renewals, refinancings, extensions, substitutions, amendments, and modifications thereof, no matter when or how created, arising, evidenced, or acquired, including but not limited to, all amounts of principal, interest, penalties, reimbursements, advancements, escrows, and fees.

Section 1.6. "TRADEMARKS" means collecting all of the PLEDGOR'S now owned and hereafter acquired domain names, trademarks and trade names (including, without limitation the trade names "Mally," "Mallygirl," "Mally Girl," "Mally Beauty" and "Mally Cosmetics"), whether registered or unregistered, and whether or not established or registered in the United States or any other country or any political subdivisions thereof, together with any and all: (a) registrations and recordings thereof, and all applications for any of the foregoing, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or any other Country or political subdivision, (b) all renewals, reissues, confirmations and extensions thereof, (c) all intellectual property of the PLEDGOR and goodwill of the business to which any of the foregoing relates, (d) all present and future claims, causes of action and rights to sue for past, present or future infringements thereof, (e) all rights and privileges arising under applicable law with respect to the use of any of the foregoing, (f) all general intangibles, proceeds and products related to any of the foregoing, and (g) all rights corresponding thereto throughout the world. "TRADEMARKS" as defined above shall include, without limitation, all of the trademarks and trademark applications listed on Exhibit A attached hereto and incorporated herein by reference and all of the domain names, trademarks and trademark applications listed on Exhibit B attached hereto and incorporated herein by reference.

Section 1.7. "PERMITTED LIENS" as used herein shall have the same meaning as used in the LOAN AGREEMENTS.

Section 2. Grant Of Security Interest. As security for the complete and timely payment, performance and satisfaction of all of the OBLIGATIONS, the PLEDGOR hereby mortgages, pledges, and hypothecates unto the LENDER and the LENDER'S successors and assigns, upon the following terms and conditions, and hereby grants to the LENDER and the LENDER'S successors and assigns, a security interest in and to all of the PLEDGOR'S right, title and interest in, under or by virtue of the TRADEMARKS, whether now owned or existing or hereafter acquired, and in the products and proceeds thereof. The security interests granted by the PLEDGOR to the LENDER hereunder shall attach to and include all rights to any TRADEMARKS which are subsequently obtained by the PLEDGOR after the date of this AGREEMENT, regardless of whether such TRADEMARKS are listed on Exhibit A or Exhibit B attached hereto.

Section 3. Representations And Warranties. The PLEDGOR represents and warrants that: (a) Exhibit A and Exhibit B attached hereto set forth certain TRADEMARKS owned by the PLEDGOR that were acquired by the PLEDGOR from Mallygirl LLC, each of the TRADEMARKS described on Exhibit A and Exhibit B is to PLEDGOR'S knowledge subsisting, valid, unexpired and enforceable, none of such TRADEMARKS has been adjudged invalid, expired or unenforceable in whole or in part, or is the subject of any proceeding which seeks any of the foregoing, and none of such TRADEMARKS has been abandoned; (b) no claim has been made or threatened to the PLEDGOR that the use of any of the TRADEMARKS infringes upon or violates the rights of any third person; (c) the PLEDGOR is the sole and exclusive owner of the TRADEMARKS, free and clear of any liens, charges and encumbrances other than in favor of the LENDER and the PERMITTED LIENS; (d) the PLEDGOR has the unqualified right to enter into this AGREEMENT and to perform its terms; (e) the PLEDGOR to use for the duration of this AGREEMENT, proper statutory notice and markings in connection with its use of the TRADEMARKS; and (f) upon the completion of all necessary public filings, the liens and security interests granted pursuant to this AGREEMENT will constitute first priority perfected liens on and security interests in the TRADEMARKS in favor of the LENDER subject to certain PERMITTED LIENS. The PLEDGOR agrees that the PLEDGOR shall not grant any other bank, financial institution or other lender, other than the LENDER, a lien or security interest against the TRADEMARKS until such time as all of the OBLIGATIONS have been fully paid and satisfied, unless such other bank, financial institution or other lender executes an intercreditor agreement acknowledging and agreeing that the LENDER holds a first-priority security interest and lien against the TRADEMARKS.

Section 4. Maintenance Of Trademarks: Prosecution Of Applications And Proceedings: Maintenance Of Quality Standards. The PLEDGOR covenants that it will maintain the registration of the TRADEMARKS, and take all actions necessary to maintain, preserve and continue the validity and enforceability of the TRADEMARKS, including but not limited to the filing of applications for renewal, affidavits of use, affidavits of incontestability and institution and maintenance of opposition, concurrent use, interference and cancellation proceedings, and the payment of any and all application, renewal, extension or other fees. The PLEDGOR agrees that the PLEDGOR will prosecute diligently any trademark applications of the TRADEMARKS pending as of the date of this AGREEMENT or thereafter until the OBLIGATIONS shall have been unconditionally paid and satisfied in full, to file and prosecute opposition, concurrent use and cancellation proceedings and to do any and all acts which are necessary or desirable to preserve and maintain all rights in the TRADEMARKS. The PLEDGOR agrees that it will not sell, assign, transfer, convey or encumber its interest in, or grant any license under, any of the TRADEMARKS. The PLEDGOR further agrees not to enter into any agreement which is inconsistent with the PLEDGOR'S obligations under any of the LOAN DOCUMENTS. The PLEDGOR agrees that it will not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would adversely affect the validity or enforcement of the rights transferred to the LENDER under this AGREEMENT. The PLEDGOR agrees that it will not abandon any TRADEMARKS (including applications for TRADEMARKS) without the express written consent of the LENDER. Any expenses incurred by the PLEDGOR in connection with the TRADEMARKS shall be the sole expense of the PLEDGOR. The PLEDGOR covenants to use and require the use of consistent standards of quality in the manufacture of products sold and services rendered under the TRADEMARKS.

Section 5. Rights Upon The Occurrence Of An Event Of Default. Upon the occurrence of an EVENT OF DEFAULT, in addition to all other rights and remedies available under the LOAN DOCUMENTS or under applicable law, including but not limited to the rights of a secured party under the applicable Uniform Commercial Code in effect from time to time, the LENDER shall have the right at any time (but shall have no obligation) to: (a) take exclusive possession and/or place a custodian in exclusive possession of any or all of the TRADEMARKS from time and to time; (b) take, in its name or in the name of the PLEDGOR or otherwise, such actions as the LENDER may, at any time or from time to time, deem necessary to maintain, protect, sell, liquidate, transfer, license, assign or otherwise dispose of or realize upon the TRADEMARKS, upon such terms and conditions as it may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk; (c) use, operate, manage, and control the TRADEMARKS in any lawful manner; and (d) collect and receive all income, revenue, earnings, issues, and profits therefrom. Notice of any sale or other disposition shall be given to the PLEDGOR at least ten (10) days before the time of any intended public sale or of the time after which any intended private sale or other disposition of the TRADEMARKS is to be made, which the PLEDGOR hereby agrees shall be commercially reasonable notice of such sale or other disposition. At any such sale or other disposition, the LENDER may, to the extent permissible under applicable law, purchase the whole or any part of the TRADEMARKS, free from any right of redemption on the part of the PLEDGOR, which right is hereby waived and released to the extent lawfully permitted. The PLEDGOR shall remain liable for any deficiency if the proceeds of any sale or other disposition of the TRADEMARKS are insufficient to pay in full the OBLIGATIONS and all costs and expenses, including reasonable attorneys' fees and disbursements, paid or incurred by the LENDER in collecting any such deficiency. Following the occurrence and during the continuance of an EVENT OF DEFAULT, the PLEDGOR hereby irrevocably and unconditionally authorizes and empowers the LENDER to make, constitute and appoint any officer or agent of the LENDER as the LENDER may select, in its exclusive discretion, as the PLEDGOR'S true and lawful attorney-in-fact, with the power to endorse or sign the PLEDGOR'S name on all applications, documents, papers and instruments necessary for the LENDER or the designee of the LENDER to: (i) own and use the TRADEMARKS; (ii) grant or issue any exclusive or nonexclusive licenses under the TRADEMARKS to

any other person; (iii) assign, license, pledge, convey or otherwise transfer title in or dispose of the TRADEMARKS to any other person on such terms and conditions as the LENDER shall in its sole discretion determine; (iv) demand, sue for compromise, settle and collect and receive payment of and receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any of the TRADEMARKS; (v) commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect or enforce any right in respect of the TRADEMARKS; (vi) defend any suit, action or proceeding brought against the PLEDGOR with respect to any of the TRADEMARKS; (vii) settle, compromise or adjust any of the aforesaid suits, actions or proceedings and, in connection therewith, to give such discharges as the LENDER may deem appropriate; and (viii) do all acts and things which the LENDER deems necessary from time to time to protect, preserve or realize upon the TRADEMARKS and the LENDER'S liens thereon and to effect the intent of this AGREEMENT. The PLEDGOR hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this AGREEMENT, and is intended by the PLEDGOR to be a power of attorney coupled with an interest. All of the LENDER'S rights and remedies with respect to the TRADEMARKS, whether established by this AGREEMENT, by any LOAN DOCUMENT, or by law shall be cumulative and may be exercised singularly or concurrently.

Section 6. No Duty Imposed Upon Lender. The powers conferred upon the LENDER hereunder are solely to protect the interests of the LENDER in the TRADEMARKS and shall not impose any duty upon the LENDER to exercise any such powers.

Section 7. Patent And Trademark Office And Third Parties May Rely Upon Pledgor's Authorizations To Lender. If the LENDER shall elect to exercise any of its rights hereunder following the occurrence and during the continuance of an EVENT OF DEFAULT, the United States Patent and Trademark Office and all other persons and entities shall have the right to rely upon the LENDER'S written statement of the LENDER'S right to sell, assign, license and transfer the TRADEMARKS and the PLEDGOR hereby irrevocably and unconditionally authorizes the United States Patent and Trademark Office and all other persons and entities to recognize such sale by the LENDER either in the PLEDGOR'S name or in the LENDER'S name without the necessity or obligation of the United States Patent and Trademark Office or any other persons and entities to ascertain the existence of any default by the PLEDGOR under the LOAN DOCUMENTS, or any other fact or matter relating to the entitlement of the LENDER to exercise its rights hereunder. PLEDGOR authorizes the LENDER to file financing statements and such other notices and documents in the financing statement records and/or the United States Patent and Trademark Office as are necessary for the LENDER to perfect its security interests against the TRADEMARKS.

Section 8. Notices. Notices that are required or permitted to be delivered hereunder shall be sufficient if in writing and sent to the addresses set forth in the LOAN DOCUMENTS, in the manner and within the time specified in the LOAN DOCUMENTS.

Section 9. Further Assurances. The PLEDGOR shall promptly do, make, execute and deliver all such further and additional acts, things, deeds, assurances, instruments and documents considered reasonably necessary, appropriate or proper by the LENDER to vest in, effectuate assure to the LENDER its rights under this AGREEMENT or in any of the TRADEMARKS. The PLEDGOR hereby constitutes the LENDER its attorney-in-fact to execute and file all such additional instruments and documents for the foregoing purposes, including such filings with the United States Patent And Trademark Office or in any other office or place of public filings as the LENDER deems to be necessary and appropriate, all lawful acts of such attorney being hereby ratified and confirmed; such power, being coupled with an interest, is irrevocable until the OBLIGATIONS have been satisfied in full and there exists no contingent or noncontingent commitment which could give rise to any OBLIGATIONS.

Section 10. Amendment. The terms and conditions of this AGREEMENT may be modified, altered, waived, or amended only by a writing executed by the LENDER consenting to the modification, alteration, waiver, or amendment.

Section 11. Choice Of Law. This AGREEMENT shall be construed according to the laws of the State of Virginia. All parties hereto consent to non-exclusive jurisdiction and venue of the courts of the State of Virginia in any action to enforce, construe or interpret this AGREEMENT.

Section 12. Severability. If any of the provisions of this AGREEMENT are judicially determined to be in conflict with any law of the State of Virginia or otherwise judicially determined to be unenforceable for any reason whatsoever, such provision shall be deemed null and void to the extent of such unenforceability but shall be deemed separable from and shall not invalidate any other provision of this AGREEMENT.

Section 13. Successors And Assigns. The terms, covenants and conditions contained in this AGREEMENT shall inure to the benefit of the LENDER and its successors and assigns, and shall be binding upon the PLEDGOR and its successors and assigns.

Section 14. Waiver Of Jury Trial. The PLEDGOR and the LENDER each agree that any suit, action, or proceeding, whether claim or counterclaim, brought or instituted by either party hereto or any successor or assign of either party hereto, with respect to this AGREEMENT, the LOAN DOCUMENTS, or any other document or agreement which in any way relates, directly or indirectly, to this AGREEMENT, the LOAN DOCUMENTS, the OBLIGATIONS or any event, transaction or occurrence arising out of or in any way connected with this AGREEMENT, the LOAN DOCUMENTS, any of the OBLIGATIONS, or the dealings of the parties with respect thereto, shall be tried only by a court, and not by a jury. **THE PLEDGOR AND THE LENDER HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY SUCH SUIT, ACTION, OR PROCEEDING.**

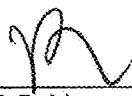
IN WITNESS WHEREOF, the parties have executed this AGREEMENT as of the date first above written with the specific intention of creating an instrument under seal.

WITNESS/ATTEST:

PLEDGOR:

BEAUTY VISIONS LLC,  
a Delaware limited liability company

By: TPR HOLDINGS LLC,  
a Delaware limited liability company, its  
Manager

By:  (SEAL)  
Brian E. Robinson, President

WITNESS/ATTEST:

LENDER:

ESSEX BANK,  
a Virginia banking corporation

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
Barry W. Jones, Senior Vice President

ACKNOWLEDGMENTS

STATE OF New York, CITY/COUNTY OF New York, TO WIT:

I HEREBY CERTIFY, that on this 10<sup>th</sup> day of June, 2015, before me, the undersigned, a Notary Public of the jurisdiction aforesaid, personally appeared BRIAN E. ROBINSON, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, who acknowledged himself to be the PRESIDENT of TPR HOLDINGS LLC, a Delaware limited liability company, and who further acknowledged under oath that he, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained on behalf of TPR HOLDINGS LLC as the PRESIDENT of BEAUTY VISIONS LLC, a Delaware limited liability company.

IN WITNESS My Hand and Notarial Seal.

Miriam L. Cohen (SEAL)  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

MIRIAM L. COHEN  
Notary Public, State of New York  
No. G2005087979  
Qualified in New York County  
Commission Expires Nov. 10, 20 17

STATE OF \_\_\_\_\_, CITY/COUNTY OF \_\_\_\_\_, TO WIT:

I HEREBY CERTIFY, that on this \_\_\_\_ day of June, 2015, before me, the undersigned, a Notary Public of the jurisdiction aforesaid, personally appeared BARRY W. JONES, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, who acknowledged himself to be a SENIOR VICE PRESIDENT of ESSEX BANK, and who further acknowledged that he, being authorized to do so, executed the foregoing instrument for the purposes therein contained on behalf of ESSEX BANK.

IN WITNESS My Hand and Notarial Seal.

\_\_\_\_\_ (SEAL)  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_



WITNESS/ATTEST:

LENDER:

ESSEX BANK,  
a Virginia banking corporation

By:  (SEAL)  
Barfy W. Jones, Senior Vice President

**ACKNOWLEDGMENTS**

STATE OF \_\_\_\_\_, CITY/COUNTY of \_\_\_\_\_, TO WIT:

I HEREBY CERTIFY, that on this \_\_\_\_ day of June, 2015, before me, the undersigned, a Notary Public of the jurisdiction aforesaid, personally appeared BRIAN E. ROBINSON, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, who acknowledged himself to be the PRESIDENT of TPR HOLDINGS LLC, a Delaware limited liability company, and who further acknowledged under oath that he, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained on behalf of TPR HOLDINGS LLC as the PRESIDENT of BEAUTY VISIONS LLC, a Delaware limited liability company.

IN WITNESS My Hand and Notarial Seal.


\_\_\_\_\_  
NOTARY PUBLIC (SEAL)

My Commission Expires: \_\_\_\_\_

STATE OF Virginia, CITY/COUNTY OF Henrico, TO WIT:

I HEREBY CERTIFY, that on this 10 day of June, 2015, before me, the undersigned, a Notary Public of the jurisdiction aforesaid, personally appeared BARRY W. JONES, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, who acknowledged himself to be a SENIOR VICE PRESIDENT of ESSEX BANK, and who further acknowledged that he, being authorized to do so, executed the foregoing instrument for the purposes therein contained on behalf of ESSEX BANK.

IN WITNESS My Hand and Notarial Seal

 (SEAL)  
NOTARY PUBLIC

My Commission Expires: 6/30/18

H. RENAE MOORE  
NOTARY PUBLIC  
Commonwealth of Virginia  
Reg. #148655  
My Commission Expires 6/30/18

**EXHIBIT "A"**

**Schedule Of Trademarks**

Trademark	Country	Serial Number	Registration Number	Registration Date	
Mally	U.S.	85262771	4104454	02/28/12	

Trademark	Country	Serial Number	Registration Number	Registration Date	International Registration Number
Mally	U.S.	78976915	3099460	05/30/06	0959103

Trademark	Country	Serial Number	Registration Number	Registration Date	International Registration Number
Mally	U.S.	76624475	3870730	11/02/10	0959103

Not on APA Schedule

Trademark	Country	Serial Number	Registration Number	Registration Date	
Mally Beauty	U.S.	85262785	4124283	04/10/12	

Trademark	Country	Serial Number	Registration Number	Registration Date	International Registration Number
Mally	U.S.	76624478	3877149	11/16/10	0959104

EXHIBIT "A"

Schedule Of Trademarks

Trademark	Country	Registration Number			
Mally Beauty	Japan	959104			
Mally	European Community	005319942			
Mally	Japan	9991586			
Mallygirl	Japan	9991580			
Mallygirl	Japan	9991578			
Mally Beauty	Japan	9991581			
Mally	Japan	959103			
Mally	Japan	9991589			
Mally	Canada	TMA765999			

EXHIBIT "B"

Schedule Of Trademarks Acquired By Pledgor From Mallygirl LLC

Attached as Exhibit B is a list of domain names and trademarks that were acquired by the PLEDGOR from Mallygirl LLC pursuant to (a) an Asset Purchase Agreement dated as of April 29, 2015, as amended ("APA"), entered into by and between Mallygirl LLC ("SELLER"), as seller, and PLEDGOR, as buyer, and (b) an Order: (1) Approving Asset Purchase Agreement Among the Debtor and the Buyer; (2) Approving Sale of Substantially All Assets Free and Clear of All Liens, Claims, Encumbrances and Other Interests Pursuant to Bankruptcy Code Sections 105, 363(b), (f) and (m); (3) Approving Assumption, Assignment and Sale of Certain Executory Contracts and Unexpired Leases Free and Clear of All Liens, Claims, Encumbrances and Other Interests Pursuant to Bankruptcy Code Sections 363 and 365; (4) Determining the Amounts Necessary to Cure Such Executory Contracts and Unexpired Leases; and (5); Granting Related Relief ("SALE ORDER") that was entered on June 5, 2015 by the United States Bankruptcy Court for the District of Maryland in the SELLER'S chapter 11 bankruptcy case, Case No. 15-15609-JS.

EXHIBIT B  
TO TRADEMARK SECURITY AGREEMENT

**Schedule 3.19**  
**Intellectual Property Rights**

Trademark	Owner	Jurisdiction	Registration No.
Shimmer, Shape & Glow	Seller	US	3,142,666
Lash Illusion	Seller	US	3,136,325
Believable Bronzer	Seller	US	3,113,260
Visible Skin	Seller	US	3,078,198
Get the Last Lash	Seller	US	3,067,200
Citychick	Seller	US	3,161,318
Go the Distance	Seller	US	3,595,832
Mally Beauty	Seller	US	4,124,283
Paint the Town	Seller	US	3,072,560
Life, Love, and a Really Great Lipgloss	Seller	US	3,069,845
Xtra Hold	Seller	US	3,075,260
Light Wand	Seller	US	3,146,027
3 For All	Seller	US	3,149,938
Mally	Seller	US	3,099,460
Mally	Seller	European Community	005319942
Mally Beauty	Seller	Japan	959104
Evercolor	Seller	US	4,471,796
Double Duty	Seller	US	3,683,502
Brow Beauty	Seller	US	3,328,303
Mattewand	Seller	US	3,341,902
Work2Work It	Seller	US	3,286,849
Instant Eyes	Seller	US	3,320,294
Lady Luxe	Seller	US	3,428,733
Eyepopper	Seller	US	3,474,059
Shaping Secret	Seller	US	3,388,886
Evercolor	Seller	US	3,624,110
Mally Shape & Light	Seller	US	3,628,207
Couture Color Custom Blush	Seller	US	3,628,206
Liquid Light Eye Brightener	Seller	US	3,628,205
Lift, Shape & Glow	Seller	US	3,341,882
Smoothskin	Seller	US	3,321,999
Get Cheeky	Seller	US	3,219,660
New Naturals	Seller	US	3,538,953
Perfect Palette	Seller	US	3,424,523
Pro-Tricks	Seller	US	4,401,474
Ultimate Performance Professional	Seller	US	3,861,540

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Trademark	Owner	Jurisdiction	Registration No.
Foundation			
Mally Poreless Perfection	Seller	US	3,861,539
Shineliners	Seller	US	3,341,843
Lip Fence	Seller	US	3,337,873
High Shine Liquid Lipstick	Seller	US	3,424,538
Mally	Seller	China	9991586
Mallygirl	Seller	China	9991580
Mallygirl	Seller	China	9991578
Mally Beauty	Seller	China	9991581
Mally	Seller	Japan	959103
Mally	Seller	China	9991579
Mally	Seller	Canada	TMA765999
Mally	Seller	US	4,104,454
Mally	Seller	US	3,870,730
Mally Beauty	Seller	US	3,877,149
Face Defender	Seller	US	Reg. 4526424
Instant Erase Quick Concealer	Seller	US	Reg. 3800051
Lip Illusion	Seller	US	Reg. 4154596
Mally	Seller	China	App. 9991584 Unpublished Application (Pending)
Mally	Seller	China	Reg. 9991585
Mally	Seller (spelled Malygirl LLC)	Philippines	App. 42013009071 Application (Pending)
Mally Beauty	xian gang na pa jia you xian gong si	China	Reg. 7429344
Mally Beauty	Seller	Community Trademark	Reg. 5319975
Mally Beauty	Seller	China	Reg. 9991582
Mallybeauty	Seller	China	App. 9991583 Unpublished Application (Pending)
Mallygirl	Seller	China	Reg. 9991579
Perfect Prep	Seller	US	Reg. 3873763
Skin Booster	Seller	US	App. 85927624 Published (Pending)
Skindorphin	Seller	US	App. 85927615

**Domain Names**

1. Mallybeauty.com
2. Mallybeauty.net
3. Mallybeauty.xyz

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4. Mallynistas.info
5. Mallynistas.org
6. Mallyroncal.com
7. Mallytv.com
8. Mallytv.net
9. Mallytv.org
10. Trymallybeauty.com

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RECORDED: 08/26/2015

TRADEMARK  
REEL: 005609 FRAME: 0538