

# PATENT ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Patent Security Agreement
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
Private Label Cosmetics, Inc.	03/04/2009
<b>RECEIVING PARTY DATA</b>	
Name:	Marquette Business Credit, Inc.
Street Address:	5910 N. Central Expressway
Internal Address:	Suite1780
City:	Dallas
State/Country:	TEXAS
Postal Code:	75206
<b>PROPERTY NUMBERS Total: 2</b>	
Property Type	Number
Patent Number:	7217417
Application Number:	11551501
<b>CORRESPONDENCE DATA</b>	
Fax Number:	(804)344-7999
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	804-788-8331
Email:	HWRITM@hunton.com
Correspondent Name:	Stephen P. Demm - Hunton & Williams LLP
Address Line 1:	951 East Byrd Street
Address Line 2:	Riverfront Plaza, East Tower
Address Line 4:	Richmond, VIRGINIA 23219-4074
ATTORNEY DOCKET NUMBER:	71531.10
NAME OF SUBMITTER:	Stephen P. Demm
Total Attachments: 4	
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## PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT ("Agreement") dated as of March 4, 2009 is between PRIVATE LABEL COSMETICS, INC., a New Jersey corporation (the "Debtor") and MARQUETTE BUSINESS CREDIT, INC. (the "Secured Party"), pursuant to that certain Loan and Security Agreement dated as of June 13, 2007 (as amended, restated, or otherwise modified, the "Loan Agreement") between the Debtor and the Secured Party (capitalized terms defined by the Loan Agreement wherever used in this Agreement, unless otherwise defined in this Agreement, shall have the meanings specified in the Loan Agreement).

### RECITALS:

Pursuant to the terms of the Loan Agreement, the Debtor has granted to the Secured Party a lien and security interest in all general intangibles of the Debtor including, without limitation, all of the Debtor's right, title, and interest in, to, and under all now owned and hereafter acquired Patents (as defined below) and Patent Licenses (as defined below), and all products and proceeds thereof, to secure the payment of the Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor hereby grants to the Secured Party a lien and continuing security interest in all of the Debtor's right, title, and interest in, to, and under the following (all of the following items or types of property being herein collectively referred to as the "Patent Collateral"), whether presently existing or hereafter created or acquired:

- (1) each patent (the "Patent") and each application for a Patent ("Patent Application"), including, without limitation, each Patent and Patent Application referred to in Schedule 1 annexed hereto, together with any reissues, continuations, divisions, modifications, substitutions, or extensions thereof;
- (2) each Patent License, to the extent allowable under the license agreement, including, without limitation, each Patent License referred to in Schedule 1 annexed hereto; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Debtor against third parties for past, present, or future infringement or breach of any Patent or Patent License, including, without limitation, any Patent or Patent License referred to in Schedule 1 annexed hereto, and any Patent issued pursuant to a Patent Application referred to in Schedule 1 annexed hereto.

The lien and security interest contained in this Agreement is granted in conjunction with the liens and security interests granted to the Secured Party pursuant to the Loan Agreement.

The Debtor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the liens and security interests in the Patent Collateral made and granted

hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and made effective as of the date first written above.

DEBTOR:

PRIVATE LABEL COSMETICS, INC.

By: 

Name: Tim Morris, Jr.

Title: Chairman

SECURED PARTY:

MARQUETTE BUSINESS CREDIT, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

The Debtor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the liens and security interests in the Patent Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and made effective as of the date first written above.

DEBTOR:

PRIVATE LABEL COSMETICS, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SECURED PARTY:

MARQUETTE BUSINESS CREDIT, INC.

By: [Signature]  
Name: Edie C. Conner  
Title: Loan Officer

Schedule 1  
to  
Patent Security Agreement

United States Patent No. 7,217,417, issued May 15, 2007, and any and all inventions of improvements related thereto; and

United States Patent Application No. 11/551,501 filed October 20, 2006, including claims not elected with traverse, and any and all inventions or improvements related thereto.