

## PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Masood Habibi	04/26/2011
RECEIVING PARTY DATA	
Name:	Reza Mohammadi
Street Address:	18429 St. Moritz Drive
City:	Tarzana
State/Country:	CALIFORNIA
Postal Code:	91356
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6725495
CORRESPONDENCE DATA	
Fax Number:	(805)230-1355
Phone:	(805) 230-1350
Email:	alomonaco@socalip.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Mark A. Goldstein
Address Line 1:	SoCal IP Law Group, LLP
Address Line 2:	310 N. Westlake Boulevard, Suite 120
Address Line 4:	Westlake Village, CALIFORNIA 91362
ATTORNEY DOCKET NUMBER:	M048-P12496
NAME OF SUBMITTER:	Mark A. Goldstein
Total Attachments: 12 source=260k lien on Brush patent#page1.tif source=260k lien on Brush patent#page2.tif source=260k lien on Brush patent#page3.tif	

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## SUBORDINATED SECURITY AGREEMENT

**THIS SUBORDINATED SECURITY AGREEMENT** ("Agreement") is entered into as of April 26, 2011, by and between Masood Habibi ("Grantor"), and Reza Mohammadi ("Mohammadi") with reference to the following facts:

- A. Pursuant to the Asset Purchase Agreement dated December 20, 2010, and that certain Amendment to Asset Purchase Agreement dated as of March 8, 2011, each entered into between Maxius, LLC ("Buyer") and QMAX Systems, LLC ("Target"), Buyer has purchased certain assets from Target and has also committed to certain ongoing obligations for the purchase of inventory as more fully defined in the Asset Purchase Agreement (as amended, the "APA").
- B. Buyer and Mohammadi are entering into that *Buyer Note (Secured)*, dated as of even date herewith in the amount of \$200,000 and that Buyer Note (Secured) dated as of even date herewith in the amount of \$60,000 (collectively, the "Note").
- C. Grantor desires to pledge, grant, transfer and assign to Mohammadi a subordinated security interest in the Collateral (as hereinafter defined) to secure payment of the amounts outstanding under the Note ("Obligations").
- D. Grantor is a member of Buyer and is otherwise financially interested in Buyer, and will materially benefit directly and indirectly from the financial accommodations provided by Mohammadi to Buyer.
- E. To induce Mohammadi to make the financial accommodations provided to Buyer pursuant to the Note, Grantor desires to pledge, grant, transfer and assign to Mohammadi a security interest in the Collateral (as hereinafter defined) to secure the Obligations.

NOW THEREFORE, in consideration of the mutual promises, covenants, conditions, representations, and warranties hereinafter set forth and for other good and valuable consideration, the parties hereto mutually agree as follows:

### **1. DEFINITIONS AND CONSTRUCTION.**

**1.1 Definitions.** All initially capitalized terms used herein and not otherwise defined herein shall have the meaning ascribed thereto in the APA. The following terms, as used in this Agreement, have the following meanings:

"Code" means the California Uniform Commercial Code, as amended and supplemented from time to time, and any successor statute.

"Collateral" means: (i) all of Grantor's right, title, and interest in and to each patent and each application for a patent referred to on Schedule A annexed hereto, together with any reissues, continuations, divisions, modifications, substitutions or extensions thereof; (ii) All of Grantor's right, title, and interest in and to the trademarks and trademark registrations listed on Schedule B, attached hereto, and as Schedule B may be updated hereafter from time to time, and rights to renew and extend such trademarks; (iii) With respect to the trademarks and trademark registrations listed on Schedule B, all of Grantor's rights to register trademark claims

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under any state or federal trademark law or regulation of any foreign country and to apply for, renew, and extend the trademark registrations and trademark rights, the right (without obligation) to sue or bring opposition or cancellation proceedings in the name of Grantor or in the name of Mohammadi for past, present, and future infringements of the trademarks, registrations, or trademark rights and all rights (but not obligations) corresponding thereto in the United States and any foreign country, and the associated goodwill; (iv) All of Grantor's right, title, and interest in and to common law trademarks which include "Maxius", "Maxius Beauty", "Maxiglide", "Miniglide", "Maxair", or Adjust-a-Curl"; and (v) all proceeds of any and all of the foregoing (including, without limitation, license royalties and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance, or any indemnity, warranty, or guaranty payable by reason of loss or damage or otherwise with respect to the Collateral.

**1.2 Construction.** Unless the context of this Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, and the term "including" is not limiting. The words "hereof," "herein," "hereby," "hereunder," and other similar terms refer to this Agreement as a whole and not to any particular provision of this Agreement. Any initially capitalized terms used but not defined herein shall have the meaning set forth in the APA. Any reference herein to the APA includes any and all alterations, amendments, extensions, modifications, renewals, or supplements thereto or thereof, as applicable. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against Mohammadi or Grantor, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by Grantor, Mohammadi and their respective counsel, and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of Mohammadi and Grantor.

## **2. GRANT OF SECURITY INTEREST.**

Grantor hereby grants to Mohammadi a junior security interest in all of Buyer's right, title, and interest in and to the Collateral to secure the Obligations. Notwithstanding any provision hereof, the Collateral granted hereunder shall not include any right, title, or interest in, to, or under any patents or patent applications. THIS AGREEMENT AND THE SECURITY INTEREST GRANTED HEREUNDER SHALL BE JUNIOR AND SUBORDINATE IN ALL RESPECTS TO ANY SECURITY INTEREST GRANTED (AT ANY TIME AND FROM TIME TO TIME) TO QMAX SYSTEMS, LLC OR ITS SUCCESSORS AND ASSIGNS, INCLUDING WITHOUT LIMITATION, THAT SECURITY INTEREST GRANTED PURSUANT TO THAT SECURITY AGREEMENT DATED ON OR ABOUT THE DATE HEREOF.

## **3. REPRESENTATIONS, WARRANTIES AND COVENANTS.**

Grantor hereby represents, warrants, and covenants that:

**3.1 Patents.** A true and complete schedule setting forth all patents and patent applications which are intended to constitute the Collateral is set forth on Schedule A.

**3.2 Validity; Enforceability.** Grantor's patents listed on Schedule A are valid and enforceable, and Grantor is not presently aware of any past, present, or prospective claim by any third party that such patents are invalid or unenforceable, or that its use of such patents violates the rights of any third person, or of any basis for any such claims;

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**3.3 Title.** Except as otherwise described in this Agreement, Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the patents set forth on Schedule A, free and clear of any liens, charges, and encumbrances, including pledges, assignments, licenses, shop rights, and covenants by Grantor not to sue third persons;

**3.4 Trademarks.** A true and complete schedule setting forth all federal and state trademark registrations owned or controlled by Grantor and which are intended to constitute the Collateral, together with a summary description and full information in respect of the filing or issuance thereof and expiration dates is set forth on Schedule B. Other than trademarks that are subject to pending federal and state registration, Grantor has no other common law trademarks which include "Maxius", "Maxius Beauty", "Maxiglide", "Miniglide", "Maxair", or Adjust-a-Curl".

**3.5 Validity; Enforceability.** Grantor's trademarks listed on Schedule B are valid and enforceable, and Grantor is not presently aware of any past, present, or prospective claim by any third party that such trademarks are invalid or unenforceable, or that its use of such trademarks violates the rights of any third person, or of any basis for any such claims;

**3.6 Title.** Except as otherwise described in this Agreement, Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the trademarks, and trademark registrations set forth on Schedule A, free and clear of any liens, charges, and encumbrances, including pledges, assignments, licenses, shop rights, and covenants by Grantor not to sue third persons;

**3.7 Perfection of Security Interest.** Except for the filing of a financing statement with the Secretary of State of California and filings with the United States Patent and Trademark Office necessary to perfect the security interests created hereunder, no authorization, approval, or other such action by, and no notice to or filing with, any governmental authority or regulatory body is required either for the grant by Grantor of the security interest hereunder or for the execution, delivery, or performance of this Agreement by Grantor or for the perfection of or the exercise by Mohammadi of its rights hereunder to the Collateral in the United States.

#### **4. AFTER-ACQUIRED TRADEMARK RIGHTS.**

If Grantor shall obtain rights to any new trademark which include "Maxius", "Maxius Beauty", "Maxiglide", "Miniglide", "Maxair", or Adjust-a-Curl", Grantor shall give at least thirty (30) days notice in writing to Mohammadi with respect to any such trademarks. Grantor shall bear any expenses incurred in connection with future trademark registrations of such trademarks and such trademarks shall be deemed included in the Collateral.

#### **5. LITIGATION AND PROCEEDINGS.**

Grantor shall commence and diligently prosecute in its own name, as the real party in interest, for its own benefit, and its own expenses, such suits, administrative proceedings, or other action for infringement or other damages as are in its reasonable business judgment necessary to protect the Collateral. Grantor shall provide to Mohammadi any information with respect thereto reasonably requested by Mohammadi. Mohammadi shall provide at Grantor's expense all necessary cooperation in connection with any such suits, proceedings, or action, including, without limitation, joining as a necessary party. Following Grantor's becoming aware thereof, Grantor shall notify Mohammadi of the institution of, or any adverse determination in, any proceeding in the United States Patent and Trademark Office, or any United States, state, or foreign court regarding each Grantor's claim of

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ownership in any Collateral, its right to apply for any Collateral, or its right to keep and maintain its rights in any of the Collateral.

## 6. POWER OF ATTORNEY.

Grantor grants Mohammadi power of attorney, having the full authority, and in the place of Grantor and in the name of Grantor, from time to time following an Event of Default in Mohammadi's discretion, to take any action and to execute any instrument which Mohammadi may deem necessary to advisable to accomplish the purposes of this Agreement including, without limitation, as may be subject to the provisions of this Agreement: to endorse Grantor's name on all applications, documents, papers and instruments necessary for Mohammadi to use or maintain the Collateral; to ask, demand, collect, sue for, recover, impound, receive, and give acquittance and receipts for money due or to become due under or in respect of any of the Collateral; to file any claims or take any action or institute any proceedings that Mohammadi may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce Mohammadi's rights with respect to any of the Collateral and to assign, pledge, convey, or otherwise transfer title in or dispose of the Collateral to any person.

## 7. EVENTS OF DEFAULT.

Any of the following events shall be an Event of Default:

**7.1 Note.** An event of Default shall occur as defined in the Note;

**7.2 Misrepresentation.** Any representation or warranty made herein by Grantor or in any document furnished to Mohammadi by Grantor under this Agreement is incorrect in any material respect when made or when reaffirmed; and

**7.3 Breach.** If Grantor fails to observe or perform any covenants, condition, or agreement to be observed or performed pursuant to the terms hereof which materially and adversely affects Mohammadi.

## 8. SPECIFIC REMEDIES.

Upon the occurrence of any Event of Default, Mohammadi shall have, in addition to, other rights given by law or in this Agreement or the Note, all of the rights and remedies with respect to the Collateral of a secured party under the Code, including the following:

**8.1 Notification.** Mohammadi may notify licensees to make royalty payments on license agreements directly to Mohammadi;

**8.2 Sale.** Mohammadi may sell or assign the Collateral and associated goodwill at public or private sale for such amounts, and at such time or times as Mohammadi deems advisable. Grantor shall be credited with the net proceeds of such sale only when they are actually received by Mohammadi, and Grantor shall continue to be liable for any deficiency remaining after the Collateral is sold or collected. To the maximum extent permitted by applicable law, Mohammadi may be the purchaser of any or all of the Collateral and associated goodwill at any public sale and shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any public sale, to use and apply all or any part of the Obligations as a credit on account of the purchase price of any Collateral payable by Mohammadi at such sale.



## 9. CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER.

THE VALIDITY OF THIS AGREEMENT, ITS CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT GIVING EFFECT TO ITS CONFLICT OF LAWS PRINCIPLES. THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND FEDERAL COURTS LOCATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, OR, AT THE SOLE OPTION OF MOHAMMADI, IN ANY OTHER COURT IN WHICH MOHAMMADI SHALL INITIATE LEGAL OR EQUITABLE PROCEEDINGS AND WHICH HAS SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY. EACH OF GRANTOR AND MOHAMMADI WAIVES, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 10. GRANTOR AND MOHAMMADI HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THE NOTE OR ANY OF THE TRANSACTIONS CONTEMPLATED THEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. GRANTOR AND MOHAMMADI REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES IT JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

## 10. GENERAL PROVISIONS.

**11.1 Effectiveness.** This Agreement shall be binding and deemed effective when executed by Grantor and Mohammadi.

**11.2 Successors and Assigns.** This Agreement shall bind and inure to the benefit of the respective successors and assigns of each of the parties; provided, however, that Grantor may not assign this Agreement or any rights or duties hereunder without E's prior written consent and any prohibited assignment shall be absolutely void. Mohammadi may assign this Agreement and its rights and duties hereunder and no consent or approval by Grantor is required in connection with any such assignment.

**11.3 Section Headings.** Headings and numbers have been set forth herein for convenience only. Unless the contrary is compelled by the context, everything contained in each section applies equally to this entire Agreement.

**11.4 Interpretation.** Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against Mohammadi or Grantor, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties hereto.

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**11.5 Severability of Provisions.** Each provision of this Agreement shall be severable from every other provision of this Agreement for the purpose of determining the legal enforceability of any specific provision.

**11.6 Amendments in Writing.** This Agreement can only be amended by a writing signed by both Mohammadi and Grantor.

**11.7 Counterparts; Telefacsimile Execution.** This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, and each of which, when executed and delivered, shall be deemed to be an original, and all of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute by one and the same Agreement. Delivery of an executed counterpart of this Agreement by telefacsimile shall be equally as effective as delivery of a manually executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile also shall deliver a manually executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

**11.8 Fees and Expenses.** Grantor shall pay to Mohammadi, on demand all costs and expenses that Mohammadi pays or incurs in connection with the negotiation, preparation, consummation, administration, enforcement, and termination of this Agreement, including; (a) reasonable attorneys' and paralegals' fees and disbursements of counsel to Mohammadi; (b) costs and amendment, supplement, waiver, consent, or subsequent closing in connection with this Agreement and the transactions contemplated hereby; (c) costs and expenses of lien and title searches; (d) taxes, fees, and other charges for filing this Agreement at the United States Patent and Trademark Office, or for filing financing statements, and continuations, and other actions to perfect, protect, and continue the security interest created hereunder; (e) sums paid or incurred to pay any amount or take any action required of Grantor under this Agreement that Grantor fails to take; (f) costs and expenses of preserving and protecting the Collateral; and (g) costs and expenses (including reasonable attorneys' and paralegals' fees and disbursements) paid or incurred to enforce the security interest created hereunder, sell or otherwise realize upon the Collateral, and otherwise enforce the provisions of this Agreement, or to defend any claims made or threatened against Mohammadi arising out of the transactions contemplated hereby (including preparations for the consultations concerning any such matters). The foregoing shall not be construed to limit any other provisions of this Agreement or the Loan Documents regarding costs and expenses to be paid by Grantor. The parties agree that reasonable attorneys' and paralegals' fees and costs incurred in enforcing any judgment are recoverable as a separate item in addition to fees and costs incurred in obtaining the judgment and that the recovery of such attorneys' and paralegals' fees and costs is intended to survive any judgment, and is not to be deemed merged into any judgment.

**11.9 Notices.** Except as otherwise provided herein, all notices, demands, and requests that either party is required or elects to give to the other shall be in writing.

**11.10 Termination by the Mohammadi.** After payment of all Obligations under the Note, Mohammadi shall execute and deliver to Grantor a termination of all of the security interests granted by Grantor hereunder.


**11.11 Integration.** This Agreement, together with the Loan Agreement and other Loan Documents, reflect the entire understanding of the parties with respect to the transactions contemplated hereby and shall not be contradicted or qualified by any other agreement, oral or written, before the date hereof. \



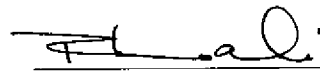


IN WITNESS WHEREOF, the Parties hereto have executed this Subordinated Security Agreement as of the date first above written.

"GRANTOR":

  
\_\_\_\_\_  
Masood Habibi

"MOHAMMADI":

  
\_\_\_\_\_  
Reza Mohammadi





**SCHEDULE A**  
**TO**  
**SECURITY AGREEMENT**

Country/ Jurisdiction	Patent Application No.	Filing Date	Patent No.	Title of Invention
<u>USA</u>	<u>08/540,790</u>	<u>11-OCT-1995</u>	<u>US 5662128</u>	<u>Adjustable Hair Curler and Method of Use</u>
<u>USA</u>	<u>08/929,242</u>	<u>10-SEP-1997</u>	<u>US 5887599</u>	<u>Adjustable Hair Curler and Method of Use</u>
<u>USA</u>	<u>09/131,000</u>	<u>7-AUG-1998</u>	<u>US 5992715</u>	<u>Spray Bottle Lanyard and Method of Attachment</u>
<u>USA</u>	<u>10/237,003</u>	<u>10-SEP-2002</u>	<u>US RE 38713</u>	<u>Heated Hair Styling System</u>
<u>USA</u>	<u>10/390,579</u>	<u>14-JUL-2003</u>	<u>US 7341064</u>	<u>Toothed Heated Hair Styling Device and Method of Manufacture</u>
<u>USA</u>	<u>29/177,850</u>	<u>14-MAR-2003</u>	<u>US D501275</u>	<u>Toothed Heated Hair Styling Device</u>
<u>EPO</u>	<u>98947028.1</u>	<u>09-SEP-1998</u>	<u>EP 1011369</u>	<u>Adjustable Hair Curler and Method of Use</u>
<u>USA</u>	<u>29/221,125</u>	<u>7-JAN-2005</u>	<u>US D516242</u>	<u>Heated Hair Styler</u>
<u>CANADA</u>	<u>2,479,160</u>	<u>14-MAR-2003</u>	<u>2479160</u>	<u>Toothed Heated Hair Styling Device</u>

				<u>And Method Of Manufacture</u>
<u>CHINA P.R.</u>	<u>03809740.0</u>	<u>14-MAR-2003</u>	<u>ZL03809740.0</u>	<u>Toothed Heated Hair Styling Device And Method Of Manufacture</u>
<u>EPO</u>	<u>03716687.3</u>	<u>14-MAR-2003</u>	<u>FILED / PUBLISHED</u>	<u>Toothed Heated Hair Styling Device And Method Of Manufacture</u>
<u>AUSTRALIA</u>	<u>2003220386</u>	<u>14-MAR-2003</u>	<u>2003220386</u>	<u>Toothed Heated Hair Styling Device And Method Of Manufacture</u>
<u>BRAZIL</u>	<u>PI0308469-8</u>	<u>14-MAR-2003</u>	<u>FILED / PENDING</u>	<u>Toothed Heated Hair Styling Device And Method Of Manufacture</u>
<u>MEXICO</u>	<u>4008975</u>	<u>14-MAR-2003</u>	<u>259686</u>	<u>Toothed Heated Hair Styling Device And Method Of Manufacture</u>
<u>EPC</u>	<u>200401215</u>	<u>14-MAR-2003</u>	<u>008217</u>	<u>Toothed Heated Hair Styling Device And Method Of Manufacture</u>
<u>INDIA</u>	<u>3187/DELNP/2004</u>	<u>14-MAR-2003</u>	<u>233365</u>	<u>Toothed Heated Hair Styling Device And Method Of Manufacture</u>
<u>USA</u>	<u>11/526,207</u>	<u>22-SEPT-2006</u>	<u>US 7540289</u>	<u>Hair Styling Device And Method Of Operation</u>
<u>CHINA P.R.</u>	<u>200610138290.1</u>	<u>14-MAR-2003</u>	<u>ZL200610138290.</u>	<u>Toothed Heated Hair Styling Device</u>

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*[Signature]*

			<u>1</u>	<u>And Method Of Manufacture</u>
<u>CHINA P.R.</u>	<u>200610138291.6</u>	<u>14-MAR-2003</u>	<u>200610138291.6</u>	<u>Toothed Heated Hair Styling Device And Method Of Manufacture</u>
<u>RUSSIAN FEDERATION</u>	<u>200401215</u>	<u>14-MAR-2003</u>	<u>008217</u>	<u>Toothed Heated Hair Styling Device And Method Of Manufacture</u>
<u>FRANCE</u>	<u>98947028.1</u>	<u>09-SEP-1998</u>	<u>EP 1011369 (FR)</u>	<u>Adjustable Hair Curler and Method of Use</u>
<u>ITALY</u>	<u>98947028.1</u>	<u>09-SEP-1998</u>	<u>EP 1011369 (IT)</u>	<u>Adjustable Hair Curler and Method of Use</u>
<u>SPAIN</u>	<u>98947028.1</u>	<u>09-SEP-1998</u>	<u>2191968</u>	<u>Adjustable Hair Curler and Method of Use</u>
<u>UNITED KINGDOM</u>	<u>98947028.1</u>	<u>09-SEP-1998</u>	<u>EP 1011369 (UK)</u>	<u>Adjustable Hair Curler and Method of Use</u>
<u>FRANCE</u>	<u>96936326.6</u>	<u>10-OCT-1996</u>	<u>EP 0868129 (FR)</u>	<u>Adjustable Hair Curler and Method of Use</u>
<u>USA</u>	<u>29/321,290</u>	<u>14-JUL-2008</u>	<u>US D604899</u>	<u>Hair Dryer</u>
<u>USA</u>	<u>09/645,963</u>	<u>27-APRIL-2004</u>	<u>US 6,725,495</u>	<u>Adjustable Hair Brush</u>




**SCHEDULE B**  
**TO**  
**SECURITY AGREEMENT**

<i>Serial Number</i>	<i>Registration Number</i>	<i>Work Mark</i>
76384893	2818082	MAXIUS

Including all of Grantor's rights to the following common law trademarks (with respect to which Maxius, LLC may also have an ownership interest):

"Maxius", "Maxius Beauty", "Maxiglide", "Miniglide", "Maxair", or Adjust-a-Curl".



# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

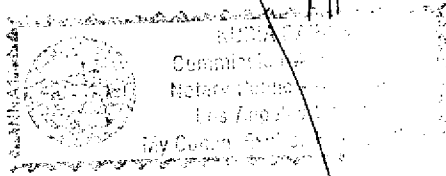
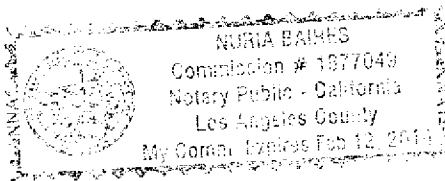
CIVIL CODE § 1189

State of California

County of Los Angeles

On April 21, 2011 before me, Nuria Baines, Notary Public

personally appeared Masood Habib



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Nuria Baines

Signature of Notary Public

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### Description of Attached Document

Title or Type of Document: Subordinated Security Agreement

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_ Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Individual

☐ Individual

☐ Partner — Limited General

☐ Partner — Limited General

☐ Attorney in Fact

☐ Attorney in Fact

☐ Trustee

☐ Trustee

☐ Guardian or Conservator

☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT OF SIGNER

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RIGHT THUMBPRINT OF SIGNER

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