

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
J.A. COSMETICS US, INC.	01/31/2014
RECEIVING PARTY DATA	
Name:	BANK OF MONTREAL, AS ADMINISTRATIVE AGENT
Street Address:	111 WEST MONROE
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	D673326
Application Number:	61828519
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	207545-54
NAME OF SUBMITTER:	KRISTIN BROZOVIC
Signature:	/Kristin Brozovic/
Date:	01/31/2014

Total Attachments: 4

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PATENT SECURITY AGREEMENT

This Patent Security Agreement (this "Patent Security Agreement") is made as of January 31, 2014, by J.A. COSMETICS US, INC., a Delaware corporation ("Grantor"), in favor of BANK OF MONTREAL, in its capacity as Administrative Agent for itself and the other Lender Parties (together with its successors and permitted assigns in such capacity, "Grantee").

WHEREAS, the Grantor holds all right, title and interest in the letter patents, design patents and utility patents listed on the attached Schedule A, which patents are issued or applied for in the United States Patent and Trademark Office (the "Patents");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated January 31, 2014 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Lender Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Patents and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Lender Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations. Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any "intent to use" Trademark application for which a Statement of Use or Amendment to Allege Use, as applicable, has not been filed and accepted with the U.S. Patent and Trademark Office.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event that of any conflict between the terms of this Patent Security Agreement and the Security Agreement, the terms of the Security Agreement shall control.

This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

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IN WITNESS WHEREOF, the Grantor has caused this Patent Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

J.A. COSMETICS US, INC.

By: 

Name: Frank Pisani

Title: Chief Financial Officer

Patent Security Agreement

PATENT
REEL: 032145 FRAME: 0178

SCHEDULE A TO PATENT SECURITY AGREEMENT

Issued Patents

Country	Title	Patent No.	Patent Date	Owner
United States	Makeup Shield	D673,326 S	25-Dec-2012	J.A. Cosmetics US, Inc.

Patent Applications

Country	Title	Application No.	Application Date	Owner
United States	Freestanding Makeup Brush	61/828,519	29-May-2013	J.A. Cosmetics US, Inc.