

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT2709725

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND LIEN PATENT SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
J.A. COSMETICS US, INC.	01/31/2014
RECEIVING PARTY DATA	
Name:	U.S. BANK NATIONAL ASSOCIATION, AS COLLATERAL AGENT
Street Address:	225 ASYLUM STREET
Internal Address:	23RD FLOOR
City:	HARTFORD
State/Country:	CONNECTICUT
Postal Code:	06103
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	D673326
Application Number:	61828519
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	049111-0021
NAME OF SUBMITTER:	ANGELA M. AMARU
Signature:	/s/ Angela M. Amaru

Date:

02/03/2014

Total Attachments: 5

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This instrument, the indebtedness and any other rights and obligations evidenced hereby are subordinate in the manner and to the extent set forth in that certain Subordination and Intercreditor Agreement (the “**Intercreditor Agreement**”) dated as of January 31, 2014 among Bank of Montreal and U.S. Bank National Association, and each holder of this instrument, by its acceptance hereof, shall be bound by the provisions of the Intercreditor Agreement.

SECOND LIEN PATENT SECURITY AGREEMENT

This Second Lien Patent Security Agreement (this “Second Lien Patent Security Agreement”) is made as of January 31, 2014, by J.A. COSMETICS US, INC., a Delaware corporation (“Grantor”), in favor of U.S. BANK NATIONAL ASSOCIATION, in its capacity as Collateral Agent for itself and the other Lender Parties (together with its successors and permitted assigns in such capacity, “Grantee”).

WHEREAS, the Grantor has entered into a Second Lien Pledge and Security Agreement, dated January 31, 2014 (as amended, restated or supplemented from time to time, the “Second Lien Security Agreement”), in favor of Grantee.

NOW, THEREFORE, as collateral security for the payment and performance when due of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby pledges and collaterally assigns to the Grantee for the benefit of the Lender Parties, a continuing security interest in (i) all patents and patent applications (whether established or registered or recorded in the United States or any other country or any political subdivision thereof), including the patents and patent applications listed on Schedule A hereto, together with any and all (ii) rights and privileges arising under applicable Law with respect to use of any patents, (iii) inventions and improvements described and claimed therein, (iv) continuations, divisionals, continuations-in-part, re-examinations, and reissue thereof and improvements thereon, (v) income, fees, royalties, damages, claims and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past, present, or future infringements thereof, and (vi) the right to sue for past, present, and future infringements thereof (collectively, the “Patent Collateral”).

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

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Patent Collateral are more fully set forth in the Second Lien 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 Second Lien Patent Security Agreement and the Second Lien Security Agreement, the terms of the Second Lien Security Agreement shall control.

This Second Lien 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.

This Second Lien Patent Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

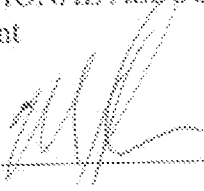
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IN WITNESS WHEREOF, the Grantor has caused this Patent Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

J.A. COSMETICS US, INC.

By: 
Name: Frank Pisani
Title: Chief Financial Officer

Acknowledged and Agreed:
U.S. BANK NATIONAL ASSOCIATION,
as Collateral Agent

By: 
Name: _____
Title: Michael J. ...
Vice President

SCHEDULE A TO SECOND LIEN 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.