

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT2970471

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>SEQUENCE:</b>	2

**CONVEYING PARTY DATA**

Name	Execution Date
COMBE INCORPORATED	08/05/2014

**RECEIVING PARTY DATA**

<b>Name:</b>	U.S. BANK NATIONAL ASSOCIATION
<b>Street Address:</b>	214 N. TYRON STREET
<b>Internal Address:</b>	26TH FLOOR
<b>City:</b>	CHARLOTTE
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	28202

**PROPERTY NUMBERS Total: 20**

Property Type	Number
Application Number:	11934209
Patent Number:	7435269
Patent Number:	6143285
Patent Number:	D466306
Patent Number:	7947090
Patent Number:	7758659
Patent Number:	7578857
Patent Number:	D521243
Patent Number:	6638881
Patent Number:	5624745
Application Number:	13359202
Patent Number:	7312256
Application Number:	61931174
Patent Number:	6818022
Patent Number:	7419510
Patent Number:	6187058
Application Number:	61931167
Patent Number:	8173110
Patent Number:	6818204

PATENT

<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	7097668

**CORRESPONDENCE DATA**

**Fax Number:** (617)502-4041  
*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.*

**Phone:** 6172484041  
**Email:** rconnors@choate.com  
**Correspondent Name:** RACHEL CONNORS  
**Address Line 1:** TWO INTERNATIONAL PLACE  
**Address Line 2:** CHOATE, HALL & STEWART LLP  
**Address Line 4:** BOSTON, MASSACHUSETTS 02110

<b>ATTORNEY DOCKET NUMBER:</b>	2011503-0002
<b>NAME OF SUBMITTER:</b>	RACHEL CONNORS
<b>SIGNATURE:</b>	/rsc/
<b>DATE SIGNED:</b>	08/06/2014

**Total Attachments: 8**  
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GRANT OF  
SECOND LIEN SECURITY INTEREST IN PATENT RIGHTS

This GRANT OF SECOND LIEN SECURITY INTEREST IN PATENT RIGHTS (“Agreement”), effective as of August 5, 2014 is made by Combe Incorporated, a Delaware corporation, with an address at 1101 Westchester Avenue, White Plains, NY 10604 (the “Grantor”), in favor of U.S. Bank National Association, with an address at 214 N. Tryon Street, 26<sup>th</sup> Floor, Charlotte, NC 28202, as administrative agent (in such capacity, the “Administrative Agent”) for the Lenders parties to the Second Lien Credit Agreement, dated as of August 5, 2014 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Combe Incorporated (the “Borrower”), the several banks and other financial institutions or entities from time to time parties thereto (the “Lenders”) and the Administrative Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Second Lien Guarantee and Collateral Agreement, dated as of August 5, 2014, in favor of the Administrative Agent for the ratable benefit of the Secured Parties (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Guarantee and Collateral Agreement”);

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor pledged and granted to the Administrative Agent for the ratable benefit of the Secured Parties a continuing security interest in all Intellectual Property, including the Patents of such Grantor; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees, for the benefit of the Administrative Agent and the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement, as applicable.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a security interest in all of the Grantor’s right, title and interest in and to the Patents (including, without limitation, those items listed on Schedule A hereto) of such Grantor to the Administrative Agent for the ratable benefit of the Secured Parties as collateral security for the

prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations.

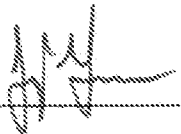
SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

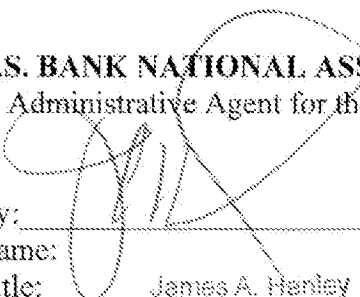
COMBE INCORPORATED

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

Name: Joseph P. Gusmano  
Title: Chief Financial Officer

[Signature Page to Combe Incorporated Patent Security Agreement (Second Lien)]

**U.S. BANK NATIONAL ASSOCIATION,**  
as Administrative Agent for the Secured Parties

By:   
Name: \_\_\_\_\_  
Title: James A. Henley  
Vice President

*[Signature Page to Second Lien Patent Security Agreement]*

**SCHEDULE A**

**U.S. Patents and Patent Applications**

See Attached

Combe Incorporated  
Patents

- U.S. patents and patent applications are owned by Combe Incorporated.

Patent Name	Country	Status	Patent#	Issued	Expires	Application#	Filed
<b>AIR OXIDATION HAIR DYE APPLICATION SYSTEM AND METHOD FOR COLORING HAIR</b>							
	United States	Pending				11/934209	11/02/2007
<b>BISMUTH DYE SYSTEM FOR HUMAN HAIR</b>							
	United States	Registered	7435269	10/14/2008	11/04/2025	11/266,858	11/04/2005
<b>BODY POWDER COMPOSITION</b>							
	United States	Registered	6143285	11/07/2000	06/23/2019	09/338,423	06/23/1999
<b>BRUSH</b>							
	United States	Registered	D466306	12/03/2002	12/03/2016	29/157,045	03/11/2002
<b>CATALYZED AIR OXIDATION HAIR DYE</b>							
	United States	Registered	7947090	05/24/2011	07/30/2027	12/658457	02/04/2010
	United States	Registered	7758659	07/20/2010	07/30/2027	12/310084	07/30/2007
<b>COLOR SHAMPOO FORMULA</b>							
	United States	Registered	7578857	08/25/2009	12/24/2028	12/317503	12/24/2008
<b>COMBINATION BRUSH AND SPATULA</b>							
	United States	Registered	D521243	05/23/2006	05/23/2020	29/227410	04/12/2005



Patent Name	Country	Status	Patent#	Issued	Expires	Application#	Filed
<b>DENTAL ADHESIVE DEVICE AND METHOD FOR PRODUCING SAME</b>							
	United States	Registered	6638881	10/28/2003	12/22/2020	09/747,805	12/22/2000
<b>DENTAL ADHESIVE DEVICE AND METHOD FOR PRODUCING THE SAME</b>							
	United States	Registered	5624745	04/29/1997	06/07/2015	08/476280	06/07/1995
<b>DENTURE ADHESIVE HYDROGEL WITH DRY TACK</b>							
	United States	Pending				13/359202	01/26/2012
<b>DENTURE LINER, DENTURE LINER KIT AND METHOD FOR MAKING A DENTURE LINER (Denture Liner with Adhesive Component)</b>							
	United States	Registered	7312256	12/25/2007	12/25/2015	10/987833	11/12/2004
<b>DEVICE FOR APPLYING DYE TO MEN'S MOUSTACHES, BEARDS AND SIDEBURNS</b>							
	United States	Pending					
<b>GRADUAL HAIRCOLOR COMPOSITIONS AND METHODS OF USING THE SAME</b>							
	United States	Pending				61931174	01/24/2014
<b>HAIR DYE COMPOSITION</b>							
	United States	Registered	6818022	11/16/2004	01/19/2021	10/166116	06/10/2002
<b>HIGH AQUEOUS OXIDATION HAIR COLOR SYSTEM</b>							
	United States	Registered	7419510	09/02/2008	08/05/2025	11/199107	08/05/2005

Patent Name	Country	Status	Patent#	Issued	Expires	Application#	Filed
<b>LOW WATER NO VOLATILE ORGANIC COMPOUND HAIR LIGHTENER AND DYEING COMPOSITION</b>							
	United States	Registered	6187058	02/13/2001	05/20/2018	09/082014	05/20/1998
<b>MULTI-LAMELLAR EMULSION SYSTEMS FOR USE IN HAIRCOLOR FORMULATIONS</b>							
	United States	Pending				61931167	01/24/2014
<b>PRE-SHAVE PREPARATION WITH ENHANCED LUBRICITY</b>							
	United States	Registered	8173110	05/08/2012	08/21/2027	12/954388	11/24/2010
<b>STABLE FOAM FOR USE IN DISPOSABLE WIPE</b>							
	United States	Registered	6818204	11/16/2004	11/16/2016	09/884062	06/20/2001
<b>TEMPORARY HAIR DYE COMPOSITION</b>							
	United States	Registered	7097668	08/29/2006	08/29/2014	20020244275	09/16/2002