

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3167413

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND LIEN SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
PARIS PRESENTS INCORPORATED	12/31/2014

RECEIVING PARTY DATA

Name:	BNP PARIBAS
Street Address:	787 SEVENTH AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10019

PROPERTY NUMBERS Total: 12

Property Type	Number
Patent Number:	D532158
Patent Number:	D532554
Patent Number:	D535438
Patent Number:	D535439
Patent Number:	D558456
Patent Number:	D580178
Application Number:	29492271
Application Number:	29504879
Patent Number:	7165556
Application Number:	14290663
Application Number:	14291919
Application Number:	14257642

CORRESPONDENCE DATA

Fax Number: (703)770-7901

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: 7037707900

Email: fabienne.legrand@pillsburylaw.com

Correspondent Name: PILLSBURY WINTHROP SHAW PITTMAN, LLP

Address Line 1: P.O. BOX 10500

Address Line 4: MCLEAN, VIRGINIA 22102

PATENT

503120805

REEL: 034714 FRAME: 0175

ATTORNEY DOCKET NUMBER:	042802-0000243
NAME OF SUBMITTER:	PATRICK A DOODY
SIGNATURE:	/Patrick A. Doody/
DATE SIGNED:	12/31/2014

Total Attachments: 5

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source=042802-0000243-BNPP-ParisPresents-SecondLienIntellectualPropertySecurityAgreement(Patents)#page3.tif
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of December 31, 2014 (the “**Effective Date**”) between each of the signatories hereto (collectively, the “**Grantor**”) in favor of **BNP PARIBAS**, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) (as defined in the Second Lien Pledge and Security Agreement referred to below).

RECITALS:

WHEREAS, reference is made to that certain Second Lien Pledge and Security Agreement, dated as of December 31, 2014 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Second Lien Pledge and Security Agreement**”), by and among the Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Second Lien Pledge and Security Agreement, the Grantor has (i) as collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under the Collateral (as defined in the Second Lien Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office, and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor and the Collateral Agent agree as follows:

Section 1. Grant of Security. As collateral security for the Secured Obligations, the Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under the following:

(a) All United States patents and certificates of invention, or similar industrial property, design or plant rights, including, but not limited to: (i) all registrations, provisional and applications therefor, including but not limited to those listed on Schedule 1 hereto, (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations therefor, (iii) all rights corresponding thereto throughout the world, (iv) all inventions and improvements described therein, (v) all rights to sue for past, present and future infringements thereof, and (vii) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, “**Patents**”).

Section 2. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

Section 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

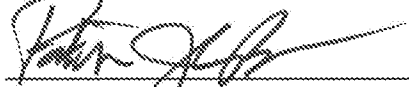
Section 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

Section 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Second Lien Pledge and Security Agreement and the Second Lien Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Second Lien Pledge and Security Agreement and the Second Lien Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Second Lien Pledge and Security Agreement or the Second Lien Credit Agreement, the provisions of the Second Lien Pledge and Security Agreement or the Second Lien Credit Agreement shall govern.

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IN WITNESS WHEREOF, the undersigned has set his hand hereunto as of the date first written above.

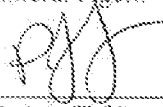
PARIS PRESENTS INCORPORATED

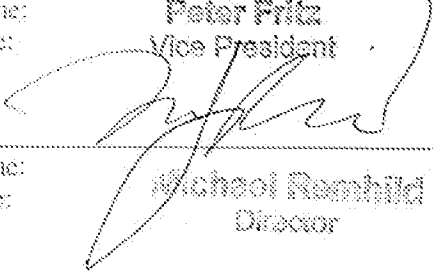
By: 

Name: Patrick J. O'Brien

Title: Chief Executive Officer and President

BNP PARIBAS, as Collateral Agent

By: 
Name: Peter Fritz
Title: Vice President

By: 
Name: Michael Remhild
Title: Director

[Signature page to Second Lien Intellectual Property Security Agreement]

SCHEDULE 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Patents

Patent No.	Title	Filing Date	Pub. Date	Status	Issue Date
D532,158	Monkey Bath Puff	Mar. 7, 2006	Nov. 14, 2006	Issued	Nov. 14, 2006
D532,554	Frog Bath Puff	Mar. 7, 2006	Nov. 21, 2006	Issued	Nov. 21, 2006
D535,438	Poodle Bath Puff	Mar. 7, 2006	Jan. 16, 2007	Issued	Jan. 16, 2007
D535,439	Flamingo Bath Puff	Mar. 7, 2006	Jan. 16, 2007	Issued	Jan. 16, 2007
D558,456	Bath Brush with Removable Brush	Sep. 14, 2006	Jan. 1, 2008	Issued	Jan. 1, 2008
D580,178	Bath Brush with Tapered Bristles	Sep. 14, 2006	Nov. 11, 2008	Issued	Nov. 11, 2008
US 29/492,271	Makeup Brush (Essential Tools makeup brush handles)	May 29, 2014	Not Published	Pending	
US 29/504,879	BRUSH HANDLE	October 10, 2014		Pending	
7,165,556	Composite Handle for Grooming Implements	Nov. 13, 2002	Jun. 19, 2003	Issued	Jan. 23, 2007
US 14/290,663	Hair Brush (ecoTOOLS): (i) Smoothing detangler hair brush; (ii) Styler + Smoother hair brush; and (iii) Sleek + Shine finisher hair brush	May 29, 2014	Not Published	Pending	
US 14/291,919	Hair Brush (ecoTOOLS): O-brush	May 30, 2014	Not Published	Pending	
US 14/257,642	WASHING DEVICE	April 21, 2014		Pending	