

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3575116

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND LIEN PATENT SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
FULLBEAUTY BRANDS, L.P.	10/14/2015
RECEIVING PARTY DATA	
Name:	GOLDMAN SACHS BANK USA, AS SECOND LIEN COLLATERAL AGENT
Street Address:	200 WEST STREET
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10282
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	8337275
Patent Number:	8206196
CORRESPONDENCE DATA	
Fax Number:	
<i>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.</i>	
Email:	michael.barys@thomsonreuters.com
Correspondent Name:	ELAINE CARRERA, LEGAL ASSISTANT
Address Line 1:	80 PINE STREET
Address Line 2:	C/O CAHILL GORDON & REINDAL LLP
Address Line 4:	NEW YORK, NEW YORK 10005
NAME OF SUBMITTER:	ELAINE CARRERA
SIGNATURE:	/Michael Barys/
DATE SIGNED:	10/19/2015
Total Attachments: 6	
source=FullBeauty Brands Second Lien Patent#page1.tif	
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**RECORDATION FORM COVER SHEET
PATENTS ONLY**

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

FullBeauty Brands, L.P.

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) October 14, 2015

- Assignment Merger
 Security Agreement Change of Name
 Joint Research Agreement
 Government Interest Assignment
 Executive Order 9424, Confirmatory License
 Other Second Lien Patent Security Agreement

2. Name and address of receiving party(ies)

Name: Goldman Sachs Bank USA, as Second Lien Collateral Agent

Internal Address: _____

Street Address: 200 West Street

City: New York

State: NY

Country: USA Zip: 10282

Additional name(s) & address(es) attached? Yes No

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

See Schedule A

B. Patent No.(s)

See Schedule A

Additional numbers attached? Yes No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP

80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and patents involved: 2

7. Total fee (37 CFR 1.21(h) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed
 None required (government interest not affecting title)

8. Payment Information

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera
Signature

October 14, 2015
Date

Elaine Carrera
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

SHORT FORM SECOND LIEN PATENT SECURITY AGREEMENT

This SECOND LIEN PATENT SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Patent Security Agreement") dated October 14, 2015, is made by the Persons listed on the signature pages hereof (collectively, the "Grantors") in favor of GOLDMAN SACHS BANK USA ("GS") as Collateral Agent (the "Second Lien Collateral Agent") for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to therein.

WHEREAS, BLACKDOG MERGER CO., INC., a Delaware corporation as the initial borrower thereunder, whose rights and obligations therein will be assigned to and assumed by FULLBEAUTY BRANDS HOLDINGS CORP. (the "Borrower"), BLACKDOG ACQUISITION CO., INC., a Delaware corporation ("Holdings"), GS, as Administrative Agent and Collateral Agent, each Lender from time to time party thereto and each other party thereto have entered into the Second Lien Term Loan Credit Agreement dated as of October 14, 2015 (the "Closing Date") (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lenders have severally agreed to make Loans to the Borrower upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Second Lien Security Agreement dated as of the Closing Date (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in order to induce the Lenders to make Loans.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Second Lien Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Patent Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Second Lien Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the following (the "Second Lien Collateral"):

- (a) the issued and pending Patents (as defined in the Security Agreement) in the United States Patent and Trademark Office set forth in Schedule A hereto.

SECTION 2. Security for Obligations. The grant of a security interest in the Second Lien Collateral by each Grantor under this Patent Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan

Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Patent Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. This Patent Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks record this Patent Security Agreement.

SECTION 4. Execution in Counterparts. This Patent Security Agreement may be executed in any number of 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.

SECTION 5. Grants, Rights and Remedies. This Patent Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Second Lien Collateral Agent with respect to the Second Lien Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Patent Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Governing Law. This Patent Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Severability. In case any one or more of the provisions contained in this Patent Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

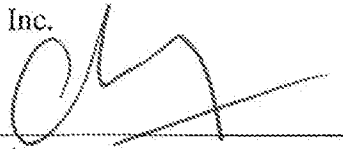
[Signature Pages Follow]

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

FULLBEAUTY BRANDS, L.P.,
as Initial Grantor

By: Jessica London, Inc.
Its: General Partner

By: _____
Name: Catherine Doucet
Title: Secretary and Treasurer

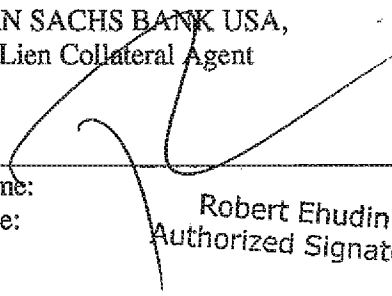


GOLDMAN SACHS BANK USA,
as Second Lien Collateral Agent

By: _____

Name:

Title:


Robert Ehudin
Authorized Signatory

SCHEDULE A

U.S. PATENTS AND PATENT APPLICATIONS

Registered owner/ Grantor	Patent Title	Patent No. or Application No.	Application Date or Registration Date
FullBeauty Brands, L.P.	Custom Fit Bra/Adjustable Bra	8,337,275	12/25/2012
FullBeauty Brands, L.P.	Garment with Wire Support ("Side Wire" Bra)	8,206,196	06/26/2012