

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

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

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Laura Geller Make-Up Studio, Ltd.		07/28/2011	CORPORATION: NEW YORK

**RECEIVING PARTY DATA**

<b>Name:</b>	Israel Discount Bank of New York
<b>Street Address:</b>	511 Fifth Avenue
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10017
<b>Entity Type:</b>	CORPORATION: NEW YORK

**PROPERTY NUMBERS Total: 39**

Property Type	Number	Word Mark
Registration Number:	3706681	ANGLE EYES
Registration Number:	3168706	BALANCE -N- BRIGHTEN
Registration Number:	2949238	BARELY THERE FOUNDATION
Registration Number:	3061202	BEAUTY DEWS
Registration Number:	3644589	BEAUTY INGENUITY
Registration Number:	2956320	BIG APPLE BEAUTY
Registration Number:	3520530	BLUSH -N- BRIGHTEN
Registration Number:	2989610	BRONZE -N- BRIGHTEN
Registration Number:	3245581	BUILDING BLOCKS OF BEAUTY
Registration Number:	3061201	CAULK
Registration Number:	2957850	CHEEK STAY
Registration Number:	3292114	CHEEK SWEEPS
Registration Number:	3064632	COLOR CRAYON
Registration Number:	3143801	CREASE-LESS CONCEALER

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Registration Number:	3366542	DOUBLE EYE APPEAL
Registration Number:	3292139	ETHEREAL ROSE POWDER
Registration Number:	3528801	EYE RIMZ
Registration Number:	3628614	FULL FIGURED LASHES
Registration Number:	3222247	ILLUMINIZING COLOR WASH
Registration Number:	3794184	ING3 COMPLEX
Registration Number:	3527188	LAURA GELLER
Registration Number:	3644608	LAURA GELLER BEAUTY INGENUITY
Serial Number:	77309624	LAURA GELLER RECIPE FOR GORGEOUS
Registration Number:	2977584	LAURA GELLER MAKE-UP
Registration Number:	3103856	LAURA GELLER MAKEUP
Registration Number:	3150060	LAURA GELLER MOISTURE COMPOUND
Registration Number:	3292100	LAURA GELLER TINT HINT
Registration Number:	2465383	N.Y.C. MAKE-UP IN A MINUTE
Serial Number:	78684274	OPTILUSION
Registration Number:	2933064	POWDERED SILK
Registration Number:	3050690	PREP & PAINT
Registration Number:	3942225	REAL DEAL REMEDY STICK
Registration Number:	3922808	RECIPE FOR GORGEOUS
Registration Number:	3965399	SHIMMER DOWN
Registration Number:	2921188	SPARKLE! BY LAURA GELLER
Registration Number:	2952247	THE LIP ARTIST
Registration Number:	3961747	THE PERFECT PAIRING
Registration Number:	3961699	WELCOME MATTE
Registration Number:	3424503	WONDER WAND

**CORRESPONDENCE DATA**

Fax Number: (716)849-0349  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
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Address Line 2: 140 Pearl Street, Suite 100  
Address Line 4: Buffalo, NEW YORK 14202

ATTORNEY DOCKET NUMBER: 051394.00053

NAME OF SUBMITTER:

**TRADEMARK**  
**REEL: 004592 FRAME: 0640**

	Kenneth D. Suzan
Signature:	/Kenneth D. Suzan/
Date:	07/28/2011
<b>Total Attachments: 7</b> source=LGMS TMK SA 7-28-11#page1.tif source=LGMS TMK SA 7-28-11#page2.tif source=LGMS TMK SA 7-28-11#page3.tif source=LGMS TMK SA 7-28-11#page4.tif source=LGMS TMK SA 7-28-11#page5.tif source=LGMS TMK SA 7-28-11#page6.tif source=LGMS TMK SA 7-28-11#page7.tif	

**TRADEMARK SECURITY AGREEMENT**

**THIS AGREEMENT (TRADEMARK)** (this "Agreement"), dated as of July 28, 2011, between LAURA GELLER MAKE-UP STUDIO, LTD., a New York corporation, 1044 Lexington Avenue, New York, NY 10021 (the "Grantor"), and ISRAEL DISCOUNT BANK OF NEW YORK, 511 Fifth Avenue, New York, New York 10017 (the "Secured Party");

**WITNESSETH:**

**WHEREAS** the Grantor has executed and delivered a Security Agreement, dated July \_\_\_\_ 2011 (together with all amendments, supplements, restatements, replacements and other modifications, if any, from time to time made thereto, the "Security Agreement");

**AND WHEREAS** the Grantor is required to execute and deliver this Agreement and to grant to the Secured Party a continuing security interest in all of the Trademark Collateral (as hereinafter defined) to secure all Obligations;

**AND WHEREAS** the Grantor has duly authorized by all necessary corporate and other action on the part of the Grantor 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 each of the Secured Party, as follows:

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 in the Security Agreement.
2. **Grant of Security Interest.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the payment and performance of all Obligations, the Grantor does hereby mortgage, pledge, hypothecate to the Secured Party, and grant to the Secured Party a security interest in all of the Grantor's right, title and interest in and to the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:
  - (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, logos, other source of business identifiers, and designs, now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications therefor, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office, or any equivalent office in any foreign country, including those referred to in Schedule A annexed hereto, and all reissues, extensions or renewals thereof (all of the foregoing items in this clause (a) being collectively called a "Trademark");

- (b) all Trademark licenses and other agreements providing the Grantor with the right to use any items described in clause (a);
- (c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a);
- (d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clauses (a) and (b); and
- (e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration referred to in Schedule A or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.


3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of recording the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office; provided, however, that no security interest or assignment shall be recorded by the Secured Party against the Trademark "Spackle", which Trademark is more fully identified on Exhibit A hereto. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party for the benefit of each of the Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

4. Release of Security Interest. Upon indefeasible payment in full of all Obligations, the Secured Party shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security 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 WITNESS WHEREOF the Grantor hereto has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as the day and year first above written.

LAURA GELLER MAKE-UP STUDIO, LTD.

By:   
Name: LAURA J. GELLER  
Title: PRESIDENT & CEO



# Exhibit A

**LAURA GELLER MAKE-UP STUDIOS, LTD**

Trademark Report by Mark  
Status: ACTIVE

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COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<b>ANGLE EYES</b>							
UNITED STATES	5-0053	10/3/2008	77/584,817	11/3/2009	3,706,681	REGISTERE	03
<b>AT LONG LASH</b>							
UNITED STATES	5-0079	8/26/2010	85/116,090			ALLOWED	03
<b>BALANCE -N- BRIGHTEN</b>							
GERMANY	5-0031DE	2/9/2009	877942		877942	REGISTERE	03
IRELAND	5-0031IE	1/27/2006	877942	1/27/2006	877942	REGISTERE	03
UNITED KINGDOM	5-0031UK	1/27/2006	877942	1/27/2006	877942	REGISTERE	03
UNITED STATES	5-0029	1/12/2006	78/790,061	11/7/2006	3,168,706	REGISTERE	03
WIPO	5-0031			1/27/2006	877942	REGISTERE	03
<b>BARELY THERE FOUNDATION</b>							
UNITED STATES	5-0012	7/30/2003	76/535,835	5/10/2005	2,949,238	REGISTERE	03
<b>BEAUTY DEWS</b>							
UNITED STATES	5-0018	6/23/2004	78/439,775	2/21/2006	3,061,202	REGISTERE	03
<b>BEAUTY INGENUITY</b>							
GERMANY	T00320DE00	7/14/2009	1008676	7/14/2009	1008676	REGISTERE	03
IRELAND	T00320IE00	7/14/2009	1008676	7/14/2009	1008676	REGISTERE	03
UNITED KINGDOM	T00320GB00	7/14/2009	1008676	7/14/2009	1008676	REGISTERE	03
UNITED STATES	5-0048	3/27/2008	77/432,771	6/23/2009	3,644,589	REGISTERE	03
WIPO	5-0069			7/14/2009	1008676	REGISTERE	03
<b>BIG APPLE BEAUTY</b>							
UNITED STATES	5-0016	6/22/2004	78/439,272	5/24/2005	2,956,320	REGISTERE	03
<b>BLUSH-N-BRIGHTEN</b>							
GERMANY	T00326DE00	10/30/2008	984712	10/30/2008	984712	REGISTERE	03
IRELAND	T00326IE00	10/30/2008	984712	10/30/2008	984712	REGISTERE	03
UNITED KINGDOM	T00326GB00	10/30/2008	984712	10/30/2008	984712	REGISTERE	03
UNITED STATES	5-0051	4/29/2008	77/460,397	10/21/2008	3,520,530	REGISTERE	03
WIPO	5-0058			10/30/2008	984712	REGISTERE	03
<b>BRONZE-N-BRIGHTEN</b>							
GERMANY	5-0023DE	9/9/2009	847058			PENDING	003
IRELAND	5-0023IE	11/18/2004	847058	11/18/2004	847058	REGISTERE	003
UNITED KINGDOM	5-0023UK	11/18/2004	847058	11/18/2004	847058	REGISTERE	003
UNITED STATES	5-0019	6/30/2004	78/443,508	8/30/2005	2,989,610	REGISTERE	003
WIPO	5-0023			11/18/2004	847058	REGISTERE	003
<b>BUILDING BLOCKS OF BEAUTY</b>							
UNITED STATES	5-0036	3/8/2006	78/831,883	5/22/2007	3,245,581	REGISTERE	03



COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<b>CAULK</b>							
UNITED STATES	5-0017	6/22/2004	78/439,315	2/21/2006	3,061,201	REGISTERE	03
<b>CHEEK STAY</b>							
UNITED STATES	5-0013	12/5/2003	76/565,789	5/31/2005	2,957,850	REGISTERE	03
<b>CHEEK SWEEPS</b>							
UNITED STATES	5-0035	3/6/2006	78/830,060	9/11/2007	3,292,114	REGISTERE	03
<b>COLOR CRAYON</b>							
UNITED STATES	5-0024	1/26/2005	78/553,973	2/28/2006	3,064,632	REGISTERE	03
<b>CREASE-LESS CONCEALER</b>							
GERMANY	5-0064DE	1/20/2009	994094	1/20/2009	994094	REGISTERE	03
UNITED STATES	5-0033	2/15/2006	78/815,312	9/12/2006	3,143,801	REGISTERE	03
WIPO	5-0064			1/20/2009	994094	REGISTERE	03
<b>DOUBLE EYE APPEAL</b>							
UNITED STATES	5-0043	2/15/2007	77/107,944	1/8/2008	3,366,542	REGISTERE	03
<b>ETHEREAL ROSE POWDER</b>							
UNITED STATES	5-0038	3/23/2006	78/844,479	9/11/2007	3,292,139	REGISTERE	03
<b>EYE RIMZ</b>							
UNITED STATES	5-0047	11/7/2007	77/323,224	11/4/2008	3,528,801	REGISTERE	03
<b>FULL FIGURED LASHES</b>							
UNITED STATES	5-0052	7/15/2008	77/522,102	5/26/2009	3,628,614	REGISTERE	03
<b>ILLUMINIZING COLOR WASH</b>							
UNITED STATES	5-0040	4/4/2006	78/853,086	3/27/2007	3,222,247	REGISTERE	03
<b>ING3 COMPLEX</b>							
UNITED STATES	5-0063	11/20/2008	77/618,344	5/25/2010	3,794,184	REGISTERE	03
<b>LAURA GELLER</b>							
UNITED STATES	5-0050	4/1/2008	77/436,480	11/4/2008	3,527,188	REGISTERE	03
<b>LAURA GELLER BEAUTY INGENUITY (W/DESIGN)</b>							
UNITED STATES	5-0049	4/1/2008	77/436,448	6/23/2009	3,644,608	REGISTERE	03
WIPO	5-0070			7/14/2009	1008743	REGISTERE	03
<b>LAURA GELLER MAKEUP - RECIPE FOR GORGEOUS</b>							
UNITED STATES	5-0046	12/22/2007	77/309,624			ALLOWED	03
<b>LAURA GELLER MAKE-UP (New Design)</b>							
UNITED STATES	5-0011	7/30/2003	76/536,435	7/26/2005	2,977,584	REGISTERE	03
<b>LAURA GELLER MAKEUP (w/red lips)</b>							
CANADA	5-0042	10/19/2006	1,322.023	6/4/2008	715,891	REGISTERE	03
GERMANY	5-0044-DE	4/18/2008	931597	4/18/2008	931597	REGISTERE	03
IRELAND	5-0044-IE	6/27/2007	931597	6/27/2007	931597	REGISTERE	03

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<i>LAURA GELLER MAKEUP (w/Red Lips) continued . . .</i>							
ITALY	5-0044IT	9/10/2009	931597	9/10/2009	931597	REGISTERE	03
JAPAN	5-0071	8/7/2009	2009-060515	6/25/2010	5332936	REGISTERE	03
UNITED KINGDOM	5-0044-GB	6/27/2007	931597	6/27/2007	931597	REGISTERE	03
UNITED STATES	5-0026	6/27/2005	78/658,503	6/13/2006	3,103,856	REGISTERE	03
WIPO	5-0044			6/27/2007	931597	REGISTERE	03
<b>LAURA GELLER MOISTURE COMPOUND</b>							
UNITED STATES	5-0028	10/28/2005	78/742,219	9/26/2006	3,150,060	REGISTERE	03
<b>LAURA GELLER TINT HINT</b>							
UNITED STATES	5-0034	2/22/2006	78/820,404	9/11/2007	3,292,100	REGISTERE	03
<b>N.Y.C. MAKE-UP IN A MINUTE</b>							
UNITED STATES	5-0003	2/7/2000	75/911,217	7/3/2001	2,465,383	REGISTERE	03
<b>OPTILUSION</b>							
UNITED STATES	5-0027	8/3/2005	78/684,274	8/14/2007	3,2180,658	REGISTERE	03
<b>POWDERED SILK</b>							
UNITED STATES	5-0014	2/10/2004	78/365,249	3/15/2005	2,933,064	REGISTERE	03
<b>PREP &amp; PAINT</b>							
UNITED STATES	5-0025	1/28/2005	78/555,593	1/24/2006	3,050,690	REGISTERE	03
<b>REAL DEAL REMEDY STICK</b>							
UNITED STATES	5-0077	6/4/2010	85/054,608	4/5/2011	3,942,225	REGISTERE	03
<b>RECIPE FOR GORGEOUS</b>							
UNITED STATES	5-0078	7/6/2010	85/078,241	2/22/2011	3,922,808	REGISTERE	03
<b>SHIMMER DOWN</b>							
UNITED STATES	5-0080	9/16/2010	85/130,757	5/24/2011	3,965,399	REGISTERE	03
<b>SPACKLE</b>							
UNITED STATES	5-0001	7/16/2001	76/284,943	11/18/2003	2,783,628	REGISTERE	03
<b>SPARKLE! BY LAURA GELLER</b>							
UNITED STATES	5-0010	10/10/2002	76/459,217	1/25/2005	2,921,188	REGISTERE	003
<b>THE LIP ARTIST</b>							
UNITED STATES	5-0006	1/28/2002	76/363,655	5/17/2005	2,952,247	REGISTERE	03
<b>THE PERFECT PAIRING</b>							
UNITED STATES	5-0082	9/29/2010	85/140,571	5/17/2011	3,961,747	REGISTERE	03
<b>WELCOME MATTE</b>							
UNITED STATES	5-0081	9/20/2010	85/133,117	5/17/2011	3,961,699	REGISTERE	03
<b>WONDER WAND</b>							
UNITED STATES	5-0041	4/6/2006	78/855,313	5/6/2008	3,424,503	REGISTERE	03

END OF REPORT

TOTAL ITEMS SELECTED = 67