

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PACIFIC WORLD CORPORATION		07/17/2012	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	LEVINE LEICHTMAN CAPITAL PARTNERS IV, L.P.		
Street Address:	335 NORTH MAPLE DRIVE		
Internal Address:	SUITE 130		
City:	BEVERLY HILLS		
State/Country:	CALIFORNIA		
Postal Code:	90210		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85656538	BROW STUDIO	
Registration Number:	4129903	SENSATIONAIL	
CORRESPONDENCE DATA			
Fax Number:	2138308743		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	213-680-6400		
Email:	kimberley.lathrop@bingham.com		
Correspondent Name:	KIMBERLEY A. LATHROP		
Address Line 1:	355 SOUTH GRAND AVENUE		
Address Line 2:	BINGHAM MCCUTCHEN LLP		
Address Line 4:	LOS ANGELES, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	3006788.344568		
NAME OF SUBMITTER:	Kimberley A. Lathrop		

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Signature:	/Kimberley A. Lathrop/
Date:	08/09/2012
Total Attachments: 5 source=TSA#page1.tif source=TSA#page2.tif source=TSA#page3.tif source=TSA#page4.tif source=TSA#page5.tif	

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement") is made this 17th day of July, 2012, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and LEVINE LEICHTMAN CAPITAL PARTNERS IV, L.P., a Delaware limited partnership (in its capacity as collateral agent for itself and the Holders, the "Secured Party").

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Note Purchase Agreement dated as of October 31, 2011 (as amended from time to time, the "Note Purchase Agreement") by and among the Grantors, the Secured Party and certain other parties thereto from time to time, the Purchasers have agreed, subject to certain terms and conditions, to make or continue, as the case may be, certain financial accommodations available to some or all of the Grantors pursuant to the terms and conditions thereof;

WHEREAS, the Purchasers are willing to make or continue, as the case may be, the financial accommodations as provided for in the Note Purchase Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to the Secured Party, for the benefit of the Holders, that certain Amended and Restated Security Agreement, dated as of October 31, 2011 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to the Secured Party, for the benefit of the Holders, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the Note Purchase Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to the Secured Party, for the benefit of the Holders, continuing security interests in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and rights in and to Intellectual Property Licenses with respect to trademarks to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations, extensions, modifications and renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Secured Party, for the benefit of the Holders, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give notice in writing to the Secured Party as required by the Security Agreement with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 4, Grantors hereby authorize the Secured Party unilaterally amend Schedule I to include future United States registered trademarks or trademark applications of Grantors. Notwithstanding the foregoing, no failure to amend Schedule I shall in any way affect, invalidate or detract from the Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Investment Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

6. SUBORDINATION. Notwithstanding the date, time, method, manner, or order of grant, attachment, or perfection of the liens and security interests created by this Trademark Security Agreement, such liens and security interests shall be junior to all liens and security interests securing any "Senior Obligations" (as such term is defined in that certain Intercreditor and Subordination Agreement dated as of October 31, 2011 among Secured Party, in its capacity as Administrative Agent and Collateral Agent for certain persons, and Agent, as such agreement may be amended or otherwise modified from time to time).

[SIGNATURE PAGE FOLLOWS]

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

GRANTORS:

PACIFIC WORLD CORPORATION,
a California corporation

By: 

Name:

Title:

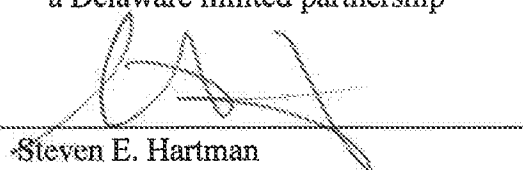
Joseph T. Farago
Chief Operating Officer / Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

**LEVINE LEICHTMAN CAPITAL
PARTNERS, INC.,**
a California corporation

On behalf of **LEVINE LEICHTMAN CAPITAL
PARTNERS IV, L.P.,**
a Delaware limited partnership

By: _____


Steven E. Hartman
Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

TRADEMARK APPLICATIONS

Trademark	Owner	Application Number	Date
BROW STUDIO	Pacific World Corporation	85656538	June 20, 2012

TRADEMARK REGISTRATIONS

Trademark	Owner	Registration Number	Date
SENSATIONAIL	Pacific World Corporation	4129903	April 17, 2012