

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM313243

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BOOM LLC		04/28/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Webster Business Credit Corporation		
Street Address:	360 Lexington Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 24			
Property Type	Number	Word Mark	
Registration Number:	3525285	BODY & BATH 101	
Registration Number:	2791533	BOOM!	
Registration Number:	3509447	HUSTLE	
Registration Number:	3522073	PRETTY POP	
Registration Number:	3395846	RADAR	
Registration Number:	2911622	SIMPLY PRETTY	
Registration Number:	3854255	THE NAIL DOCTOR	
Registration Number:	3445808	TOTAL BROW RX	
Registration Number:	3445810	TOTAL LASH RX	
Registration Number:	3445809	TOTAL LIP RX	
Registration Number:	3310021	TOTAL NAIL RX	
Registration Number:	3464387	WHOLE EARTH BEAUTY & BATH	
Registration Number:	3509648	AACTIVE6 - EXOTICS	
Registration Number:	3871486	ALL DAY LONG	
Registration Number:	3871487	ALL NIGHT LONG	
Registration Number:	3509650	EYE FULL	
Registration Number:	3603525	EYE PROMISE	
Registration Number:	3525367	FACE UP TO IT	
Registration Number:	3525355	FROM YOUR LIPS ...	
TRADEMARK			

OP \$615.00 3525285

Property Type	Number	Word Mark
Registration Number:	3509649	FULLY LOADED
Registration Number:	3603526	LIP CORRECT
Registration Number:	3606867	SEVERE LINE REFINE
Registration Number:	3502726	WELL-IN-HAND
Serial Number:	86025992	WILLOW & TWIG

CORRESPONDENCE DATA

Fax Number:

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.

Email: michael.barys@thomsonreuters.com

Correspondent Name: James Murray

Address Line 1: 4400 Easton Commons Way Suite 125

Address Line 2: CT Lien Solutions

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	James Murray
SIGNATURE:	/Michael Barys TR/
DATE SIGNED:	08/06/2014

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of April 28, 2014, is made by the undersigned (the "Company") to and in favor of WEBSTER BUSINESS CREDIT CORPORATION, a New York corporation ("WBCC"), pursuant to that certain Credit and Security Agreement, dated as of even date herewith, among the Company, as a Borrower thereunder, any other Borrower party thereto, and WBCC individually, as lender thereunder and as agent for itself and each other Lender Party (as defined therein) (WBCC, acting in both such capacities, herein called "Lender") (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; capitalized terms used herein and not defined shall have the meanings ascribed to them in the Credit Agreement).

WITNESSETH:

RECITALS.

A. The Company owns and uses certain Trademarks (as hereinafter defined) which are registered in, or applications for registration of which have been filed in, the United States Patent and Trademark Office, all as more fully described on Schedule I attached hereto and by reference made part hereof; and

B. The Lender Parties propose to make certain loans to the Company pursuant to the Credit Agreement; and

C. Pursuant to the Credit Agreement, the Company has assigned, conveyed, mortgaged, pledged, hypothecated and transferred to the Lender, for its benefit and the ratable benefit of the Lender Parties, all of its right, title and interest in and to, and granted to the Lender, for its benefit and the ratable benefit of the Lender Parties, a security interest in, the property described therein, including, without limitation, all of the Company's Trademarks (as hereinafter defined), whether presently existing or hereafter acquired or arising, or in which the Company now has or hereafter acquires rights and wherever located, and all products and proceeds any of the foregoing, as security for all of the Obligations; and

D. As a condition precedent to the extension of such financial accommodations pursuant to the Credit Agreement and in furtherance of the Credit Agreement, including, without limitation, for purposes of perfecting the security interests granted therein, the Lender has required that the Company grant to the Lender, for its benefit and the ratable benefit of Lender Parties, a security interest in and a collateral assignment of the Property (as hereinafter defined);

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

1. For purposes of this Agreement and in addition to terms defined elsewhere in this Agreement, the following terms shall have the meanings herein specified (such meaning to be equally applicable to both the singular and plural forms of the terms defined):

“Trademarks” means all of the following: (i) all trademarks and service marks, all registrations and recordings thereof, and all applications for trademarks and service marks, including, without limitation registrations, recordings and applications in the office or agency of the United States, any State thereof or any other country or any political subdivision thereof, including, without limitation, those referred to in Schedule I attached hereto, and (ii) all reissues, continuations, continuations-in-part or extensions thereof.

2. As security for the payment and performance of all of the Obligations, the Company hereby grants and conveys a security interest to the Lender, for its benefit and the ratable benefit of the Lender Parties, in, and collaterally assigns to the Lender, for its benefit and the ratable benefit of the Lender Parties, all of the Company's right, title and interest in, to and under the following (collectively, the “Property”): (a) each Trademark now or hereafter owned by the Company or in which the Company now has or hereafter acquires rights and wherever located, including, without limitation, each Trademark referred to in Schedule I hereto and any renewals of registrations thereof; (b) the goodwill of the Company symbolized by the Trademarks; and (c) all products and proceeds of the foregoing, including, without limitation, any claim by the Company against third parties for past, present or future infringement of any Trademark including, without limitation, any Trademark referred to in Schedule I hereto.

3. The Company does hereby further acknowledge and affirm that the representations, warranties and covenants of the Company with respect to the Property and the rights and remedies of the Lender with respect to the security interest in and collateral assignment of the Property made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. This Agreement shall terminate upon termination of the Credit Agreement. At any time and from time to time prior to such termination, the Lender may terminate its security interest in or reconvey to the Company any rights with respect to any or all of the Property. Upon termination of this Agreement and following a request from the Company, the Lender shall, at the expense of the Company, execute and deliver to the Company all deeds, assignments and other instruments as may be necessary or proper in reasonable judgment of the Company in order to evidence such termination, subject to any disposition of the Property which may have been made by the Lender pursuant hereto or pursuant to the Credit Agreement.

5. If at any time before the termination of this Agreement, the Company shall obtain or acquire rights to any new Trademark (including any Trademark application), the provisions of Section 2 shall automatically apply thereto and the Company shall comply with the terms of the Credit Agreement with respect to such new Trademark. The Company authorizes the Lender to modify this Agreement by amending Schedule 1 to

include any future Trademarks (and Trademark applications) covered by Section 2 or by this Section 5.

6. The Company further agrees that (a) neither the Lender nor any Lender Party shall have any obligation or responsibility to protect or defend the Property and the Company shall, at its own expense protect, defend and maintain the same in accordance with the terms and conditions set forth in the Credit Agreement, (b) the Company shall forthwith advise the Lender promptly in writing upon detection of infringements of any of the Property being used in the Company's business and (c) if the Company fails to comply with the requirements of the preceding clause (a), the Lender or any Lender Party may do so in the Company's name or in its own name, but in any case at the Company's expense, and the Company hereby agrees to reimburse the Lender and the Lender Parties for all expenses, including attorneys' fees, incurred by the Lender and the Lender in protecting, defending and maintaining the Property.

7. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the Company has caused this Agreement to be duly executed by its duly authorized officers as of the date first above written.

BOOM LLC


By:  _____

Name: Glenn Marks

Title: Chief Operating Officer

ACKNOWLEDGED AND AGREED
AS OF THE DATE HEREOF

WEBSTER BUSINESS CREDIT CORPORATION

By: 
Name: Kevin Coleman
Title: Vice President

SCHEDULE I

REGISTERED U.S. TRADEMARKS

TRADEMARK	REGISTRATION OR APPLICATION NO.	REGISTRATION OR APPLICATION DATE
Body & Bath 101	3,525,285	10/28/08
Boom! (Class 42)	2,791,533	12/9/03
Hustle	3,509,447	9/30/08
Pretty Pop	3,522,073	10/21/08
Radar	3,395,846	3/11/08
Simply Pretty	2,911,622	12/14/04
The Nail Doctor (UK)	2,470,728	10/26/07
The Lip Doctor (UK)	2,485,342	10/3/08
The Brow Doctor (UK)	2,488,105	5/21/08
The Lash Doctor (UK)	2,488,104	5/21/08
The Nail Doctor (US)	3,854,255	9/28/10
Total Brow Rx	3,445,808	6/10/08
Total Lash Rx	3,445,810	6/10/08
Total Lip Rx	3,445,809	6/10/08
Total Nail Rx	3,310,021	10/9/07
Whole Earth Beauty & Bath	3,464,387	7/8/08
AActive 6 - Exotics	3,509,648	9/30/08
All Day Long	3,871,486	11/2/10
All Night Long	3,871,487	11/2/10
Eye Full	3,509,650	9/30/08
Eye Promise	3,603,525	4/7/09
Face Up To It	3,525,367	10/28/08
From Your Lips...	3,525,355	10/28/08
Fully Loaded	3,509,649	9/30/08
Lip Correct	3,603,526	4/7/09
Severe Line Refine	3,606,867	4/14/09
Well-In-Hand	3,502,726	9/16/08

PENDING U.S. TRADEMARK APPLICATIONS

TRADEMARK	REGISTRATION OR APPLICATION NO.	REGISTRATION OR APPLICATION DATE
Willow & Twig	86025992	8/1/2013