

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM372224

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Partial Release of Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Crestmark Bank		12/02/2015	Bank:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FDS Acquisition, Inc.		
<b>Street Address:</b>	330 Seventh Avenue, 16th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10001		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	0863268	FDS	
<b>Registration Number:</b>	0831204	FDS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6504936811		
<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>			
<b>Phone:</b>	650-461-6125		
<b>Email:</b>	qlu@wsgr.com		
<b>Correspondent Name:</b>	WSGR, c/o Qui Lu, Senior Paralegal		
<b>Address Line 1:</b>	650 Page Mill Road		
<b>Address Line 2:</b>	FH2-1 P12		
<b>Address Line 4:</b>	Palo Alto, CALIFORNIA 94304		
<b>ATTORNEY DOCKET NUMBER:</b>	39375.011		
<b>NAME OF SUBMITTER:</b>	Qui Lu		
<b>SIGNATURE:</b>	/Qui Lu/		
<b>DATE SIGNED:</b>	02/05/2016		
<b>Total Attachments: 4</b>			
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**PARTIAL RELEASE OF  
TRADEMARK SECURITY AGREEMENT**

**THIS PARTIAL RELEASE OF TRADEMARK SECURITY AGREEMENT** (this “Release”), dated as of December 2, 2015, is executed by CRESTMARK BANK (“Crestmark”), in favor of FDS ACQUISITION, INC., a Delaware corporation (“FDS”). All capitalized terms used in this Release and not otherwise defined herein, shall have the respective meanings given to such terms in the Trademark Security Agreement (defined below).

**RECITALS**

A. Pursuant to (i) that certain Guaranty and Security Agreement, dated as of October 19, 2012 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “Security Agreement”) and (ii) that certain Trademark Security Agreement, dated as of October 19, 2012 (the “Trademark Security Agreement”), executed by FDS, Inspired Beauty Brands, Inc., a New York corporation, (“IBB”), and Inspired Beauty Brands Holdings, Inc., a Delaware corporation, (“Holdings”), in favor of Crestmark, FDS, IBB, and Holdings granted to Crestmark a security interest in the Trademark Collateral (defined below).

B. The Trademark Security Agreement was recorded with the Trademark Division of the United States Patent and Trademark Office on October 22, 2012, at Reel/Frame 4885/0598 to evidence the security interest granted under the Trademark Security Agreement.

C. Crestmark agrees to execute this Release in order to evidence the partial release of its security interest solely in the Trademark Collateral owned by FDS specified below.

**AGREEMENT**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Crestmark hereby agrees as follows:

(a) Crestmark expressly releases all of Crestmark’s right, title and interest in, to and under the following owned by FDS (collectively, the “Trademark Collateral”):

- (i) the FDS Trademarks referred to on Schedule I hereto;
- (ii) all renewals and extensions of the foregoing;
- (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark referred to on Schedule I hereto; and
- (iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

(b) Crestmark represents and warrants that it has the full power and authority to execute this Release.

(c) Crestmark authorizes and requests the Trademark Division of the United States Patent and Trademark Office to record this Release.

(d) This Release applies solely to the Trademark Collateral as described above owned by FDS. The Trademark Security Agreement shall continue in full force and effect as among Crestmark, FDS, IBB, and Holdings and against all remaining Trademarks referenced therein.

*[Signature Page Follows]*

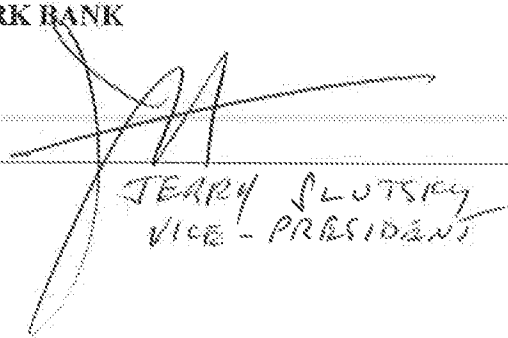
IN WITNESS WHEREOF, Crestmark has executed and delivered this Release as of the day and year first above written.

CRESTMARK BANK

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



JERRY SLUTSKY  
VICE - PRESIDENT

**SCHEDULE I  
TO  
PARTIAL RELEASE OF  
TRADEMARK SECURITY AGREEMENT**

**Trademarks**

I. REGISTERED TRADEMARKS

FDS Acquisition, Inc.

<i>Trademark</i>	<i>Registration No.</i>	<i>Registration Date</i>
FDS	863268	7-Jan-1969
FDS	831204	27-Jun-1967