

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM375017

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Brand Connections, LLC		02/29/2016	LIMITED LIABILITY COMPANY: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Webster Bank, National Association, as agent		
Street Address:	281 Tresser Boulevard		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	a national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4684591	BEAUTY CONNECT	
Registration Number:	4684590	BEAUTY CONNECTIONS	
Registration Number:	4880645	LIFESTYLE SAMPLING & FULFILLMENT	
Registration Number:	4863090	BEAUTIFULU	
Serial Number:	86817789	SHOPPER CONNECT	
Serial Number:	86817810	ESHOPPER CONNECT	
Serial Number:	86875108	SAMPLECONNECT	
CORRESPONDENCE DATA			
Fax Number:	8602758299		
<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>			
Phone:	860-275-8285		
Email:	jscheib@rc.com		
Correspondent Name:	Jacqueline P. Scheib		
Address Line 1:	280 Trumbull Street		
Address Line 2:	Robinson & Cole LLP		
Address Line 4:	Hartford, CONNECTICUT 06103		
NAME OF SUBMITTER:	Jacqueline P. Scheib		
SIGNATURE:	/Jacqueline P. Scheib/		

OP \$190.00 4684591

DATE SIGNED:

03/01/2016

Total Attachments: 4

source=BrandConnectionsTM Agmt Amendment No 1#page1.tif

source=BrandConnectionsTM Agmt Amendment No 1#page2.tif

source=BrandConnectionsTM Agmt Amendment No 1#page3.tif

source=BrandConnectionsTM Agmt Amendment No 1#page4.tif

AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT

This Amendment No. 1 to The Trademark Security Agreement (the "Amendment"), dated February 29, 2016 (the "Effective Date") is between Brand Connections, LLC, a New Jersey limited liability company ("Debtor"), and Webster Bank, National Association, a national banking association, as agent ("Agent" and together with Debtor, the "Parties," and each, a "Party") for itself and for the Secured Parties.

WHEREAS, the Parties entered into that certain Loan and Security Agreement (the "LSA"), dated March 13, 2014 (as amended, restated, supplemented or otherwise modified from time to time) securing Debtor's intellectual property as Collateral to the Agent;

WHEREAS, in furtherance and as confirmation of the security interest granted by Debtor to the Agent under the LSA, and as further security for the payment or performance in full of the Obligations, the Parties entered into a Trademark Security Agreement, dated March 13, 2014 (as the same may be amended, amended and restated, supplemented or otherwise modified from time to time in accordance with its provisions, the "Trademark Security Agreement");

WHEREAS, pursuant to Section 6 of the Trademark Security Agreement, the Parties desire to amend Schedule A of the Trademark Security Agreement; and

WHEREAS, pursuant to Section 9 of the Trademark Security Agreement, the Parties are amending Schedule A of the Trademark Security Agreement.


NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. **Definitions**. Capitalized terms used and not defined in this Amendment have the respective meanings assigned to them in the LSA or Trademark Security Agreement.
2. **Amendments to the Existing Agreement**. Schedule A to the Trademark Security Agreement is hereby amended to incorporate all of the trademarks disclosed on Schedule A attached hereto.
3. **Date of Effectiveness; Limited Effect**. This Amendment will become effective as of the Effective Date. Subject to the LSA and the Trademark Security Agreement, all other terms and conditions of the LSA and Trademark Security Agreement shall remain unmodified and in full force and effect. Without limiting the generality of the foregoing, the amendments contained herein will not be construed as an amendment to or waiver of any other provision of the LSA or Trademark Security Agreement or as a waiver of or consent to any further or future action on the part of either Party that would require the waiver or consent of the other Party.

[next page is the signature page]

IN WITNESS WHEREOF, the Parties have signed this Amendment as of the Effective Date.

BRAND CONNECTIONS, LLC, a New Jersey limited liability company, as Debtor

By: 
Name: Victoria Greiner
Title: COO

WEBSTER BANK, NATIONAL ASSOCIATION,
as Agent

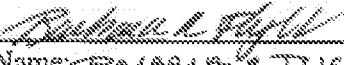
By: _____
Name:
Title:

IN WITNESS WHEREOF, the Parties have signed this Amendment as of the Effective Date.

BRAND CONNECTIONS, LLC, a New Jersey limited liability company, as Debtor

By: _____
Name:
Title:

WEBSTER BANK, NATIONAL ASSOCIATION,
as Agent

By:  _____
Name: BASSEM R ELANT
Title: SENIOR VICE PRESIDENT

SCHEDULE A
to
Amendment No. 1 To Trademark Security Agreement

Debtor: Brand Connections, LLC

Owner	Trademark	Registration Number	Serial Number
Brand Connections, LLC	Beauty Connect	4684591	86320549
Brand Connections, LLC	Beauty Connections	4684590	86320514
Brand Connections, LLC	Lifestyle Sampling & Fulfillment	4880645	86641029
Brand Connections, LLC	beautifulU	4863090	86610679
Brand Connections, LLC	Shopper Connect		86817789
Brand Connections, LLC	eShopper Connect		86817810
Brand Connections, LLC	SampleConnect		86875108