

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM388050

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Kingdom Animalia, LLC		06/14/2016	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Opus Bank		
<b>Street Address:</b>	2101 Rosecrans Avenue, Suite 4280		
<b>City:</b>	El Segundo		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90245		
<b>Entity Type:</b>	Chartered Bank: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 25</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4213482	FEMME ROUGE	
<b>Registration Number:</b>	4198102	FILM NOIR	
<b>Registration Number:</b>	4198490	HIDDEN	
<b>Registration Number:</b>	4205533	ILLUSION	
<b>Registration Number:</b>	4286825	IMMACULATE	
<b>Registration Number:</b>	4198104	SCRIPT	
<b>Registration Number:</b>	4221144	SOLAR TAN	
<b>Registration Number:</b>	2867076	HOURGLASS	
<b>Registration Number:</b>	4941645	AMBIENT LIGHT	
<b>Serial Number:</b>	86350463	AMBIENT	
<b>Serial Number:</b>	86555925	CURATOR	
<b>Serial Number:</b>	86463570	RUNE	
<b>Serial Number:</b>	85512444	TETE DE FEMME	
<b>Serial Number:</b>	86955235	VANISH	
<b>Serial Number:</b>	86963452	OUTSIDE IN	
<b>Serial Number:</b>	86955254	AMBIENT PURE	
<b>Serial Number:</b>	86955272	LANGUAGE	
<b>Serial Number:</b>	86956056	THE GREEN RAY	
<b>Serial Number:</b>	86956071	MAN'S ROSE	
<b>TRADEMARK</b>			

OP \$640.00 4213482

Property Type	Number	Word Mark
Serial Number:	86956084	EARTH AFTER RAIN
Serial Number:	86956093	BEAUTIFUL CREATURE
Serial Number:	86957572	SUNLIGHT THROUGH TREES
Serial Number:	86957634	MAGNET
Serial Number:	86963485	CONFESSION
Serial Number:	87000353	VOYEUR

**CORRESPONDENCE DATA**

**Fax Number:** 8004947512

*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.*

**Phone:** 202-370-4750

**Email:** ipteam@nationalcorp.com

**Correspondent Name:** Darlena Bari Stark

**Address Line 1:** 1025 Vermont Ave NW, Suite 1130

**Address Line 2:** National Corporate Research, Ltd.

**Address Line 4:** Washington, D.C. 20005

**ATTORNEY DOCKET NUMBER:** F163748

**NAME OF SUBMITTER:** Thomas W. Caplis

**SIGNATURE:** /Thomas W. Caplis/

**DATE SIGNED:** 06/15/2016

**Total Attachments: 6**

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**TRADEMARK SECURITY  
AGREEMENT**

**Kingdom Animalia, LLC**

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 14<sup>th</sup> day of June, 2016, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and OPUS BANK, a California commercial bank ("Bank").

**W I T N E S S E T H:**

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and between Kingdom Animalia, LLC, a California limited liability company ( "Borrower"), and Bank, Bank agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Bank is willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Bank that certain Security Agreement, dated as of even date with the Credit Agreement (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 Bank 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 initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Each Grantor hereby unconditionally grants, assigns, and pledges to Bank to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

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

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. **SECURITY FOR SECURED OBLIGATIONS**. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark

Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Bank, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. **SECURITY AGREEMENT**. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Bank pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Bank 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. **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 prompt notice in writing to Bank with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Bank unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Bank's continuing security interest in all Collateral, whether or not listed on Schedule I.

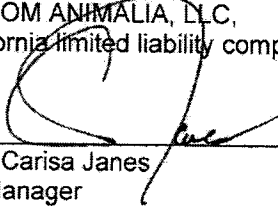
6. **COUNTERPARTS**. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

[SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

KINGDOM ANIMALIA, LLC,  
a California limited liability company

By:   
Name: Carisa Janes  
Title: Manager

ACCEPTED AND ACKNOWLEDGED BY:

BANK:

OPUS BANK,  
a California commercial bank

By:   
Name: Douglas Rosenthal  
Title: Managing Director

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**Trademark Registrations/Applications**

<b>Grantor</b>	<b>Country</b>	<b>Mark</b>	<b>Application No.</b>	<b>Registration No.</b>	<b>App/Reg Date</b>
Kingdom Animalia, LLC	United States	AMBIENT	86350463		Application Date July 28, 2014
Kingdom Animalia, LLC	United States	CURATOR	86555925		Application Date March 6, 2015
Kingdom Animalia, LLC	United States	RUNE	86463570		Application Date November 24, 2014
Kingdom Animalia, LLC	United States	TETE DE FEMME	85512444		Application Date September 4, 2015
Kingdom Animalia, LLC	United States	VANISH	86955235		Application Date March 28, 2016
Kingdom Animalia, LLC	United States	OUTSIDE IN	86963452		Application Date April 4, 2016
Kingdom Animalia, LLC	United States	AMBIENT PURE	86955254		Application Date March 28, 2016
Kingdom Animalia, LLC	United States	LANGUAGE	86955272		Application Date March 28, 2016
Kingdom Animalia, LLC	United States	THE GREEN RAY	86956056		Application Date March 29, 2016
Kingdom Animalia, LLC	United States	MAN'S ROSE	86956071		Application Date March 29, 2016
Kingdom Animalia, LLC	United States	EARTH AFTER RAIN	86956084		Application Date March 29, 2016
Kingdom Animalia, LLC	United States	BEAUTIFUL CREATURE	86956093		Application Date March 29, 2016
Kingdom Animalia, LLC	United States	SUNLIGHT THROUGH TREES	86957572		Application Date March 30, 2016
Kingdom Animalia, LLC	United States	MAGNET	86957634		Application Date March 30, 2016
Kingdom Animalia, LLC	United States	CONFESSION	86963485		Application Date April 4, 2016
Kingdom Animalia, LLC	United States	VOYEUR	87000353		Application Date April 14, 2016
Kingdom Animalia, LLC	United States	FEMME ROUGE	85533076	4213482	Registration Date September 25, 2012

Schedule I  
to Trademark Security Agreement

Grantor	Country	Mark	Application No.	Registration No.	App/Reg Date
Kingdom Animalia, LLC	United States	FILM NOIR	85518443	4198102	Registration Date August 28, 2012
Kingdom Animalia, LLC	United States	HIDDEN	85533087	4198490	Registration Date August 28, 2012
Kingdom Animalia, LLC	United States	ILLUSION	85533111	4205533	Registration Date September 11, 2012
Kingdom Animalia, LLC	United States	IMMACULATE	85512438	4286825	Registration Date February 5, 2013
Kingdom Animalia, LLC	United States	SCRIPT	85518457	4198104	Registration Date August 28, 2012
Kingdom Animalia, LLC	United States	SOLAR TAN	85533121	4221144	Registration Date October 9, 2012
Kingdom Animalia, LLC	United States	HOURGLASS	76086587	2867076	Registration Date July 27, 2004
Kingdom Animalia, LLC	United States	AMBIENT LIGHT	85776917	4941645	Registration Date April 19, 2016
			Reference No.		
Kingdom Animalia, LLC	UAE	HOURGLASS			Registration Date March 28, 2016
Kingdom Animalia, LLC	Australia	HOURGLASS	03.01261.0280.AU		Registration Date April 20, 2012
Kingdom Animalia, LLC	Brazil	HOURGLASS	03.01261.0280.BR		Registration Date September 22, 2015
Kingdom Animalia, LLC	Canada	HOURGLASS	03.01261.0280.CA		Registration Date February 26, 2010
Kingdom Animalia, LLC	China	HOURGLASS	03.01261.0280.CN		Registration Date February 28, 2008
Kingdom Animalia, LLC	European Union	HOURGLASS	03.01261.0280.EM		Registration Date January 9, 2002
Kingdom Animalia, LLC	Korea, South	HOURGLASS	03.01261.0280.KR		Registration Date September 28, 2012
Kingdom Animalia, LLC	Mexico	HOURGLASS	03.01261.0280.MX		Registration Date January 30, 2012
Kingdom Animalia, LLC	Singapore	HOURGLASS	03.01261.0280.SG		Registration Date May 23, 2008
Kingdom Animalia, LLC	Hong Kong	HOURGLASS	03.01261.0280.HK		Registration Date October 24, 2007
Kingdom Animalia, LLC	Japan	HOURGLASS	03.01261.0280.JP		Registration Date August 3, 2007

Schedule I  
to Trademark Security Agreement

**Trade Names**

Hourglass

Hourglass Cosmetics

**Common Law Trademarks**

None

**Trademarks Not Currently In Use**

None

**Trademark Licenses**

1. Licensee: Marquee General Trading LLC, Building 8, Dubai Design District, PO Box 182620 Dubai, UAE; Use: Limited use of Hourglass Trademarks and Trade Dress for the purposes of opening and operating Hourglass Flagship Retail Stores in the UAE.

Schedule I  
to Trademark Security Agreement

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**RECORDED: 06/15/2016**

**TRADEMARK  
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