

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM400811

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BHCosmetics, Inc.		09/30/2016	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	Opus Bank
Street Address:	2101 Rosecrans Avenue
Internal Address:	Suite 4280
City:	El Segundo
State/Country:	CALIFORNIA
Postal Code:	90245
Entity Type:	Commercial Bank: CALIFORNIA

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	86959989	BH
Registration Number:	3906780	BHCOSMETICS
Registration Number:	4436623	BHCOSMETICS
Registration Number:	4951198	BHCOSMETICS
Registration Number:	4703496	BHCOSMETICS
Registration Number:	3906792	BHCOSMETICS
Registration Number:	4922030	FOREVER NUDE
Serial Number:	86634163	ILLUMINATE BY ASHLEY TISDALE
Registration Number:	5004657	POP ART
Registration Number:	4874065	STUDIO PRO

CORRESPONDENCE DATA

Fax Number: 3102822200

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: 615-749-8300

Email: efilings@loeb.com

Correspondent Name: Aleson Clarke

Address Line 1: 10100 Santa Monica Boulevard

Address Line 2: c/o Loeb & Loeb LLP, Suite 2200

TRADEMARK

Address Line 4:	Los Angeles, CALIFORNIA 90067-4120
ATTORNEY DOCKET NUMBER:	226618-10006
NAME OF SUBMITTER:	Aleson Clarke
SIGNATURE:	/Aleson Clarke/
DATE SIGNED:	10/04/2016
Total Attachments: 6 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif source=Trademark Security Agreement#page6.tif	



**TRADEMARK SECURITY
AGREEMENT**

BHCosmetics, Inc.

TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 30 day of September, 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 September 30, 2016 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and between BHCosmetics, Inc., a California corporation ("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 (excluding any United States "intent to use" trademark or servicemark application for which a statement of use has not been filed with the US Patent and Trademark Office or if filed has not been deemed in compliance with applicable law or examined and accepted by the US Patent and Trademark Office) 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:

BHCOSMETICS, INC.,
a California corporation

By: 

Name: Rabat Seferadi

Title: Co

ACCEPTED AND ACKNOWLEDGED BY:

BANK:

OPUS BANK,
a California commercial bank

By: _____

Name: Dianne Prust

Title: Managing Director

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 005895 FRAME: 0375

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:

BHCOSMETICS, INC.,
a California corporation

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

BANK:

OPUS BANK,
a California commercial bank

By: 
Name: Dianne Prust
Title: Managing Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
BHCosmetics, Inc.	USA	bh Circle Logo	86/959,989	March 31, 2016 (filing date)
BHCosmetics, Inc.	USA	BHCOSMETICS	3,906,780	Jan. 11, 2011 (registered)
BHCosmetics, Inc.	USA	BHCOSMETICS	4,436,623	Nov. 19, 2013 (registered)
BHCosmetics, Inc.	USA	BHCOSMETICS	86/764, 798	Feb. 16, 2016 (published)
BHCosmetics, Inc.	USA	bhcosmetics & Design	4,703,496	March 17, 2015 (registered)
BHCosmetics, Inc.	USA	bhcosmetics & Design	3,906,792	Jan. 18, 2011 (registered)
BHCosmetics, Inc.	USA	FOREVER NUDE	4,922,030	Mar. 22, 2016 (registered)
BHCosmetics, Inc.	USA	ILLUMINATED BY ASHLEY TISDALE	86/634,163	Oct. 6, 2015 (publication date)
BHCosmetics, Inc.	USA	POP ART	86/634,155	Oct. 6, 2015 (publication date)
BHCosmetics, Inc.	USA	STUDIO PRO	4874065	Dec. 22, 2015 (registered)
BHCosmetics, Inc.	European Community	bh Circle Logo	015069206	February 2, 2016 (publication dated)
BHCosmetics, Inc.	Australia	BHCosmetics	1280718	
BHCosmetics, Inc.	Canada	BHCosmetics	1,751,842	October 23, 2015 (filing date)
BHCosmetics, Inc.	People's Republic of China	BHCosmetics	1280718	
BHCosmetics, Inc.	Hong Kong	BHCosmetics	303592936	April 13, 2016 (registered)
BHCosmetics, Inc.	Int'l Registration – Madrid Protocol Only	BHCosmetics	1280718	October 30, 2015 (registered)
BHCosmetics, Inc.	Japan	BHCosmetics	1280718	
BHCosmetics, Inc.	Republic of Korea	BHCosmetics	1280718	
BHCosmetics, Inc.	Mexico	BHCosmetics	1280718	
BHCosmetics, Inc.	Switzerland	BHCosmetics	1280718	

Schedule I
to Trademark Security Agreement

TRADEMARK
REEL: 005895 FRAME: 0377

BHCosmetics, Inc.	Turkey	BHCosmetics	1280718	
BHCosmetics, Inc.	Vietnam	BHCosmetics	1280718	
BHCosmetics, Inc.	Australia	ILLUMINATED BY ASHLEY TISDALE	1280499	
BHCosmetics, Inc.	Canada	ILLUMINATED BY ASHLEY TISDALE	1,751,844	Oct. 23, 2015 (filing date)
BHCosmetics, Inc.	Canada	ILLUMINATED BY ASHLEY TISDALE	1,751,844	Oct. 23, 2015(filing)
BHCosmetics, Inc.	People's Republic of China	ILLUMINATED BY ASHLEY TISDALE	1280499	
BHCosmetics, Inc.	European Community	ILLUMINATED BY ASHLEY TISDALE	014573265	Jan. 21, 2016 (registered)
BHCosmetics, Inc.	Hong Kong	ILLUMINATED BY ASHLEY TISDALE	303594259	Nov. 12, 2015 (filing)
BHCosmetics, Inc.	Int'l Registration – Madrid Protocol Only	ILLUMINATED BY ASHLEY TISDALE	1280499	Oct. 30, 2015 (registered)
BHCosmetics, Inc.	Japan	ILLUMINATED BY ASHLEY TISDALE	1280499	
BHCosmetics, Inc.	Republic of Korea	ILLUMINATED BY ASHLEY TISDALE	1280499	
BHCosmetics, Inc.	Switzerland	ILLUMINATED BY ASHLEY TISDALE	1280499	
BHCosmetics, Inc.	Turkey	ILLUMINATED BY ASHLEY TISDALE	1280499	
BHCosmetics, Inc.	Vietnam	ILLUMINATED BY ASHLEY TISDALE	1280499	
BHCosmetics, Inc.	Canada	STUDIO PRO	1,751,471	Oct. 23,2015 (filing)
BHCosmetics, Inc.	European Community	Studio Pro	014738471	Feb. 29, 2016 (registered)

Trade Names

None.

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Trademark Licenses

None.

Schedule I
to Trademark Security Agreement