

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Reborn Beauty, LLC		02/05/2010	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Zohar II 2005-I Limited
<b>Street Address:</b>	32 Avenue of the Americas
<b>Internal Address:</b>	Patriarch Partners LLC
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10013
<b>Entity Type:</b>	CORPORATION: CAYMAN ISLANDS

**PROPERTY NUMBERS Total: 56**

Property Type	Number	Word Mark
Serial Number:	78621231	AGUACEUTICALS
Serial Number:	74586126	BARELY LIPS
Serial Number:	78638822	BE PURE
Serial Number:	75076761	BROW BEATERS
Serial Number:	75814536	CLOUDBURST
Serial Number:	74711995	CLUELESS
Serial Number:	73427963	DOUBLE TALK
Serial Number:	78539217	DOUBLE TALK
Serial Number:	75152649	EYE LIGHTS
Serial Number:	78204436	EYEZING
Serial Number:	74489004	FLASHES
Serial Number:	76350168	GLIMMERATZI
Serial Number:	74490149	GLIDING LINERS

**CH \$1415.00 78621231**

Serial Number:	76342723	GLOWGODDESS
Serial Number:	78324799	HI-FIBER MASCARA
Serial Number:	75250536	HIPLIPS
Serial Number:	75253321	HOT TIPS
Serial Number:	78208544	ICED SHADOW
Serial Number:	78212053	ICED SHADOW
Serial Number:	75683374	IN A SWOOSH
Serial Number:	77379191	IT'S MY JANE-ERATION
Serial Number:	74477946	JANE
Serial Number:	77487177	JANE
Serial Number:	78401104	JANE
Serial Number:	78406303	JANE
Serial Number:	74477947	JANE
Serial Number:	76133142	JANE AND FLOWER DESIGN
Serial Number:	74489749	JANE BLUSHING CHEEKS
Serial Number:	75346227	JANE BY SASSABY
Serial Number:	78768222	JANE NEARLY FOUNDATION
Serial Number:	74489002	JANE OIL FREE FOUNDATION
Serial Number:	77480367	JANE-ERATION
Serial Number:	74660444	JANE'S BRAIN
Serial Number:	74615241	LICKETY STIX
Serial Number:	74489996	LIP HUGGERS
Serial Number:	75682131	LIP KICK
Serial Number:	76364260	LIP SASS
Serial Number:	78177161	LUCKY STAR
Serial Number:	75280233	MANIC CURE
Serial Number:	78555348	MAX LASH2
Serial Number:	77195613	MAX LASH2 PRECISE
Serial Number:	78808110	MAX LIP2
Serial Number:	75497098	MEGA BITES
Serial Number:	76129448	MEGABITES
Serial Number:	75077644	MOON STRUCK
Serial Number:	78510680	MOSAIC
Serial Number:	75802629	MUDVILLE
Serial Number:	74489003	NO SHOW

Serial Number:	78638856	NOT FOR PLAIN JANES
Serial Number:	74615459	ONE LINERS
Serial Number:	75152329	OUTER LIMITS
Serial Number:	75618031	RADIATION
Serial Number:	74224087	SASSABY
Serial Number:	78555355	SHADOW 'N LINE
Serial Number:	78342347	STAY CALM
Serial Number:	76306295	WEATHER WEAR

**CORRESPONDENCE DATA**

Fax Number: (404)581-8330  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (404) 581-8052  
Email: rcampbell@jonesday.com  
Correspondent Name: Richard Campbell  
Address Line 1: 1420 Peachtree St. NE  
Address Line 2: Suite 800  
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	223194-605017
NAME OF SUBMITTER:	Richard U. Campbell
Signature:	/Richard U. Campbell/
Date:	02/26/2010

**Total Attachments: 34**

source=DLI\_6292580\_1\_Jewel of Jane-Reborn Beauty\_ Trademark Assignment (Execution Copy)#page1.tif  
source=DLI\_6292580\_1\_Jewel of Jane-Reborn Beauty\_ Trademark Assignment (Execution Copy)#page2.tif  
source=DLI\_6292580\_1\_Jewel of Jane-Reborn Beauty\_ Trademark Assignment (Execution Copy)#page3.tif  
source=DLI\_6292580\_1\_Jewel of Jane-Reborn Beauty\_ Trademark Assignment (Execution Copy)#page4.tif  
source=DLI\_6292580\_1\_Jewel of Jane-Reborn Beauty\_ Trademark Assignment (Execution Copy)#page5.tif  
source=DLI\_6292580\_1\_Jewel of Jane-Reborn Beauty\_ Trademark Assignment (Execution Copy)#page6.tif  
source=DLI\_6292580\_1\_Jewel of Jane-Reborn Beauty\_ Trademark Assignment (Execution Copy)#page7.tif  
source=DLI\_6292580\_1\_Jewel of Jane-Reborn Beauty\_ Trademark Assignment (Execution Copy)#page8.tif  
source=DLI\_6292580\_1\_Jewel of Jane-Reborn Beauty\_ Trademark Assignment (Execution Copy)#page9.tif  
source=DLI\_6292580\_1\_Jewel of Jane-Reborn Beauty\_ Trademark Assignment (Execution Copy)#page10.tif  
source=DLI\_6292580\_1\_Jewel of Jane-Reborn Beauty\_ Trademark Assignment (Execution Copy)#page11.tif  
source=DLI\_6292580\_1\_Jewel of Jane-Reborn Beauty\_ Trademark Assignment (Execution Copy)#page12.tif  
source=DLI\_6292580\_1\_Jewel of Jane-Reborn Beauty\_ Trademark Assignment (Execution Copy)#page13.tif  
source=DLI\_6292580\_1\_Jewel of Jane-Reborn Beauty\_ Trademark Assignment (Execution Copy)#page14.tif  
source=DLI\_6292580\_1\_Jewel of Jane-Reborn Beauty\_ Trademark Assignment (Execution Copy)#page15.tif  
source=DLI\_6292580\_1\_Jewel of Jane-Reborn Beauty\_ Trademark Assignment (Execution Copy)#page16.tif  
source=DLI\_6292580\_1\_Jewel of Jane-Reborn Beauty\_ Trademark Assignment (Execution Copy)#page17.tif  
source=DLI\_6292580\_1\_Jewel of Jane-Reborn Beauty\_ Trademark Assignment (Execution Copy)#page18.tif  
source=DLI\_6292580\_1\_Jewel of Jane-Reborn Beauty\_ Trademark Assignment (Execution Copy)#page19.tif

**TRADEMARK**

source=DLI\_6292580\_1\_Jewel of Jane-Reborn Beauty\_ Trademark Assignment (Execution Copy)#page20.tif  
source=DLI\_6292580\_1\_Jewel of Jane-Reborn Beauty\_ Trademark Assignment (Execution Copy)#page21.tif  
source=DLI\_6292580\_1\_Jewel of Jane-Reborn Beauty\_ Trademark Assignment (Execution Copy)#page22.tif  
source=DLI\_6292580\_1\_Jewel of Jane-Reborn Beauty\_ Trademark Assignment (Execution Copy)#page23.tif  
source=DLI\_6292580\_1\_Jewel of Jane-Reborn Beauty\_ Trademark Assignment (Execution Copy)#page24.tif  
source=DLI\_6292580\_1\_Jewel of Jane-Reborn Beauty\_ Trademark Assignment (Execution Copy)#page25.tif  
source=DLI\_6292580\_1\_Jewel of Jane-Reborn Beauty\_ Trademark Assignment (Execution Copy)#page26.tif  
source=DLI\_6292580\_1\_Jewel of Jane-Reborn Beauty\_ Trademark Assignment (Execution Copy)#page27.tif  
source=DLI\_6292580\_1\_Jewel of Jane-Reborn Beauty\_ Trademark Assignment (Execution Copy)#page28.tif  
source=DLI\_6292580\_1\_Jewel of Jane-Reborn Beauty\_ Trademark Assignment (Execution Copy)#page29.tif  
source=DLI\_6292580\_1\_Jewel of Jane-Reborn Beauty\_ Trademark Assignment (Execution Copy)#page30.tif  
source=DLI\_6292580\_1\_Jewel of Jane-Reborn Beauty\_ Trademark Assignment (Execution Copy)#page31.tif  
source=DLI\_6292580\_1\_Jewel of Jane-Reborn Beauty\_ Trademark Assignment (Execution Copy)#page32.tif  
source=DLI\_6292580\_1\_Jewel of Jane-Reborn Beauty\_ Trademark Assignment (Execution Copy)#page33.tif  
source=DLI\_6292580\_1\_Jewel of Jane-Reborn Beauty\_ Trademark Assignment (Execution Copy)#page34.tif

## TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** (this "Assignment") is executed and delivered on the date set forth on the signature pages hereto, to be effective as of December 24, 2009, by and among Reborn Beauty, LLC, a Delaware limited liability company ("Reborn"); Zohar II 2005-I Limited ("Zohar"); and Jewel of Jane LLC, a Delaware limited liability company (the "Assignee").

### Recitals

WHEREAS, on June 23, 2009, Reborn and The CIT Group/Commercial Services, Inc. ("CIT") entered into (i) the Financing Agreement ("Financing Agreement") and (ii) certain related documents, including, among others, the Term Loan Promissory Note, the Intellectual Property Security Agreement and the Trademark Security Agreement (collectively with the Financing Agreement, the "Loan Documents");

WHEREAS, pursuant to the Loan Documents, CIT made loans to Reborn, and, as security for those loans, Reborn granted CIT security interests in substantially all of the assets of Reborn (the "Collateral"), including Reborn's right, title and interest in and to Reborn's trademarks (the "Marks");

WHEREAS, by that certain Loan Sale Agreement, dated November 18, 2009, between CIT and Zohar, CIT assigned, conveyed and transferred to Zohar all of CIT's rights and obligations in its capacity as lender under the Loan Documents, including the term loan and all revolving loans made pursuant to the Loan Documents and all Collateral, direct and indirect, securing the obligations arising under the Loan Documents;

WHEREAS, Reborn subsequently defaulted on certain of its obligations under the Loan Documents and Zohar sent a letter on December 10, 2009, notifying Reborn of the events of default and Zohar's election to accelerate all amounts due under the Loan Documents;

WHEREAS, Zohar exercised post-default remedies with respect to the Collateral, including disposing of the Collateral pursuant to the Loan Documents and Section 9-610 of the Uniform Commercial Code (the "UCC"), as adopted in the State of New York and any other applicable jurisdiction (such exercise of remedies, the "Foreclosure");

WHEREAS, Zohar purchased the Collateral pursuant to the Foreclosure; and

WHEREAS, Assignee desires to acquire the Marks and the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

### Agreement

1. Foreclosure. Solely for the purpose of effecting the Foreclosure, Reborn hereby assigns, transfers and conveys to Zohar all of Reborn's worldwide right, title and interest in, to and under the Marks, and the goodwill symbolized thereby and associated therewith, including, without limitation, the Marks identified on Schedule A, and all applications to register the Marks and registrations of and renewals and extensions of the foregoing, for Zohar's own use and enjoyment, and for the use and

enjoyment of Zohar's successors and assigns, together with the right to sue for damages and payments for claims of past, present or future infringement or other unauthorized use of the Marks, if any, and collect the same for Zohar's own use and enjoyment and for the use and enjoyment of Zohar's successors and assigns.

2. Assignment. Immediately following the assignment and conveyance described in the immediately foregoing section of this Assignment, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Zohar hereby (i) terminates and releases all security interests, liens and other encumbrances Zohar may have against the Marks and (ii) sells, assigns, transfers and conveys to Assignee all of Zohar's worldwide right, title and interest in, to and under the Marks, and the goodwill symbolized thereby and associated therewith, including, without limitation, the Marks identified on Schedule A, and all applications to register the Marks and registrations of and renewals and extensions of the foregoing, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors and assigns, together with the right to sue for damages and payments for claims of past, present or future infringement or other unauthorized use of the Marks, if any, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of Assignee's successors and assigns.

3. Recordation. Reborn and Zohar authorize and request the United States Commissioner of Patents and Trademarks and any other similar governmental authority to record Assignee as the assignee and owner of the Marks, and issue any and all registrations thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

4. Further Assurances; Power of Attorney.

a. Reborn and Zohar hereby agree to execute, acknowledge and deliver, upon the request of Assignee, such additional documents as are reasonably necessary to register and otherwise give full effect to, and to perfect the rights of Assignee under, this Assignment in and to the Marks worldwide, including all documents reasonably necessary to register in the name of Assignee the assignment of the Marks with the United States Patent and Trademark Office and, with respect to any equivalent foreign rights, with any other appropriate foreign or international office or registrar. Reborn and Zohar will further provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's reasonable request (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required) in connection with: (a) preparation and prosecution of any application for registration, declaration of use or renewal of a registration covering any of the Marks; (b) prosecution or defense of any interference, opposition, cancellation, domain name proceeding, infringement or other proceedings that may arise in connection with any of the Marks, including, without limitation, testifying as to any facts relating to the Marks assigned herein and this Assignment; (c) obtaining any additional protection for the Marks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or any foreign country; and (d) implementation or perfection of this Assignment.

b. Reborn and Zohar hereby irrevocably constitute and appoint Assignee their true and lawful attorney in fact with full power of substitution, in their place and stead, and in their name or the Assignee's own name, from time to time in the Assignee's discretion, to take any and all appropriate action and to execute, acknowledge and deliver any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Assignment, including, without limitation, to execute, acknowledge and deliver any and all documents and instruments which may be necessary or desirable to register in the name of the Assignee the assignment of the Marks. Reborn and Zohar

acknowledge that the appointment hereby made and the power hereby granted are coupled with an interest and are not and shall not be revocable by any of them in any manner or for any reason.

5. No Use. Reborn, for itself and on behalf of its respective successors and assigns, subsequent to the date hereof, covenants not to use, apply for, or register any of the Marks or use, apply for, or register any variation of the Marks or any word, design, domain name, domain name extension, or logo likely to be similar or confusingly similar with the Marks, for any purpose in the United States or in any foreign country.

6. Subsequent Payments. If any proceeds of any of the Marks or any payment thereon is for any reason received by Reborn or Zohar subsequent to the date hereof, Reborn and Zohar will remit the same to Assignee immediately in the form in which received, together with all necessary assignments and endorsements.

7. Binding Effect. This Assignment will be binding upon Reborn and Zohar and inure to the benefit of Assignee and their respective successors and assigns.

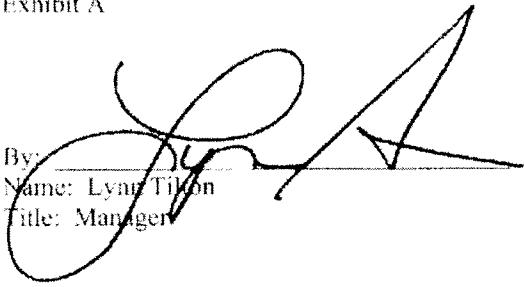
8. Counterparts. This Assignment may be executed in several counterparts, each of which when so executed will be deemed to be an original and all of which will together constitute one and the same agreement.

*- Remainder of Page Intentionally Left Blank -*

*Signature Page Follows*

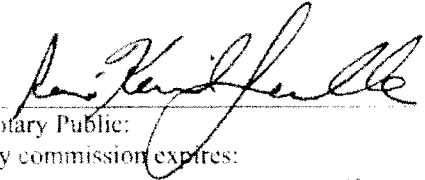
IN WITNESS WHEREOF, this Assignment has been executed on the date set forth below to be effective as of December 24, 2009.

REBORN BEAUTY, LLC, a Delaware limited liability company, by Zohar II 2005-1, Limited, under the Special Power of Attorney dated June 22, 2009 and the Special Power of Attorney June 29, 2009, each granted to The CIT Group/Commercial Services, Inc. and then assigned to Zohar II 2005-1, Limited pursuant to that certain Assignment of Special Powers of Attorney attached hereto as Exhibit A

By:   
Name: Lynn Tilton  
Title: Manager

STATE OF *New York* )  
 ) SS:  
COUNTY OF *New York* )

On this 5<sup>th</sup> day of February, 2010 before me personally appeared Lynn Tilton, known to me to be the Manager of Zohar II 2005-1, Limited, who acknowledged that she signed this instrument as a free act on behalf of Zohar II 2005-1, Limited.

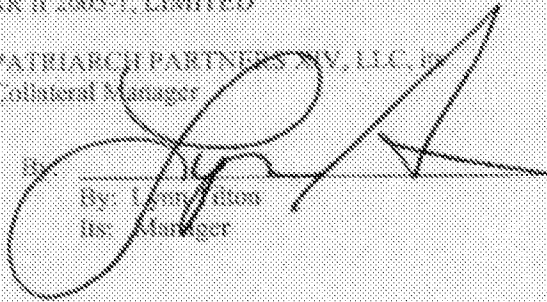
  
Notary Public:  
My commission expires:

**Rene Kamil Serulle**  
Notary Public, State of New York  
No. 01SE6187006  
Qualified in New York County  
Commission Expires May 12, 2012



ZOHAR II 2005-1, LIMITED

By: PATRIARCH PARTNERS XIV, L.L.C. as  
Collateral Manager


By:   
By: Lynn Tilton  
Its: Manager

STATE OF *New York* )

) SS:

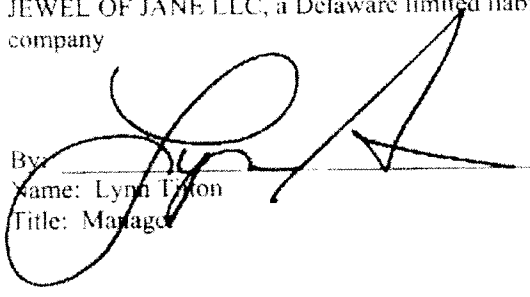
COUNTY OF *New York* )

On this *5th* day of February, 2010 before me personally appeared Lynn Tilton, known to me to be the Manager of Zohar II 2005-1, Limited, who acknowledged that she signed this instrument as a free act on behalf of Zohar II 2005-1, Limited.

  
Notary Public:  
My commission expires:

**Rene Kamil Serulie**  
Notary Public, State of New York  
No. 01SE6187006  
Qualified in New York County  
Commission Expires May 12, 2012

JEWEL OF JANE LLC, a Delaware limited liability company

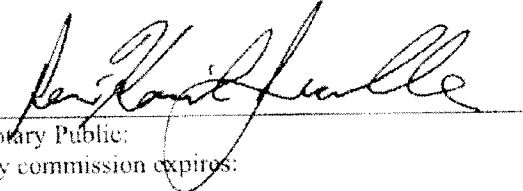
By:   
Name: Lynn Tilton  
Title: Manager

STATE OF *New York* )

) SS:

COUNTY OF *New York* )

On this 5<sup>th</sup> day of February, 2010 before me personally appeared Lynn Tilton, known to me to be the Manager of Jewel of Jane LLC, who acknowledged that she signed this instrument as a free act on behalf of Jewel of Jane LLC.

  
Notary Public:  
My commission expires:

**Rene Kamil Serulle**  
Notary Public, State of New York  
No. 01SE6187006  
Qualified in New York County  
Commission Expires May 12, 2012

**Schedule A**

**Trademarks**

See Attached.

**U.S. Trademark Applications/Registrations (live and dead)**

	Country	Mark	Owner	Appl No.	Reg. No.	Reg. Date	Status
1	U.S.	AGUACEUTICALS	REBORN BEAUTY, LLC 9611 PULASKI PARK DRIVE SUITE 311 BALTIMORE, MARYLAND 21220	78/621,231			PENDING
2	U.S.	BARELY LIPS	REBORN BEAUTY, LLC 9611 PULASKI PARK DRIVE SUITE 311 BALTIMORE, MARYLAND 21220	74/586,126	1973479	05/07/1996	REGISTERED
3	U.S.	BE PURE	REBORN BEAUTY, LLC 9611 PULASKI PARK DRIVE SUITE 311 BALTIMORE, MARYLAND 21220	78/638,822	3299135	09/25/2007	REGISTERED
4	U.S.	BROW BEATERS	Jane & Co., LLC 9611 PULASKI PARK DRIVE SUITE 311 BALTIMORE, MARYLAND 21220	75/076,761	2124281		CANCELLED
5	U.S.	CLOUDBURST	Jane & Co., LLC 9611 PULASKI PARK DRIVE SUITE 311 BALTIMORE, MARYLAND 21220	75/814,536			ABANDONED
6	U.S.	CLUELESS	Jane & Co., LLC 9611 PULASKI PARK DRIVE SUITE 311 BALTIMORE, MARYLAND 21220	74/711,995	2037895		CANCELLED
7	U.S.	DOUBLE TALK	Jane & Co., LLC 9611 PULASKI PARK DRIVE SUITE 311 BALTIMORE, MARYLAND 21220	73/427,963	1282032		CANCELLED
8	U.S.	DOUBLE TALK	REBORN BEAUTY, LLC 9611 PULASKI PARK DRIVE SUITE 311 BALTIMORE, MARYLAND 21220	78/539,217	2998336	09/20/2005	REGISTERED

Country	Mark	Owner	Appl No.	Reg. No.	Reg. Date	Status
9	U.S. EYE LIGHTS	Jane & Co., LLC 9611 PULASKI PARK DRIVE SUITE 311 BALTIMORE, MARYLAND 21220	75/152,649	2151390	04/14/1998	CANCELLED
10	U.S. EYEZING	REBORN BEAUTY, LLC 9611 PULASKI PARK DRIVE SUITE 311 BALTIMORE, MARYLAND 21220	78/204,436	2877115	08/24/2004	REGISTERED
11	U.S. FLASHES	Jane & Co., LLC 9611 PULASKI PARK DRIVE SUITE 311 BALTIMORE, MARYLAND 21220	74/489,004	1920649		CANCELLED
12	U.S. GLIMMERATZI	Jane & Co., LLC 9611 PULASKI PARK DRIVE SUITE 311 BALTIMORE, MARYLAND 21220	76/350,168			ABANDONED
13	U.S. GLIDING LINERS	REBORN BEAUTY, LLC 9611 PULASKI PARK DRIVE SUITE 311 BALTIMORE, MARYLAND 21220	74/490,149	1926235	10/10/1995	REGISTERED
14	U.S. GLOWGODDESS	REBORN BEAUTY, LLC 9611 PULASKI PARK DRIVE SUITE 311 BALTIMORE, MARYLAND 21220	76/342,723	2725663	06/10/2003	REGISTERED
15	U.S. HI-FIBER MASCARA	REBORN BEAUTY, LLC 9611 PULASKI PARK DRIVE SUITE 311 BALTIMORE, MARYLAND 21220	78/324,799	2899947	11/02/2004	REGISTERED
16	U.S. HIPLIPS	Jane & Co., LLC 9611 PULASKI PARK DRIVE SUITE 311 BALTIMORE, MARYLAND 21220	75/250,536	2158577		CANCELLED
17	U.S. HOT TIPS	REBORN BEAUTY, LLC 9611 PULASKI PARK DRIVE SUITE 311 BALTIMORE, MARYLAND 21220	75/253,321	2217756	01/12/1999	CANCELLED
18	U.S. ICED SHADOW	REBORN BEAUTY, LLC 9611 PULASKI PARK DRIVE SUITE 311 BALTIMORE, MARYLAND 21220	78/208,544	2788993	12/02/2003	REGISTERED

	Country	Mark	Owner	Appl No.	Reg. No.	Reg. Date	Status
19	U.S.	ICED SHADOW	REBORN BEAUTY, LLC 9611 PULASKI PARK DRIVE SUITE 311 BALTIMORE, MARYLAND 21220	78/212,053	2789008	12/02/2003	REGISTERED
20	U.S.	IN A SWOOSH	REBORN BEAUTY, LLC 9611 PULASKI PARK DRIVE SUITE 311 BALTIMORE, MARYLAND 21220	75/683,374	2618523	09/10/2002	CANCELLED
21	U.S.	IT'S MY JANE- ERATION	REBORN BEAUTY, LLC 9611 PULASKI PARK DRIVE SUITE 311 BALTIMORE, MARYLAND 21220	77/379,191			PENDING
22	U.S.	JANE	REBORN BEAUTY, LLC 9611 PULASKI PARK DRIVE SUITE 311 BALTIMORE, MARYLAND 21220	74/477,946	1997324	08/27/1996	REGISTERED
23	U.S.	JANE	REBORN BEAUTY, LLC 9611 PULASKI PARK DRIVE SUITE 311 BALTIMORE, MARYLAND 21220	77/487,177			PENDING
24	U.S.	JANE	REBORN BEAUTY, LLC 9611 PULASKI PARK DRIVE SUITE 311 BALTIMORE, MARYLAND 21220	78/401,104			ABANDONED
25	U.S.	JANE	REBORN BEAUTY, LLC 9611 PULASKI PARK DRIVE SUITE 311 BALTIMORE, MARYLAND 21220	78/406,303			PENDING
26	U.S.	JANE (STYLIZED)	Jane & Co., LLC 9611 PULASKI PARK DRIVE SUITE 311 BALTIMORE, MARYLAND 21220	74/477,947	1962307	03/12/1996	CANCELLED
27	U.S.	JANE AND FLOWER DESIGN	Jane & Co., LLC 9611 PULASKI PARK DRIVE SUITE 311 BALTIMORE, MARYLAND 21220	76/133,142			ABANDONED

Country	Mark	Owner	Appl No.	Reg. No.	Reg. Date	Status
U.S.	JANE BLUSHING CHEEKS	REBORN BEAUTY, LLC 9611 PULASKI PARK DRIVE SUITE 311 BALTIMORE, MARYLAND 21220	74/489,749	1922801	09/26/1995	REGISTERED
U.S.	JANE BY SASSABY	REBORN BEAUTY, LLC 9611 PULASKI PARK DRIVE SUITE 311 BALTIMORE, MARYLAND 21220	75/346,227	2193693	10/06/1998	CANCELLED
U.S.	JANE NEARLY FOUNDATION	REBORN BEAUTY, LLC 9611 PULASKI PARK DRIVE SUITE 311 BALTIMORE, MARYLAND 21220	78/768,222	3360623	12/26/2007	REGISTERED
U.S.	JANE OIL FREE FOUNDATION	REBORN BEAUTY, LLC 9611 PULASKI PARK DRIVE SUITE 311 BALTIMORE, MARYLAND 21220	74/489,002	1922800	09/26/1995	REGISTERED
U.S.	JANE-ERATION	REBORN BEAUTY, LLC 9611 PULASKI PARK DRIVE SUITE 311 BALTIMORE, MARYLAND 21220	77/480,367			PENDING
U.S.	JANE'S BRAIN	Jane & Co., LLC 9611 PULASKI PARK DRIVE SUITE 311 BALTIMORE, MARYLAND 21220	74/660,444	2289136	10/26/1999	CANCELLED
U.S.	LICKETY STIX	Jane & Co., LLC 9611 PULASKI PARK DRIVE SUITE 311 BALTIMORE, MARYLAND 21220	74/615,241	2044431	03/11/1997	CANCELLED
U.S.	LIP HUGGERS	REBORN BEAUTY, LLC 9611 PULASKI PARK DRIVE SUITE 311 BALTIMORE, MARYLAND 21220	74/489,996	1932264	10/31/1995	REGISTERED
U.S.	LIP KICK	REBORN BEAUTY, LLC 9611 PULASKI PARK DRIVE SUITE 311 BALTIMORE, MARYLAND 21220	75/682,131	2579249	06/11/2002	REGISTERED

TRADEMARK

REEL: 004157 FRAME: 0083

	Country	Mark	Owner	Appl No.	Reg. No.	Reg. Date	Status
37	U.S.	LIP SASS	Jane & Co., LLC 9611 PULASKI PARK DRIVE SUITE 311 BALTIMORE, MARYLAND 21220	76/364,260			ABANDONED
38	U.S.	LUCKY STAR	Jane & Co., LLC 9611 PULASKI PARK DRIVE SUITE 311 BALTIMORE, MARYLAND 21220	78/177,161			ABANDONED
39	U.S.	MANIC CURE	Jane & Co., LLC 9611 PULASKI PARK DRIVE SUITE 311 BALTIMORE, MARYLAND 21220	75/280,233	2272265	08/24/1999	CANCELLED
40	U.S.	MAX LASH2	REBORN BEAUTY, LLC 9611 PULASKI PARK DRIVE SUITE 311 BALTIMORE, MARYLAND 21220	78/555,348	3175158	11/21/2006	REGISTERED
41	U.S.	MAX LASH2 PRECISE	REBORN BEAUTY, LLC 9611 PULASKI PARK DRIVE SUITE 311 BALTIMORE, MARYLAND 21220	77/195,613	3583981	03/03/2009	REGISTERED
42	U.S.	MAX LIP2	REBORN BEAUTY, LLC 9611 PULASKI PARK DRIVE SUITE 311 BALTIMORE, MARYLAND 21220	78/808,110	3288992	09/04/2007	REGISTERED
43	U.S.	MEGA BITES	REBORN BEAUTY, LLC 9611 PULASKI PARK DRIVE SUITE 311 BALTIMORE, MARYLAND 21220	75/497,098	2540806	02/19/2002	CANCELLED
44	U.S.	MEGABITES	REBORN BEAUTY, LLC 9611 PULASKI PARK DRIVE SUITE 311 BALTIMORE, MARYLAND 21220	76/129,448	2500170	10/23/2001	REGISTERED
45	U.S.	MOON STRUCK	Jane & Co., LLC 9611 PULASKI PARK DRIVE SUITE 311 BALTIMORE, MARYLAND 21220	75/077,644	2181711	08/18/1998	CANCELLED
46	U.S.	MOSAIC	REBORN BEAUTY, LLC 9611 PULASKI PARK DRIVE SUITE 311 BALTIMORE, MARYLAND 21220	78/510,680			ABANDONED

TRADEMARK

REEL: 004157 FRAME: 0084



Country	Mark	Owner	Appl No.	Reg. No.	Reg. Date	Status
47	U.S. MUDVILLE	Jane & Co., LLC 9611 PULASKI PARK DRIVE SUITE 311 BALTIMORE, MARYLAND 21220	75/802,629			ABANDONED
48	U.S. NO SHOW	REBORN BEAUTY, LLC 9611 PULASKI PARK DRIVE SUITE 311 BALTIMORE, MARYLAND 21220	74/489,003	1920648	09/19/1995	REGISTERED
49	U.S. NOT FOR PLAIN JANES	REBORN BEAUTY, LLC 9611 PULASKI PARK DRIVE SUITE 311 BALTIMORE, MARYLAND 21220	78/638,856	3386337	02/19/2008	REGISTERED
50	U.S. ONE LINERS	REBORN BEAUTY, LLC 9611 PULASKI PARK DRIVE SUITE 311 BALTIMORE, MARYLAND 21220	74/615,459	2116558	11/25/1997	REGISTERED
51	U.S. OUTER LIMITS	Jane & Co., LLC 9611 PULASKI PARK DRIVE SUITE 311 BALTIMORE, MARYLAND 21220	75/152,329	2302394	12/21/1999	CANCELLED
52	U.S. RADIATION	Jane & Co., LLC 9611 PULASKI PARK DRIVE SUITE 311 BALTIMORE, MARYLAND 21220	75/618,031	2451621	05/05/2001	CANCELLED
53	U.S. SASSABY	REBORN BEAUTY, LLC 9611 PULASKI PARK DRIVE SUITE 311 BALTIMORE, MARYLAND 21220	74/224,087	1823534	02/22/1994	REGISTERED
54	U.S. SHADOW 'N LINE	REBORN BEAUTY, LLC 9611 PULASKI PARK DRIVE SUITE 311 BALTIMORE, MARYLAND 21220	78/555,355	3262292	07/10/2007	REGISTERED
55	U.S. STAY CALM	REBORN BEAUTY, LLC 9611 PULASKI PARK DRIVE SUITE 311 BALTIMORE, MARYLAND 21220	78/342,347	2911202	12/14/2004	REGISTERED

	Country	Mark	Owner	Appl No.	Reg. No.	Reg. Date	Status
56	U.S.	WEATHER WEAR	REBORN BEAUTY, LLC 9611 PULASKI PARK DRIVE SUITE 311 BALTIMORE, MARYLAND 21220	76/306,295	2567407	05/07/2002	CANCELLED

**Foreign Trademark Applications/Registrations**

	Country	Word Mark	Owner	App. No.	Filed	Reg. No.	Reg. Date	Status
1	Argentina	JANE (Stylized)	Sassaby, Inc.	2.104.391	09/22/1997	1.707.408	12/01/1998	REGISTERED
2	Argentina	Jane by Sassaby (Stylized)	Sassaby, Inc.	2074739	03/25/1997	1.747.515	08/03/1999	REGISTERED
3	Australia	BE CLEAR	Sassaby, Inc.	783464	01/15/1999	783464	01/15/1999	EXPIRED
4	Australia	BE PURE	Reborn Beauty, LLC	809639	10/07/1999	809639	10/07/1999	REGISTERED
5	Australia	FIZZYLOGY	Reborn Beauty, LLC	811033	10/20/1999	811033	10/20/1999	EXPIRED – RENEWAL POSSIBLE
6	Australia	JANE	Jane & Company, LLC	700750	01/18/1996	700750	01/18/1996	REGISTERED
7	Australia	JANE BY SASSABY	Sassaby, Inc.	647712	12/07/1994	647712	12/07/1994	REGISTERED
8	Australia	JANE BY SASSABY (STYLIZED)	Sassaby, Inc.	715682	08/22/1996	715682	08/22/1996	REMOVED – NOT RENEWED
9	Australia	LIGHT ENERGY	Reborn Beauty, LLC	811031	10/20/1999	811031	10/20/1999	EXPIRED – RENEWAL POSSIBLE
10	Australia	MUDVILLE	Reborn Beauty, LLC	811032	10/20/1999	811032	10/20/1999	EXPIRED – RENEWAL POSSIBLE
11	Australia	SASSABY	Sassaby, Inc.	595356	02/17/1993	595356	02/17/1993	REGISTERED – RENEWAL DUE
12	Australia	SASSABY	Sassaby, Inc.	595357	02/08/1993	595357	02/08/1993	REGISTERED – RENEWAL DUE
13	Australia	SASSABY (Stylized)	Sassaby, Inc.	595355	02/08/1993	595355	02/08/1993	REGISTERED – RENEWAL DUE
14	Australia	SASSABY (Stylized)	Sassaby, Inc.	595354	02/08/1993	595354	02/08/1993	REGISTERED – RENEWAL DUE
15	Australia	SEEDS & WEEDS	Reborn Beauty, LLC	814186	11/17/1999	814186	11/17/1999	EXPIRED – RENEWAL POSSIBLE
16	Australia	Triangular Design	Sassaby, Inc.	595359	02/08/1993	595359	02/08/1993	REGISTERED – RENEWAL DUE

**TRADEMARK**

**REEL: 004157 FRAME: 0087**

	Country	Word Mark	Owner	App. No.	Filed	Reg. No.	Reg. Date	Status
17	Australia	Triangular Design	Sassaby, Inc.	595358	02/08/1993	595358	02/08/1993	REGISTERED – RENEWAL DUE
18	Australia	TWIST & SHOUT	Sassaby, Inc.	769970	08/11/1998	769970	08/11/1998	REMOVED – NOT RENEWED
19	Austria	JANE	Sassaby, Inc.	AM 5133/97	09/18/1997	175346	04/27/1998	REGISTERED
20	Austria	JANE BY SASSABY	Sassaby, Inc.	AM 5134/97	09/18/1997	175.347	04/27/1998	REGISTERED
21	Austria	SASSABY	Sassaby, Inc.	AM 792/93	02/23/1993	147,063	05/04/1993	REGISTERED
22	Benelux	JANE	Jane & Company, LLC	901469	09/23/1997	625747	10/01/1998	REGISTERED
23	Benelux	JANE BY SASSABY		901470	09/23/1997	625748	09/23/1997	
24	Benelux	SASSABY	Sassaby, Inc.	793306	02/17/1993	525829	08/01/1993	REGISTERED
25	Brazil	JANE	Sassaby, Inc.	819,014,958	01/24/1996	819014958	03/22/2005	REGISTERED
26	Brazil	JANE BY SASSABY	Sassaby, Inc.	820,261,564	09/19/1997	820,261,564	10/25/2005	REGISTERED
27	Brazil	SASSABY	Sassaby, Inc.			818059761	12/03/1996	REGISTERED
28	Canada	AGUACEUTICALS	Jane & Company, LLC	1397082	05/27/2008			ALLOWED
29	Canada	ATTIUBES	Jane & Company, LLC	1198229	12/02/2003	TMA679,842	01/19/2007	REGISTERED
1	Canada	BE PURE	Jane & Company, LLC	1031960	10/12/1999	TMA687,970	05/18/2007	REGISTERED
2	Canada	GLOSSERY	Jane & Company, LLC	1,059,269	05/17/2000			ABANDONED
3	Canada	GOING STEADY	Jane & Company, LLC	1,083,101	11/16/2000			ABANDONED
4	Canada	JANE	Jane & Company, LLC	0851259	07/18/1997	TMA633,090	02/17/2005	REGISTERED
5	Canada	JANE	Jane & Company, LLC	853728	08/15/1997	TMA660,219	03/06/2006	REGISTERED
6	Canada	JANE BY SASSABY	Jane & Company, LLC	853727	08/15/1997	TMA659,211	02/16/2006	REGISTERED
7	Canada	JANE BY SASSABY	Jane & Company, LLC	776461	02/27/1995	TMA643067	06/27/2005	REGISTERED
8	Canada	MEGABITES	Jane & Company, LLC	1083107	11/16/2000	612452	06/09/2004	REGISTERED

TRADEMARK

REEL: 004157 FRAME: 0088

Country	Word Mark	Owner	App. No.	Filed	Reg. No.	Reg. Date	Status	
9	Canada	SASSABY	Jane & Company, LLC	680938	04/29/1991	430118	07/08/1994	REGISTERED
10	Canada	SASSABY (Stylized)	Jane & Company, LLC	680934	04/29/1991	430117	07/08/1994	REGISTERED
11	Canada	SHOWELETTE	Jane & Company, LLC	1,083,099	10/26/2000			ABANDONED
12	Canada	STAY CALM	Jane & Company, LLC	1,083,100	11/16/2000			ABANDONED
13	Canada	Triangular design	Jane & Company, LLC	680936	04/29/1991	428779	06/17/1994	REGISTERED
14	Canada	TURNCOAT	Jane & Company, LLC	1,198,228	12/02/2003			ABANDONED
15	Chile	TRIANGULAR DESIGN				429,953	08/10/1994	
16	China	FIZZYLOGY	Sassaby, Inc.	9900157862	12/27/1999	1528240	02/28/2001	REGISTERED
17	China	JANE (Stylized)	Sassaby, Inc.	9800015067	02/24/1998	1795357	06/28/2002	REGISTERED
18	China	JANE (STYLIZED)		02/09/1998				
19	China	LIGHT ENERGY	Sassaby, Inc.	9900157864	12/27/1999	1528238	02/28/2001	REGISTERED
20	China	MUDVILLE	Sassaby, Inc.	9900157863	12/27/1999	1528239	02/28/2001	REGISTERED
21	China	SEEDS & WEEDS	Sassaby, Inc.	2000003159	01/07/2000	1556349	04/21/2001	REGISTERED
22	Columbia	JANE BY SASSABY	Sassaby, Inc.	97-042427	07/25/1997	236254	11/23/2000	REGISTERED
23	Columbia	SASSABY		379182	03/19/1993			
24	Costa Rica	JANE BY SASSABY (STYLIZED)			10/08/1996	101119	04/27/1997	
25	Costa Rica	SASSABY	Sassaby, Inc.	1993-4460	08/03/1993	85334	01/05/1994	REGISTERED
26	Denmark	JANE	Sassaby, Inc.	200000978	03/03/2000	200002606	06/14/2000	REGISTERED
27	Denmark	JANE BY SASSABY		4629/1997	09/19/1997	4815/97	11/07/1997	
28	Denmark	SASSABY	Sassaby, inc.	199301052	02/17/1993	199308479	12/10/1993	REGISTERED
29	Dominican Republic	SASSABY	Sassaby, Inc.	99100762	03/09/1993	57047	06/15/1993	REGISTERED

TRADEMARK

REEL: 004157 FRAME: 0089

	Country	Word Mark	Owner	App. No.	Filed	Reg. No.	Reg. Date	Status
30	Ecuador	SASSABY			07/25/1994	163994	07/25/1994	
31	Egypt	JANE BY SASSABY		108275	07/09/1997		07/09/1997	
32	EU	BE CLEAR	Sassaby, Inc.	1042662	01/14/1999	1042662	04/19/2000	LAPSED
33	EU	FIZZYLOGY	Sassaby, Inc.	1351253	10/20/1999	1351253	12/12/2000	REGISTERED
34	EU	LIGHT ENERGY	Sassaby, Inc.	1351220	10/20/1999	1351220	12/12/2000	SURRENDERED
35	EU	SASSABY		793306	02/17/1993	525829	02/17/1993	
36	EU	SEEDS & WEEDS	Sassaby, Inc.	1386333	11/18/1999	1386333	01/19/2001	REGISTERED
37	EU	TWIST & SHOUT	Sassaby, Inc.	901439	08/10/1998	901439	02/24/2000	LAPSED
38	Federation of Russia	JANE (Stylized)	Sassaby, LLC	97714047	09/19/1997	170317	09/19/1997	REGISTERED
39	Finland	JANE BY SASSABY	Sassaby, Inc.	T19903685	04/01/1996	216938	02/29/2000	REGISTERED
40	Finland	SASSABY	Sassaby, Inc.	199300696	02/18/1993	130348	01/20/1994	REGISTERED
41	France	JANE	Jane & Company, LLC	97 695 608	09/18/1997	97 695 608	09/18/1997	REGISTERED
42	France	JANE BY SASSABY		97 695 609	09/18/1997	97 695 609	09/18/1997	
43	France	LADY JANE	Sassaby, Inc.	1575677	02/15/1990	1575677	02/15/1990	REGISTERED
44	France	SASSABY	Sassaby, Inc.	n/a	09/20/1991	1694633	09/20/1991	REGISTERED
45	France	SASSABY (stylized)	Sassaby, Inc.	n/a	09/20/1991	1694632	09/20/2011	REGISTERED
46	France	Triangular design	Sassaby, Inc.	n/a	09/20/1991	1694631	09/20/1991	REGISTERED
47	Germany	BE CLEAR	Sassaby, Inc.	399 01 996.0	01/15/1999	399 01 996	05/24/2000	REGISTERED
48	Germany	JANE	Sassaby, Inc.	39744708.6	09/18/1997	39744708	02/16/1998	REGISTERED
49	Germany	JANE BY SASSABY		397 44709.4	09/18/1997	397 44 709	02/08/1998	
50	Germany	SASSABY	Sassaby, Inc.	n/a	07/20/1991	2055960	02/03/1994	REGISTERED

TRADEMARK

REEL: 004157 FRAME: 0090

	Country	Word Mark	Owner	App. No.	Filed	Reg. No.	Reg. Date	Status
51	Germany	SASSABY (Stylized)	Sassaby, Inc.	n/a	07/20/1991	2034641	04/16/1993	REGISTERED
52	Germany	Triangular design	Sassaby, Inc.	n/a	07/20/1991	2019348	08/25/1992	REGISTERED
53	Germany	TWIST & SHOUT		398 48 484.8	08/25/1998	398 48 484	02/19/1999	
54	Greece	JANE (Stylized)	Jane & Company, LLC	134550	09/22/1997	134550	08/17/1999	REGISTERED
55	Greece	JANE BY SASSABY		134551	09/22/1997	134551	08/17/1999	
56	Greece	SASSABY	Sassaby, Inc.	114068	05/07/1993	9249/94	02/19/1996	REGISTERED
57	Guatemala	SASSABY				74453	04/03/1995	
58	Hong Kong	JANE	Jane & Company, LLC	284/99	01/12/1999	12227/2000	01/12/1999	REGISTERED
59	Hong Kong	JANE		9597/97	07/09/1997			
60	Hong Kong	JANE & Flower Device (in series)	Sassaby, Inc.	9678/2001	06/16/2001	8842/2003	06/16/2001	REGISTERED
61	Hong Kong	JANE & Flower Device (in series)	Sassaby, Inc.	9015/2001	06/05/2001	7151/2004	06/05/2001	REGISTERED
62	Hong Kong	JANE & Flower Device (in series)	Sassaby, Inc.	9014/2001	06/05/2001	8508/2004	06/05/2001	REGISTERED
63	Hong Kong	JANE (Stylized)	Sassaby, Inc.	14263/97	10/07/1997	1078/99	10/07/1997	REGISTERED
64	Hong Kong	JANE BY SASSABY (STYLIZED)		11524/1996	09/13/1996			
65	Hong Kong	SASSABY	Sassaby, Inc.	9974/92	04/08/1992	87/95	04/08/1992	REGISTERED
66	Hong Kong	SASSABY	Sassaby, Inc.	9975/92	04/08/1992	6073/94	04/08/1992	REGISTERED
67	Hong Kong	SASSABY (Stylized)	Sassaby, Inc.	92/9972	04/08/1992	86/1995	04/08/1992	REGISTERED
68	Hong Kong	SASSABY (Stylized)	Sassaby, Inc.	92/9973	04/08/1992	6072/94	04/08/1992	REGISTERED
69	Hong Kong	Triangular design	Sassaby, Inc.	9970/92	04/08/1992	1984/96	04/08/1992	REGISTERED
70	Hong Kong	Triangular design	Sassaby, Inc.	92/9971	04/08/1992	1985/96	04/08/1992	REGISTERED

TRADEMARK

REEL: 004157 FRAME: 0091

	Country	Word Mark	Owner	App. No.	Filed	Reg. No.	Reg. Date	Status
71	India	BE CLEAR		839602	02/02/1999			
72	India	BE CLEAR		839603	02/02/1999			
73	India	JANE (Stylized)	Sassaby, Inc.	771972	10/20/1997	771972	10/20/1997	REGISTERED
74	India	JANE BY SASSABY		764578	07/09/1997			
75	India	MUDVILLE	Sassaby, Inc.	N/A	11/12/1999	886440	11/12/1999	REGISTERED
76	India	SEEDS & WEEDS		887406	11/19/1999			
77	India	TWIST & SHOUT		815915	08/24/1998	815915	08/24/1998	
78	Indonesia	JANE (STYLIZED)		D97-25180	11/18/1997			
79	Indonesia	JANE BY SASSABY			09/23/1997			
80	Indonesia	JANE BY SASSABY		D97-19596	09/12/1997	24443	09/12/1997	
81	Ireland	JANE BY SASSABY	Sassaby, Inc.	174524	04/01/1996	218200	04/01/1996	REGISTERED
82	Ireland	SASSABY	Sassaby, Inc.	154512	02/19/1993	154512	02/19/1993	REGISTERED
83	Ireland	Triangular Design	Sassaby, Inc.	RM/2001/4685	08/06/2001	985165	11/25/2005	REGISTERED
84	Israel	JANE BY SASSABY	Sassaby, Inc.	113418	07/06/1997	113418	08/05/1999	REGISTERED
85	Italy	BE CLEAR W/SASSABY		99C002979	06/14/1999	871061	07/02/2002	
86	Italy	BE PURE	Sassaby, Inc.	97C005297	10/20/1999	893187	05/22/2003	REGISTERED
87	Italy	JANE (Stylized)	Sassaby, Inc.	97C005516	11/13/1997	785037	06/11/1999	REGISTERED
88	Italy	JANE BY SASSABY		97C005515	11/13/1997	85036	11/13/1997	
89	Italy	SASSABY	Sassaby, Inc.	RM/2001/4684	08/06/1991	985164	11/25/2005	REGISTERED
90	Italy	SASSABY in Script	Sassaby, Inc.	RM/2001/4616	08/02/1991	985100	11/25/2005	REGISTERED
91	Italy	Triangular design	Sassaby, Inc.	RM/2001/4685	08/06/1991	985165	11/25/2005	REGISTERED

TRADEMARK

REEL: 004157 FRAME: 0092



	Country	Word Mark	Owner	App. No.	Filed	Reg. No.	Reg. Date	Status
92	Italy	TWIST & SHOUT	Sassaby, Inc.	RM/98/4480	09/07/1998	844576	04/24/2001	REGISTERED
93	Japan	FIZZ/LOGY W/KATAKANA	Sassaby, Inc.	95745/1999	10/22/1999	4420019	09/22/2000	REGISTERED
94	Japan	Jane by Sassaby (Stylized)	Sassaby, Inc.	43635/1998	05/27/1998	4284581	06/18/1999	REGISTERED
95	Japan	JANE W/KATAKANA		23325/92	03/05/1992	2689126	07/29/1994	
96	Japan	Jane with Katakana	Sassaby, Inc.	76385/2003	09/04/2003	4768779	04/30/2004	REGISTERED
97	Japan	Jane with Katakana	Sassaby, Inc.	100475/2000	09/13/2000	4531442	03/15/2002	REGISTERED
98	Japan	LIGHT ENERGY W/KATAKANA	Sassaby, Inc.	95746/1999	10/22/1999	4420020	09/22/2000	REGISTERED
99	Japan	MUDVILLE W/KATAKANA	Sassaby, Inc.	95747/1999	10/22/1999	4420021	09/22/2000	REGISTERED
100	Japan	SAMBAR		103687/1993	10/13/1993			
101	Japan	SASSABY (Stylized)	Sassaby, Inc.	56103/1993	06/07/1993	3371459	10/01/2004	REGISTERED
102	Japan	SASSABY (STYLIZED)		56104/1993	06/07/1993			
103	Japan	SEEDS & WEEDS with Katakana	Sassaby, Inc.	103678/1999	11/19/1999	4434197	11/17/2000	REGISTERED
104	Japan	TRIANGULAR DESIGN				3063509	07/31/1995	
105	Malaysia	JANE BY SASSABY		9714083	10/01/1997			
106	Malaysia	SASSABY	Sassaby, Inc.	9202378	04/16/1992	9202378	04/16/1992	REGISTERED
107	Malaysia	SASSABY	Sassaby, Inc.	9202377	04/16/1992	9202377	04/16/1992	REGISTERED
108	Malaysia	SASSABY (Stylized)	Sassaby, Inc.	9303325	05/13/1993	9303325	05/13/1993	REGISTERED
109	Malaysia	SASSABY (Stylized)	Sassaby, Inc.	9303324	05/13/1993	9303324	05/13/1993	REGISTERED
110	Malaysia	TRIANGULAR BY DESIGN	Sassaby, Inc.	9202376	04/16/1992	9202376	04/16/1992	REGISTERED

TRADEMARK

REEL: 004157 FRAME: 0093

	Country	Word Mark	Owner	App. No.	Filed	Reg. No.	Reg. Date	Status
111	Malaysia	Triangular design	Sassaby, Inc.	92/02375	04/16/1992	92/02375	04/16/1992	REGISTERED
112	Mexico	BE PURE						
113	Mexico	FIZZYLOGY	Sassaby, Inc.	396594	10/26/1999	634883	11/30/1999	REGISTERED
114	Mexico	JANE	Jane & Company, LLC	300716	07/08/1997	620987	08/31/1999	REGISTERED
115	Mexico	JANE BY SASSABY	Sassaby, Inc.	228,772	03/31/1995	518,744	03/14/1996	REGISTERED
116	Mexico	JANE BY SASSABY (STYLIZED)			03/13/1995	518744	03/14/1996	
117	Mexico	LIGHT ENERGY	Sassaby, Inc.	396,920	10/28/1999	634,602	11/25/1999	REGISTERED
118	Mexico	MUDVILLE	Sassaby, Inc.	396,919	10/28/1999	634,601	11/25/1999	REGISTERED
119	Mexico	SASSABY (STYLIZED)		162186	03/04/1994			
120	Mexico	SASSABY (STYLIZED)			04/04/1993	442292	09/20/1993	
121	Mexico	SEEDS & WEEDS	Sassaby, Inc.	400453	11/24/1999	638436	01/25/2000	REGISTERED
122	Mozambique	JANE		2947/99	12/15/1999	2947/99	12/15/1999	
123	Mozambique	JANE BY SASSABY		2949/99	12/15/1999	2949/99	12/15/1999	
124	New Zealand	Jane by Sassaby (Stylized)	Sassaby, Inc.	265890	08/14/1996	265890	08/14/1996	REGISTERED
125	Norway	JANE	Jane & Company, LLC	975308	07/02/1997	215149	07/18/2002	REGISTERED
126	Norway	JANE BY SASSABY (STYLIZED)		96.5565	09/17/1996	182.991	6/19/1997	
127	Norway	SASSABY	Sassaby, Inc.	930525	02/04/1993	162677	05/19/1994	REGISTERED
128	Norway	SASSABY (Stylized)	Sassaby, Inc.	19930526	02/04/1993	162678	05/19/1994	REGISTERED
129	Norway	TRIANGULAR DESIGN				161.97	03/24/1994	

TRADEMARK

REEL: 004157 FRAME: 0094

	Country	Word Mark	Owner	App. No.	Filed	Reg. No.	Reg. Date	Status
130	Panama	JANE BY SASSABY (STYLIZED)		91061		91061		
131	Panama	SASSABY				66211	01/17/1995	
132	Papua New Guinea	JANE (Stylized)	Sassaby, Inc.	63767	05/02/2001	A63.767	05/02/2001	REGISTERED
133	Peru	SASSABY				1865	10/14/1993	
134	Philippines	JANE BY SASSABY		126150	10/20/1997			
135	Russian Federation	JANE BY SASSABY		97714046	09/19/1997	170617	09/19/1999	
136	Singapore	JANE BY SASSABY				T97/12052C	10/01/1997	
137	Singapore	SASSABY (STYLIZED)			02/05/1993	142092	02/05/1993	
138	Singapore	SASSABY (STYLIZED)				142091		
139	South Africa	JANE BY SASSABY	Jane & Company, LLC	97/9890	07/02/1997	97/9890	07/02/1997	REGISTERED
140	South Africa	JANE BY SASSABY (STYLIZED)		96/11662	08/20/1996	96/11662	08/20/1996	
141	South Africa	SASSABY				93/1335	02/23/1993	
142	South Korea	FIZZYLOGY	Sassaby, Inc.	1999-39801	10/22/1999	488597	02/26/2001	REGISTERED
143	South Korea	JANE	Sassaby, Inc.	97-30444	07/03/1997	453091	08/20/1999	REGISTERED
144	South Korea	JANE	Sassaby, Inc.	97-30445	07/03/1997	453092	08/20/1999	REGISTERED
145	South Korea	Jane by Sassaby (Stylized)	Sassaby, Inc.	96-42498	09/20/1996	453090	08/20/1999	REGISTERED
146	South Korea	LIGHT ENERGY	Sassaby, Inc.	1999-39800	10/22/1999	480857	11/08/2000	REGISTERED
147	South Korea	Lip Jane	Sassaby, Inc.	1989-0015033	06/13/1989	202181	10/05/1990	REGISTERED
148	South Korea	MUDVILLE	Sassaby, Inc.	1999-39799	10/22/1999	480858	11/08/2000	REGISTERED

TRADEMARK

REEL: 004157 FRAME: 0095

	Country	Word Mark	Owner	App. No.	Filed	Reg. No.	Reg. Date	Status
149	South Korea	SASSABY	Sassaby, Inc.	1993-0010363	03/31/1993	288445	04/12/1994	REGISTERED
150	South Korea	SASSABY	Sassaby, Inc.	1993-0010364	03/31/1993	286746	03/15/1994	REGISTERED
151	South Korea	SASSABY	Sassaby, Inc.	1998-12074	05/08/1998	445097	03/25/1999	REGISTERED
152	Spain	JANE BY SASSABY	Sassaby, Inc.	N/A	01/13/2000	342640	10/10/2000	REGISTERED
153	Sweden	JANE & FLOWER DESIGN		01-01902	03/20/2001			
154	Sweden	JANE & Sunflower design	Sassaby, Inc.	1997/08403	9/22/1997			PENDING
155	Sweden	JANE BY SASSABY	Sassaby, Inc.	97-08402	09/2271997	362 964	09/19/2003	REGISTERED
156	Sweden	SASSABY	Sassaby, Inc.	93-00944	02/01/1993	260173	08/12/1994	REGISTERED
157	Sweden	SASSABY (Stylized)	Sassaby, Inc.	93-00945	02/03/1993	260174	08/12/1994	REGISTERED
158	Sweden	SASSABY (STYLIZED)		7713/1997	09/23/1997			
159	Sweden	TRIANGULAR DESIGN				254268	12/30/1993	
160	Switzerland	JANE		7713/1997	09/23/1997	449453	02/23/1998	
161	Switzerland	JANE BY SASSABY (STYLIZED)			09/18/1996	439151	04/23/1997	
162	Taiwan	Jane by Sassaby (Stylized)	Sassaby, Inc.	85048431	09/24/1996	834102	01/16/1999	REGISTERED
163	Taiwan	SASSABY				590428	03/14/1993	
164	Taiwan	SASSABY (STYLIZED)				648888	03/15/1993	
165	Taiwan	TRIANGULAR DESIGN				590427	03/16/1993	
166	Thailand	JANE BY SASSABY	Sassaby, Inc.	346060	10/10/1997	86290	10/10/1997	REGISTERED
167	Thailand	SASSABY (Stylized)	Sassaby, Inc.	354662	02/20/1998	90654	02/20/1998	REGISTERED

TRADEMARK

REEL: 004157 FRAME: 0096

	Country	Word Mark	Owner	App. No.	Filed	Reg. No.	Reg. Date	Status
168	United Kingdom	JANE	Jane & Company, LLC	2,051,127	01/13/1996	2,051,127	05/09/1997	REGISTERED
169	United kingdom	JANE BY SASSABY	Jane & Company, LLC	2,106,112	07/27/1996	2,106,112	09/12/1997	EXPIRED
170	United Kingdom	SASSABY	Sassaby, Inc.	1463701	05/03/1991	1463701	02/12/1993	EXPIRED
171	United Kingdom	SASSABY	Sassaby, Inc.	1463700	05/03/1991	1463700	03/19/1993	EXPIRED
172	United Kingdom	SASSABY (Stylized)	Sassaby, Inc.	1463551	05/03/1991	1463551	04/02/1993	EXPIRED
173	United Kingdom	SASSABY (Stylized)	Sassaby, Inc.	1463552	05/03/1991	1463552	02/12/1993	EXPIRED
174	United Kingdom	Triangular design	Sassaby, Inc.	1463703	05/03/1991		11/16/1992	EXPIRED
175	United Kingdom	Triangular design	Sassaby, Inc.	1463702	05/03/1991	1463702	09/25/1992	EXPIRED
176	United Kingdom	TWIST & SHOUT	Sassaby, Inc.	2175329	08/20/1998	2175329	03/12/1999	EXPIRED
177	Venezuela	JANE BY SASSABY	Sassaby, Inc.	20584-1997	10/10/1997	P208227	09/11/1998	REGISTERED
178	Venezuela	JANE BY SASSABY		10153-39	06/30/1997			
179	Venezuela	SASSABY	Sassaby, Inc.	10153-93	06/04/1993	P185073	02/09/1996	REGISTERED

**Exhibit A**

Assignment of Special Powers of Attorney: See Attached

## ASSIGNMENT OF SPECIAL POWERS OF ATTORNEY

This Assignment of Special Powers of Attorney (this "Assignment") by The CIT Group/ Commercial Services, Inc., whose address is 11 West 42<sup>nd</sup> Street, New York, New York 10036 ("Assignor") in favor of Zohar II 2005-1, Limited, whose address is c/o Patriarch Partners LLC, 32 Avenue of the Americas, New York, New York 10013 ("Assignee"), is made as of February 5th, 2010, effective as of November 18, 2009. Assignor and Assignee are referred to herein collectively as the "Parties" and each individually as a "Party". All terms capitalized but not defined herein shall have the meanings ascribed to them in the LSA (as defined below).

### WITNESSETH:

WHEREAS, Assignor and Reborn Beauty, LLC, a Delaware limited liability company ("Reborn"), are parties to that certain Financing Agreement, between Assignor and Reborn, dated June 23, 2009 (the "Financing Agreement");

WHEREAS, pursuant to that certain Loan Sale Agreement, dated as of November 18, 2009 (the "LSA"), by and between Assignor and Assignee, Assignor sold, assigned, transferred and conveyed to Assignee and Assignee purchased, acquired and assumed the Assigned Interests (as defined in the LSA), which included Assignor's rights and obligations in its capacity as lender under the Financing Agreement and the other Loan Documents (as defined in the Financing Agreement);

WHEREAS, each of the Special Powers of Attorney set forth on Exhibit A and Exhibit B hereto (collectively, the "Special Powers of Attorney") were among the Assigned Interests sold, assigned, transferred and conveyed to Assignee pursuant to the LSA; and

WHEREAS, the Parties wish to acknowledge and agree that the Special Powers of Attorney were duly sold, assigned, transferred and conveyed pursuant to the terms of the LSA and wish to further evidence such sale, assignment, transfer and conveyance hereby.

NOW, THEREFORE, in consideration of the foregoing, and good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties hereto agree as follows:

1. Acknowledgement; Assignment of Special Power of Attorney. Each of Assignor and Assignee hereby acknowledges and agrees that the Special Powers of Attorney were duly sold, assigned, transferred and conveyed by Assignor to Assignee pursuant to the LSA. To further memorialize such sale, assignment, transfer and conveyance, Assignor hereby sells, assigns, transfers and conveys unto Assignee the Special Powers of Attorney and Assignee hereby accepts the Special Powers of Attorney.

2. Jurisdiction. WITH RESPECT TO ANY ACTION, SUIT, OR PROCEEDINGS RELATING TO THIS ASSIGNMENT OR ARISING IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED HEREBY, THE PARTIES IRREVOCABLY (A) SUBMIT TO THE JURISDICTION OF THE FEDERAL AND STATE COURTS LOCATED IN THE SOUTHERN DISTRICT OF THE STATE OF NEW YORK, (B) WAIVE ANY OBJECTION WHICH IT OR THEY MAY HAVE AT ANY TIME TO THE LAYING OF VENUE OF ANY ACTION, SUIT OR PROCEEDING IN ANY SUCH COURT, (C) WAIVE

ANY CLAIM THAT ANY SUCH ACTION, SUIT OR PROCEEDING HAS BEEN BROUGHT IN AN INCONVENIENT FORUM, AND (D) WAIVE THE RIGHT TO OBJECT THAT SUCH COURT DOES NOT HAVE THE JURISDICTION OVER THE PARTIES.

3. Governing Law and Waiver of Trial by Jury. THIS ASSIGNMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, CONSTRUED, AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK (WITHOUT GIVING EFFECT TO SUCH JURISDICTION'S PRINCIPLES OF CONFLICT OF LAWS). TO EXPEDITE RESOLUTION OF ANY SUCH ACTIONS, SUITS, OR PROCEEDINGS WHICH ARISE UNDER THIS ASSIGNMENT, AND IN LIGHT OF THE COMPLEXITY OF THE TRANSACTIONS CONTEMPLATED BY THIS ASSIGNMENT, THE PARTIES IRREVOCABLY WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING OF ANY KIND OR NATURE IN ANY COURT TO WHICH IT MAY BE A PARTY.

4. Non-Waivers. Any Party's failure to exercise any right or remedy hereunder or to require compliance with any duty, obligation, or responsibility of any Party under this Assignment shall not be a waiver or an estoppel of the right to exercise such right or remedy (unless and to the extent such waiver is expressly set forth in writing and signed by the Parties, and provided that no such waiver shall relate to (a) any act, omission, event or circumstance other than as set forth in such writing or (b) future or successive transactions) or to insist on such compliance at any other time or on any other occasion.

5. Modification and Amendment. This Assignment may only be modified, amended, terminated or otherwise changed pursuant to a written instrument executed and delivered by the Parties.

6. Headings. The headings used in this assignment are merely for convenience.

7. Duplicate Originals. This Assignment may be executed in any number of duplicate originals and each such duplicate original shall be deemed an original. A signature provided by facsimile shall be deemed an original signature of this Assignment.

*[The remainder of this page is intentionally blank.]*



IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the date first set forth above.

**ASSIGNOR:**

THE CIT GROUP/COMMERCIAL SERVICES, INC.

By: [Signature]  
Name: Griffin L. Bluman  
Title: President

STATE OF New York )

) SS:

COUNTY OF New York )

W On this 29<sup>th</sup> day of January, 2010 before me personally came Griffin L. Bluman known to me to be of The CIT Group/Commercial Services, Inc., who acknowledged that he/she signed this instrument as a free act on behalf of The CIT Group/Commercial Services, Inc.

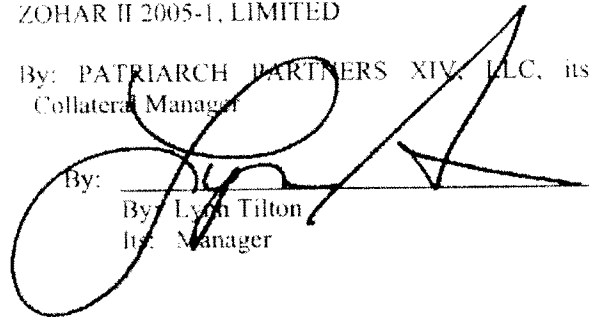
[Signature]  
Notary Public  
My commission expires:

JOAN LLOYD  
Notary Public, State of New York  
No. 01LL4751042  
Qualified in Queens County  
Certificate Filed in NYC County  
Commission Expires June 30, 2011

**ASSIGNEE:**

ZOHAR II 2005-1, LIMITED

By: PATRIARCH PARTNERS XIV, LLC, its  
Collateral Manager

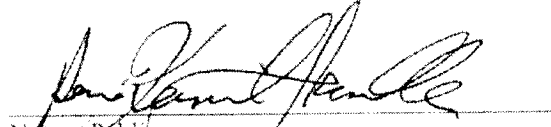
By:   
By: Lynn Tilton  
Its: Manager

STATE OF *New York* )

) SS:

COUNTY OF *New York* )

On this 5<sup>th</sup> day of February, 2010 before me personally came Lynn Tilton, known to me to be the Manager of Zohar II 2005-1, Limited, who acknowledged that she signed this instrument as a free act on behalf of Zohar II 2005-1, Limited.

  
Notary Public:  
My commission expires:

**Rene Kamil Serulle**  
Notary Public, State of New York  
No. 01SE6187006  
Qualified in New York County  
Commission Expires May 12, 2012

**EXHIBIT A**

**See Attached.**

SPECIAL POWER OF ATTORNEY

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF Los Angeles )

KNOW ALL MEN BY THESE PRESENTS, that REBORN BEAUTY, LLC, a Delaware limited liability company (the "Borrower"), having a place of business at 9611 Pulaski Park Drive, Suite 311, Baltimore, Maryland 21220, hereby appoints and constitutes, severally, THE CIT GROUP/COMMERCIAL SERVICES, INC. (the "Lender"), and each of its officers, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of the Borrower:

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which the Lender, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of the Borrower in and to (i) any trademarks and all applications, registrations, recordings, extensions, and renewals thereof, (ii) any patents and all applications, reissues, continuations, continuations-in-part, divisionals, and reexaminations, thereof, and (iii) any copyrights and all applications, registrations, recordings, extensions, and renewals thereof, or (iv) for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which the Lender, in its discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney is made pursuant to an Intellectual Property Security Agreement, dated the date hereof, between the Borrower and the Lender (the "Security Agreement") and is subject to the terms and provisions thereof. This Power of Attorney, being coupled with an interest, is irrevocable until all "Obligations", as such term is defined in the Security Agreement, are indefeasibly paid in full and the Security Agreement is terminated in writing by the Lender.

Dated: June 22, 2009

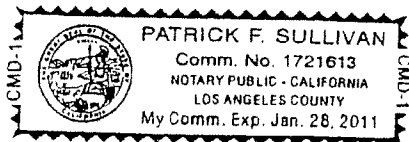
REBORN BEAUTY, LLC

By: [Signature]  
Name: John Matisse  
Title: Chief Executive Officer

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF LOS ANGELES )

On this 22 day of June, 2009 before me personally came John Matisse, to me known, who being duly sworn, did depose and say, that he is the Chief Executive Officer of REBORN BEAUTY, LLC, the limited liability company described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Management Committee of the limited liability company.

[Signature]  
Notary Public



B # 946276 v.1

**EXHIBIT B**

**See Attached**

**EXHIBIT E**  
**TO**  
**INTELLECTUAL PROPERTY SECURITY AGREEMENT**  
**SPECIAL POWER OF ATTORNEY**

STATE OF California )  
 ) ss.  
COUNTY OF Los Angeles )

KNOW ALL MEN BY THESE PRESENTS, that REBORN BEAUTY, LLC, a Delaware limited liability company (the "Borrower"), having a place of business at 9611 Pulaski Park Drive, Suite 311, Baltimore, Maryland 21220, hereby appoints and constitutes, severally, THE CIT GROUP/COMMERCIAL SERVICES, INC. (the "Lender"), and each of its officers, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of the Borrower:

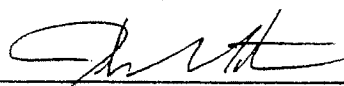
1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which the Lender, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of the Borrower in and to (i) any trademarks and all applications, registrations, recordings, extensions, and renewals thereof, (ii) any patents and all applications, reissues, continuations, continuations-in-part, divisionals, and reexaminations, thereof, and (iii) any copyrights and all applications, registrations, recordings, extensions, and renewals thereof, or (iv) for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which the Lender, in its discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney is made pursuant to an Intellectual Property Security Agreement, dated the date hereof, between the Borrower and the Lender (the "Security Agreement") and is subject to the terms and provisions thereof. This Power of Attorney, being coupled with an interest, is irrevocable until all "Obligations", as such term is defined in the Security Agreement, are indefeasibly paid in full and the Security Agreement is terminated in writing by the Lender.

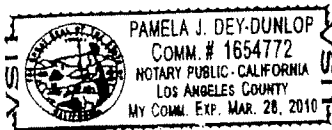
Dated: June 29 2009

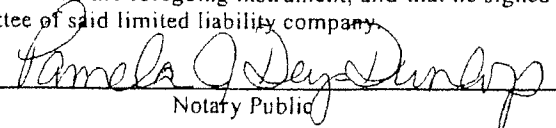
REBORN BEAUTY, LLC

By:   
Name: John Matise  
Title: Chief Executive Officer

STATE OF California )  
 ) ss.  
COUNTY OF Los Angeles )

On this 29 day of June, 2009, before me personally came John Matise, to me known, who being duly sworn, did depose and say, that he is the Chief Executive Officer of REBORN BEAUTY, LLC, the limited liability company described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Management Committee of said limited liability company.



  
Notary Public