

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Pacific World Corporation		10/31/2011	CORPORATION: CALIFORNIA
The W.E. Bassett Company		10/31/2011	CORPORATION: CONNECTICUT
C-Bates, LLC		10/31/2011	LIMITED LIABILITY COMPANY: CONNECTICUT

RECEIVING PARTY DATA

Name:	Bank of Montreal, as Administrative Agent
Street Address:	111 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 173

Property Type	Number	Word Mark
Registration Number:	1048194	KURLASH
Registration Number:	4032624	2 GO
Registration Number:	1748047	BEST NAILS NEXT TO YOUR OWN
Registration Number:	2917636	CALIFORNIA GIRL
Serial Number:	85114640	CELEBRATE YOUR NATURAL BEAUTY
Serial Number:	85114626	CELEBRATE YOUR NATURAL BEAUTY
Serial Number:	85114635	CELEBRATE YOUR NATURAL BEAUTY
Serial Number:	85114741	CELEBRATE YOUR NATURAL BEAUTY
Serial Number:	85114744	CELEBRATE YOUR NATURAL BEAUTY
Serial Number:	85114754	CELEBRATE YOUR NATURAL BEAUTY
Serial Number:	85115024	CELEBRATE YOUR NATURAL BEAUTY
Serial Number:	85115021	CELEBRATE YOUR NATURAL BEAUTY

OP \$4340.00 1048194

900205930

**TRADEMARK
 REEL: 004651 FRAME: 0715**

Serial Number:	85115017	CELEBRATE YOUR NATURAL BEAUTY
Serial Number:	85115012	CELEBRATE YOUR NATURAL BEAUTY
Registration Number:	1943898	COLOREADY
Registration Number:	3987251	COMFORT FLEX
Registration Number:	2322497	COMPLETELY FRENCH
Registration Number:	3628561	COUTURE
Registration Number:	2859035	CRYSTAL HARD
Registration Number:	2670045	DIABETIC BASICS
Registration Number:	2106476	DR. G'S
Registration Number:	2865754	EASY FRENCH
Registration Number:	3677603	EASY STICK
Registration Number:	1779972	EVERYONE WILL NOTICE. NO ONE WILL KNOW
Registration Number:	2867974	EYELENE
Registration Number:	2180135	FING'RS
Registration Number:	3067954	FING'RS
Registration Number:	1383876	FING'RS
Registration Number:	3370119	FING'RS EDGE
Registration Number:	2233099	FIX-A-NAIL
Registration Number:	3542267	FRENCH FINISH
Serial Number:	85021387	GEO GIRL
Serial Number:	85021384	GEO GIRL
Serial Number:	85021385	GEO GIRL
Serial Number:	85021383	GEO GIRL
Serial Number:	85267430	GEOBOY
Serial Number:	85267438	GEOBOY
Serial Number:	85267446	GEOBOY
Serial Number:	85267452	GEOBOY
Serial Number:	85267456	GEOBOY
Serial Number:	85267470	GEOBOY
Registration Number:	3963721	GEOGIRL
Registration Number:	3959987	GEOGIRL
Serial Number:	85021381	GEOGIRL
Serial Number:	85031724	GEOGIRL
Serial Number:	85031725	GEOGIRL
Serial Number:	85076143	GEOGIRL

	85076140	GEOGIRL
Serial Number:	85076114	GEOGIRL
Serial Number:	85076126	GEOGIRL
Serial Number:	85076131	GEOGIRL
Serial Number:	85076135	GEOGIRL
Serial Number:	85149722	GEOGIRL
Serial Number:	85146834	GEOGIRL
Serial Number:	85109980	GEOGIRL
Serial Number:	85268376	GEOKIDS
Serial Number:	85268379	GEOKIDS
Serial Number:	85268380	GEOKIDS
Serial Number:	85268388	GEOKIDS
Serial Number:	85268389	GEOKIDS
Serial Number:	85268393	GEOKIDS
Serial Number:	85268398	GEOKIDS
Serial Number:	85268403	GEOKIDS
Serial Number:	85268405	GEOKIDS
Serial Number:	85237089	GG
Serial Number:	85237085	GG
Serial Number:	85231451	GG
Serial Number:	85231432	GG
Serial Number:	85231428	GG
Serial Number:	85231424	GG
Serial Number:	85231419	GG
Serial Number:	85231415	GG
Serial Number:	85231408	GG
Serial Number:	85231395	GG
Serial Number:	85231390	GG
Serial Number:	85231387	GG
Registration Number:	4016142	GG
Serial Number:	85165216	GG-GIVES
Registration Number:	3264223	GIRLIE NAILS
Registration Number:	3143002	GLAM NAILS
Serial Number:	85144009	GLOW AHEAD
Registration Number:	3976086	GLOW AHEAD

	3826549	HANDCEUTICALS
Registration Number:	2243644	HANDCLENS
Serial Number:	85149733	HANDTHROPOLOGY
Registration Number:	2811854	HARD & HEALTHY
Registration Number:	3551220	HARDCORE NAIL ADDICT
Serial Number:	85210572	LASH SECRETS
Serial Number:	85210571	LASH SECRETS
Serial Number:	77927386	LASH STUDIO
Registration Number:	2849365	LASTING CREATIONS
Registration Number:	2830791	LASTING IMPRESSIONS
Registration Number:	3640817	LIGHT AS AIR
Registration Number:	3089924	LIL' FING'RS
Registration Number:	3089880	LITTLE FING'RS
Registration Number:	3674390	LOOKS LIKE YOUR OWN ONLY BETTER
Registration Number:	2870459	MAXIMUM SPEED
Registration Number:	2242115	
Registration Number:	2389640	
Serial Number:	77485987	MODEL RESULTS
Registration Number:	3804841	MODEL RESULTS
Registration Number:	3841440	MYCOCIDE
Registration Number:	3837952	MYCOCIDE
Registration Number:	3517382	NAIL COUTURE
Registration Number:	3797688	NAILCEUTICALS
Registration Number:	1383877	NAILENE
Registration Number:	3162752	NAILENE
Registration Number:	2851906	PERFECT FIT
Registration Number:	3151611	PERFECT PEDICURE
Registration Number:	2869659	PERFECT TOES
Registration Number:	1825705	PERFECTOUCH
Registration Number:	2861352	PERSONAL FIT
Registration Number:	2203049	PROFESSIONAL SOLUTIONS
Registration Number:	3248589	PURE MATCH
Registration Number:	2856813	QUICK CREATIONS
Registration Number:	2753806	QUICK FRENCH
Registration Number:	2830792	QUICK IMPRESSIONS

	1775688	QUIK FIX
Registration Number:	3022052	REAL FRENCH
Registration Number:	3747757	RUNWAY
Serial Number:	77478094	RUNWAY
Registration Number:	3818972	RUNWAY
Registration Number:	2941060	RUNWAY
Registration Number:	3555074	RUNWAY COLLECTION
Registration Number:	3411152	SALON FRENCH
Registration Number:	1619341	SCULPTUREADY
Serial Number:	85333438	SENSATIONAIL
Registration Number:	2563057	SIMPLE AS ABC-ALWAYS BE CLEAN
Registration Number:	3837965	SIMPLE AS... ALWAYS BE CLEAN HAND HYGIENE PROGRAM
Registration Number:	3837966	SIMPLE AS...ABC ALWAYS BE CLEAN HAND HYGIENE PROGRAM
Registration Number:	3580982	SO REAL
Registration Number:	2474520	SPA SOAK
Registration Number:	2854756	SUPER NATURAL
Registration Number:	3573380	TOTAL CARE
Registration Number:	3635297	ULTRA QUICK
Registration Number:	2902471	ULTRABOND PRIMER
Registration Number:	3677597	VIRTUALLY YOURS
Registration Number:	2106477	WOODWARD LABORATORIES
Registration Number:	2148199	WOODWARD'S MYCOCIDE
Registration Number:	0951857	BASSETT
Registration Number:	0952167	BASSETT
Registration Number:	3493335	BB BASSETT BRANDS
Registration Number:	3390141	CITRUS COOLER
Registration Number:	1684122	EASY HOLD
Registration Number:	1543300	EASY HOLD BY TRIM
Registration Number:	1320127	
Registration Number:	1442780	
Registration Number:	2263678	NAIL SENSE
Registration Number:	2388063	NEAT FEET
Registration Number:	3719480	PED TRIO

Registration Number:	3719479	PEDI BEAN
Registration Number:	3228478	PEDX
Registration Number:	3225588	PERFECT GRIP
Registration Number:	3036709	TOTALLY TOGETHER
Registration Number:	0695409	TRIM
Registration Number:	2956569	TRIM
Registration Number:	3033485	TRIM
Registration Number:	0903941	TRIM
Registration Number:	0972322	TRIM
Registration Number:	0989676	TRIM
Registration Number:	0614895	TRIM
Registration Number:	1607508	TRIM
Registration Number:	1627990	TRIM
Registration Number:	0902953	TRIM
Registration Number:	0632793	TRIM
Registration Number:	2509694	TRIM FOR TOTS
Registration Number:	1280544	TRIM GLOW
Serial Number:	85049052	TRIM ITOOLS
Registration Number:	3577169	TRIM SILK
Registration Number:	3225573	TRIM SOLUTIONS
Registration Number:	0656074	TRIM-TRIO
Registration Number:	0655900	TRIMCLIP
Registration Number:	1195541	TRIMPAC

CORRESPONDENCE DATA

Fax Number: (312)863-7865
Phone: 312-201-3865
Email: sharon.patterson@goldbergkohn.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: Sharon Patterson, Paralegal
Address Line 1: Goldberg Kohn Ltd., 55 E. Monroe St.
Address Line 2: Ste. 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 3630.125

NAME OF SUBMITTER: Sharon Patterson

Signature:

TRADEMARK
REEL: 004651 FRAME: 0720

/sharon patterson/

Date:

10/31/2011

Total Attachments: 40

source=trademark#page1.tif
source=trademark#page2.tif
source=trademark#page3.tif
source=trademark#page4.tif
source=trademark#page5.tif
source=trademark#page6.tif
source=trademark#page7.tif
source=trademark#page8.tif
source=trademark#page9.tif
source=trademark#page10.tif
source=trademark#page11.tif
source=trademark#page12.tif
source=trademark#page13.tif
source=trademark#page14.tif
source=trademark#page15.tif
source=trademark#page16.tif
source=trademark#page17.tif
source=trademark#page18.tif
source=trademark#page19.tif
source=trademark#page20.tif
source=trademark#page21.tif
source=trademark#page22.tif
source=trademark#page23.tif
source=trademark#page24.tif
source=trademark#page25.tif
source=trademark#page26.tif
source=trademark#page27.tif
source=trademark#page28.tif
source=trademark#page29.tif
source=trademark#page30.tif
source=trademark#page31.tif
source=trademark#page32.tif
source=trademark#page33.tif
source=trademark#page34.tif
source=trademark#page35.tif
source=trademark#page36.tif
source=trademark#page37.tif
source=trademark#page38.tif
source=trademark#page39.tif
source=trademark#page40.tif

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement") dated as of October 31, 2011, by PACIFIC WORLD CORPORATION, a California corporation, and each of the other persons, if any, designated as a Grantor on the signature pages hereof (collectively, the "Grantors"), in favor of BANK OF MONTREAL, as administrative agent ("Administrative Agent").

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") among the Grantors, certain affiliates of the Grantors from time to time a party thereto, Lenders from time to time party thereto (the "Lenders") and Administrative Agent, Administrative Agent and Lenders have agreed to make certain loans and other financial accommodations for the benefit of each Grantor or an affiliate thereof; and

WHEREAS, Administrative Agent and Lenders are willing to make the loans and other financial accommodations as provided for in the Credit Agreement on the condition, among others, that each Grantor shall have executed and delivered to Administrative Agent (a) that certain Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") among the Grantors, the other "Debtors" party thereto and Administrative Agent and (b) this 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 capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement. The term "Trademarks" shall mean all of the trademarks, trademark registrations, trademark applications, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, other business identifiers, prints and labels of each Grantor on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith (other than "intent to use" applications until a verified statement of use is filed with respect to such applications), including, without limitation, the registered trademarks, trade names and service marks for which registration has been obtained or for which applications to register are pending listed on Schedule 1 attached hereto and hereby made a part hereof, and all renewals, extensions and continuations of any of the foregoing, and all income, royalties, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present or future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the Obligations, each Grantor hereby grants to Administrative Agent a continuing first priority security interest in all of its right, title and interest in, to and under the

following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(b) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

3. AGREEMENT; SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent 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.

4. COUNTERPARTS. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

5. SEVERABILITY. In the event and to the extent that any provision hereof shall be deemed to be invalid or unenforceable by reason of the operation of any law or by reason of the interpretation placed thereon by any court, this Agreement shall to such extent be construed as not containing such provision, but only as to such locations where such law or interpretation is operative, and the invalidity or unenforceability of such provision shall not affect the validity of any remaining provisions hereof, and any and all other provisions hereof which are otherwise lawful and valid shall remain in full force and effect.

6. ASSIGNMENTS. This Agreement shall create a continuing lien on and security interest in the Trademark Collateral and shall be binding upon each Grantor and its successors and assigns and shall inure to the benefit of the Administrative Agent and its successors and permitted assigns.

7. GOVERNING LAW. This Agreement, and the rights and duties of the parties hereto, shall be construed and determined in accordance with the internal laws of the State of New York.

8. TERMINATION. Upon the payment in full of the Secured Obligations (as such term is defined in the Security Agreement) (other than unasserted contingent indemnification and unasserted expense reimbursement obligations) in accordance with the provisions of the Credit Agreement and the expiration or termination of the Commitments thereunder, the Liens and security interest granted hereby shall automatically terminate and all rights to the Trademark Collateral shall revert to the applicable Grantor or any other Person entitled thereto, and at such time, Administrative Agent will authorize the filing of, and at the

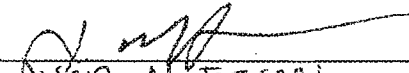
expense of Grantors deliver to the applicable Grantor, any releases of security interests in intellectual property collateral and other release documentation reasonably requested by any Grantor to terminate such Liens and such security interests and take such further action as is reasonably requested by any Grantor.

[signature page follows]

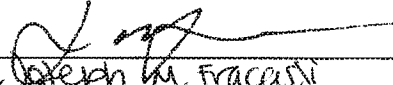
IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

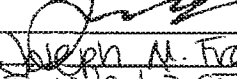
PACIFIC WORLD CORPORATION,
a California corporation

By 
Name Joseph M. Fracasi
Title President & CEO

THE W.E. BASSETT COMPANY,
a Connecticut corporation

By 
Name Joseph M. Fracassi
Title President & CEO

C-BATES, LLC,
a Connecticut corporation

By 
Name Joseph M. Fracassi
Title President & CEO

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF MONTREAL, as Administrative Agent

By Tara Cupisni
Name TARA CUPISNI
Title VICE PRESIDENT

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

Schedule
to
Trademark Security Agreement
United States Applications and Registrations

Trademark	Jurisdiction	Registration Number	Registration Date	Owner
KURLASH	USA	1048194	September 14, 1976	C-Bates, LLC
2 GO	USA	4032624	September 27, 2011	Pacific World Corporation
BEST NAILS NEXT TO YOUR OWN	USA	1748047	January 26, 1993	Pacific World Corporation
CALIFORNIA GIRL	USA	2917636	January 11, 2005	Pacific World Corporation
CELEBRATE YOUR NATURAL BEAUTY	USA	Pending -- Application No. 85114640	N/A	Pacific World Corporation
CELEBRATE YOUR NATURAL BEAUTY	USA	Pending -- Application No. 85114626	N/A	Pacific World Corporation
CELEBRATE YOUR NATURAL BEAUTY	USA	Pending -- Application No. 85114635	N/A	Pacific World Corporation


Schedule
to
Trademark Security Agreement
United States Applications and Registrations

Trademark	Jurisdiction	Registration Number	Registration Date	Owner
CELEBRATE YOUR NATURAL BEAUTY	USA	Pending - Application No. 85114741	N/A	Pacific World Corporation
CELEBRATE YOUR NATURAL BEAUTY	USA	Pending - Application No. 85114744	N/A	Pacific World Corporation
CELEBRATE YOUR NATURAL BEAUTY	USA	Pending - Application No. 85114754	N/A	Pacific World Corporation
CELEBRATE YOUR NATURAL BEAUTY	USA	Pending - Application No. 85115024	N/A	Pacific World Corporation
CELEBRATE YOUR NATURAL BEAUTY	USA	Pending - Application No. 85115021	N/A	Pacific World Corporation
CELEBRATE YOUR NATURAL BEAUTY	USA	Pending - Application No. 85115017	N/A	Pacific World Corporation
CELEBRATE YOUR NATURAL BEAUTY	USA	Pending - Application No. 85115012	N/A	Pacific World Corporation

Schedule
to
Trademark Security Agreement
United States Applications and Registrations

Trademark	Jurisdiction	Registration Number	Registration Date	Owner
COLOREADY	USA	1943898	December 26, 1995	Pacific World Corporation
COMFORT FLEX	USA	3987251	June 28, 2011	Pacific World Corporation
COMPLETELY FRENCH	USA	2322497	February 22, 2000	Pacific World Corporation
COUTURE	USA	3628561	May 26, 2009	Pacific World Corporation
CRYSTAL HARD	USA	2859035	June 29, 2004	Pacific World Corporation
DIABETIC BASICS	USA	2670045	December 31, 2002	Pacific World Corporation
DR. G'S	USA	2106476	October 21, 1997	Pacific World Corporation
EASY FRENCH	USA	2865754	July 20, 2004	Pacific World Corporation

Schedule
to
Trademark Security Agreement
United States Applications and Registrations

Trademark	Jurisdiction	Registration Number	Registration Date	Owner
EASY STICK	USA	3677603	September 1, 2009	Pacific World Corporation
EVERYONE WILL NOTICE. NO ONE WILL KNOW	USA	1779972	July 6, 1993	Pacific World Corporation
EYELENE	USA	2867974	July 27, 2004	Pacific World Corporation
	USA	2180135	August 11, 1998	Pacific World Corporation
FINGERS	USA	3067954	March 14, 2006	Pacific World Corporation

Schedule
to
Trademark Security Agreement
United States Applications and Registrations

Trademark	Jurisdiction	Registration Number	Registration Date	Owner
FINGERS	USA	1383876	February 25, 1986	Pacific World Corporation
FINGERS EDGE	USA	3370119	January 15, 2006	Pacific World Corporation
FIX-A-NAIL	USA	2233099	March 16, 1999	Pacific World Corporation
FRENCH FINISH	USA	3542267	December 2, 2008	Pacific World Corporation
GEO GIRL	USA	Pending - Application No. 85021387	N/A	Pacific World Corporation
GEO GIRL	USA	Pending - Application No. 85021384	N/A	Pacific World Corporation
GEO GIRL	USA	Pending - Application No. 85021385	N/A	Pacific World Corporation

Schedule
to
Trademark Security Agreement
United States Applications and Registrations

Trademark	Jurisdiction	Registration Number	Registration Date	Owner
GEO GIRL	USA	Pending - Application No. 85021383	N/A	Pacific World Corporation
GEOBOY	USA	Pending - Application No. 85267430	N/A	Pacific World Corporation
GEOBOY	USA	Pending - Application No. 85267438	N/A	Pacific World Corporation
GEOBOY	USA	Pending - Application No. 85267446	N/A	Pacific World Corporation
GEOBOY	USA	Pending - Application No. 85267452	N/A	Pacific World Corporation
GEOBOY	USA	Pending - Application No. 85267456	N/A	Pacific World Corporation
GEOBOY	USA	Pending - Application No. 85267470	N/A	Pacific World Corporation

Schedule
to
Trademark Security Agreement
to
United States Applications and Registrations

Trademark	Jurisdiction	Registration Number	Registration Date	Owner
GEOGIRL	USA	3963721	May 17, 2011	Pacific World Corporation
GEOGIRL	USA	3959987	May 10, 2011	Pacific World Corporation
GEOGIRL	USA	Pending - Application No. 85021381	N/A	Pacific World Corporation
GEOGIRL	USA	Pending - Application No. 85031724	N/A	Pacific World Corporation
GEOGIRL	USA	Pending - Application No. 85031725	N/A	Pacific World Corporation
GEOGIRL	USA	Pending - Application No. 85076143	N/A	Pacific World Corporation
GEOGIRL	USA	Pending - Application No. 85076140	N/A	Pacific World Corporation






Schedule
to
Trademark Security Agreement
to
United States Applications and Registrations

Trademark	Jurisdiction	Registration Number	Registration Date	Owner
GEOGIRL	USA	Pending - Application No. 85076114	N/A	Pacific World Corporation
GEOGIRL	USA	Pending - Application No. 85076126	N/A	Pacific World Corporation
GEOGIRL	USA	Pending - Application No. 85076131	N/A	Pacific World Corporation
GEOGIRL	USA	Pending - Application No. 85076135	N/A	Pacific World Corporation
GEOGIRL	USA	Pending - Application No. 85149722	N/A	Pacific World Corporation
GEOGIRL	USA	Pending - Application No. 85146834	N/A	Pacific World Corporation
GEOGIRL	USA	Pending - Application No. 85109980	N/A	Pacific World Corporation

Schedule
to
Trademark Security Agreement
United States Applications and Registrations

Trademark	Jurisdiction	Registration Number	Registration Date	Owner
GEOKIDS	USA	Pending – Application No. 85268376	N/A	Pacific World Corporation
GEOKIDS	USA	Pending – Application No. 85268379	N/A	Pacific World Corporation
GEOKIDS	USA	Pending – Application No. 85268380	N/A	Pacific World Corporation
GEOKIDS	USA	Pending – Application No. 85268388	N/A	Pacific World Corporation
GEOKIDS	USA	Pending – Application No. 85268389	N/A	Pacific World Corporation
GEOKIDS	USA	Pending – Application No. 85268393	N/A	Pacific World Corporation
GEOKIDS	USA	Pending – Application No. 85268398	N/A	Pacific World Corporation

Schedule
to
Trademark Security Agreement
United States Applications and Registrations

Trademark	Jurisdiction	Registration Number	Registration Date	Owner
GEOKIDS	USA	Pending - Application No. 85268403	N/A	Pacific World Corporation
GEOKIDS	USA	Pending - Application No. 85268405	N/A	Pacific World Corporation
	USA	Pending - Application No. 85237089	N/A	Pacific World Corporation
	USA	Pending - Application No. 85237085	N/A	Pacific World Corporation
	USA	Pending - Application No. 85231451	N/A	Pacific World Corporation
	USA	Pending - Application No. 85231432	N/A	Pacific World Corporation
	USA	Pending - Application No. 85231428	N/A	Pacific World Corporation

Schedule
to
Trademark Security Agreement
United States Applications and Registrations

Trademark	Jurisdiction	Registration Number	Registration Date	Owner
gg	USA	Pending - Application No. 85231424	N/A	Pacific World Corporation
gg	USA	Pending - Application No. 85231419	N/A	Pacific World Corporation
gg	USA	Pending - Application No. 85231415	N/A	Pacific World Corporation
gg	USA	Pending - Application No. 85231408	N/A	Pacific World Corporation
gg	USA	Pending - Application No. 85231395	N/A	Pacific World Corporation
gg	USA	Pending - Application No. 85231390	N/A	Pacific World Corporation

Schedule
to
Trademark Security Agreement
to
United States Applications and Registrations

Trademark	Jurisdiction	Registration Number	Registration Date	Owner
gg	USA	Pending - Application No. 85231387	N/A	Pacific World Corporation
gg	USA	4016142	August 23, 2011	Pacific World Corporation
GG-GIVES	USA	Pending - Application No. 85165216	N/A	Pacific World Corporation
GIRLIE NAILS	USA	3264223	July 17, 2007	Pacific World Corporation
GLAM NAILS	USA	3143002	September 12, 2006	Pacific World Corporation
GLOW AHEAD	USA	Pending - Application No. 85144009	N/A	Pacific World Corporation
GLOW AHEAD	USA	3976086	June 7, 2011	Pacific World Corporation

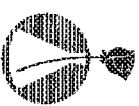
Schedule
to
Trademark Security Agreement
United States Applications and Registrations

Trademark	Jurisdiction	Registration Number	Registration Date	Owner
HANDCEUTICALS	USA	3826549	July 27, 2010	Pacific World Corporation
HANDCLENES	USA	2243844	May 4, 1999	Pacific World Corporation
HANDTHROPOLOGY	USA	Pending -- Application No. 85149733	N/A	Pacific World Corporation
HARD & HEALTHY	USA	2811854	February 3, 2004	Pacific World Corporation
HARDCORE NAIL ADDICT	USA	3551220	December 23, 2008	Pacific World Corporation

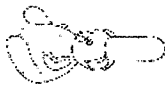
Schedule
to
Trademark Security Agreement
United States Applications and Registrations

Trademark	Jurisdiction	Registration Number	Registration Date	Owner
LASH SECRETS	USA	Pending - Application No. 85210572	N/A	Pacific World Corporation
LASH SECRETS	USA	Pending - Application No. 85210571	N/A	Pacific World Corporation
LASH STUDIO	USA	Pending - Application No. 77927386	N/A	Pacific World Corporation
LASTING CREATIONS	USA	2849365	June 1, 2004	Pacific World Corporation
LASTING IMPRESSIONS	USA	2830791	April 6, 2004	Pacific World Corporation
LIGHT AS AIR	USA	3640817	June 16, 2009	Pacific World Corporation

Schedule
to
Trademark Security Agreement
to
United States Applications and Registrations

Trademark	Jurisdiction	Registration Number	Registration Date	Owner
LIL' FINGERS	USA	3089924	May 9, 2006	Pacific World Corporation
LITTLE FINGERS	USA	3089880	May 9, 2006	Pacific World Corporation
LOOKS LIKE YOUR OWN ONLY BETTER	USA	3674390	August 25, 2009	Pacific World Corporation
MAXIMUM SPEED	USA	2870459	August 3, 2004	Pacific World Corporation
	USA	2242115	April 27, 1999	Pacific World Corporation

Schedule
to
Trademark Security Agreement
to
United States Applications and Registrations

Trademark	Jurisdiction	Registration Number	Registration Date	Owner
	USA	2389640	September 26, 2000	Pacific World Corporation
MODEL RESULTS	USA	Pending - Application No. 77485987	N/A	Pacific World Corporation
MODEL RESULTS	USA	3804841	June 15, 2010	Pacific World Corporation
MYCOCIDE	USA	3841440	August 31, 2010	Pacific World Corporation

Schedule
to
Trademark Security Agreement
United States Applications and Registrations

Trademark	Jurisdiction	Registration Number	Registration Date	Owner
MYCOCIDE	USA	3937952	August 24, 2010	Pacific World Corporation
MAIL COUTURE	USA	3517382	October 14, 2008	Pacific World Corporation
NAILCEUTICALS	USA	3797688	June 1, 2010	Pacific World Corporation
NAILENE	USA	1383877	February 25, 1986	Pacific World Corporation

Schedule
to
Trademark Security Agreement
to
United States Applications and Registrations

Trademark	Jurisdiction	Registration Number	Registration Date	Owner
NAILENE	USA	3162752	October 24, 2006	Pacific World Corporation
PERFECT FIT	USA	2851908	June 8, 2004	Pacific World Corporation
PERFECT PEDICURE	USA	3151611	October 3, 2006	Pacific World Corporation
PERFECT TOES	USA	2869659	August 3, 2004	Pacific World Corporation
PERFECTOUCH	USA	1825705	March 8, 1994	Pacific World Corporation
PERSONAL FIT	USA	2861352	July 6, 2004	Pacific World Corporation


Schedule
to
Trademark Security Agreement
United States Applications and Registrations

Trademark	Jurisdiction	Registration Number	Registration Date	Owner
PROFESSIONAL SOLUTIONS	USA	2203049	November 10, 1998	Pacific World Corporation
PURE MATCH	USA	3248589	May 29, 2007	Pacific World Corporation
QUICK CREATIONS	USA	2856813	June 22, 2004	Pacific World Corporation
QUICK FRENCH	USA	2753806	August 19, 2003	Pacific World Corporation
QUICK IMPRESSIONS	USA	2830792	April 6, 2004	Pacific World Corporation
QUIK FIX	USA	1775888	June 8, 1993	Pacific World Corporation
REAL FRENCH	USA	3022052	November 29, 2005	Pacific World Corporation
RUNWAY	USA	3747757	February 9, 2010	Pacific World Corporation

Schedule
to
Trademark Security Agreement
United States Applications and Registrations

Trademark	Jurisdiction	Registration Number	Registration Date	Owner
RUNWAY	USA	Pending - Application No. 77478094	N/A	Pacific World Corporation
RUNWAY	USA	3818972	July 13, 2010	Pacific World Corporation
RUNWAY	USA	2941080	April 19, 2005	Pacific World Corporation
RUNWAY COLLECTION	USA	3555074	December 30, 2008	Pacific World Corporation
SALON FRENCH	USA	3411152	April 8, 2008	Pacific World Corporation
SCULPTUREADY	USA	1619341	October 30, 1990	Pacific World Corporation
SENSATIONAL	USA	Pending - Application No. 85333438	N/A	Pacific World Corporation
SIMPLE AS ABC-ALWAYS BE CLEAN	USA	2563057	April 23, 2002	Pacific World Corporation




Schedule
to
Trademark Security Agreement
to
United States Applications and Registrations

Trademark	Jurisdiction	Registration Number	Registration Date	Owner
 <p>SIMPLE AS, HAND HYGIENE PROGRAM</p>	USA	3837965	August 24, 2010	Pacific World Corporation
SIMPLE AS, ABC ALWAYS BE CLEAN HAND HYGIENE PROGRAM	USA	3837966	August 24, 2010	Pacific World Corporation
SO REAL	USA	3580982	February 24, 2009	Pacific World Corporation
SPA SOAK	USA	2474520	July 31, 2001	Pacific World Corporation
SUPER NATURAL	USA	2854756	June 15, 2004	Pacific World Corporation
TOTAL CARE	USA	3573380	February 10, 2009	Pacific World Corporation


Schedule
to
Trademark Security Agreement
to
United States Applications and Registrations

Trademark	Jurisdiction	Registration Number	Registration Date	Owner
ULTRA QUICK	USA	3635297	June 9, 2009	Pacific World Corporation
ULTRABOND PRIMER	USA	2902471	November 9, 2004	Pacific World Corporation
VIRTUALLY YOURS	USA	3677597	September 1, 2009	Pacific World Corporation
WOODWARD LABORATORIES	USA	2106477	October 21, 1997	Pacific World Corporation
WOODWARD'S MYCOCID	USA	2148199	March 31, 1998	Pacific World Corporation
BASSETT	USA	951857	January 30, 1973	The W.E. Bassett Company
BASSETT	USA	952167	January 30, 1973	The W.E. Bassett Company

Schedule
to
Trademark Security Agreement
United States Applications and Registrations

Trademark	Jurisdiction	Registration Number	Registration Date	Owner
	USA	3493335	August 26, 2008	The W.E. Bassett Company
CITRUS COOLER	USA	3390141	February 26, 2008	The W.E. Bassett Company
EASY HOLD	USA	1684122	April 21, 1992	The W.E. Bassett Company
EASY HOLD by 	USA	1543300	June 13, 1989	The W.E. Bassett Company
	USA	1320127	February 12, 1985	The W.E. Bassett Company

Schedule
to
Trademark Security Agreement
to
United States Applications and Registrations

Trademark	Jurisdiction	Registration Number	Registration Date	Owner
	USA	1442780	June 16, 1987	The W.E. Bassett Company
NAIL SENSE	USA	2263678	July 20, 1999	The W.E. Bassett Company
NEAT FEET	USA	2388063	September 19, 2000	The W.E. Bassett Company
PED TRIO	USA	3719480	December 1, 2009	The W.E. Bassett Company
PEDI BEAN	USA	3719479	December 1, 2009	The W.E. Bassett Company
PEDX	USA	3228478	April 10, 2007	The W.E. Bassett Company



Schedule
to
Trademark Security Agreement
United States Applications and Registrations

Trademark	Jurisdiction	Registration Number	Registration Date	Owner
PERFECT GRIP	USA	3225588	April 3, 2007	The W.E. Bassett Company
TOTALLY TOGETHER	USA	3036709	December 27, 2005	The W.E. Bassett Company
TRIM	USA	695409	March 29, 1960	The W.E. Bassett Company
TRIM	USA	2956569	May 31, 2005	The W.E. Bassett Company
TRIM	USA	3033485	December 27, 2005	The W.E. Bassett Company
TRIM	USA	903941	December 8, 1970	The W.E. Bassett Company

Schedule
to
Trademark Security Agreement
to
United States Applications and Registrations

Trademark	Jurisdiction	Registration Number	Registration Date	Owner
TRIM	USA	972322	November 6, 1973	The W.E. Bassett Company
TRIM	USA	989676	July 30, 1974	The W.E. Bassett Company
TRIM	USA	614895	October 25, 1955	The W.E. Bassett Company
TRIM	USA	1607508	July 24, 1990	The W.E. Bassett Company
TRIM	USA	1627990	December 18, 1990	The W.E. Bassett Company

Schedule
to
Trademark Security Agreement
United States Applications and Registrations

Trademark	Jurisdiction	Registration Number	Registration Date	Owner
	USA	902953	November 24, 1970	The W.E. Bassett Company
	USA	632793	August 14, 1956	The W.E. Bassett Company
TRIM FOR TOTS	USA	2509694	November 20, 2001	The W.E. Bassett Company
TRIM GLOW	USA	1280544	June 5, 1984	The W.E. Bassett Company
TRIM ITOOLS	USA	Pending - Application No. 85049062	N/A	The W.E. Bassett Company
TRIM SILK	USA	3577169	February 17, 2009	The W.E. Bassett Company


Schedule
to
Trademark Security Agreement
United States Applications and Registrations

Trademark	Jurisdiction	Registration Number	Registration Date	Owner
TRIM SOLUTIONS	USA	3225573	April 3, 2007	The W.E. Bassett Company
TRIM-TRIO	USA	656074	December 24, 1957	The W.E. Bassett Company
TRIMCLIP	USA	655900	December 17, 1957	The W.E. Bassett Company
TRIMPAC	USA	1195541	May 18, 1982	The W.E. Bassett Company

Schedule
to
Trademark Security Agreement
Canadian Applications and Registrations



Trademark	Jurisdiction	Registration Number	Registration Date	Owner
CALIFORNIA GIRL	Canada	TMA693882	August 10, 2007	Pacific World Corporation
COMFORT FLEX	Canada	Pending - Application No. 1515871	N/A	Pacific World Corporation
DR. G'S	Canada	Pending - Application No. 1473272	N/A	Pacific World Corporation
EYELENE	Canada	TMA786179	December 30, 2010	Pacific World Corporation
FING'RS	Canada	TMA807044	September 20, 2011	Pacific World Corporation
GEOGIRL	Canada	Pending - Application No. 1497731	N/A	Pacific World Corporation
LITTLE FING'RS	Canada	TMA728518	November 17, 2008	Pacific World Corporation
MYCOCIDE	Canada	TMA 797319	May 11, 2011	Pacific World Corporation

Schedule
to
Trademark Security Agreement
to
Canadian Applications and Registrations

Trademark	Jurisdiction	Registration Number	Registration Date	Owner
MAILENE	Canada	TMA329893	July 3, 1987	Pacific World Corporation
SCULPTUREADY	Canada	TMA407075	January 22, 1993	Pacific World Corporation
SENSATIONAIL	Canada	Pending - Application No. 1531942	N/A	Pacific World Corporation
PEDX	Canada	TMA742863	June 30, 2009	The W. E. Bassett Company, Inc. ¹
EASY HOLD by 	Canada	TMA379944	February 15, 1991	The W. E. Bassett Company

¹ The registration identifies the registrant as "The W. E. Bassett Company, Inc." instead of "The W. E. Bassett Company."

Schedule
to
Trademark Security Agreement
Canadian Applications and Registrations

Trademark	Jurisdiction	Registration Number	Registration Date	Owner
	Canada	TMA415095	August 6, 1993	W. E. Bassett Company ²
NATURAL BUFF	Canada	TMA315168	June 13, 1986	The W. E. Bassett Company
RINKY	Canada	TMA268490	April 30, 1982	The W. E. Bassett Company
TRAVELER	Canada	TMA306070	August 23, 1985	The W. E. Bassett Company
TRIM GLOW	Canada	TMA303851	September 13, 1985	The W. E. Bassett Company
	Canada	TMA373370	September 14, 1990	The W. E. Bassett Company

² The registration identifies the registrant as "W. E. Bassett Company" instead of "The W. E. Bassett Company."

Schedule
to
Trademark Security Agreement
Canadian Applications and Registrations

Trademark	Jurisdiction	Registration Number	Registration Date	Owner
TRIM	Canada	TMA116324	December 24, 1959	The W. E. Bassett Company
COSMETCO	Canada	TMA165732	October 17, 1969	C-Bates, LLC
DIAMON-DEB	Canada	TMA192277	June 29, 1973	C-Bates, LLC
DIAMON-GLAZE	Canada	TMA174063	February 5, 1971	C-Bates, LLC
TWISSORS	Canada	UCA49951	May 12, 1954	C-Bates, LLC