

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM362292

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Japonesque, LLC		03/24/2015	LIMITED LIABILITY COMPANY: CALIFORNIA
Japonesque Holding Corporation		03/24/2015	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	AVIDBANK
Street Address:	50 West San Fernando Street
Internal Address:	Suite 850
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95113
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Serial Number:	86748437	KUMADORI
Serial Number:	86488057	AMP-UP ADJUSTABLE IMPACT MASCARA
Serial Number:	86311963	SALON COLLECTION
Serial Number:	86126788	
Serial Number:	86126769	
Serial Number:	86126728	
Serial Number:	85897248	PIXELATED COLOR
Serial Number:	85816039	VELVET TOUCH
Serial Number:	85027678	BEAUTY FIXATION
Serial Number:	78010670	GO CURL
Serial Number:	77981332	ARTE D'ITALIA
Serial Number:	77777413	WET 'N DRY PEDICURE PEBBLE
Serial Number:	77116384	JAPONESQUE CREATE BEAUTY
Serial Number:	77116336	CREATE BEAUTY
Serial Number:	77018136	SALON COLLECTION
Serial Number:	75591673	LIPSTICK PALETTE

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	75591650	MAKEUP PALETTE
Serial Number:	75584177	JAPONESQUE
Serial Number:	75179059	GOTTA GO
Serial Number:	75115760	PRECISION LASH CURLER
Serial Number:	75115759	MAKEUP PALETTE
Serial Number:	75115757	LIPSTICK PALETTE
Serial Number:	74515159	JAPONESQUE

CORRESPONDENCE DATA

Fax Number: 2136305601

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 213-891-5739

Email: wwolff@buchalter.com

Correspondent Name: William Wolff

Address Line 1: c/o Buchalter Nemer, 1000 Wilshire Blvd.

Address Line 2: 15th Floor

Address Line 4: Los Angeles, CALIFORNIA 90017

ATTORNEY DOCKET NUMBER:	A9501-0009
NAME OF SUBMITTER:	William Wolff
SIGNATURE:	/William Wolff/
DATE SIGNED:	11/13/2015

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "*Trademark Security Agreement*") is made this 24th day of March, 2015, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "*Grantors*" and each individually "*Grantor*"), and AVIDBANK, a California banking corporation ("*Bank*").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of March 24, 2015 (as amended, restated, supplemented, or otherwise modified from time to time, the "*Credit Agreement*") by and between JAPONESQUE HOLDING CORPORATION, a Delaware corporation ("*Parent*"), JAPONESQUE, LLC, a California limited liability company ("*Japonesque*") (Parent and Japonesque are sometimes collectively referred to herein as "*Borrowers*" and each individually as a "*Borrower*"), and Bank, Bank agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Bank is willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Bank that certain Security Agreement, dated as of even date with the Credit Agreement (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "*Security Agreement*"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Bank this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

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

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

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

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

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Bank, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Bank pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Bank with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall abide by Section 7.15 of the Security Agreement with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Bank unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Bank's continuing security interest in all Collateral, whether or not listed on Schedule I.

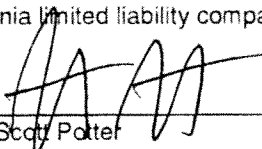
6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same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

[SIGNATURE PAGE FOLLOWS]

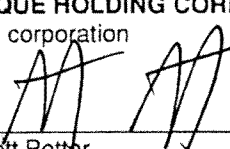
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

JAPONESQUE, LLC
a California limited liability company

By: 
Name: Scott Potter
Title: Secretary

JAPONESQUE HOLDING CORPORATION
a Delaware corporation

By: 
Name: Scott Potter
Title: President

Trademark Security Agreement

TRADEMARK
REEL: 005668 FRAME: 0166

BANK:

ACCEPTED AND ACKNOWLEDGED BY:

AVIDBANK,
a California banking corporation

By: Linh Phan
Name: Linh Phan
Title: Vice President

Trademark Security Agreement

TRADEMARK
REEL: 005668 FRAME: 0167

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

United States Trademark Registrations/Applications

GRANTOR	COUNTRY	MARK	FILING DATE	APP. NO.	REG. NO.
					REG. DATE
Japonesque, LLC	USA	KUMADORI	9/04/2015	86748437	N/A
Japonesque, LLC	USA	AMP-UP ADJUSTABLE IMPACT MASCARA	12/22/2014	86488057	N/A
Japonesque, LLC	USA	SALON COLLECTION	6/17/2014	86311963	4687872 2/17/2015
Japonesque, LLC	USA	<i>Design</i>	11/22/2013	86126788	4634444 11/4/2014
Japonesque, LLC	USA	<i>Design</i>	11/22/2013	86126769	4634443 11/4/2014
Japonesque, LLC	USA	<i>Design</i>	11/22/2013	86126728	4634442 11/4/2014
Japonesque, LLC	USA	PIXELATED COLOR	4/6/2013	85897248	N/A
Japonesque, LLC	USA	VELVET TOUCH	1/4/2013	85816039	4610454 9/23/2014
Japonesque, LLC	USA	BEAUTY FIXATION	4/30/2010	85027678	N/A
Japonesque, LLC	USA	GO CURL	5/31/2000	78010670	2525228 1/1/2002
Japonesque, LLC	USA	ARTE D'ITALIA	7/13/2009	77981332	3932652 3/15/2011
Japonesque, LLC	USA	WET 'N DRY PEDICURE PEBBLE	7/9/2009	77777413	4056733 11/15/2011
Japonesque, LLC	USA	JAPONESQUE CREATE BEAUTY	2/26/2007	77116384	3499635 9/9/2008
Japonesque, LLC	USA	CREATE BEAUTY	2/26/2007	77116336	3499634 9/9/2008

GRANTOR	COUNTRY	MARK	FILING DATE	APP. NO.	REG. NO.
					REG. DATE
Japonesque, LLC	USA	SALON COLLECTION	10/10/2006	77018136	3428870 5/13/2008
Japonesque, LLC	USA	LIPSTICK PALETTE	11/19/1998	75591673	2516117 12/11/2001
Japonesque, LLC	USA	MAKEUP PALETTE	11/19/1998	75591650	2516116 12/11/2001
Japonesque, LLC	USA	JAPONESQUE	11/6/1998	75584177	2316072 3/10/1998
Japonesque, LLC	USA	GOTTA GO	10/9/1996	75179059	2143551 12/30/1997
Japonesque, LLC	USA	PRECISION LASH CURLER	6/7/1996	75115760	2124941 12/30/1997
Japonesque, LLC	USA	MAKEUP PALETTE	6/7/1996	75115759	2063219 5/20/1997
Japonesque, LLC	USA	LIPSTICK PALETTE	6/7/1996	75115757	2063218 5/20/1997
Japonesque, LLC	USA	JAPONESQUE	4/22/1994	74515159	1901780 6/7/1995

Supplemental Register:

463444, 463443 and 464442 with respect to gel top stamped product packaging ("Gel Top Registrations") and 3428870 with respect to the first SALON COLLECTION registration

The production of gel tops results in each gel top being similar in style but unique. The Gel Top Registrations may not be sufficient to protect Japonesque's asserted rights therein.

Canada Trademark Registrations/Applications

GRANTOR	COUNTRY	MARK	FILING DATE	APP. NO.	REG. NO.
					REG. DATE
Japonesque, LLC	Canada	GOTTA GO	8/12/2013	1639024	N/A
Japonesque, LLC	Canada	JAPONESQUE CREATE BEAUTY	8/12/2013	1639023	N/A

Trade Names

Grantor	Trade Names Used
JAPONESQUE, LLC	JAPONESQUE

Common Law Trademarks

Other Trademarks: Japonesque 2014 color catalog draft and 2014 product catalog draft which are incorporated herein (the "Catalogs").

Trademarks Not Currently In Use

Pixelated Color

Beauty Fixation in limited use

Trademark Licenses

Wormser MUA License Agreement (Trade Mark Sub-License Agreement between it and Japonesque, LLC executed by Wormser Corporation on April 8, 2014 and by Japonesque, LLC on March 29, 2014, as amended by Addendum No. One thereto dated July 8, 2014 and by Addendum No. Two thereto dated March __, 2015

CVS MUA License Agreement dated 1/1/2014

CVS Beauty 360 Store Brand Agreement dated 12/18/2013

Victoria's Secret/Mast Industries Agreement (Product Purchase Agreement between it and Japonesque, LLC executed by Mast Industries on November 21, 2014 and by Japonesque, LLC on November 13,

2014Ulta (Color) Vendor Purchasing Agreement dated 3/14/2013

HBC Marketing, Inc. Sales Agreement dated 10/3/2005

License Agreement with Body Toolz dated March 16, 2015.