

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM365507

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Tanda Beauty Canada, Inc.		12/08/2015	CORPORATION: ONTARIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bibby International Trade Finance, Inc., as Agent		
<b>Street Address:</b>	600 TownPark Lane		
<b>Internal Address:</b>	Suite 450		
<b>City:</b>	Kennesaw		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30144		
<b>Entity Type:</b>	CORPORATION: FLORIDA		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4171833	ZAP	
<b>Registration Number:</b>	4252878	TANDA CLEAR +	
<b>Registration Number:</b>	4151708	TANDA LUXE	
<b>Registration Number:</b>	4402319	STAY SOCIAL	
<b>Registration Number:</b>	4155636	TANDA ZAP	
<b>Registration Number:</b>	3705336	LITECARE	
<b>Registration Number:</b>	3694648	TÄNDA	
<b>Registration Number:</b>	3614677	LIGHT-OPTIMIZED	
<b>Registration Number:</b>	3833269	SKINCARE IN A NEW LIGHT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6785337787		
<i>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.</i>			
<b>Phone:</b>	404-523-5300		
<b>Email:</b>	sls@phrd.com		
<b>Correspondent Name:</b>	Steve Schaaf, Paralegal		
<b>Address Line 1:</b>	Parker, Hudson, Rainer & Dobbs LLP		
<b>Address Line 2:</b>	285 Peachtree Center Avenue, N.E., #1500		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30303		

CH \$240.00 4171833

<b>ATTORNEY DOCKET NUMBER:</b>	5948.8
<b>NAME OF SUBMITTER:</b>	Mitchell M. Purvis
<b>SIGNATURE:</b>	/MMP/
<b>DATE SIGNED:</b>	12/11/2015
<b>Total Attachments: 4</b> source=Notice of Trademark Security Interest (Illuminage)#page1.tif source=Notice of Trademark Security Interest (Illuminage)#page2.tif source=Notice of Trademark Security Interest (Illuminage)#page3.tif source=Notice of Trademark Security Interest (Illuminage)#page4.tif	

**NOTICE OF GRANT OF SECURITY INTEREST  
IN TRADEMARKS**

December 8, 2015

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to that certain Loan and Security Agreement dated December 8, 2015 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement" -- capitalized terms used but not defined herein shall have the meanings ascribed therein), by and among the Borrowers from time to time party thereto (each a "Borrower" and collectively, "Borrowers"), BIBBY INTERNATIONAL TRADE FINANCE, INC., a Florida corporation, in its capacity as administrative and collateral agent (in such capacity, together with its successors and assigns in such capacity, "Agent") for certain financial institutions party to the Loan Agreement from time to time as Lenders (the "Lenders"), and the Lenders, the undersigned Borrower has granted a continuing security interest in any and all right, title and interest of such Borrower in and to the trademarks and trademark applications set forth on Schedule 1 attached hereto (collectively, the "Trademarks"), the goodwill of such Borrower's business connected with and symbolized by the Trademarks, and all proceeds of the Trademarks and such goodwill (together with the Trademarks and such goodwill, collectively, the "Trademark Collateral"), to Agent, for the benefit of Canadian Lender, to secure prompt payment and performance in full when due, whether by lapse of time, acceleration, mandatory prepayment or otherwise, of the Canadian Obligations.

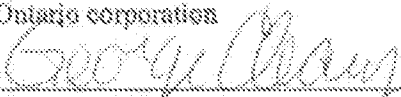
The undersigned Borrower and Agent, on behalf of Canadian Lender, hereby acknowledge and agree that (i) the security interest in the Trademark Collateral may only be terminated in accordance with the terms of the Loan Agreement, (ii) the security interest in the Trademark Collateral is not to be construed as an assignment of any trademark or trademark application, and (iii) in the event of any conflict between the terms of this notice and the terms of the Loan Agreement, the terms of the Loan Agreement shall govern.

[Remainder of page intentionally left blank; signatures begin on the following page.]

This notice may be executed in original or electronic counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

Very truly yours,


TANDA BEAUTY CANADA, INC.,  
an Ontario corporation

By:   
George Cleary, Director

Address: c/o Luminage Beauty Inc.  
135 West 26th Street, Suite 9A  
New York, New York 10001  
Attention: Assaf Korner

Acknowledged and Accepted:

**BIBBY INTERNATIONAL TRADE FINANCE, INC.,**  
as Agent

By:   
Name: Leigh Jones  
Title: CEO Americas

Address: Bibby International Trade Finance, Inc.  
600 TownPark Lane, Suite 450  
Kennesaw, Georgia 30144  
Attention: Operations Manager

SCHEDULE 1

Trademarks

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Registration Number</u>	<u>Registration Date</u>
ZAP	United States Patent and Trademark Office	4171833	07/10/2012
TANDA CLEAR +	United States Patent and Trademark Office	4252878	12/04/2012
TANDA LUXE	United States Patent and Trademark Office	4151708	05/29/2012
STAY SOCIAL	United States Patent and Trademark Office	4402319	09/17/2013
TANDA ZAP	United States Patent and Trademark Office	4155636	06/05/2012
LITECARE	United States Patent and Trademark Office	3705336	11/03/2009
TANDA	United States Patent and Trademark Office	3694648	10/13/2009
LIGHT-OPTIMIZED	United States Patent and Trademark Office	3614677	05/05/2009
SKINCARE IN A NEW LIGHT	United States Patent and Trademark Office	3833269	08/17/2010

Trademark Applications

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Serial Number</u>	<u>Application Date</u>
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