

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM388050

| | | | |
|-----------------------------------|-----------------------------------|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Kingdom Animalia, LLC | | 06/14/2016 | Limited Liability Company: CALIFORNIA |
| RECEIVING PARTY DATA | | | |
| Name: | Opus Bank | | |
| Street Address: | 2101 Rosecrans Avenue, Suite 4280 | | |
| City: | El Segundo | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 90245 | | |
| Entity Type: | Chartered Bank: CALIFORNIA | | |
| PROPERTY NUMBERS Total: 25 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4213482 | FEMME ROUGE | |
| Registration Number: | 4198102 | FILM NOIR | |
| Registration Number: | 4198490 | HIDDEN | |
| Registration Number: | 4205533 | ILLUSION | |
| Registration Number: | 4286825 | IMMACULATE | |
| Registration Number: | 4198104 | SCRIPT | |
| Registration Number: | 4221144 | SOLAR TAN | |
| Registration Number: | 2867076 | HOURGLASS | |
| Registration Number: | 4941645 | AMBIENT LIGHT | |
| Serial Number: | 86350463 | AMBIENT | |
| Serial Number: | 86555925 | CURATOR | |
| Serial Number: | 86463570 | RUNE | |
| Serial Number: | 85512444 | TETE DE FEMME | |
| Serial Number: | 86955235 | VANISH | |
| Serial Number: | 86963452 | OUTSIDE IN | |
| Serial Number: | 86955254 | AMBIENT PURE | |
| Serial Number: | 86955272 | LANGUAGE | |
| Serial Number: | 86956056 | THE GREEN RAY | |
| Serial Number: | 86956071 | MAN'S ROSE | |
| TRADEMARK | | | |

OP \$640.00 4213482

| Property Type | Number | Word Mark |
|----------------|----------|------------------------|
| Serial Number: | 86956084 | EARTH AFTER RAIN |
| Serial Number: | 86956093 | BEAUTIFUL CREATURE |
| Serial Number: | 86957572 | SUNLIGHT THROUGH TREES |
| Serial Number: | 86957634 | MAGNET |
| Serial Number: | 86963485 | CONFESSION |
| Serial Number: | 87000353 | VOYEUR |

CORRESPONDENCE DATA

Fax Number: 8004947512
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: 202-370-4750
Email: ipteam@nationalcorp.com
Correspondent Name: Darlena Bari Stark
Address Line 1: 1025 Vermont Ave NW, Suite 1130
Address Line 2: National Corporate Research, Ltd.
Address Line 4: Washington, D.C. 20005

| | |
|--------------------------------|--------------------|
| ATTORNEY DOCKET NUMBER: | F163748 |
| NAME OF SUBMITTER: | Thomas W. Caplis |
| SIGNATURE: | /Thomas W. Caplis/ |
| DATE SIGNED: | 06/15/2016 |

Total Attachments: 6
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**TRADEMARK SECURITY
AGREEMENT**

Kingdom Animalia, LLC

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 14th day of June, 2016, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and OPUS BANK, a California commercial bank ("Bank").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and between Kingdom Animalia, LLC, a California limited liability company ("Borrower"), and Bank, Bank agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

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

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

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

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

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

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

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

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

3. **SECURITY FOR SECURED OBLIGATIONS**. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark

Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Bank, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

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

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

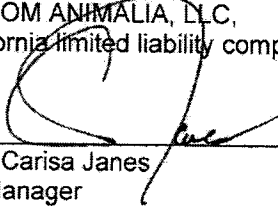
6. **COUNTERPARTS**. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the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

[SIGNATURE PAGE FOLLOWS.]

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

GRANTORS:

KINGDOM ANIMALIA, LLC,
a California limited liability company

By: 
Name: Carisa Janes
Title: Manager

ACCEPTED AND ACKNOWLEDGED BY:

BANK:

OPUS BANK,
a California commercial bank

By: 
Name: Douglas Rosenthal
Title: Managing Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
Trademark Registrations/Applications

| Grantor | Country | Mark | Application No. | Registration No. | App/Reg Date |
|-----------------------|----------------|------------------------|------------------------|-------------------------|--|
| Kingdom Animalia, LLC | United States | AMBIENT | 86350463 | | Application Date July 28, 2014 |
| Kingdom Animalia, LLC | United States | CURATOR | 86555925 | | Application Date March 6, 2015 |
| Kingdom Animalia, LLC | United States | RUNE | 86463570 | | Application Date November 24, 2014 |
| Kingdom Animalia, LLC | United States | TETE DE FEMME | 85512444 | | Application Date September 4, 2015 |
| Kingdom Animalia, LLC | United States | VANISH | 86955235 | | Application Date March 28, 2016 |
| Kingdom Animalia, LLC | United States | OUTSIDE IN | 86963452 | | Application Date April 4, 2016 |
| Kingdom Animalia, LLC | United States | AMBIENT PURE | 86955254 | | Application Date March 28, 2016 |
| Kingdom Animalia, LLC | United States | LANGUAGE | 86955272 | | Application Date March 28, 2016 |
| Kingdom Animalia, LLC | United States | THE GREEN RAY | 86956056 | | Application Date March 29, 2016 |
| Kingdom Animalia, LLC | United States | MAN'S ROSE | 86956071 | | Application Date March 29, 2016 |
| Kingdom Animalia, LLC | United States | EARTH AFTER RAIN | 86956084 | | Application Date March 29, 2016 |
| Kingdom Animalia, LLC | United States | BEAUTIFUL CREATURE | 86956093 | | Application Date March 29, 2016 |
| Kingdom Animalia, LLC | United States | SUNLIGHT THROUGH TREES | 86957572 | | Application Date March 30, 2016 |
| Kingdom Animalia, LLC | United States | MAGNET | 86957634 | | Application Date March 30, 2016 |
| Kingdom Animalia, LLC | United States | CONFESSION | 86963485 | | Application Date April 4, 2016 |
| Kingdom Animalia, LLC | United States | VOYEUR | 87000353 | | Application Date April 14, 2016 |
| Kingdom Animalia, LLC | United States | FEMME ROUGE | 85533076 | 4213482 | Registration Date September 25, 2012 |

Schedule I
to Trademark Security Agreement

| Grantor | Country | Mark | Application No. | Registration No. | App/Reg Date |
|-----------------------|----------------|---------------|------------------|------------------|--------------------------------------|
| Kingdom Animalia, LLC | United States | FILM NOIR | 85518443 | 4198102 | Registration Date August 28, 2012 |
| Kingdom Animalia, LLC | United States | HIDDEN | 85533087 | 4198490 | Registration Date August 28, 2012 |
| Kingdom Animalia, LLC | United States | ILLUSION | 85533111 | 4205533 | Registration Date September 11, 2012 |
| Kingdom Animalia, LLC | United States | IMMACULATE | 85512438 | 4286825 | Registration Date February 5, 2013 |
| Kingdom Animalia, LLC | United States | SCRIPT | 85518457 | 4198104 | Registration Date August 28, 2012 |
| Kingdom Animalia, LLC | United States | SOLAR TAN | 85533121 | 4221144 | Registration Date October 9, 2012 |
| Kingdom Animalia, LLC | United States | HOURGLASS | 76086587 | 2867076 | Registration Date July 27, 2004 |
| Kingdom Animalia, LLC | United States | AMBIENT LIGHT | 85776917 | 4941645 | Registration Date April 19, 2016 |
| | | | Reference No. | | |
| Kingdom Animalia, LLC | UAE | HOURGLASS | | | Registration Date March 28, 2016 |
| Kingdom Animalia, LLC | Australia | HOURGLASS | 03.01261.0280.AU | | Registration Date April 20, 2012 |
| Kingdom Animalia, LLC | Brazil | HOURGLASS | 03.01261.0280.BR | | Registration Date September 22, 2015 |
| Kingdom Animalia, LLC | Canada | HOURGLASS | 03.01261.0280.CA | | Registration Date February 26, 2010 |
| Kingdom Animalia, LLC | China | HOURGLASS | 03.01261.0280.CN | | Registration Date February 28, 2008 |
| Kingdom Animalia, LLC | European Union | HOURGLASS | 03.01261.0280.EM | | Registration Date January 9, 2002 |
| Kingdom Animalia, LLC | Korea, South | HOURGLASS | 03.01261.0280.KR | | Registration Date September 28, 2012 |
| Kingdom Animalia, LLC | Mexico | HOURGLASS | 03.01261.0280.MX | | Registration Date January 30, 2012 |
| Kingdom Animalia, LLC | Singapore | HOURGLASS | 03.01261.0280.SG | | Registration Date May 23, 2008 |
| Kingdom Animalia, LLC | Hong Kong | HOURGLASS | 03.01261.0280.HK | | Registration Date October 24, 2007 |
| Kingdom Animalia, LLC | Japan | HOURGLASS | 03.01261.0280.JP | | Registration Date August 3, 2007 |

Schedule I
to Trademark Security Agreement

Trade Names

Hourglass

Hourglass Cosmetics

Common Law Trademarks

None

Trademarks Not Currently In Use

None

Trademark Licenses

1. Licensee: Marquee General Trading LLC, Building 8, Dubai Design District, PO Box 182620 Dubai, UAE; Use: Limited use of Hourglass Trademarks and Trade Dress for the purposes of opening and operating Hourglass Flagship Retail Stores in the UAE.

Schedule I
to Trademark Security Agreement

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RECORDED: 06/15/2016

**TRADEMARK
REEL: 005814 FRAME: 0980**