

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM415964

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Verified Statement of Foreclosure		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank		01/19/2017	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Strength of Nature, LLC		
Street Address:	64 Ross Rd.		
City:	Savannah		
State/Country:	GEORGIA		
Postal Code:	31405		
Entity Type:	Limited Liability Company: GEORGIA		
PROPERTY NUMBERS Total: 102			
Property Type	Number	Word Mark	
Registration Number:	3999913	MOISTURE · BLEND	
Registration Number:	3962526	NO EXCUSE! STOP THE ABUSE!	
Registration Number:	1674733	SOFT TOUCH	
Registration Number:	3914928	THE GREAT MODEL SEARCH	
Registration Number:	3935988	ULTRA CARE	
Registration Number:	2232500	ULTRA SHEEN GRO NATURAL TREATMENT	
Registration Number:	4265175	ULTRA SHEEN MEN	
Registration Number:	1190376	ULTRA SHEEN SUPREME	
Registration Number:	2834411	US JP JOHNSON PRODUCTS ULTRASHEEN	
Registration Number:	3028318	GENTLETREATMENT	
Registration Number:	0681947	ULTRA SHEEN	
Registration Number:	0953827	ULTRA SHEEN	
Registration Number:	0968329	ULTRA SHEEN	
Registration Number:	0988557	JP	
Registration Number:	0974463	JP	
Registration Number:	3914966	JP	
Registration Number:	1277666	GENTLE-TREATMENT	
Registration Number:	1376790	GENTLE-TREATMENT	
Serial Number:	77817509	JP JOHNSON PRODUCTS	

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	77817535	JP JOHNSON PRODUCTS
Serial Number:	77936300	MOISTURE-BOND
Serial Number:	85894037	DOUBLE DEEP
Serial Number:	85366251	DISCOVER THE BEAUTY IN YOU
Serial Number:	85051881	MINERAL SOLUTIONS
Registration Number:	3690203	DR. MIRACLE'S
Registration Number:	3018370	DR. MIRACLE'S
Registration Number:	2879943	HOT GRO
Registration Number:	3042192	TEMPLE HEAVEN
Registration Number:	2906481	DR. MIRACLE'S
Registration Number:	3886528	DR. MIRACLE'S
Registration Number:	3636703	DR. MIRACLE'S
Registration Number:	3821621	DR. MIRACLE'S
Registration Number:	3064549	THERMALCEUTICAL
Registration Number:	3835538	THERMALCEUTICAL
Registration Number:	3108245	"FEEL IT" FORMULA
Registration Number:	3782733	"FEEL IT" FORMULA
Registration Number:	3152769	ENJOY THE TINGLE ENJOY THE GROWTH
Registration Number:	3059643	BRAID RELIEF
Registration Number:	3314904	DOCTOR WONDER
Registration Number:	3266280	HAIRX MEDS COLLECTION
Registration Number:	3743923	SKIN MEDS COLLECTION
Registration Number:	3713602	SKIN MEDS COLLECTION
Registration Number:	3373561	STYLING MEDS
Registration Number:	3490708	DOCTOR WONDER
Registration Number:	3628694	MY GOODBYE ACNE SYSTEM
Registration Number:	3498932	"FAMILY SECRET"
Registration Number:	3670907	ENJOY THE TINGLE...SAY GOODBYE TO ACNE
Registration Number:	3735259	ENJOY THE TINGLE...SAY GOODBYE TO ACNE
Registration Number:	3761704	A FACE LIKE YOURS
Registration Number:	3761715	A FACE LIKE YOURS
Registration Number:	3905752	FOLLICLE HEALER
Registration Number:	3895544	MY MIRACLE
Registration Number:	3909333	FOLLICLE HEALER ENERGIZING SYSTEM
Registration Number:	4299050	CURL CARE BY DR. MIRACLE'S
Registration Number:	4299051	CURL CARE BY DR. MIRACLE'S
Serial Number:	85756084	DR. MIRACLE'S
Serial Number:	77700685	DR.MIRACLE'S

Property Type	Number	Word Mark
Serial Number:	78331348	THERMALCEUTICAL
Serial Number:	77568453	"FEEL IT" FORMULA
Serial Number:	85615648	DR. MAGICAL
Serial Number:	78364899	DR. WONDERFUL
Serial Number:	85615654	DR. MARVELOUS
Serial Number:	78442342	SCALP SCIENCE
Serial Number:	77652709	ZE ZE
Serial Number:	77889240	DOCTOR WONDER
Serial Number:	85662494	HEAT RELIEF
Serial Number:	77749184	CHINESE MIRACLE
Serial Number:	78638759	DR. WOO'S CHINESE HAIR MIRACLE
Serial Number:	78849827	SKIN MEDS COLLECTION
Serial Number:	77667217	SKIN MEDS COLLECTION
Serial Number:	78934549	DOCTOR WONDER
Serial Number:	77198773	DR. WOO'S
Serial Number:	77216761	SALON MEDS
Serial Number:	77226755	MY GOODBYE ACNE SYSTEM
Serial Number:	77643362	FOOT MEDS COLLECTION
Serial Number:	77264893	SALON MIRACLE 3000
Serial Number:	77264905	SALON MIRACLE DE PARIS
Serial Number:	77333019	"HEALTHY HAIR IS SEXY HAIR!" "DES CHEVEU
Serial Number:	85437462	"FAMILY SECRET"
Serial Number:	85424453	ENJOY THE TINGLE SAY GOODBYE TO ACNE
Serial Number:	85536782	MY GOODBYE WRINKLE SYSTEM
Serial Number:	85508234	MY GOODBYE AGING SYSTEM
Serial Number:	85508237	MY GOODBYE SCARRING SYSTEM
Serial Number:	85839621	FOLLICLE HEALER
Serial Number:	77665186	LIQUID HEALING POMADE
Serial Number:	77665192	ORGANIC MEDS
Serial Number:	77668981	MY PRIVATE ZIT
Serial Number:	77684537	MY MIRACLE MOISTURIZER
Serial Number:	85771184	MY MIRACLE
Serial Number:	85749428	MY MIRACLE
Serial Number:	85823235	DR. MAGIC
Serial Number:	77773038	SALON VALUE
Serial Number:	85899961	BRAZILIAN MIRACLE
Serial Number:	85899977	BRAZILIAN WONDER
Serial Number:	85899982	BRAZILIAN MAGIC

Property Type	Number	Word Mark
Serial Number:	77954249	FOLLICLE HEALER ENERGIZING SYSTEM
Serial Number:	85269217	INTENSE NOURISHING ESSENTIALS
Serial Number:	85306897	DR. MIRACLE'S
Serial Number:	85501056	CURL COMMANDMENTS
Serial Number:	85501050	CURL UP
Serial Number:	85512925	NATURAL MIRACLE
Serial Number:	85624558	CURLVERSATION

CORRESPONDENCE DATA

Fax Number: 9122363003
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: 9122363001
Email: nbelzer@belzerlaw.com
Correspondent Name: Nathan C. Belzer
Address Line 1: 2905 Bull St.
Address Line 4: Savannah, GEORGIA 31405

NAME OF SUBMITTER:	Nathan C. Belzer
SIGNATURE:	/Nathan C. Belzer/
DATE SIGNED:	02/13/2017

Total Attachments: 36
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VERIFIED STATEMENT OF FORECLOSURE BY THIRD PARTY

WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association established under the laws of the United States of America having a place of business at 100 Park Avenue, New York, New York 10017, USA, hereinafter called the **Assignor**,

in consideration of ten dollars (\$10.00) and for other good and valuable consideration from

STRENGTH OF NATURE, LLC, a Georgia limited liability company, having a place of business at 64 Ross Road, Savannah, Georgia 31405, USA, hereinafter called the **Assignee**,

the receipt and sufficiency of which are hereby acknowledged, hereby states and declares as follows:

1. Pursuant to (a) that certain Patent and Trademark Security Agreement dated as of June 26, 2013 made by Dr. Miracle's, Inc. ("Dr. Miracle's") in favor of the Assignor, and (b) that certain Patent and Trademark Security Agreement dated as of June 26, 2013 made by Johnson Products Company, Inc. ("Johnson Products", and, together with Dr. Miracle's, collectively, the "Borrowers") in favor of the Assignor (collectively, the "Patent Security Agreements"), copies of which are collectively attached hereto as Exhibit "A", the Assignor is the holder of security interests granted by the Borrowers in the trademarks, trademark registrations, patents, and patent applications set forth on Exhibit "B" attached hereto.
2. The Patent Security Agreements were recorded with the United States Patent and Trademark Office on July 10, 2013 at Reel 030783, Frame 0248, Reel 5074, Frame 0897, and Reel 5069, Frame 0243, respectively.
3. On January 19, 2017, pursuant to the Patent Security Agreements, the provisions of the Uniform Commercial Code as in effect in the State of New York, and that certain Secured Party's Bill of Sale dated as of January 19, 2017 ("Bill of Sale") by and between the Assignor and the Assignee, the Assignor foreclosed its security interest in, and assigned, sold, and transferred to the Assignee, all of the Borrowers' right, title, and interest in and to said trademarks, trademark registrations, patents, and patent applications, together with the entire goodwill of the business connected with and symbolized by said trademarks and said registrations.
4. Nothing contained herein is intended to, nor shall be construed or deemed to, alter the terms and conditions of the Bill of Sale, including, without limitation, the without recourse nature of the sale and the total exclusion of representations and warranties in connection with the same.

[remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the Assignor has executed this Verified Statement of Foreclosure by Third Party as an instrument under seal, as of the 19th day of January, 2017.

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: Christopher Hill
Name: Christopher Hill
Title: Senior Vice President

STATE OF NEW YORK

NEW YORK ss.

On this 18th day of January, 2017, before me appeared Christopher Hill, the person who signed the foregoing instrument, who acknowledged that (s)he is the Senior V.P. of Wells Fargo Bank, National Association, that (s)he is authorized to execute such instrument on behalf of such entity, and that (s)he signed such instrument as a free act and deed of such entity.

Maria Camacho
Notary Public

My Commission Expires: Oct. 27, 2017

2079162.1

MARIA CAMACHO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01CA5086952
Qualified in Nassau County
My Commission Expires October 27, 2017

Exhibit "A"

PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (the "Agreement"), dated as of June 26, 2013, is made by and between Dr. Miracle's, Inc., a Delaware corporation having a business location at the address set forth below next to its signature (the "Debtor"), and Wells Fargo Bank, National Association ("Wells Fargo"), and having a business location at the address set forth below next to its signature.

Recitals

A. Company and Wells Fargo are parties to a Credit and Security Agreement (as amended, supplemented or restated from time to time, the "Credit Agreement") dated the same date as this Agreement, setting forth the terms on which Wells Fargo may now or hereafter extend credit to or for the account of Company.

B. As a condition to extending credit to or for the account of Company, Wells Fargo has required the execution and delivery of this Agreement by Company.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them in the Credit Agreement. In addition, the following terms have the meanings set forth below:

"Patents" means all of Company's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of Company's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. Security Interest. In order to secure the Obligations, the Company hereby confirms and acknowledges that it has granted and created (and, to the extent not previously granted under the Credit Agreement, does hereby irrevocably grant and create) a security interest (the "Security Interest") with power of sale to the extent permitted by law, in

the Patents and in the Trademarks to secure payment of the Obligations. As set forth in the Credit Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of Company. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Representations, Warranties and Agreements. Company represents, warrants and agrees as follows:

(a) **Patents.** Exhibit A accurately lists all Patents owned or controlled by Company as of the date hereof, or to which Company has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, Company owns, controls or has a right to have assigned to it any material Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of material applications and letters patent pertaining to the Patents, then Company shall within 60 days (or, if an Event of Default has occurred and is continuing, such shorter period as Wells Fargo determines in its sole discretion) (the "Notice Period") provide written notice to Wells Fargo with a replacement Exhibit A, which upon acceptance by Wells Fargo shall become part of this Agreement; provided, that so long as the Company complies with the foregoing, it shall not be in breach of this Section 3(a) during (i) the Notice Period and (ii) any period during which Wells Fargo has received and is reviewing the applicable written notice. It shall be a breach of this Section 3(a) if the Company fails to provide written notice, as set forth herein, prior to the expiration of the Notice Period.

(b) **Trademarks.** Exhibit B accurately lists all Trademarks owned or controlled by Company as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit B need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to Company's or any Subsidiary's business(es). If after the date hereof, Company owns or controls any material Trademarks not listed on Exhibit B (other than common law marks which are not material to Company's or any Subsidiary's business(es)), or if Exhibit B ceases to accurately reflect the existence and status of material applications and registrations pertaining to the Trademarks, then Company shall within the Notice Period provide written notice to Wells Fargo with a replacement Exhibit B, which upon acceptance by Wells Fargo shall become part of this Agreement; provided, that so long as the Company complies with the foregoing, it shall not be in breach of this Section 3(b) during (i) the Notice Period and (ii) any period during which Wells Fargo has received and is reviewing the applicable written

notice. It shall be a breach of this Section 3(b) if the Company fails to provide written notice, as set forth herein, prior to the expiration of the Notice Period.

(c) **Subsidiaries.** As of the date hereof, no Subsidiary owns, controls, or has a right to have assigned to it any items that would, if such item were owned by Company, constitute Patents or Trademarks. If after the date hereof any Subsidiary owns, controls, or has a right to have assigned to it any such items, then Company shall promptly either: (i) cause such Subsidiary to assign all of its rights in such item(s) to Company; or (ii) notify Wells Fargo of such item(s) and cause such Subsidiary to execute and deliver to Wells Fargo a patent and trademark security agreement substantially in the form of this Agreement.

(d) **Title.** Company has good and marketable title to each Patent and each Trademark listed on Exhibits A and B (as updated from time to time pursuant to Section 3(a) or 3(b) of this Agreement), free and clear of all Liens except Permitted Liens. Company will not create, incur, assume, or suffer to exist, directly or indirectly, any Lien on or with respect to any Patent or Trademark listed on Exhibits A and B (as updated from time to time pursuant to Section 3(a) or 3(b) of this Agreement), or any income or profits therefrom, except for Permitted Liens.

(e) **No Sale.** Except as permitted in accordance with Section 7.4 of the Credit Agreement, until termination of all the commitments of Wells Fargo under the Credit Agreement to provide any further extensions of credit and payment in full of the Obligations, the Company will not sell, assign (by operation of law or otherwise) or otherwise dispose of, or grant any option with respect to the Patents or Trademarks listed on Exhibits A and B (as updated from time to time pursuant to Section 3(a) or 3(b) of this Agreement).

(f) **Maintenance.** Company will at its own expense maintain and preserve the Patents and the Trademarks that are necessary or useful in the proper conduct of its business, Permitted Dispositions excepted (and except where the failure to so preserve and maintain such Patents and Trademarks could not reasonably be expected to result in a Material Adverse Change) including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. Company covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing Wells Fargo: (i) sufficient written notice, of at least 30 days, to allow Wells Fargo to timely pay any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(g) **Wells Fargo's Right to Take Action.** If an Event of Default occurs under Section 9.2(c) of the Credit Agreement as a result of Company's failure to perform or observe any of its covenants or agreements set forth in this Section 3, then immediately upon the occurrence of such failure, without notice or lapse of time), or if Company notifies Wells Fargo that it intends to abandon a Patent or Trademark, Wells Fargo may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of Company (or, at Wells Fargo's option, in Wells Fargo's own name) and may (but need not) take any and all other actions which Wells Fargo may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(h) **Costs and Expenses.** In accordance with Section 17.9 of the Credit Agreement, Company shall reimburse Wells Fargo for all Lender Expenses in connection with the exercise of the rights of Wells Fargo under this Agreement.

(i) **Power of Attorney.** In addition to any appointment pursuant to Section 10.5(e) of the Credit Agreement, in order to facilitate Wells Fargo's taking action under subsection (g) and exercising its rights under Section 5, Company hereby irrevocably appoints (which appointment is coupled with an interest) Wells Fargo, or its delegate, as the attorney-in-fact of Company with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of Company, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by Company under this Section 3, or, necessary for Wells Fargo, after an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all Obligations.

4. **Debtor's Use of the Patents and Trademarks.** Company shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. **Remedies.** Upon the occurrence of an Event of Default and at any time thereafter, Wells Fargo may, at its option, take any or all of the following actions:

(a) Wells Fargo may exercise any or all remedies available under the Credit Agreement.

(b) Wells Fargo may enforce the Patents and Trademarks and any licenses thereunder, and if Wells Fargo shall commence any suit for such enforcement, Company shall, at the request of Wells Fargo, do any and all lawful acts and execute any and all proper documents required by Wells Fargo in aid of such enforcement.

6. Miscellaneous. All rights and remedies of Wells Fargo shall be cumulative and may be exercised singularly or concurrently, at Wells Fargo's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Debtor under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. Wells Fargo shall not be obligated to preserve any rights Company may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Company and Wells Fargo and their respective participants, successors and assigns and shall take effect when signed by Company and delivered to and accepted by Wells Fargo, and Company waives notice of Wells Fargo's acceptance hereof. Wells Fargo may execute this Agreement if appropriate for the purpose of filing, but the failure of Wells Fargo to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by Company shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of the State of New York without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations (other than payment in full of the Obligations).

7. Satisfaction. Upon full payment or satisfaction of the Obligations and termination of any credit facilities extended to the Company by Wells Fargo, this Agreement, and the rights granted hereunder to Wells Fargo, shall be terminated and, upon request by the Company, Wells Fargo shall provide a written termination statement to the effect that Wells Fargo no longer claims a security interest under this Agreement.

[Remainder of Page Intentionally Left Blank. Signature Page to Follow]

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

DR. MIRACLE'S, INC.

By 
Its _____

Wells Fargo Bank, National Association

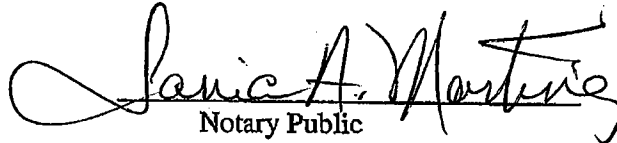
WELLS FARGO BANK, NATIONAL ASSOCIATION

By _____

Its Authorized Signatory

STATE OF New York
COUNTY OF Queens

The foregoing instrument was acknowledged before me this 21 day of June, 2013, by Russell Lambert the CEO of Dr. Miracle's, Inc., a Delaware corporation, on behalf of the corporation.


Notary Public

STATE OF _____)
COUNTY OF _____)

TANIA A. MARTINEZ
Notary Public, State of New York
No. 01MA6026171
Qualified in Queens County
Commission Expires June 7, 2015

The foregoing instrument was acknowledged before me this ___ day of _____, 2013, by _____, an Authorized Signatory of Wells Fargo Bank, National Association, on behalf of the national association.

Notary Public

EXHIBIT A

None

EXHIBIT B
UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS
AND COLLECTIVE MEMBERSHIP MARKS

REGISTRATIONS

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
DR. MIRACLE'S - Class 3	3690203	9/29/2009
DR. MIRACLE'S - Class 3	3018370	11/22/2005
HOT GRO	2879943	8/31/2004
TEMPLE HEAVEN	3042192	1/10/2006
DR. MIRACLE'S and design - Class 3	2906481	11/30/2004
DR. MIRACLE'S and design, Class 3	3886528	12/7/2010
DR. MIRACLE'S and design	3636703	6/9/2009
DR. MIRACLE'S and design	3821621	7/20/2010
THERMALCEUTICAL	3064549	2/28/2006
THERMALCEUTICAL	3835538	8/17/2010
FEEL IT FORMULA	3108245	6/20/2006
FEEL IT FORMULA	3782733	4/27/2010
ENJOY THE TINGLE ENJOY THE GROWTH	3152769	10/10/2006
BRAID RELIEF	3059643	2/14/2006
DOCTOR WONDER	3314904	10/16/2007
HAIR MEDS COLLECTION	3266280	7/17/2007
SKIN MEDS COLLECTION	3743923	2/2/2010
SKIN MEDS COLLECTION	3713602	11/17/2009
STYLING MEDS	3373561	1/22/2008
DOCTOR WONDER & design	3490708	8/19/2008
MY GOODBYE ACNE SYSTEM	3628694	5/26/2009
FAMILY SECRET	3498932	9/9/2008
ENJOY THE TINGLE SAY GOODBYE TO ACNE	3670907	8/18/2009
ENJOY THE TINGLE SAY GOODBYE TO ACNE	3735259	1/5/2010
A FACE LIKE YOURS	3761704	3/16/2010
A FACE LIKE YOURS and logo	3761715	3/16/2010
FOLLICLE HEALER	3905752	1/11/2011
MY MIRACLE	3895544	12/21/2010
FOLLICLE HEALER ENERGIZING SYSTEM	3909333	1/18/2011
CURL CARE BY DR. MIRACLES and design	4299050	3/5/2013
CURL CARE BY DR. MIRACLES	4299051	3/5/2013

APPLICATIONS

<u>Mark</u>	<u>Serial Number</u>	<u>Filing Date</u>
DR. MIRACLE'S and design	85/756084	10/17/2012
DR. MIRACLE'S and design	77/700685	3/27/2009
THERMALCEUTICAL	78/331348	11/21/2003
FEEL IT FORMULA	77/568453	9/12/2008
DR. MAGICAL	85/615648	5/3/2012
DR. WONDERFUL	78/364899	2/9/2004
DR. MARVELOUS	85/615654	5/3/2012
SCALP SCIENCE	78/442342	6/28/2004
ZE ZE	77/652709	1/20/2009
DOCTOR WONDER	77/889240	12/9/2009
HEAT RELIEF	85/662494	6/27/2012
CHINESE MIRACLE	77/749184	6/1/2009
DR. WOO'S CHINESE HAIR MIRACLE	78/638759	5/27/2005
SKIN MEDS COLLECTION (Design)	78/849827	3/30/2006
SKIN MEDS COLLECTION	77/667217	2/10/2009
DOCTOR WONDER & design	78/934,549	7/21/2006
DR. WOO'S	77/198773	6/6/2007
SALON MEDS	77/216761	6/27/2007
MY GOODBYE ACNE SYSTEM	77/226755	7/11/2007
FOOT MEDS COLLECTION	77/643362	1/5/2009
SALON MIRACLE 3000	77/264893	8/27/2007
SALON MIRACLE DE PARIS	77/264905	8/27/2007
HEALTHY HAIR IS SEXY HAIR	77/333019	11/19/2007
FAMILY SECRET	85/437462	10/3/2011
ENJOY THE TINGLE SAY GOODBYE TO ACNE	85/424453	9/16/2011
MY GOODBYE WRINKLE SYSTEM	85/536782	2/8/2012
MY GOODBYE AGING SYSTEM	85/508234	1/4/2012
MY GOODBYE SCARRING SYSTEM	85/508237	1/4/2012
FOLLICLE HEALER	85/839621	2/4/2013
LIQUID HEALING POMADE	77/665186	2/6/2009
ORGANIC MEDS	77/665192	2/6/2009
MY PRIVATE ZIT	77/668981	2/12/2009
MY MIRACLE MOISTURIZER	77/684537	3/5/2009
MY MIRACLE	85/771184	11/5/2012
MY MIRACLE	85/749428	10/9/2012
DR. MAGIC	85/823235	1/15/2013

SALON VALUE	.77/773038	7/2/2009
BRAZILIAN MIRACLE	85/899961	4/10/2013
BRAZILIAN WONDER	85/899977	4/10/2013
BRAZILIAN MAGIC	85/899982	4/13/2013
FOLLICLE HEALER ENERGIZING SYSTEM	77/954249	3/9/2010
INTENSE NOURISHING ESSENTIALS	85/269217	3/17/2011
DR. MIRACLE'S and design	85/306897	4/28/2011
CURL UP	85/501056	12/21/2011
CURL COMMANDMENTS	85/501050	12/21/2011
NATURAL MIRACLE	85/512925	1/10/2012
CURLVERSATION	85/624558	5/14/2012

COLLECTIVE MEMBERSHIP MARKS

None

UNREGISTERED MARKS

<u>Mark</u>
HOT GRO
CASHMERE CREAM
HONEY OIL
HEAVENLY HONEY
BUTTER WHIP
DREAM MAKER
TOUCH
DOCTOR DESIGN
THERMALCEUTICAL
BRAID MAGIC
HEAT TREAT
SCALPVECTIN
COLOR AWARE
SCALP SAVER
DR. MIRACLE'S - Class 5
Dr. Miracle's and design, Class 5
FEEL IT FORMULA, Class 5
DR. MIRACLE'S MOROCCAN "FEEL IT" FORMULA
MOROCCAN MIRACLE
ARGAN MIRACLE OIL
ARGAN MIRACLE

DR. MIRACLE'S MOROCCAN FORMULA
DR. MIRACLE'S MOROCCAN ARGAN OIL
DR. MIRACLE'S HEALTHY HAIR
DR. MIRACLE'S HEALTHY HAIR and design
DR. MIRACLE'S HEALTHY SKIN
DR. MIRACLE'S HEALTHY SKIN and design
MR. MIRACLE'S
MR. MIRACLE'S and design
DR. MIRACLE'S NOURISHING ESSENTIALS
DR. MIRACLE'S NOURISHING ESSENTIALS and design
NOURISHING ESSENTIALS
SIMPLY NATURAL
HAIR YOUR WAY
EMBRACE
NATURALLY MY WAY
NATURAL TO YOU
CURL CONNECTION
PATENT APPLICATION - NOVEL HAIR KIT

PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (the "Agreement"), dated as of June 26, 2013, is made by and between Johnson Products Company, Inc., a Delaware corporation having a business location at the address set forth below next to its signature (the "Debtor"), and Wells Fargo Bank, National Association ("Wells Fargo"), and having a business location at the address set forth below next to its signature.

Recitals

A. Company and Wells Fargo are parties to a Credit and Security Agreement (as amended, supplemented or restated from time to time, the "Credit Agreement") dated the same date as this Agreement, setting forth the terms on which Wells Fargo may now or hereafter extend credit to or for the account of Company.

B. As a condition to extending credit to or for the account of Company, Wells Fargo has required the execution and delivery of this Agreement by Company.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them in the Credit Agreement. In addition, the following terms have the meanings set forth below:

"Patents" means all of Company's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of Company's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. Security Interest. In order to secure the Obligations, the Company hereby confirms and acknowledges that it has granted and created (and, to the extent not previously granted under the Credit Agreement, does hereby irrevocably grant and create) a security interest (the "Security Interest") with power of sale to the extent permitted by law, in

the Patents and in the Trademarks to secure payment of the Obligations. As set forth in the Credit Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of Company. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Representations, Warranties and Agreements. Company represents, warrants and agrees as follows:

(a) **Patents.** Exhibit A accurately lists all Patents owned or controlled by Company as of the date hereof, or to which Company has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, Company owns, controls or has a right to have assigned to it any material Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of material applications and letters patent pertaining to the Patents, then Company shall within 60 days (or, if an Event of Default has occurred and is continuing, such shorter period as Wells Fargo determines in its sole discretion) (the "Notice Period") provide written notice to Wells Fargo with a replacement Exhibit A, which upon acceptance by Wells Fargo shall become part of this Agreement; provided, that so long as the Company complies with the foregoing, it shall not be in breach of this Section 3(a) during (i) the Notice Period and (ii) any period during which Wells Fargo has received and is reviewing the applicable written notice. It shall be a breach of this Section 3(a) if the Company fails to provide written notice, as set forth herein, prior to the expiration of the Notice Period.

(b) **Trademarks.** Exhibit B accurately lists all Trademarks owned or controlled by Company as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit B need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to Company's or any Subsidiary's business(es). If after the date hereof, Company owns or controls any material Trademarks not listed on Exhibit B (other than common law marks which are not material to Company's or any Subsidiary's business(es)), or if Exhibit B ceases to accurately reflect the existence and status of material applications and registrations pertaining to the Trademarks, then Company shall within the Notice Period provide written notice to Wells Fargo with a replacement Exhibit B, which upon acceptance by Wells Fargo shall become part of this Agreement; provided, that so long as the Company complies with the foregoing, it shall not be in breach of this Section 3(b) during (i) the Notice Period and (ii) any period during which Wells Fargo has received and is reviewing the applicable written

notice. It shall be a breach of this Section 3(b) if the Company fails to provide written notice, as set forth herein, prior to the expiration of the Notice Period.

(c) **Subsidiaries.** As of the date hereof, no Subsidiary owns, controls, or has a right to have assigned to it any items that would, if such item were owned by Company, constitute Patents or Trademarks. If after the date hereof any Subsidiary owns, controls, or has a right to have assigned to it any such items, then Company shall promptly either: (i) cause such Subsidiary to assign all of its rights in such item(s) to Company; or (ii) notify Wells Fargo of such item(s) and cause such Subsidiary to execute and deliver to Wells Fargo a patent and trademark security agreement substantially in the form of this Agreement.

(d) **Title.** Company has good and marketable title to each Patent and each Trademark listed on Exhibits A and B (as updated from time to time pursuant to Section 3(a) or 3(b) of this Agreement), free and clear of all Liens except Permitted Liens. Company will not create, incur, assume, or suffer to exist, directly or indirectly, any Lien on or with respect to any Patent or Trademark listed on Exhibits A and B (as updated from time to time pursuant to Section 3(a) or 3(b) of this Agreement), or any income or profits therefrom, except for Permitted Liens.

(e) **No Sale.** Except as permitted in accordance with Section 7.4 of the Credit Agreement, until termination of all the commitments of Wells Fargo under the Credit Agreement to provide any further extensions of credit and payment in full of the Obligations, the Company will not sell, assign (by operation of law or otherwise) or otherwise dispose of, or grant any option with respect to the Patents or Trademarks listed on Exhibits A and B (as updated from time to time pursuant to Section 3(a) or 3(b) of this Agreement).

(f) **Maintenance.** Company will at its own expense maintain and preserve the Patents and the Trademarks that are necessary or useful in the proper conduct of its business, Permitted Dispositions excepted (and except where the failure to so preserve and maintain such Patents and Trademarks could not reasonably be expected to result in a Material Adverse Change) including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. Company covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing Wells Fargo: (i) sufficient written notice, of at least 30 days, to allow Wells Fargo to timely pay any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(g) **Wells Fargo's Right to Take Action.** If an Event of Default occurs under Section 9.2(c) of the Credit Agreement as a result of Company's failure to perform or observe any of its covenants or agreements set forth in this Section 3, then immediately upon the occurrence of such failure, without notice or lapse of time), or if Company notifies Wells Fargo that it intends to abandon a Patent or Trademark, Wells Fargo may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of Company (or, at Wells Fargo's option, in Wells Fargo's own name) and may (but need not) take any and all other actions which Wells Fargo may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(h) **Costs and Expenses.** In accordance with Section 17.9 of the Credit Agreement, Company shall reimburse Wells Fargo for all Lender Expenses in connection with the exercise of the rights of Wells Fargo under this Agreement.

(i) **Power of Attorney.** In addition to any appointment pursuant to Section 10.5(e) of the Credit Agreement, in order to facilitate Wells Fargo's taking action under subsection (g) and exercising its rights under Section 5, Company hereby irrevocably appoints (which appointment is coupled with an interest) Wells Fargo, or its delegate, as the attorney-in-fact of Company with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of Company, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by Company under this Section 3, or, necessary for Wells Fargo, after an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all Obligations.

4. **Debtor's Use of the Patents and Trademarks.** Company shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. **Remedies.** Upon the occurrence of an Event of Default and at any time thereafter, Wells Fargo may, at its option, take any or all of the following actions:

(a) Wells Fargo may exercise any or all remedies available under the Credit Agreement.

(b) Wells Fargo may enforce the Patents and Trademarks and any licenses thereunder, and if Wells Fargo shall commence any suit for such enforcement, Company shall, at the request of Wells Fargo, do any and all lawful acts and execute any and all proper documents required by Wells Fargo in aid of such enforcement.

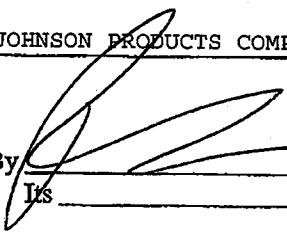
6. Miscellaneous. All rights and remedies of Wells Fargo shall be cumulative and may be exercised singularly or concurrently, at Wells Fargo's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Debtor under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. Wells Fargo shall not be obligated to preserve any rights Company may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Company and Wells Fargo and their respective participants, successors and assigns and shall take effect when signed by Company and delivered to and accepted by Wells Fargo, and Company waives notice of Wells Fargo's acceptance hereof. Wells Fargo may execute this Agreement if appropriate for the purpose of filing, but the failure of Wells Fargo to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by Company shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of the State of New York without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations (other than payment in full of the Obligations).

7. Satisfaction. Upon full payment or satisfaction of the Obligations and termination of any credit facilities extended to the Company by Wells Fargo, this Agreement, and the rights granted hereunder to Wells Fargo, shall be terminated and, upon request by the Company, Wells Fargo shall provide a written termination statement to the effect that Wells Fargo no longer claims a security interest under this Agreement.

[Remainder of Page Intentionally Left Blank. Signature Page to Follow]

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

JOHNSON PRODUCTS COMPANY, INC.

By 
Its _____

Wells Fargo Bank, National Association

WELLS FARGO BANK, NATIONAL ASSOCIATION

By _____
Its Authorized Signatory

STATE OF New York
COUNTY OF Queens

The foregoing instrument was acknowledged before me this 21 day of June, 2013, by Richard Lombardi, the CEO of Johnson Products Company, a _____ corporation, on behalf of the corporation.


Notary Public

STATE OF _____)
COUNTY OF _____)

TANIA A. MARTINEZ
Notary Public, State of New York
No. 01MA6026171
Qualified in Queens County
Commission Expires June 7, 2015

The foregoing instrument was acknowledged before me this ___ day of _____, 2013, by _____, an Authorized Signatory of Wells Fargo Bank, National Association, on behalf of the national association.

Notary Public

EXHIBIT A

UNITED STATES ISSUED PATENTS

<u>Title</u>	<u>Patent Number</u>	<u>Issue Date</u>
Hair Straightening Emulsion	5,679,327	10/21/1997

UNITED STATES PATENT APPLICATIONS

None

FOREIGN ISSUED PATENTS

<u>Title</u>	<u>Country</u>	<u>Patent Number</u>	<u>Issue Date</u>
Hair Relaxer Cream	Canada	1329368	1/10/1994
Improved Hair Straightening Emulsion	Canada	2230224	1/21/2003
Improved Hair Straightening Emulsion	Hong Kong	HK1011183	4/28/2000
Improved Hair Straightening Emulsion	United Kingdom	2319787	7/27/1999

FOREIGN PATENT APPLICATIONS

None

EXHIBIT B

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS
AND COLLECTIVE MEMBERSHIP MARKS

REGISTRATIONS

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
MOISTURE-BLEND	3999913	7/19/2011
NO EXCUSE! STOP THE ABUSE!	3962526	5/17/2011
SOFT TOUCH	1674733	2/11/1992
THE GREAT MODEL SEARCH	3914928	2/1/2011
ULTRA CARE	3935988	3/22/2011
ULTRA SHEEN GRO NATURAL TREATMENT	2232500	3/16/1999
ULTRA SHEEN MEN	4265175	12/25/2012
ULTRA SHEEN SUPREME	1190376	2/23/1982
US JP JOHNSON PRODUCTS ULTRASHEEN	2834411	4/20/2004
GENTLETREATMENT design	3028318	12/13/2005
ULTRA SHEEN	681947	7/14/1959
ULTRA SHEEN	953827	2/20/1973
ULTRA SHEEN	968329	9/11/1973
JP stylized	988557	7/16/1974
JP stylized	974463	12/4/1973
JP stylized	3914966	2/1/2011
GENTLE-TREATMENT	1277666	5/15/1984
GENTLE-TREATMENT	1376790	1/7/1986

APPLICATIONS

<u>Mark</u>	<u>Serial Number</u>	<u>Filing Date</u>
TM - JOHNSON PRODUCTS design	77/817509	9/1/2009
TM - JOHNSON PRODUCTS design	77/817535	9/1/2009
TM - MOISTURE-BOND	77/936300	2/16/2010
TM - DOUBLE DEEP	85/894037	4/3/2013
TM - DISCOVER THE BEAUTY IN YOU	85/366251	7/8/2011
TM - MINERAL SOLUTIONS	85/051881	6/1/2010

[Special Power of Attorney]

**TRADEMARK
REEL: 005988 FRAME: 0728**

COLLECTIVE MEMBERSHIP MARKS

None

UNREGISTERED MARKS

None

Exhibit "B"

Country	Mark	Serial Number	Filing Date	Reg. Number	Reg. Date
US	#LAID	86/659312	6/11/15		
US	#SLEEK	86/659302	6/11/15		
US	A FACE LIKE YOURS	77/571762	9/17/08	3761704	3/16/10
US	A FACE LIKE YOURS and logo	77/586407	10/6/08	3761715	3/16/10
US	AFRO SHEEN	86/965810	4/6/16		
US	BRAID RELIEF	78/470,872	8/20/04	3059643	2/14/06
US	BRAZILIAN MAGIC	87/222390	11/1/16		
US	BRAZILIAN MIRACLE	87/222412	11/1/16		
US	BRAZILIAN WONDER	87/222430	11/1/16		
US	CHINESE MIRACLE	77/749184	6/1/09		
US	CURL CARE BY DR. MIRACLES	85/473774	11/16/11	4299051	3/5/13
US	CURL CARE BY DR. MIRACLES and design	85/473772	11/16/11	4299050	3/5/13
US	CURL				
US	COMMANDMENTS	86/680535	7/1/15		
US	CURL UP	86/680545	7/1/15		
US	CURLVERSATION	87/222450	11/1/16		
US	DISCOVER THE BEAUTY IN YOU	85/366251	7/8/11	4415266	10/8/13
US	DOCTOR WONDER & design	78/934,549	7/21/06		
US	DOCTOR WONDER & design	78/980396	7/21/06	3490708	8/19/08
US	DOCTOR WONDER	78/978,844	1/19/05	3314904	10/16/07
US	DOCTOR WONDER	77/889240	12/9/09		
US	DOING IT NATURALLY	86/189296	2/10/14		

US	DOUBLE DEEP	87/122544	8/1/16			
US	DR. MAGIC	87/004473	4/18/16			
US	DR. MAGICAL	86/839319	12/4/15			
US	DR. MARVELOUS	86/839313	12/4/15			
US	DR. MIRACLE'S	77/471,555	5/12/08	3690203		9/29/09
US	DR. MIRACLE'S	76/977765	1/13/03	3018370		11/22/05
US	DR. MIRACLE'S and design	78282799	8/4/03	2906481		11/30/04
US	DR. MIRACLE'S and design	77/032835	10/31/06	3886528		12/7/10
US	DR. MIRACLE'S and design	77/977021	3/25/09	3636703		6/9/09
US	DR. MIRACLE'S and design	87/004500	4/18/16			
US	DR. MIRACLE'S and design	77/700685	3/27/09	3698365		10/20/09
US	DR. MIRACLE'S and design	77/891235	12/11/09	3821621		7/20/10
US	DR. MIRACLE'S and design	85/306897	4/28/11			
US	DR. MIRACLE'S DOING IT NATURALLY	86/189306	2/10/14			
US	DR. MIRACLE'S MIRACLE RECONSTRUCTOR	86/164944	1/14/14			
US	DR. MIRACLE'S MIRACLE RENEWAL	86/160443	1/8/14	4813653		9/15/15
US	DR. MIRACLE'S MIRACLE REPAIR	86/198946	2/20/14			

US	DR. MIRACLES STYLED NATURALLY	86/001509	7/3/13		
US	DR. WONDERFUL	78/364899	2/9/04		
US	DR. WOO'S	77/198773	6/6/07		
US	DR. WOO'S CHINESE HAIR MIRACLE	78/638759	5/27/05		
US	DUOCARE TECHNOLOGY	86/159009	1/7/14	4709323	3/24/15
US	ENJOY THE TINGLE ENJOY THE GROWTH	78352016	1/14/04	3152769	10/10/06
US	ENJOY THE TINGLE SAY GOODBYE TO ACNE	86/576932	3/26/15		
US	ENJOY THE TINGLE... SAY GOODBYE TO ACNE	77/976990	3/13/09	3670907	8/18/09
US	ENJOY THE TINGLE SAY... GOODBYE TO ACNE	77/978132	9/14/09	3735259	1/5/10
US	"FAMILY SECRET"	77/393776	2/11/08	3498932	9/9/08
US	FAMILY SECRET	86/576921	3/26/15		
US	"FEEL IT" FORMULA	77/568453	9/12/08		
US	"FEEL IT" FORMULA	78/976934	1/14/04	3108245	6/20/06
US	"FEEL IT" FORMULA	77/978878	11/24/09	3782733	4/27/10
US	FOLLICLE HEALER	87/154980	8/30/16		
US	FOLLICLE HEALER	77/980799		3905752	1/11/11
US	FOLLICLE HEALER ENERGIZING SYSTEM	86/068128	9/17/13		

US	FOLLICLE HEALER ENERGIZING SYSTEM	77/980800			3909333	1/18/11
US	FOOT MEDS COLLECTION	77/643362		1/5/09		
US	GENTLE-TREATMENT	73/292991		1/14/81	1277666	5/15/84
US	GENTLE-TREATMENT	73/539841		5/28/85	1376790	1/7/86
US	GENTLE-TREATMENT design	78/500149		10/14/04	3028318	12/13/05
US	HAIR MEDS COLLECTION	78/760061		11/23/05	3266280	7/17/07
US	"HEALTHY HAIR IS SEXY HAIR" "DES CHEVEUX EN SANTE SONT DES CHEVEUX SEXY!"	77/333019		11/19/07		
US	HEAT RELIEF	86/845263		12/10/15		
US	HOT GRO INTENSE	76354961		1/7/02	2879943	8/31/04
US	NOURISHING ESSENTIALS	86/424152		10/15/14		
US	JOHNSON PRODUCTS design	77/817509		9/1/09		
US	JOHNSON PRODUCTS design	77/817535		9/1/09		
US	JP stylized	72/426786		6/9/72	988557	7/16/74
US	JP stylized	72/426787		6/9/72	974463	12/4/73
US	JP stylized	77/817462		9/1/09	3914966	2/1/11

US	LIQUID HEALING POMADE	77/665186	2/6/09		
US	MINERAL SOLUTIONS	85/051881	6/1/10		
US	MIRACLE BLOW OUT	86/224148	3/18/14		
US	MIRACLE BLOW-OUT	86/238597	4/1/14		
US	MIRACLE BLOWOUT	86/238607	4/1/14		
US	MIRACLE RENEWAL	86/159013	1/7/14	4709324	3/24/15
US	MIRACLE REPAIR	86/198936	2/20/14	4818789	9/22/15
US	MOISTURE-BLEND	77/936283	2/16/10	3999913	7/19/11
US	MOISTURE-BOND	86/211833	3/5/14		
US	MY GOODBYE ACNE SYSTEM	77/226755	7/11/07		
US	MY GOODBYE ACNE SYSTEM	77/976839	3/25/09	3628694	5/26/09
US	MY GOODBYE AGING SYSTEM	85/508234	1/4/12		
US	MY GOODBYE SCARRING SYSTEM	85/508237	1/4/12		
US	MY GOODBYE WRINKLE SYSTEM	85/536782	2/8/12		
US	MY MIRACLE	87/222437	11/1/16		
US	MY MIRACLE	87/004490	4/18/16		
US	MY MIRACLE	77/980846	3/10/09	3895544	12/21/10
US	MY MIRACLE MOISTURIZER	77/684537	3/5/09		
US	MY PRIVATE ZIT	77/668981	2/12/09		
US	NATURAL MIRACLE	86/671331	6/23/15		
US	NATURAL SOLUTIONS SYSTEM	86/050413	8/28/13		

US	NO EXCUSE! STOP THE ABUSE!	77/807323	8/18/09	3962526	5/17/11
US	ORGANIC MEDS	77/665192	2/6/09		
US	SALON MEDS	77/216761	6/27/07		
US	SALON MIRACLE 3000	77/264893	8/27/07		
US	SALON MIRACLE DE PARIS	77/264905	8/27/07		
US	SALON VALUE	77/773038	7/2/09		
US	SCALP SCIENCE	78/442342	6/28/04		
US	SKIN MEDS				
US	COLLECTION	77/667217	2/10/09		
US	SKIN MEDS				
US	COLLECTION	77/667247	2/10/09	3743923	2/2/10
US	SKIN MEDS				
US	COLLECTION	77/978138	9/16/09	3713602	11/17/09
US	SKIN MEDS				
US	COLLECTION (Design)	78/849827	3/30/06		
US	SOFT TOUCH	86/134583	12/4/13		
US	STOP THE DIVIDE	86/683578	7/6/15		
US	STYLING MEDS	77/030818	10/27/06	3373561	1/22/08
US	TEMPLE HEAVEN	76482271	1/13/03	3042192	1/10/06
US	THE GREAT MODEL				
US	SEARCH	77/784906	7/20/09	3914928	2/1/11
US	THERMAL CEUTICAL	78/331348	11/21/03		
US	THERMAL CEUTICAL	78/976510	11/21/03	3064549	2/28/06
US	THERMAL CEUTICAL	77/314139	10/26/07	3835538	8/17/10
US	ULTRA BRILLIANT	86/560541	3/11/15		
US	ULTRA BRILLIANT TECHNOLOGY	86/694830	7/16/15		
US	ULTRA CARE	77/920851	1/26/10	3935988	3/22/11

US	ULTRA SHEEN	72/051021	5/5/58	681947	7/14/59
US	ULTRA SHEEN	72/410723	12/20/91	953827	2/20/73
US	ULTRA SHEEN ULTRA SHEEN GRO NATURAL	72/410724	12/20/71	968329	9/11/73
US	TREATMENT	74/711592	8/7/95	2232500	3/16/99
US	ULTRA SHEEN MEN	85/299092	4/19/11	4265175	12/25/12
US	ULTRA SHEEN SUPREME	73/229056	8/27/79	1190376	2/23/82
US	ULTRA SHEEN SUPREME #LAID	86/967366	4/7/16		
US	ULTRA SHEEN SUPREME #SHINE	86/958027	3/30/16		
US	ULTRA SHEEN SUPREME #SLAYED	86/958036	3/30/16		
US	ULTRA SHEEN SUPREME HAIR CARE and design	86/576923	3/26/15		
	JP JOHNSON PRODUCTS				
US	ULTRASHEEN	78/190834	12/3/02	2834411	4/20/04
US	ZE ZE	77/652709	1/20/09		

Unregistered Marks
HOT GRO
CASHMERE CREAM
HONEY OIL
HEAVENLY HONEY
BUTTER WHIP
DREAM MAKER
TOUCH
DOCTOR DESIGN
THERMACLCEUTICAL
BRAID MAGIC
HEAT TREAT
SCALPVECTIN
COLOR AWARE
SCALP SAVER
DR. MIRACLE'S - Class 5
Dr. Miracle's and design - Class 5
FEEL IT FORMULA - Class 5
DR. MIRACLE'S "FEEL IT" FORMULA
MOROCCAN MIRACLE
ARGAN MIRACLE OIL
ARGAN MIRACLE
DR. MIRACLE'S MOROCCAN FORMULA
DR. MIRACLE'S MOROCCAN ARGAN OIL
DR. MIRACLE'S HEALTHY HAIR
DR. MIRACLE'S HEALTHY HAIR and design
DR. MIRACLE'S HEALTHY SKIN
DR. MIRACLE'S HEALTHY SKIN and design
MR. MIRACLE'S
MR. MIRACLE'S and design
DR. MIRACLE'S NOURISHING ESSENTIALS
DR. MIRACLE'S NOURISHING ESSENTIALS and design
NOURISHING ESSENTIALS
SIMPLY NATURAL
HAIR YOUR WAY
EMBRACE
NATURALLY MY WAY
NATURAL TO YOU
CURL CONNECTION

Country	Title	Patent Reg. #	Issue Date
US	Hair Straightening System	5,679,327	10/21/97
Canada	Hair Relaxer Cream	1329368	1/10/94
Canada	Improved Hair Straightening Emulsion	2230224	1/21/03
Hong Kong	Improved Hair Straightening Emulsion	HK1011183	4/28/00
UK	Improved Hair Straightening Emulsion	2319787	7/27/99

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