

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
OMP, INC.		01/28/2005	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., as Administrative Agent
Street Address:	222 N. LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60601
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 30**

Property Type	Number	Word Mark
Registration Number:	2472716	ACTION
Registration Number:	2302207	BLENDER
Registration Number:	2564375	CFFECTIVES
Registration Number:	1958029	EXFODERM
Registration Number:	2861156	LUMINATRIX
Registration Number:	2860612	LUMINATRIX
Registration Number:	2838572	NU-DERM
Registration Number:	2786594	OBAGI
Registration Number:	2838565	OBAGI
Registration Number:	2203028	OBAGI
Registration Number:	2450253	OBAGI
Registration Number:	2155170	OBAGI BLUE PEEL
Registration Number:	2454186	
Registration Number:	2155067	OBAGI NU-DERM

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Registration Number:	2684171	OBAGI PROTOCOLS
Registration Number:	2160756	OBAGI SKIN HEALTH
Registration Number:	2114897	OBAGI
Registration Number:	2855926	OMP INC
Registration Number:	2643677	OMP INC
Registration Number:	2707942	PRODERM
Registration Number:	1903890	PROGRAM I CLEAR
Registration Number:	1947836	PROGRAM II CLEAR
Registration Number:	2300062	SUNFADER
Registration Number:	2569150	TOLEREEN
Serial Number:	76464317	BLUE PEEL
Serial Number:	78413974	COMPLEX 272
Serial Number:	76119132	LIPOFIRM
Serial Number:	78413318	OBAGI-C
Serial Number:	78413338	PHOTOLUMINES
Serial Number:	78200912	PRODERM

#### CORRESPONDENCE DATA

Fax Number: (202)728-0744

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 2027216405

Email: christine.wilson@t-t.com

Correspondent Name: Christine Wilson

Address Line 1: 1750 K Street, NW

Address Line 2: Suite 200

Address Line 4: Washington, DISTRICT OF COLUMBIA 20006

NAME OF SUBMITTER:	CHRISTINE WILSON
Signature:	/CHRISTINE WILSON/
Date:	02/08/2005

#### Total Attachments: 4

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") is made as of this 28th day of January, 2005 by OMP, INC., a Delaware corporation ("Grantor"), in favor of Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., in its capacity as Administrative Agent for the Lenders (as such term is defined below) party to the Credit Agreement (as such term is defined below) ("Grantee").

### W I T N E S S E T H

WHEREAS, Grantor and Grantee are parties to that certain Credit Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor by Lenders; and

WHEREAS, pursuant to the terms of a certain Security Agreement of even date herewith between Grantor and Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as such term is defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement.

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

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.


2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising:

(i) 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

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

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

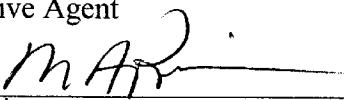
**OMP, INC.**

By:   
Name: Curtis Cluff  
Title: CFO

**AGREED AND ACCEPTED**

as of the date first written above

**MERRILL LYNCH CAPITAL**, a division of  
Merrill Lynch Business Financial Services Inc.,  
as Administrative Agent

By:   
Name: Marc Reiser  
Title: VP

**OMP, Inc.**  
**Schedule of Registered US Trademarks**

Trademark	Classes	Registration No	Registration Date	Status
ACTION	3	2472716	31-Jul-2001	Registered
BLENDER	5	2302207	21-Dec-1999	Registered
CFEFFECTIVES	3	2564375	23-Apr-2002	Registered
EXFODERM	3	1958029	20-Feb-1996	Registered
LUMINATRIX	3	2861156	06-Jul-2004	Registered
LUMINATRIX	3, 5	2860612	06-Jul-2004	Registered
NU-DERM	44	2838572	04-May-2004	Registered
OBAGI	44	2786594	25-Nov-2003	Registered
OBAGI	5	2838565	04-May-2004	Registered
OBAGI	3	2203028	10-Nov-1998	Registered
OBAGI & Design	3, 5, 42	2450253	08-May-2001	Registered
OBAGI BLUE PEEL	3	2155170	05-May-1998	Registered
OBAGI DESIGN	3, 5	2454186	22-May-2001	Registered
OBAGI NU-DERM	3	2155067	05-May-1998	Registered
OBAGI PROTOCOLS & Design	5	2684171	04-Feb-2003	Registered
OBAGI SKIN HEALTH	3	2160756	26-May-1998	Registered
OBAGI (Stylized)	3	2114897	25-Nov-1997	Registered
OMP INC. & Design	44	2855926	22-Jun-2004	Registered
OMP INC. & Design	3	2643677	29-Oct-2002	Registered
PRODERM	3, 5	2707942	15-Apr-2003	Registered
PROGRAM I CLEAR	5	1903890	04-Jul-1995	Registered
PROGRAM II CLEAR	3	1947836	16-Jan-1996	Registered
SUNFADER	5	2300062	14-Dec-1999	Registered
TOLEREEN	3	2569150	14-May-2002	Registered

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PERMANENT REPRESENTATIVE

**OMP, Inc.**  
**Schedule of Pending US Trademarks**

<b>Trademark</b>	<b>Classes</b>	<b>Application No</b>	<b>Application Date</b>	<b>Status</b>
BLUE PEEL	3	76/464317 25	29-Oct-2002	Pending
COMPLEX 272	3	78/413974 26	06-May-2004	Pending
LIPOFIRM	3, 5, 10	76/119132 27	30-Aug-2000	Pending
OBAGI-C	3, 5	78/413318 28	05-May-2004	Pending
PHOTOLUMINES	3, 5	78/413338 29	05-May-2004	Pending
PRODERM	44	78/200912 30	07-Jan-2003	Pending