

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Trademark Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bioceutix Inc.		02/18/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	BNP Paribas, as Second Lien Administrative Agent
Street Address:	787 Seventh Avenue, 32nd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Unknown:

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	76056110	BIOCEUTIX
Serial Number:	76055545	BIOCEUTIX
Serial Number:	76055565	BIOCEUTIX
Serial Number:	76405006	MD FORMULATIONS
Registration Number:	2498951	CELLABRASION
Registration Number:	1814638	M.D. FORMULATIONS
Registration Number:	1733914	M.D.FORMULATIONS
Registration Number:	2241493	M.D. FORMULATIONS VIT-A-PLUS

CORRESPONDENCE DATA	
Fax Number:	(213)430-6407
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	gdurham@omm.com
Correspondent Name:	Gina M. Durham, Esq.
Address Line 1:	400 South Hope Street
Address Line 2:	O'Melveny & Myers LLP

CH \$215.00 76056110

Address Line 4: Los Angeles, CALIFORNIA 90071

NAME OF SUBMITTER:

Gina M. Durham

Signature:

/Gina M. Durham/

Date:

02/26/2005

Total Attachments: 5

source=(T-Grant) - Bio 2nd#page1.tif

source=(T-Grant) - Bio 2nd#page2.tif

source=(T-Grant) - Bio 2nd#page3.tif

source=(T-Grant) - Bio 2nd#page4.tif

source=(T-Grant) - Bio 2nd#page5.tif

GRANT OF TRADEMARK SECURITY INTEREST

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE ADMINISTRATIVE AGENT PURSUANT TO THIS GRANT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE ADMINISTRATIVE AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT, DATED AS OF FEBRUARY 18, 2005 (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE “**INTERCREDITOR AGREEMENT**”), BY AND AMONG BNP PARIBAS, AS FIRST LIEN ADMINISTRATIVE AGENT, AND BNP PARIBAS, AS SECOND LIEN ADMINISTRATIVE AGENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS NOTE, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

WHEREAS, Bioceutix Inc., a Delaware corporation (“**Grantor**”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, MD Beauty, Inc., a Delaware corporation (“**Company**”), has entered into a Term Loan Agreement dated as of February 18, 2005, (said Term Loan Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the “**Credit Agreement**”) with STB Beauty, Inc., a Delaware corporation, the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the “**Lenders**”), and BNP Paribas, as Administrative Agent for the Lenders (in such capacity, “**Secured Party**”) pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Company; and

WHEREAS, Company may from time to time enter, or may from time to time have entered, into one or more swap agreements (collectively, the “**Lender Hedge Agreements**”) with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Hedge Agreements are entered into (in such capacity, collectively, “**Hedge Agreement Counterparties**”); and

WHEREAS, Grantor has executed and delivered that certain Subsidiary Guaranty dated as of February 18, 2005, (said Subsidiary Guaranty, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the “**Guaranty**”) in favor of Secured Party for the benefit of Lenders and any Hedge Agreement Counterparties, pursuant to which Grantor has guaranteed the prompt payment and performance when due of all obligations of Company under the Credit Agreement and the other Loan Documents and all obligations of Company under the Lender Hedge Agreements, including, without limitation, the obligation of Company to make payments thereunder in the event of early termination thereof; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of February 18, 2005 (said Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the “**Security Agreement**”) among Grantor, Secured Party and the other grantors named therein, Grantor has created in favor of Secured Party a security interest in, and Secured Party became a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Secured Party pursuant to the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the “**Trademark Collateral**”):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks specifically set forth on Schedule A annexed hereto) (collectively, the “**Trademarks**”), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Grantor’s business symbolized by the Trademarks and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term “**proceeds**” includes: (a) whatever is acquired upon the sale, lease, license, exchange, or other disposition of the Trademark Collateral; (b) whatever is collected on, or distributed on account of, the Trademark Collateral; (c) rights arising out of the Trademark Collateral; (d) to the extent of the value of the Trademark Collateral, claims arising out of the loss, nonconformity, or interference with the use of, defects or infringement of rights in, or damage to, the Trademark Collateral; (e) to the extent of the value of the Trademark Collateral, insurance payable by reason of the loss or nonconformity of, defects or infringement of rights in, or damage to, the Trademark Collateral (whether or not Secured Party is the loss payee thereof); and (f) whatever is receivable or received when the Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral 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.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 18th day of February, 2005.

BIOCEUTIX, INC.

By: Leslie A. Blodgett

Name: Leslie A. Blodgett

Title: President, Chief Executive Officer and Secretary

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

Registered Trademarks:

	Trademark Description	Owner	Registration Number	Registration Date
1.	CELLABRASION (To be Abandoned)	Biocetix Inc.	2498951	10/16/01
2.	M.D. FORMULATIONS	Biocetix Inc.	1814638	01/04/94
3.	M.D. FORMULATIONS (Stylized-Old Design)	Biocetix Inc.	1733914	11/17/92
4.	M.D. FORMULATIONS VIT-A-PLUS	Biocetix Inc.	2241493	04/27/99

Pending Trademarks:

	Trademark Description	Owner	Application Number	Filing Date
1.	BIOCEUTIX	Biocetix Inc.	76/056110	05/23/00
2.	BIOCEUTIX	Biocetix Inc.	76/055545	05/23/00
3.	BIOCEUTIX	Biocetix Inc.	76/055565	05/23/00
4.	M.D. FORMULATIONS & Design	Biocetix Inc.	76/405006	05/08/02