

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
W Lab Acquisition Corp.		03/09/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	NewStar Financial, Inc., as administrative and collateral agent
Street Address:	500 Boylston Street
Internal Address:	Suite 1600
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02116
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	2642191	FIRMINOL-10
Registration Number:	0852910	PSSSSSST
Registration Number:	2350277	STOPPERS4
Registration Number:	2664650	TURBOSHAVE
Registration Number:	2318576	VITA-K SOLUTION
Serial Number:	78465271	BATH LOUNGE
Serial Number:	78741172	BOTÁGE IDB
Serial Number:	78713625	COSMANIA
Serial Number:	78547760	DERMAFREEZE 365
Serial Number:	78726155	EYEDEAL
Serial Number:	78575143	GABA-BIOX LIFTING COMPLEX
Serial Number:	78575150	GABA-BIOX
Serial Number:	78741205	NEUVÁGE IDB

OP \$590.00 2642191

Serial Number:	78697859	PRE-KINI
Serial Number:	78691971	PROLEXIN
Serial Number:	78697401	PROLIGHTEN
Serial Number:	78407473	PSSSSSST
Serial Number:	78466484	THE BATH LOUNGE
Serial Number:	76360125	THE SKIN FIRMING MIRACLE IN A BOTTLE
Serial Number:	78691975	UNDER EYEBRYTEN
Serial Number:	78691979	VIRTUAL LASER
Serial Number:	78691977	WRINKL-EEZ
Registration Number:	2192717	STOPPERS-4

CORRESPONDENCE DATA

Fax Number: (617)951-8736
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (617) 951-8073
Email: jessica.davis@bingham.com
Correspondent Name: Jessica Davis
Address Line 1: 150 Federal Street
Address Line 2: Bingham McCutchen LLP
Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Jessica Davis
Signature:	/jessica davis/
Date:	03/10/2006

Total Attachments: 12
source=WLabIP#page1.tif
source=WLabIP#page2.tif
source=WLabIP#page3.tif
source=WLabIP#page4.tif
source=WLabIP#page5.tif
source=WLabIP#page6.tif
source=WLabIP#page7.tif
source=WLabIP#page8.tif
source=WLabIP#page9.tif
source=WLabIP#page10.tif
source=WLabIP#page11.tif
source=WLabIP#page12.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of March 9, 2006, is entered into by and between **W LAB ACQUISITION CORP.**, a Delaware corporation (hereinafter, together with its successors in title and assigns, called the "**Grantor**"), and **NEWSTAR FINANCIAL, INC.**, as administrative agent and collateral agent for the benefit of Secured Parties (hereinafter, together with its successors as administrative agent and collateral agent for the benefit of Secured Parties, called the "**Administrative Agent**").

Statement of Facts

A. Nextera Enterprises, Inc., a Delaware corporation (hereinafter, together with its successors in title and assigns, called the "**Parent Company**"), the Borrower, the several Lenders from time to time party thereto and Administrative Agent, are party to the Credit Agreement, dated as of March 9, 2006, providing for the making of Credit Extensions to the Borrower, all as contemplated and provided thereby.

B. In order to induce the Lenders to make Credit Extensions to the Grantor upon the terms and subject to the conditions contained in the Credit Agreement, the Grantor has agreed, upon the terms contained in the Credit Agreement, to grant to the Administrative Agent, for the benefit of Secured Parties, as more specifically set forth herein, continuing security interests in and Liens upon all Intellectual Property of the Grantor in order to secure all of the Obligations.

C. The Grantor has granted to the Administrative Agent, for the benefit of Secured Parties, continuing security interests in and Liens upon all of the Intellectual Property of the Grantor pursuant to and upon the terms and conditions contained in the Security Agreement, dated as of the date hereof, by and among the Grantor, the Parent Company, the Subsidiary Guarantors and the Administrative Agent (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**").

D. Upon the terms contained in the Credit Agreement and the Security Agreement, the Grantor has agreed to execute and deliver to the Administrative Agent, for the benefit of Secured Parties, this Intellectual Property Security Agreement, which is supplemental to the Security Agreement.

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

1. **Definitions.** All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement or, if not defined therein, then in the Credit Agreement, and the following terms shall have (unless otherwise provided elsewhere in this Intellectual Property Security Agreement) the following respective meanings (such meanings being equally applicable to both the singular and plural forms of the terms defined):

(a) **“Intellectual Property”** shall mean all of the rights, title and interests of the Grantor in, to and under all of the following, whether presently existing or at any time or from time to time hereafter created, arising or acquired:

(i) all of its Marks, including all of its trademarks and all trademark licenses to which it is a party, including, without limitation, all of those referred to in Schedule I hereto;

(ii) all of its Patents and all Patent licenses to which it is a party, including, without limitation, all of those referred to in Schedule II hereto;

(iii) all of its Copyrights and all Copyright licenses to which it is a party, including, without limitation, all of those referred to in Schedule III hereto;

(iv) all divisions, reissues, continuations, extensions or renewals of each of the foregoing;

(v) all goodwill of the businesses of the Grantor and of its Subsidiaries connected with the use of, or otherwise symbolized by, each Mark (including each trademark and trademark license), Patent, Patent license, Copyright and Copyright License;

(vi) all Trade Secret Rights and all other intellectual property;
and

(vii) all income, products and proceeds of each of the foregoing, including, without limitation, all claims by the Grantor against third parties for past, present or future (A) infringement or dilution of any Mark, including any trademark or trademark licensed under any trademark license, (B) injury to any goodwill associated with any Mark, including any trademark or any trademark licensed under any trademark license, (C) infringement of any Patent or any Patent licensed under any Patent license, (D) injury to any goodwill associated with any Patent or any Patent licensed under any Patent license, (E) infringement of any Copyright or any Copyright licensed under any Copyright license, (F) injury to any goodwill associated with any Copyright or any Copyright licensed under any Copyright license, or (G) infringement of any Trade Secret Rights or any other Intellectual Property.

(b) **“Credit Agreement”** shall mean the Credit Agreement, dated as of March 9, 2006, among the Parent Company, the Borrower, the several Persons from time to time party thereto as Lenders thereunder, and the Administrative Agent, providing for the making of Credit Extensions to the Borrower, as the same may be amended, supplemented or otherwise modified from time to time.

(c) **“Obligations”** shall mean any and all of the Obligations (as that term is defined in the Credit Agreement).

(d) **“Security Agreement”** shall have the meaning given such term in

the Statement of Facts above.

All other terms contained in this Intellectual Property Security Agreement shall, unless the context shall indicate otherwise, have the meanings provided for by the UCC to the extent that such other terms are used or defined therein. References to the Credit Agreement or Security Agreement include any amendment, modification, supplement, restatement, replacement or refinancing (in whole or in part) thereof, whether by way of increase or reduction to any of the Commitments or the principal amount of any of the Loans, addition or elimination of any credit facilities thereunder, extension of any term, addition or deletion of any party thereto, or otherwise.

2. **Grant of Security Interests.** To secure the prompt and complete payment and performance of all and each of the Obligations, as and when the same shall become due and payable, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due and payable but for the operation of the automatic stay under the Bankruptcy Code), the Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to the Administrative Agent, for the benefit of Secured Parties, a continuing security interest in and Lien upon all of the rights, title and interests of the Grantor to, in and under all of the Intellectual Property.

3. **Representations and Warranties.** The Grantor represents and warrants to the Administrative Agent that to its knowledge, as of the Closing Date, the Grantor does not have any ownership interest in, or title to, any registered Mark, Mark application, registered Patent, Patent application, registered Copyright or Copyright application in the United States, **except** as set forth in Schedule I, Schedule II and Schedule III hereto. This Intellectual Property Security Agreement is effective to create valid and continuing security interests in and Liens upon, and, upon the recording hereof with the United States Patent and Trademark Office and the United States Copyright Office, as applicable, and the filing of appropriate financing statements in the State of Delaware, perfected Liens in favor of the Administrative Agent on, the Grantor's Marks, Patents, and Copyrights set forth on Schedule I, Schedule II and Schedule III, to the extent such perfection can be achieved by making such filings; and such perfected security interests and Liens shall be enforceable as such as against any and all creditors of or purchasers from the Grantor.

4. **Covenants.** The Grantor covenants and agrees with the Administrative Agent, for the benefit of Secured Parties, that, from and after the date of this Intellectual Property Security Agreement and until the Termination Date (as defined in Section 10.10(a) of the Security Agreement), in the event that the Grantor shall file any application for the registration of any Mark, Patent or Copyright with the United States Patent and Mark Office, the United States Copyright Office or any similar office or agency of the United States, any State thereof or any other domestic jurisdiction, the Grantor shall (a) notify the Administrative Agent promptly in writing of the filing of any such application, and (b) promptly upon request of the Administrative Agent, execute and deliver to the Administrative Agent a supplement hereto (in form and substance reasonably satisfactory to the Administrative Agent) to evidence Administrative Agent's security interests in and Liens upon each such Mark, Patent or Copyright, and all of the general intangibles of the Grantor relating thereto or represented thereby.

5. **Security Agreement.** The security interests and Liens granted by the Grantor to the Administrative Agent pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests and Liens granted by the Grantor to the Administrative Agent pursuant to the Credit Agreement and the Security Agreement. The Grantor and the Administrative Agent expressly agree that each of the security interests and Liens granted under this Intellectual Property Security Agreement, the Credit Agreement and the Security Agreement in the Intellectual Property are intended to be treated as a single security interest for purposes of Article 9 of the UCC and other Applicable Law. The exercise by the Administrative Agent of any rights or remedies with respect to any of the Intellectual Property shall be deemed to be an exercise of such rights or remedies in connection with both this Intellectual Property Security Agreement and also the Credit Agreement and the Security Agreement. In the event of any inconsistency between the terms and conditions of this Intellectual Property Security Agreement and the Credit Agreement and the Security Agreement, then the terms and conditions of the Credit Agreement and the Security Agreement shall prevail.

6. **Reinstatement.** This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective in the event that any petition shall be filed by or against the Grantor for liquidation or reorganization, should the Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of the Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to Applicable Law, rescinded or reduced in amount, or must otherwise be restored or returned, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and shall be deemed reduced only by such amount paid in cash and **not** so rescinded, reduced, restored or returned.

7. **Notices.** Except as otherwise provided herein, whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties hereto by any other party hereto, or whenever any of the parties hereto desires to give and serve upon any other party hereto any communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the notice provisions of the Credit Agreement.

8. **Termination.** This Intellectual Property Security Agreement, and the security interests and Liens granted hereunder, shall terminate upon the Termination Date. Upon any termination of the Liens created hereunder upon the Termination Date, the Administrative Agent shall, at the sole cost and expense of the Grantor, promptly execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence the termination of the Liens created hereby.

9. **Choice of Law And Venue; Jury Trial Waiver.** **THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK. EACH OF THE**

ADMINISTRATIVE AGENT AND THE GRANTOR ACKNOWLEDGES THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. EACH OF THEM, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL OF THEIR CHOICE, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT ANY OF THEM MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY RELATED INSTRUMENT OR COLLATERAL DOCUMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY OF THE OTHER COLLATERAL DOCUMENTS OR ANY COURSE OF CONDUCT, DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTION OF ANY OF THEM. EACH OF THE PARTIES HERETO HEREBY AGREES TO BE BOUND BY THE PROVISIONS SET FORTH IN SECTION 10.14 AND SECTION 10.15 OF THE CREDIT AGREEMENT, WHICH PROVISIONS ARE HEREBY INCORPORATED HEREIN BY REFERENCE WITH THE SAME FULL FORCE AND EFFECT AS IF SET FORTH HEREIN IN FULL.

10. **Expenses.** In the event that the Grantor shall fail to comply with the provisions of this Intellectual Property Security Agreement or any other Collateral Document, such that the value of any Intellectual Property or the validity, perfection, rank or value of any Liens created hereunder is thereby materially diminished or potentially materially diminished or put at risk, the Administrative Agent may, but shall not be required to, effect such compliance on behalf of the Grantor, and the Grantor shall reimburse the Administrative Agent for all of the reasonable costs and expenses thereof on demand by the Administrative Agent.

11. **Delivery by Facsimile.** Delivery of the signature pages to this Intellectual Property Security Agreement by facsimile shall be as effective as delivery of manually executed counterparts of this Agreement.

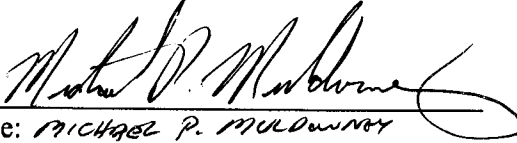
[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

****Signature Page to Intellectual Property Security Agreement follows****

IN WITNESS WHEREOF, the Grantor has caused this **INTELLECTUAL PROPERTY SECURITY AGREEMENT** to be executed and delivered by its duly authorized officer or other representative as of the date first set forth above.

The Grantor:

W LAB ACQUISITION CORP.

By: 
Name: MICHAEL P. MULDOWNEY
Title: CEO

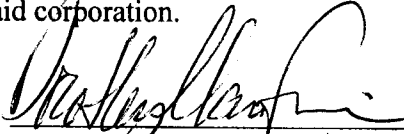
****Signature Page to Intellectual Property Security Agreement****

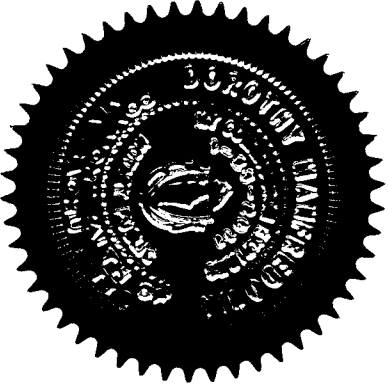
*****Signature Page to Intellectual Property Security Agreement follow*****

ACKNOWLEDGMENT OF GRANTOR

STATE OF Massachusetts)
)
COUNTY OF Suffolk)

On this 9th day of March, 2006, before me, the undersigned notary public, personally appeared Michael P. Muldowney, as Chief Exec. Officer of **W LAB ACQUISITION CORP.**, proved to me through satisfactory evidence of identification, which was MALICENSE # S22384920, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that MPM signed it voluntarily for its stated purpose as Chief Executive Officer of said corporation.

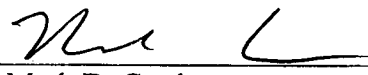

Notary Public DOROTHY MANFREDONIA
My commission expires: 1-28-11



****Acknowledgment to Intellectual Property Security Agreement****

The Administrative Agent:

NEWSTAR FINANCIAL, INC.

By:  _____

Name: Mark D. Cordes

Title: Managing Director

****Signature Page to Intellectual Property Security Agreement****

SCHEDULE I

To

W LAB ACQUISITION CORP.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. TRADEMARK REGISTRATIONS.

<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
FIRMINOL - 10	2642191	29-Oct-02
PSSSSSST	0852910	16-Jul-68
STOPPERS-4 (stylized)	2350277	16-May-00
STOPPERS-4	2192717	29-Sep-98
TURBOSHAVE	2664650	17-Dec-02
VITA-K SOLUTION	2318576	15-Feb-00

II. TRADEMARK APPLICATIONS.

<u>Mark</u>	<u>Application No.</u>	<u>Date</u>
BATH LOUNGE	78/465271	10-Aug-04
BOTÁGE IDB	78/741172	26-Oct-05
COSMANIA	78/713625	15-Sep-05
DERMAFREEZE 365	78/547760	14-Jan-05
EYEDEAL	78/726155	04-Oct-05
GABA-BIOX LIFTING COMPLEX	78/575143	25-Feb-05
GABA-BIOX	78/575150	25-Feb-05
NEUVÁGE IDB	78/741205	26-Oct-05
PRE-KINI	78/697859	22-Aug-05
PROLEXIN	78/691971	12-Aug-05

PROLEXIN	78/691971	12-Aug-05
PROLIGHTEN	78/697401	22-Aug-05
PSSSSSST	78/407473	23-Apr-04
THE BATH LOUNGE & Design	78/466484	12-Aug-04
THE SKIN FIRING MIRACLE IN A BOTTLE	76/360125	16-Jan-02
UNDER EYEBRYTEN	78/691975	12-Aug-05
VITA C-2	Application in process	
VIRTUAL LASER	78/691979	12-Aug-05
WRINKL-EEZ	78/691977	12-Aug-05

SCHEDULE II

To

INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. PATENT REGISTRATIONS.

<u>Patent</u>	<u>Reg. No.</u>	<u>Date</u>
---------------	-----------------	-------------

None.

II. PATENT APPLICATIONS.

<u>Patent Application No.</u>	<u>Reg. No.</u>	<u>Date</u>
-------------------------------	-----------------	-------------

GAMMA-AMINO BUTYRIC ACID	11/072184	04-Mar-05
--------------------------	-----------	-----------

SCHEDULE III

To

INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. COPYRIGHT REGISTRATIONS.

<u>Copyright</u>	<u>Reg. No.</u>	<u>Date</u>
------------------	-----------------	-------------

None.

II. COPYRIGHT APPLICATIONS.

<u>Copyright</u>	<u>Application No.</u>	<u>Date</u>
------------------	------------------------	-------------

None.