

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
ADULT ACNE CENTERS, INC.		05/24/2006	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	ORIX VENTURE FINANCE LLC		
Street Address:	1177 AVENUE OF THE AMERICAS		
Internal Address:	5TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	LIMITED LIABILITY COMPANY:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	78842152	TOTAL ACNE MAKEOVER	
Serial Number:	78759031	EXTREME ACNE MAKEOVER	
CORRESPONDENCE DATA			
Fax Number:	(650)849-7400		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	6508435381		
Email:	dsanchezbentz@cooley.com		
Correspondent Name:	Diana Sanchez Bentz		
Address Line 1:	Cooley Godward LLP		
Address Line 2:	5 Palo Alto Square, 3000 El Camino Real		
Address Line 4:	Palo Alto, CALIFORNIA 94306		
ATTORNEY DOCKET NUMBER:	307038-101		
NAME OF SUBMITTER:	Diana Sanchez Bentz		

CH \$65.00 78842152

Signature:	/dsb4232/
Date:	05/31/2006
Total Attachments: 7 source=ORIX - IPSA#page1.tif source=ORIX - IPSA#page2.tif source=ORIX - IPSA#page3.tif source=ORIX - IPSA#page4.tif source=ORIX - IPSA#page5.tif source=ORIX - IPSA#page6.tif source=ORIX - IPSA#page7.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of May 24, 2006 by and among **Ideal Image Development, Inc.**, a Delaware corporation, **Ideal Image Development Corporation**, a Florida corporation, **Adult Acne Centers, Inc.**, a Florida Corporation, **Ideal Image of Missouri, LLC**, a Delaware limited liability company, and **Ideal Image Clinics of North Carolina (JV1), LLC**, a Delaware limited liability company (each a "Grantor" and collectively, the "Grantors"), and **ORIX Venture Finance LLC** ("ORIX"), with reference to the following facts:

A. ORIX and Grantors are parties to that certain Loan and Security Agreement of dated of even date herewith (as amended from time to time, the "Loan Agreement"). (Capitalized terms used herein have the meaning assigned in the Loan Agreement.)

B. Pursuant to the Loan Agreement, Grantors have granted to ORIX security interests in all of the Collateral. The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein).

Each Grantor agrees as follows:

1. To secure performance of all of the "Obligations" as defined in the Loan Agreement, such Grantor grants to ORIX a security interest in all of such Grantor's right, title and interest in such Grantor's Intellectual Property, including without limitation (i) the trademarks and servicemarks listed on Schedule A hereto, whether registered or not, and all applications to register and registrations of the same and like protections, and the entire goodwill of the business of such Grantor connected with and symbolized by such trademarks, and (ii) the patents and patent applications listed on Schedule B hereto and all like protections including, without limitation, all improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, and (iii) all copyrights, maskworks, software, computer programs and other works of authorship listed on Schedule C hereto, and all extensions and renewals thereof, and (iv) all rights to recover for past or future infringement of any of the foregoing, and (v) all right, title and interest in and to any and all present and future license agreements with respect to any of the foregoing, and (vi) all present and future accounts, accounts receivable, proceeds and other rights to payment arising from, in connection with or relating to any of the foregoing.

2. Grantors jointly and severally represent and warrant that (i) listed on Schedule A hereto are all trademark registrations and pending registrations owned or controlled by any Grantor or licensed to any Grantor, (ii) listed on Schedule B are all patents and patent applications owned or controlled by any Grantor or licensed to any Grantor, and (iii) listed on Schedule C are all copyrights, software, computer programs, mask works, and other works of authorship owned or controlled by any Grantor which are registered with the United States Copyright Office.

3. No Grantor shall, hereafter, register any maskworks, software, computer programs or other works of authorship subject to United States copyright protection with the United States

Copyright Office without first complying with the following: (i) providing ORIX with at least 15 days prior written notice thereof (unless such Grantor reasonably determines that such registration must be filed prior to the expiration of such fifteen-day period in order to launch a marketing or promotional campaign or to preserve or protect such Grantor's rights under applicable law, in which case such Grantor will provide written notice to ORIX no later than one day following the filing or registration, as the case may be), (ii) providing ORIX with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking such further actions as ORIX may reasonably request from time to time to perfect or continue the perfection of ORIX's interest in the Collateral, including without limitation the filing with the United States Copyright Office, simultaneously with the filing by such Grantor of the application for any such registration, of a copy of this Agreement or any supplement hereto in form acceptable to ORIX identifying the maskworks, software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of ORIX.

4. This Agreement is being executed and delivered pursuant to the Loan Agreement; nothing herein limits any of the terms or provisions of the Loan Agreement, and ORIX's rights hereunder and under the Loan Agreement are cumulative. This Agreement, the Loan Agreement and the other Loan Documents set forth in full all of the representations and agreements of the parties with respect to the subject matter hereof and supersede all prior discussions, oral representations, oral agreements and oral understandings between the parties. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. Notwithstanding the foregoing, Grantors agree that ORIX may, from time to time, update the Schedules to this Agreement pursuant to notice by Grantors of any additions or deletions thereto. In the event of any litigation between the parties based upon, arising out of, or in any way relating to this Agreement, the prevailing party shall be entitled to recover all of his costs and expenses (including without limitation attorneys' fees) from the non-prevailing party. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of ORIX and Grantors shall be governed by, and construed in accordance with the internal laws (and not the conflict of laws rules) of the Commonwealth of Virginia.


Address of Grantors:

4830 West Kennedy Blvd., Suite 440
Tampa, Florida 33609

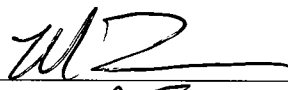
Ideal Image Development, Inc.

By 
Title SVP Finance

Ideal Image Development Corporation

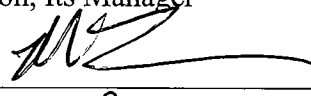
By 
Title SVP Finance

Adult Acne Centers, Inc.

By 
Title SVP Finance

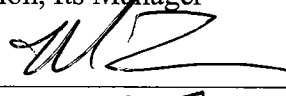
Ideal Image of Missouri, LLC

By: Ideal Image Development Corporation, Its Manager

By 
Title SVP Finance

Ideal Image Clinics of North Carolina (JV1), LLC


By: Ideal Image Development Corporation, Its Manager

By 
Title SVP Finance

Address of ORIX:

1800 Tysons Blvd., 3rd Floor
McLean, Virginia 22102

ORIX Venture Finance LLC

By 
Kevin P. Sheehan,
President and CEO

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK
REEL: 003319 FRAME: 0607

SCHEDULE A

Trademarks

Ideal Image Development, Inc. – NONE

Ideal Image of Missouri, LLC – NONE

Ideal Image Clinics of North Carolina (JV1), LLC – NONE

Ideal Image Development Corporation –

Trademark Name	Registration Date	Registration Number	Application Number
Change Your Life Forever	Pending	Pending	78,858,235
Flair Do	1/17/2006	3,045,962	
Flair Do Design	12/6/2005	3,023,833	
Ideal Financing	Pending	Pending	78,824,222
Ideal Image (all services)	3/7/2006	3,065,163	
Ideal Image (design)	7/12/2005	2,966,922	
Ideal Image (design) - EU	Pending	Pending	Pending
Ideal Image (LHR and vein services)	4/6/2004	2,829,610	
Ideal Image – Australia	8/24/2004	839,170	
Ideal Image – Canada	5/31/2005	126,154	
Ideal Image - Madrid Protocol	8/24/2004	839,170	
Ideal Office	10/4/2005	3,003,743	
Make your razor permanently disposable	Pending	Pending	78,863,481
Happy to be Me			Pending

Adult Acne Centers, Inc. –

Trademark Name	Registration Date	Registration Number	Application Number
Total Acne makeover	Pending	Pending	78,842,152
Extreme Acne makeover	Pending	Pending	78,759,031

SCHEDULE B

Patents and Patent Applications

Ideal Image Development, Inc. – NONE

Ideal Image Development Corporation – NONE

Adult Acne Centers, Inc. – NONE

Ideal Image of Missouri, LLC – NONE

Ideal Image Clinics of North Carolina (JV1), LLC – NONE

SCHEDULE C

Copyrights

Ideal Image Development, Inc. – NONE

Ideal Image Development Corporation – NONE

Adult Acne Centers, Inc. – NONE

Ideal Image of Missouri, LLC – NONE

Ideal Image Clinics of North Carolina (JV1), LLC – NONE