

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Second Lien Security Interest in Trademark Rights

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Arbonne International, LLC		06/19/2006	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Canadian Imperial Bank of Commerce, as Administrative Agent
<b>Street Address:</b>	425 Lexington Avenue
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10017
<b>Entity Type:</b>	Canadian Chartered Bank acting through New York agent:

**PROPERTY NUMBERS Total: 32**

Property Type	Number	Word Mark
Registration Number:	2594925	INNER G-PLEX
Registration Number:	1951526	ARBONNE BIO-NUTRIA
Registration Number:	1976702	BIO-MATTE
Registration Number:	2346124	NUTRIMINC
Registration Number:	2298969	GLORIOUS
Registration Number:	2098295	PUR ACTIVES
Registration Number:	2100274	POC
Registration Number:	2096008	ARBONNE SKIN FITNESS
Registration Number:	1770981	ARBONNE
Registration Number:	1377809	AMIREE
Registration Number:	1773986	BIO-HYDRIA
Registration Number:	2860312	TRIPLE SHIELD ECHINACEA
Registration Number:	2982066	RE9

**OP \$815.00 2594925**

Registration Number:	2991755	FIGURE EIGHT WEIGHT LOSS PROGRAM 8
Registration Number:	2992396	BIO-NUTRIA
Serial Number:	78325797	ARBONNE INTERNATIONAL
Serial Number:	78396276	ARBONNE
Serial Number:	78652826	ARBONNE INTELLIGENCE...NOT SO BASIC SKIN CARE
Serial Number:	78570101	ARBONNE LEARN & BURN
Serial Number:	78525066	ARBONNE NOW
Serial Number:	78630629	MANDARIN CASHMERE
Serial Number:	78516071	NUTRIMENC
Serial Number:	78679006	PREP & PLUMP
Serial Number:	78734813	AIRD
Serial Number:	78774566	ARBONNE INTELLIGENCE...NOT SO BASIC HAIR CARE
Serial Number:	78869753	ARBONNE MENS GENDER SPECIFIC BLEND
Serial Number:	78774943	ARBONNE SMART NUTRITIONAL HYBRIDS
Serial Number:	78869781	ARBONNE WOMENS GENDER SPECIFIC BLEND
Serial Number:	78869808	CRITI CALCIUM BLEND
Serial Number:	78869732	ESSENTIAL ENZYME BLEND
Serial Number:	78734882	FIGURE EIGHT 8 VANISH
Serial Number:	78887789	LUXURIOUS ALMOND

**CORRESPONDENCE DATA**

Fax Number: (714)755-8290  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 7145401235  
Email: ipdocket@lw.com  
Correspondent Name: Latham & Watkins LLP  
Address Line 1: 650 Town Center Drive, Suite 2000  
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	038265-23 2ND LIEN ARBONN
NAME OF SUBMITTER:	Patricia A. Conner
Signature:	/Patricia A. Conner/
Date:	07/06/2006

Total Attachments: 6  
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GRANT OF  
SECURITY INTEREST IN U.S. TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN U.S. TRADEMARK RIGHTS ("Agreement"), dated as of June 19, 2006, is made by ARBONNE INTERNATIONAL, LLC, a Delaware limited liability company (the "Grantor"), in favor of CANADIAN IMPERIAL BANK OF COMMERCE, as Second Lien Collateral Agent (the "Agent") for CANADIAN IMPERIAL BANK OF COMMERCE, as administrative agent (the "Administrative Agent"), and the banks and other financial institutions or entities (the "Lenders") from time to time parties to the Second Lien Credit Agreement, dated as of June 19, 2006 (as amended, supplemented or otherwise modified from time to time, the "Second Lien Credit Agreement"), among LEVLAD INTERMEDIATE HOLDCO, INC., a Delaware corporation, ARBONNE INTERMEDIATE HOLDCO, INC., a Delaware corporation, LEVLAD, LLC, a Delaware limited liability company ("Levlad") and Grantor (together with Levlad, the "Borrowers"), the Lenders, the Agent and the Administrative Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Second Lien Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrowers, including the Grantor, upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Second Lien Credit Agreement, the Borrowers executed and delivered a Second Lien Guarantee and Collateral Agreement, dated as of June 19, 2006, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrowers pursuant to the Second Lien Credit Agreement, Grantor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Second Lien Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. Grantor hereby pledges and grants a continuing security interest in the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Agent for the benefit of the Agent and the Lenders to secure the prompt and complete payment and performance when due of such Grantor's Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect until expiration or termination thereof in accordance with its terms.

SECTION 4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Second Lien Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between the terms and conditions of this Agreement and the terms and conditions of the Guarantee and Collateral Agreement, the Guarantee and Collateral Agreement shall prevail.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective duly authorized signatories as of the day and year first above written.


**ARBONNE INTERNATIONAL, LLC**

By: Mark I. Lehman  
Name: **Mark I. Lehman**  
Title: **Chief Financial Officer and Secretary**

Accepted and Agreed:

**CANADIAN IMPERIAL BANK OF COMMERCE,**  
as Collateral Agent

By: \_\_\_\_\_



Name: Joseph J Hegenbart  
Title: Authorized Signatory

[SECURITY INTEREST IN U.S. TRADEMARK RIGHTS]

**TRADEMARK**  
**REEL: 003342 FRAME: 0986**

Schedule A

<b>U.S. Trademark Registrations</b>	
<b>Trademark</b>	<b>Registration Number</b>
INNER G-PLEX	2,594,925
ARBONNE BIO-NUTRIA	1,951,526
BIO-MATTE	1,976,702
NUTRIMINC	2,346,124
GLORIOUS	2,298,969
PUR ACTIVES	2,098,295
POC	2,100,274
ARBONNE SKIN FITNESS	2,096,008
ARBONNE	1,770,981
AMIREE	1,377,809
BIO-HYDRIA	1,773,986
TRIPLE SHIELD ECHINACEA	2,860,312
RE9	2,982,066
FIGURE EIGHT WEIGHT LOSS PROGRAM 8 & Design	2,991,755
BIO-NUTRIA	2,992,396

<b>U.S. Trademark Applications</b>	
<b>Trademark</b>	<b>Serial Number</b>
ARBONNE INTERNATIONAL	78/325,797
ARBONNE	78/396,276
ARBONNE INTELLIGENCE...NOT SO BASIC SKIN CARE	78/652,826
ARBONNE LEARN & BURN	78/570,101
ARBONNE NOW	78/525,066
MANDARIN CASHMERE	78/630,629
NUTRIMENC	78/516,071
PREP & PLUMP	78/679/006
AIRD	78/734,813



**U.S. Trademark Applications**

<b>Trademark</b>	<b>Serial Number</b>
ARBONNE	78/396,276
ARBONNE INTELLIGENCE – NOT SO BASIC HAIR CARE	78/774,566
ARBONNE MENS GENDER SPECIFIC BLEND	78/869,753
NUTRITIONAL HYBRIDS	78/774,943
ARBONNE WOMENS GENDER SPECIFIC BLEND	78/869,781
CRITI-CALCIUM BLEND	78/869,808
ESSENTIAL ENZYME BLEND	78/869,732
FIGURE EIGHT VANISH & DESIGN	78/734,882
LUXURIOUS ALMOND	78/887,789

NY1153268.4

**RECORDED: 07/06/2006****TRADEMARK  
REEL: 003342 FRAME: 0988**