

**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
Levlad, 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: 29**

Property Type	Number	Word Mark
Registration Number:	1166898	NATURE'S GATE
Registration Number:	1246795	LIP SERVICE
Registration Number:	1289681	ALOEGEN
Registration Number:	1744210	PETAL FRESH
Registration Number:	1811785	BATH MOODS
Registration Number:	1929299	NO ANIMAL TESTING
Registration Number:	1961879	ZAP
Registration Number:	1980339	SPRINGBROOK
Registration Number:	1997582	SILLY VANILLY
Registration Number:	2014565	FOREST PURE
Registration Number:	2179434	FACIAL POLISH
Registration Number:	2232954	AQUABLOCK
Registration Number:	2352651	DAILY SKIN CARE THAT CARES

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Registration Number:	2473839	DEODORMINT
Registration Number:	2500672	SAVE FACE
Registration Number:	2743235	NATURE'S GATE ORGANICS
Registration Number:	2893961	ORGANIC SPA COLLECTION
Registration Number:	3002192	ORGANIC THERAPY
Registration Number:	3098659	FORGET YOUR LINES
Registration Number:	3098660	HAVE A VINE DAY
Registration Number:	3085962	C FOR YOURSELF
Registration Number:	3085963	LIGHT SWITCH
Registration Number:	3085964	OH WHAT A NIGHT
Serial Number:	76586325	NATURE'S GATE ORGANICS FRUIT BLEND
Serial Number:	78366389	NATURE'S GATE ORGANIC THERAPY
Serial Number:	78648101	TONE BACK THE CLOCK
Serial Number:	78648119	IN THE BEGINNING
Serial Number:	78670860	REPLENIPLEX
Serial Number:	78670637	NATURAL RESULTS

**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 LEVLAD
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 LEVLAD, 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, ARBONNE INTERNATIONAL, LLC, a Delaware corporation ("Arbonne") and Grantor (together with Arbonne, 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.

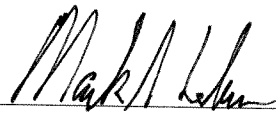
SECTION 4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Second Lien Credit Agreement and the Guarantee and Collateral Agreement, the 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.

**LEVLAD, LLC**

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



Name:

Title

**Mark I. Lehman**  
**Secretary**

[SECURITY INTEREST IN U.S. TRADEMARK RIGHTS]

**TRADEMARK**  
**REEL: 003342 FRAME: 0993**

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: 0994**

Schedule A

<b>U.S. Trademark Registrations</b>	
<b>Trademark</b>	<b>Registration Number</b>
NATURE'S GATE & DESIGN	1,166,898
LIP SERVICE	1,246,795
ALOEGEN	1,289,681
PETAL FRESH	1,744,210
BATH MOODS	1,811,785
NO ANIMAL TESTING & DESIGN	1,929,299
ZAP	1,961,879
SPRINGBROOK	1,980,339
SILLY VANILLY	1,997,582
FOREST PURE	2,014,565
FACIAL POLISH	2,179,434
AQUABLOCK	2,232,954
DAILY SKIN CARE THAT CARES	2,352,651
DEODORMINT	2,473,839
SAVE FACE & DESIGN	2,500,672
NATURE'S GATE ORGANICS	2,743,235
ORGANIC SPA COLLECTION	2,893,961
ORGANIC THERAPY	3,002,192
FORGET YOUR LINES	3,098,659
HAVE A VINE DAY	3,098,660
C FOR YOURSELF	3,085,962
LIGHT SWITCH	3,085,963
OH WHAT A NIGHT	3,085,964

<b>U.S. Trademark Applications</b>	
<b>Trademark</b>	<b>Serial Number</b>
NATURE'S GATE ORGANIC FRUIT BLEND	76/586,325
NATURE'S GATE ORGANIC THERAPY	78/366,389

TONE BACK THE CLOCK	78/648,101
IN THE BEGINNING	78/648,119
REPLENIPLEX	78/670,860
NATURAL RESULTS	78/670,637

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**RECORDED: 07/06/2006**

**TRADEMARK  
REEL: 003342 FRAME: 0996**