

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Adam Sandow		06/30/2006	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	The 1818 SBIC Fund, L.P.		
Street Address:	c/o Brown Brothers		
Internal Address:	140 Broadway, 2nd floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	LIMITED PARTNERSHIP:		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2981523	NEWBEAUTY	
Serial Number:	78713752	NEWBEAUTY	
Registration Number:	3065171	SPA CHOCOLATE	
Serial Number:	78713779	BEAUTY PASS	
Serial Number:	78713722	TEST TUBE	
Serial Number:	78804801	NEWBEAUTY ANTI-AGING	
CORRESPONDENCE DATA			
Fax Number:	(212)536-3901		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-536-4868		
Email:	ckeenan@kling.com		
Correspondent Name:	Catherine R. Keenan		
Address Line 1:	599 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10022		

CH \$165.00 2981523

ATTORNEY DOCKET NUMBER:	0810515.0209
NAME OF SUBMITTER:	Catherine R. Keenan
Signature:	/catherine r. keenan/
Date:	07/21/2006

Total Attachments: 9

source=NY-#453886-v1-Sandow_-_executed_Adam_Sandow_IP_Sec_Agr#page1.tif

source=NY-#453886-v1-Sandow_-_executed_Adam_Sandow_IP_Sec_Agr#page2.tif

source=NY-#453886-v1-Sandow_-_executed_Adam_Sandow_IP_Sec_Agr#page3.tif

source=NY-#453886-v1-Sandow_-_executed_Adam_Sandow_IP_Sec_Agr#page4.tif

source=NY-#453886-v1-Sandow_-_executed_Adam_Sandow_IP_Sec_Agr#page5.tif

source=NY-#453886-v1-Sandow_-_executed_Adam_Sandow_IP_Sec_Agr#page6.tif

source=NY-#453886-v1-Sandow_-_executed_Adam_Sandow_IP_Sec_Agr#page7.tif

source=NY-#453886-v1-Sandow_-_executed_Adam_Sandow_IP_Sec_Agr#page8.tif

source=NY-#453886-v1-Sandow_-_executed_Adam_Sandow_IP_Sec_Agr#page9.tif

IP SECURITY AGREEMENT

This IP SECURITY AGREEMENT, dated as of June 30, 2006 (this "IP Security Agreement"), is made by Adam Sandow (the "Grantor") in favor of The 1818 SBIC Fund, L.P. (the "Grantee").

WITNESSETH:

WHEREAS, pursuant to that certain Note and Warrant Purchase Agreement (the "Purchase Agreement") dated June 30, 2006 by and among Sandow Media Corporation ("Sandow Media") and the Purchasers named therein, Sandow Media is issuing certain Senior Notes due June 30, 2011 (the "Notes") and certain Warrants (the "Warrants") to the Purchasers;

WHEREAS, in order to induce the Purchasers to enter into the Purchase Agreement and to accept the Notes and Warrants, the Grantor has entered into that certain Security Agreement dated June 30, 2006 (the "Security Agreement") by and among Grantor and Grantee, pursuant to which the Grantor has granted a continuing Lien on the Collateral to secure the Obligations; and

WHEREAS, in order to further induce the Purchasers to enter into the Purchase Agreement and to accept the Notes and Warrants, the Grantor has agreed to enter into this IP Security Agreement in favor of Grantee;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Definitions.

(a) Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Security Agreement.

(b) Uniform Commercial Code. Unless otherwise defined in this IP Security Agreement or in the Security Agreement, terms used in Article 9 of the UCC as in effect in the State of New York, United States of America (the "N. Y. UCC"), are used in this IP Security Agreement as defined in the N.Y. UCC.

SECTION 2. Grant of Security. The Grantor hereby assigns and pledges to the Grantee, and hereby grants to the Grantee a security interest in, all of the Grantor's right, title and interest in and to the following, whether now-owned or existing or hereafter arising or acquired and wheresoever located (collectively, the "IP Collateral"):

(a) trademarks, trademark registrations, trade names and trademark applications for any of the foregoing in the United States Patent and Trademark Office or in any other office or with any other official anywhere in the world or which are used in the United States or any state, territory or possession thereof, or in any other place, nation or jurisdiction anywhere in the

world, including, without limitation, the trademarks, trademark registrations, service marks, service mark registrations and applications listed on Annex I, attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, and trademark registrations, trade names, service marks, service mark registration and applications, together with the items described in clauses (i) through (iv) in this subparagraph (a), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks");

(b) license agreements with any other party in connection with any Trademarks or such other party's trademarks or trademark applications, whether the Grantor is a licensor or licensee under any such license agreement, including, but not limited to, the license agreements listed on Annex II attached hereto and made a part hereof (all of the foregoing being hereinafter referred to collectively as the "Licenses"); and

(c) the goodwill of the Grantor's business connected with and symbolized by the Trademarks.

SECTION 3. Security for Obligations. This IP Security Agreement secures the prompt and complete payment, observance and performance when due (whether at the stated maturity, by acceleration or otherwise) of all the Obligations.

SECTION 4. Grantor Remains Liable. Anything herein to the contrary notwithstanding, (a) the Grantor shall remain liable under the contracts and agreements relating to the IP Collateral, to perform all of its obligations thereunder to the same extent as if this IP Security Agreement had not been executed, (b) the exercise by Grantee of any rights hereunder shall not release any agreements which include, incorporate or reference the IP Collateral, and (c) Grantee shall not have any obligation under the contracts and agreements relating to the IP Collateral by reason of this IP Security Agreement, nor shall Grantee be obligated to perform any of the obligations of the Grantor thereunder or to take any action to collect or enforce any claim for payment in respect of any of the IP Collateral.

SECTION 5. Representations and Warranties. The Grantor hereby represents and warrants to the Grantee as follows:

(a) The Grantor has rights in and the power to transfer each item of the IP Collateral upon which it purports to grant a Lien hereunder, free and clear of any and all other Liens, except those created by the Security Agreement. No effective financing statement or other instrument similar in effect covering all or any part of the IP Collateral is on file or recorded in the United States Patent and Trademark Office or in any filing or recording office in any other jurisdiction, except those filed pursuant to the Security Agreement.

(b) This IP Security Agreement creates a valid security interest in the IP Collateral securing the payment of the Obligations. When (i) duly executed UCC

financing statements under the UCC as in effect in the State of Florida naming the Grantor as “debtor” and Grantee as “secured party” and covering the IP Collateral are duly filed, (ii) an executed copy of this IP Security Agreement, together with copies of any IP Supplements (to the extent such IP Supplements have been delivered to the Grantor by the Grantee), are filed and recorded with the U.S. Patent and Trademark Office, (iii) the duly executed trademark or service mark applications relating to each applicable Trademark, setting forth Grantor as applicant or duly issued trademark or service mark registrations relating to each applicable Trademark have issued, have been recorded in the U.S. Patent and Trademark Office, (iv) all fees with respect to such filings have been paid and (v) all deposit requirements in connection with such filings (including the execution and delivery of any ancillary agreements or documents required by the U.S. Patent and Trademark Office) have been satisfied, the security interest in the IP Collateral described in Section 2 granted by the Grantor under this IP Security Agreement will be perfected under the laws of the United States.

SECTION 6. Further Assurances.

(a) The Grantor agrees that from time to time, at its expense, it shall promptly execute and deliver all further instruments and documents, and take all further action that Grantee may reasonably request and that are reasonably necessary in order to perfect or protect any security interest granted or purported to be granted hereby or to enable Grantee or any other indemnified party to exercise or enforce its rights and remedies hereunder or under the Security Agreement with respect to any IP Collateral.

(b) To the extent permitted by law, the Grantor hereby authorizes Grantee to file one or more financing or continuation statements, and amendments thereto and assignments thereof, relating to all or any part of the Trademarks now existing or hereafter arising as is reasonably necessary to perfect the security interests granted under this IP Security Agreement without the signature of the Grantor, and Grantee shall, promptly upon the filing thereof, deliver to the Grantor a copy of each such financing or continuation statement or amendment or assignment. To the extent permitted by law, a carbon, photographic or other reproduction of this IP Security Agreement or any financing statement covering the Trademarks, or any part thereof, shall be sufficient as a financing statement.

(c) If the Grantor fails to perform any agreement contained herein, Grantee may perform, or cause performance of, such agreement, and the reasonable expenses of Grantee incurred in connection therewith shall be payable by the Grantor.

SECTION 2. Grantee’s Duties. The powers conferred on Grantee hereunder are solely to protect its interest in the IP Collateral and shall not impose any duty upon it to exercise any such powers. Except for refraining from any act or omission which would constitute gross negligence or willful misconduct with respect to any of the IP Collateral which it may have in its possession, Grantee shall have no duty as to any IP Collateral or as to the taking of any necessary steps to preserve rights against parties or any other rights pertaining to any IP Collateral; provided, however, that the Grantee shall accord any IP Collateral in its possession treatment substantially equivalent to that which the Grantee accords its own property.

SECTION 3. Remedies. In addition to all other rights and remedies granted to it under the Security Agreement, the Purchase Agreement, the other Transaction Documents and under any other instrument or agreement securing, evidencing or relating to any of the Obligations, if an Event of Default shall have occurred and be continuing, the Grantee may exercise all rights and remedies of a secured party under the Code. Without limiting the generality of the foregoing, the Grantor expressly agrees that in any such event the Grantee may exercise with respect to the IP collateral any or all of its rights under Section 7 of the Security Agreement.

SECTION 4. Amendments, Waivers, Etc. No amendment or waiver of any provision of this IP Security Agreement, and no consent to any departure by the Grantor or Grantee herefrom, shall in any event be effective unless the same shall be in writing and signed by the Grantor and the Grantee. No failure on the part of Grantee to exercise, and no delay in exercising any right hereunder, shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right. This IP Security Agreement, together with the other Transaction Documents, contains a final and complete integration of all prior expressions by the parties hereto with respect to the subject matter hereof and shall constitute the entire agreement among the parties hereto with respect to the subject matter hereof, superseding all prior oral or written understandings.

SECTION 5. 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 by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this IP 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 Purchase Agreement.

SECTION 6. Continuing Security Interest; Assignments. This IP Security Agreement shall create a continuing security interest in the IP Collateral and shall (a) remain in full force and effect until the termination of the Security Agreement in accordance with Section 14 thereof, (b) be binding upon the Grantor, its successors and permitted assigns and (c) inure, together with the rights and remedies of Grantee hereunder, to the benefit of, and be enforceable by, Grantee and its successors, transferees and assigns. Upon any such termination, Grantee will, at the Grantor's sole expense, promptly execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such termination. This IP Security Agreement and all obligations of the Grantor hereunder shall be binding upon the successors and assigns of the Grantor (including any debtor-in-possession on behalf of the Grantor) and shall, together with the rights and remedies of the Grantee hereunder, inure to the benefit of the Grantee, all future holders of any instrument evidencing any of the Obligations and their respective successors and assigns. No sales of participations, other sales, assignments, transfers or other dispositions of any agreement governing or instrument evidencing the Obligations or any portion thereof or interest therein shall in any manner affect the Lien granted to the Grantee hereunder. The Grantor shall not assign, sell, hypothecate or otherwise transfer any interest in or obligation under this IP Security Agreement.

SECTION 7. Governing Law. This IP Security Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to principles of conflict of laws. The parties hereto hereby declare that it is their intention that this IP Security Agreement shall be regarded as made under the laws of the State of New York and that the laws of said State shall be applied in interpreting its provisions in all cases where legal interpretation shall be required. Each of the parties hereto hereby irrevocably and unconditionally agrees (a) to be subject to the jurisdiction of the courts of the State of New York and of the federal courts sitting in the City of New York, State of New York, and (b) (1) to the extent such party is not otherwise subject to service of process in the State of New York, to appoint and maintain an agent in the State of New York as such party's agent for acceptance of legal process, and (2) that, to the fullest extent permitted by applicable law, service of process may also be made on such party by prepaid certified mail with a proof of mailing receipt validated by the United States Postal Service constituting evidence of valid service, and that service made pursuant to (b) (1) or (2) above shall, to the fullest extent permitted by applicable law, have the same legal force and effect as if served upon such party personally within the State of New York.

SECTION 8. Execution in Counterparts; Severability. This IP Security Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this IP Security Agreement by telefacsimile shall constitute delivery of a manually executed counterpart of this IP Security Agreement. In case any provision in or Obligation under this IP Security Agreement should be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or Obligations, or of such provision or Obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

SECTION 9. No Strict Construction. The parties hereto have participated jointly in the negotiation and drafting of this IP Security Agreement. In the event an ambiguity or question of intent or interpretation arises, this IP Security Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this IP Security Agreement.

SECTION 10. Termination. This IP Security Agreement is made for collateral purposes only. Upon payment in full of the Obligations and termination of the Purchase Agreement, the Grantee shall, at the Grantor's sole cost and expense, execute and deliver to the Grantor all termination statements, releases or other instruments as may be necessary or proper to re-vest in the Grantor (without recourse to or warranty by the Grantee) full title to the IP Collateral granted hereby, subject to any disposition thereof which may have been made by the Grantee pursuant hereto or pursuant to the Security Agreement.

SECTION 11. Headings. The headings in the Sections and clauses of this IP Security Agreement for convenience of reference only and shall not limit or otherwise affect any of the terms hereof.

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

ADAM SANDOW



Agreed and Accepted as of the date first written above:

THE 1818 SBIC FUND, L.P.

By: _____
Name:
Title:

[IP SECURITY AGREEMENT WITH A.SANDOW]

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

ADAM SANDOW

Agreed and Accepted as of the
date first written above:

THE 1818 SBIC FUND, L.P.

By: 

Name: Eric C. Andren

Title: Senior Vice President

[IP SECURITY AGREEMENT WITH A.SANDOW]

TRADEMARK
REEL: 003352 FRAME: 0676

ANNEX I

Grantor's Trademarks

<u>Trademark Name</u>	<u>Registration Number</u>	<u>Date of Registration</u>
NewBeauty ®	US Trademark/Service Mark: 2,981,523	August 2, 2005
NewBeauty	US Service Mark: 78/713752	September 15, 2005
Spa Chocolate	US Trademark: 3,065,171	March 7, 2006
Beauty Pass	US Service Mark: 78/713779	September 15, 2005
Test Tube	US Trademark: 78/713722	September 15, 2005
NewBeauty Anti-Aging	US Trademark: 78/804801	February 1, 2006

[ANNEX I TO IP SECURITY AGREEMENT WITH A. SANDOW]

ANNEX II

Grantor's License Agreements

Sammane Licensing Group, LLC, entered into a trademark license agreement with Bissinger's Inc. dated August 1, 2004, for the licensing of the trademark "Spa Chocolates".

[ANNEX II TO IP SECURITY AGREEMENT WITH A.SANDOW]