

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST GRANT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Innovative Brands, LLC		09/25/2006	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	S.A.C. Domestic Investments, LP, as agent		
Street Address:	72 Cummings Point Road		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06902		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	1189689	PERT	
Registration Number:	0739170	PERT	
Registration Number:	2363289	WASHING HAIR AND CHANGING MINDS	
Registration Number:	1574237	PERT PLUS	
Registration Number:	2760413	PERT PLUS FRESH	
Registration Number:	1027163	SURE	
Registration Number:	0713279	SURE	
Registration Number:	2418345	SURE ADVANTAGE	
CORRESPONDENCE DATA			
Fax Number:	(212)593-5955		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	212-756-2388		
Email:	daniel.angel@srz.com		
Correspondent Name:	Daniel Angel, Esq.		

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TRADEMARK
REEL: 003397 FRAME: 0353

Address Line 1:	919 Third Avenue
Address Line 4:	New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	064510.0047
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NAME OF SUBMITTER:	Daniel Angel, Esq. (064510.0047)
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Signature:	/kc for da/
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Date:	09/26/2006
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SECURITY INTEREST GRANT
TRADEMARKS

WHEREAS, Innovative Brands, LLC, a Delaware limited liability company (the "Grantor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Security Agreement, dated September 25, 2006 (as amended, restated, supplemented or otherwise modified as replaced from time to time, the "Security Agreement"), in favor of S.A.C. Domestic Investments, LP, a Delaware limited partnership, as Agent for certain Lenders (in such capacity, together with any successors and assigns, the "Grantee");

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Lenders, a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "IP Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Grantee for the benefit of the Agent and the Lenders (as such terms are defined in the Security Agreement), a continuing security interest in the IP Collateral to secure the prompt payment, performance and observance of the Obligations.

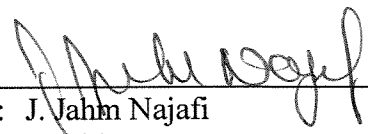
The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Grantor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of September 15, 2006.

INNOVATIVE BRANDS, LLC,

By: INNOVATIVE BRANDS HOLDINGS, LLC,
its Member,

By: THE NAJAFI CAPITAL GROUP, INC.,
its Manager

By: 
Name: J. Jahn Najafi
Title: President

STATE OF ARIZONA

SS.:

COUNTY OF MARICOPA

On this 22 day of September 2006, before me personally came J. Jahm Najafi, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the President of The Najafi Capital Group, Inc., an Arizona corporation, and that he executed the foregoing instrument on behalf of the Manager of the Member of Innovative Brands, LLC, and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

Peggy L Kennedy



SCHEDULE 1A TO ASSIGNMENT FOR SECURITY

1. Pert trademark applications and registrations

Owner	Country	Mark	Registration No.	Registration Date
Innovative Brands, LLC	United States of America	PERT	1,189,689	February 16, 1982
Innovative Brands, LLC	United States of America	PERT	739,170	October 9, 1962
Innovative Brands, LLC	United States of America	PERT (Slogan 98)	2,363,289	June 27, 2000
Innovative Brands, LLC	United States of America	PERT PLUS	1,574,237	January 2, 1990
Innovative Brands, LLC	United States of America	PERT PLUS FRESH	2,760,413	September 2, 2003

2. Sure trademark applications and registrations

Owner	Country	Mark	Registration No.	Registration Date
Innovative Brands, LLC	United States of America	SURE	1027163	12/16/1975
Innovative Brands, LLC	United States of America	SURE	0713279	03/28/1961
Innovative Brands, LLC	United States of America	SURE ADVANTAGE	2418345	1/2/2001