

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Levlad, LLC		03/08/2007	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Canadian Imperial Bank of Commerce, as Collateral Agent for Canadian Imperial Bank of Commerce, as administrative agent
<b>Street Address:</b>	300 Madison 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 its New York agent: CANADA

**PROPERTY NUMBERS Total: 44**

Property Type	Number	Word Mark
Registration Number:	1166898	NATURE'S GATE
Registration Number:	1980339	SPRINGBROOK
Registration Number:	1289681	ALOEGEN
Registration Number:	1246795	LIP SERVICE
Registration Number:	1744210	PETAL FRESH
Registration Number:	1811785	BATH MOODS
Registration Number:	1929299	NO ANIMAL TESTING
Registration Number:	1997582	SILLY VANILLY
Registration Number:	2014565	FOREST PURE
Registration Number:	2179434	FACIAL POLISH
Registration Number:	2473839	DEODORMINT
Registration Number:	2232954	AQUABLOCK
Registration Number:	2352651	DAILY SKIN CARE THAT CARES

OP \$1115.00 1166898

Registration Number:	2500672	SAVE FACE
Registration Number:	2743235	NATURE'S GATE ORGANICS
Registration Number:	3002192	ORGANIC THERAPY
Registration Number:	2893961	ORGANIC SPA COLLECTION
Registration Number:	3098660	HAVE A VINE DAY
Registration Number:	3085964	OH WHAT A NIGHT
Registration Number:	3085963	LIGHT SWITCH
Registration Number:	3085962	C FOR YOURSELF
Registration Number:	3170056	IN THE BEGINNING
Registration Number:	3178540	REPLENIPLEX
Registration Number:	3172505	NATURAL RESULTS
Registration Number:	3102332	NATURE'S GATE ORGANIC THERAPY
Registration Number:	3022644	SAVE FACE
Serial Number:	76586325	NATURE'S GATE ORGANICS FRUIT BLEND
Serial Number:	78648101	TONE BACK THE CLOCK
Serial Number:	78785676	SICURO
Serial Number:	78797187	STRANDING FIRM
Serial Number:	78796400	STRAIGHTEN UP AND LIE RIGHT
Serial Number:	78797152	FOREVER AND A SPRAY
Serial Number:	78797145	IN LIVING COLOR
Serial Number:	78797136	STAYIN' ALIVE
Serial Number:	78788403	HOLD THAT POSE
Serial Number:	78785620	PRESENTO
Serial Number:	78785502	LABRINTO
Serial Number:	78781181	IT'S SUNBEATABLE
Serial Number:	78781135	HAPPY GLOW LUCKY
Serial Number:	78781125	UPPER TANAGEMENT
Serial Number:	78781116	BE SOLECTIVE
Serial Number:	78781096	SUNDERCOVER
Serial Number:	76653614	NATURE'S GATE ORGANICS ADVANCED CARE
Registration Number:	3098659	FORGET YOUR LINES

**CORRESPONDENCE DATA**

Fax Number: (312)993-9767

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

**TRADEMARK**  
**REEL: 003498 FRAME: 0087**

Phone: 312-993-2622  
Email: gayle.grocke@lw.com  
Correspondent Name: Gayle D. Grocke c/o Latham & Watkins LLP  
Address Line 1: 233 S. Wacker Drive  
Address Line 2: Suite 5800  
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	038265-0039
NAME OF SUBMITTER:	Gayle D. Grocke
Signature:	/gdg/
Date:	03/13/2007

**Total Attachments: 7**

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## GRANT OF SECURITY INTEREST IN U.S. TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN U.S. TRADEMARK RIGHTS, dated as of March 8, 2007 (as amended, supplemented or otherwise modified from time to time, this "Agreement"), is made by LEVLAD, LLC, a Delaware limited liability company ("Grantor"), in favor of CANADIAN IMPERIAL BANK OF COMMERCE, as 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 Credit Agreement, dated as of March 8, 2007 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among LEVLAD INTERMEDIATE HOLDCO, INC., a Delaware corporation, ARBONNE INTERMEDIATE HOLDCO, INC., a Delaware corporation, ARBONNE INTERNATIONAL, LLC, a Delaware limited liability company ("Arbonne") and Grantor (together with Levlad, the "Borrowers"), the Lenders, the Co-Documentation Agents and Syndication Agent named therein, the Agent and the Administrative Agent.

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

WHEREAS, in connection with the Credit Agreement, the Borrowers executed and delivered a Guarantee and Collateral Agreement, dated as of March 8, 2007 (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), in favor of the Agent for the benefit of the Secured Parties and the Administrative Agent;

WHEREAS, under the terms of the Guarantee and Collateral Agreement, Grantor has granted a security interest in certain Collateral, including, without limitation, certain Intellectual Property, of Grantor to the Agent for the benefit of the Secured Parties and the Administrative Agent, and has agreed as a condition thereof to execute this Agreement for recording with the United States Patent and Trademark Office;

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

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make extensions of credit to the Borrowers pursuant to the Credit Agreement, Grantor hereby agrees, for the benefit of the Secured Parties and the Administrative Agent, as follows:

SECTION 1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Guarantee and Collateral Agreement, and, if not therein defined, in the Credit Agreement.

SECTION 2. (1) GRANT OF SECURITY INTEREST. Grantor hereby pledges and grants to the Agent, for the benefit of the Secured Parties and the Administrative Agent, a security interest in and continuing lien on all of Grantor's right, title and interest in, to and under the under the following, whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral"):

(a) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and

recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to in Schedule I hereto), and (ii) the right to obtain all renewals thereof;

(b) any and all agreements granting any right in, to or under Trademarks to which Grantor is a party (whether such Grantor is licensee or licensor thereunder);

(c) all renewals of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License;

(e) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill; and

(f) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

(2) LIMITED EXCLUSIONS. Notwithstanding anything herein to the contrary, this Agreement shall not constitute a grant of a security interest in any property to the extent that and for as long as such grant of a security interest (A) is prohibited by any Requirement of Law, (B) requires a filing with or consent from any Governmental Authority pursuant to any Requirement of Law that has not been made or obtained, or (C) constitutes a breach or default under or results in the termination of, or requires any consent not obtained under, any lease, license or agreement, except to the extent that such Requirement of Law or provisions of any such lease, license or agreement is ineffective under applicable law or would be ineffective under Sections 9-406, 9-407, 9-408 or 9-409 of the New York UCC to prevent the attachment of the security interest granted hereunder; and (ii) the security interest granted hereby (A) shall attach at all times to all Proceeds of such property, (B) shall attach to such property immediately and automatically (without need for any further grant or act) at such time as the condition described in clause (i) ceases to exist and (C) to the extent severable shall in any event attach to all rights in respect of such property that are not subject to the condition described in clause (i).

SECTION 3. GUARANTEE AND COLLATERAL AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Agent, for the benefit of the Secured Parties and the Administrative Agent, pursuant to the Guarantee and Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.


SECTION 4. APPLICABLE LAW. This Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York, without regard to its conflicts of law provisions (other than Section 5-1401 and Section 5-1402 of the New York General Obligation Laws).

SECTION 5. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

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

**LEVLAB, LLC**

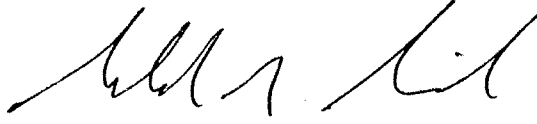
By:   
Name: **MARK I. LEHMAN**  
Title: **CHIEF FINANCIAL OFFICER**

[Signature Page to Trademark Security Agreement (Levlad)]

Accepted and Agreed:

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

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



Name:

**Gerald Girardi**

Title:

**Canadian Imperial Bank of Commerce  
Authorized Signatory**

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

Name:

Title:

[Signature Page to Trademark Security Agreement (Levlad)]

**TRADEMARK**  
**REEL: 003498 FRAME: 0093**



SCHEDULE I  
to  
GRANT OF SECURITY INTEREST IN U.S. TRADEMARK RIGHTS

Serial Number	Reg. No.	Mark
73/208710	1166898	Nature's Gate and Design
74/372305	1980339	Springbrook
73/388661	1289681	Aloegen
73/291400	1246795	Lip Service
74/220578	1744210	Petal Fresh
74/371130	1811785	Bath Moods
74/515622	1929299	No Animal Testing and Design
74/610759	1997582	Silly Vanilly
74/695589	2014565	Forest Pure
75/212413	2179434	Facial Polish
75/212412	2473839	Deodormint
75/334309	2232954	AquaBlock
75/507999	2352651	Daily Skin Care That Cares
75/535882	2500672	Save Face & Design
76/185454	2743235	Nature's Gate Organics
76/185455	3002192	Organic Therapy
76/511726	2893961	Organic Spa Collection
76/586325		Nature's Gate Organics Fruit Blend
76/606355	3098660	Have a Vine Day
76/606350	3908659	Forget Your Lines
76/607210	3085964	Oh What a Night
76/607209	3085963	Light Switch
76/607207	3085962	C For Yourself
78/648101		Tone Back the Clock
78/648119	3170056	In the Beginning
78/670860	3178540	Repleniplex
78/670637	3172505	Natural Results
78/785676		Sicuro
78/797187		Stranding Firm
78/796400		Straighten Up and Lie Right
78/797152		Forever and a Spray
78/797145		In Living Color
78/797136		Stayin' Alive
78/788403		Hold that Pose
78/785620		Presento
78/785502		Labrinto
78/781181		It's Sunbeatable
78/781135		Happy Glow Lucky

<b>Serial Number</b>	<b>Reg. No.</b>	<b>Mark</b>
78/781125		Upper Tanagement
78/781116		Be Solective
78/781096		Sundercover
78/976772	3102332	Nature's Gate Organic Therapy
76/653614		Nature's Gate Organics Advanced Care
76/608078	3022644	Save Face