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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

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

RECEIVING PARTY DATA

Name:	Canadian Imperial Bank of Commerce, as Collateral Agent for Canadian Imperial Bank of Commerce, as administrative agent
Street Address:	300 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Canadian Chartered Bank acting through its New York agent: CANADA

PROPERTY NUMBERS Total: 48

Property Type	Number	Word Mark
Registration Number:	3145306	AIRD
Registration Number:	3159918	ARBONNE
Registration Number:	1951526	ARBONNE BIO-NUTRIA
Registration Number:	3159813	ARBONNE INTERNATIONAL
Registration Number:	3136995	ARBONNE NOW
Registration Number:	2096008	ARBONNE SKIN FITNESS
Registration Number:	3173837	ARBONNE SMART NUTRITIONAL HYBRIDS
Registration Number:	1770981	ARBONNE
Registration Number:	1773986	BIO-HYDRIA
Registration Number:	1976702	BIO-MATTE
Registration Number:	2992396	BIO-NUTRIA
Registration Number:	2991755	FIGURE EIGHT WEIGHT LOSS PROGRAM 8
Registration Number:	2594925	INNER G-PLEX

OP S1215.00 3145306

Registration Number:	3204563	MANDARIN CASHMERE
Registration Number:	2346124	NUTRIMINC
Registration Number:	2100274	POC
Registration Number:	2098295	PUR ACTIVES
Registration Number:	2982066	RE9
Registration Number:	2860312	TRIPLE SHIELD ECHINACEA
Serial Number:	78936436	ABOUT FACE LINE DEFIANCE
Serial Number:	78921725	ARBONNE = RESULTADOS
Serial Number:	78921724	ARBONNE = RESULTS
Serial Number:	78921717	ARBONNE AROMASSENTIALS
Serial Number:	78774566	ARBONNE INTELLIGENCE...NOT SO BASIC HAIR CARE
Serial Number:	78652826	ARBONNE INTELLIGENCE...NOT SO BASIC SKIN CARE
Serial Number:	78570101	ARBONNE LEARN & BURN
Serial Number:	78869753	ARBONNE MEN'S GENDER SPECIFIC BLEND
Serial Number:	78869781	ARBONNE WOMEN'S GENDER SPECIFIC BLEND
Serial Number:	78935003	ARBONNE
Serial Number:	77050613	BODYBETTER
Serial Number:	78869808	CRITI-CALCIUM BLEND
Serial Number:	77098246	DPRT-S2
Serial Number:	77085038	DPRT
Serial Number:	78869732	ESSENTIAL ENZYME BLEND
Serial Number:	77050608	EYEQ
Serial Number:	78955596	F.Y.I. ARBONNE
Serial Number:	78734882	FIGURE EIGHT 8 VANISH
Serial Number:	77055796	GETEVEN
Serial Number:	78945832	GINGER CITRUS
Serial Number:	77055785	ITSHINES
Serial Number:	78887789	LUXURIOUS ALMOND
Serial Number:	78516071	NUTRIMENC
Serial Number:	78945839	PAMPERMINT
Serial Number:	77050610	PERSONALSPACE
Serial Number:	78679006	PREP & PLUMP
Serial Number:	78961203	PURE, SAFE, BENEFICIAL
Serial Number:	78931667	SKY FOR MEN
Serial Number:	77050612	WASH&WEAR

TO: GAYLE D. GROCKE C/O LATHAM & WATKINS LLP COMPANY: 233 S. WACKER DRIVE

CORRESPONDENCE DATA

Fax Number: (312)993-9767
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 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:	038285-0039
NAME OF SUBMITTER:	Gayle D. Grocke
Signature:	/gdg/
Date:	03/14/2007

Total Attachments: 7

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TO: GAYLE D. GROCKE C/O LATHAM & WATKINS LLP COMPANY: 233 S. WACKER DRIVE

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

Mark	Status	Reg/App No.	Reg/App Date
Aird™	Registered	3145306	9/19/2006
About Face Line Defiance™	Application	78/936,436	7/24/2006
Arbonne	Registered	3159918	10/17/2006
Arbonne = Resultados™	Application	78/921,725	7/2/2006
Arbonne = Results™	Application	78/921,724	7/2/2006
Arbonne Aromassentials™	Application	78/921,717	7/2/2006
Arbonne Bio-Nutria®	Registered	1,951,526	1/23/1996
Arbonne Intelligence-Not So Basic Hair Care™	Application	78/774,566	12/15/2005
Arbonne Intelligence-Not So Basic Skin Care™	Application	78/652,826	6/17/2005
Arbonne International™	Registered	3159813	10/17/2006
Arbonne Learn & Burn™	Application	78/570,101	2/17/2005
Arbonne Men's Gender Specific Blend™	Application	78/869,753	4/26/2006
Arbonne Now™	Registered	3136995	8/29/2006
Arbonne Skin Fitness®	Registered	2,096,008	9/9/1997
Arbonne Smart Nutritional Hybrids™	Registered	3173837	11/21/2006
Arbonne Women's Gender Specific Blend™	Application	78/869,781	4/26/2006
Arbonne, CI 35™	Application	78/935,003	7/24/2006
Arbonne®	Registered	1,770,981	5/18/1993
Bio-Hydria®	Registered	1,773,986	6/1/1993
Bio-Matte®	Registered	1,976,702	5/28/1996
Bio-Nutria®	Registered	2,992,396	9/6/2005
BodyBetter™	Application	77/050,613	11/25/2006
Criti-Calcium Blend™	Application	78/869,808	4/26/2006
DPRT-S2™	Application	77/098,246	2/2/2007
DPRT™	Application	77/085,038	1/17/2007
Essential Enzyme Blend™	Application	78/869,732	4/26/2006
EyeQ™	Application	77/050,608	11/25/2006
f.y.i. Arbonne™	Application	78/955,596	8/18/2006
Figure Eight Vanish & Design™	Application	78/734,882	9/23/2005
Figure Eight Weight Loss Program 8 & Design®	Registered	2,991,755	9/6/2005
GetEven™	Application	77/055,796	12/1/2006
Ginger Citrus™	Application	78/945,832	8/5/2006
Inner G-Plex®	Registered	2,594,925	7/16/2002
ItShines™	Application	77/055,785	12/1/2006
Luxurious Almond™	Application	78/887,789	5/19/2006

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TO: GAYLE D. GROCKE C/O LATHAM & WATKINS LLP COMPANY: 233 S. WACKER DRIVE

Mandarin Cashmere™	Registered	3204563	5/16/2005
NutrimenCTM	Application	78/516,071	11/12/2004
NutriminC®	Registered	2,346,124	4/25/2000
Pampermint™	Application	78/945,839	8/5/2006
PersonalSpace™	Application	77/050,610	11/25/2006
POC®	Registered	2,100,274	9/23/1997
Prep & Plump™	Application	78/679,006	7/26/2005
Pur Actives®	Registered	2,098,295	9/16/1997
Pure, Safe, Beneficial™	Application	78/961,203	8/26/2006
Rc9®	Registered	2,982,066	8/2/2005
Sky for Men™	Application	78/931,667	7/18/2006
Triple Shield Echinacea®	Registered	2,860,312	7/6/2004
Wash&Wear™	Application	77/050,612	11/25/2006

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TO: GAYLE D. GROCKE C/O LATHAM & WATKINS LLP COMPANY: 233 S. WACKER DRIVE

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 ARBONNE INTERNATIONAL, 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, LEVLAD, LLC, a Delaware limited liability company ("Levlad") 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

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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).

TO:GAYLE D. GROCKE C/O LATHAM & WATKINS LLP COMPANY:233 S. WACKER DRIVE

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.

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FROM

TRADEMARK
REEL: 003512 FRAME: 0150

TO: GAYLE D. GROCKE C/O LATHAM & WATKINS LLP COMPANY: 233 S. WACKER DRIVE

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.

ARBONNE INTERNATIONAL, LLC

By: Mark I. Letman
Name: MARK I. LETMAN
Title: CHIEF FINANCIAL OFFICER

[Signature Page to Trademark Security Agreement (Arbonne)]

TO:GAYLE D. GROCKE C/O LATHAM & WATKINS LLP COMPANY:233 S. WACKER DRIVE

Accepted and Agreed:

CANADIAN IMPERIAL BANK OF COMMERCE,
as Collateral Agent

By: 
Name: Gerardo Girardi
Title: Canadian Imperial Bank of Commerce
Authorized Signatory

By: _____
Name:
Title:

[Signature Page to Trademark Security Agreement (Arbonne)]