

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|------------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Trademark Security Agreement (Second Lien) |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|------------------|----------|----------------|----------------------|
| Philosophy, Inc. | | 03/16/2007 | CORPORATION: ARIZONA |

RECEIVING PARTY DATA

| | |
|--------------------------|---|
| Name: | Wachovia Bank, National Association |
| Street Address: | 201 South College St. |
| Internal Address: | 8th Floor |
| City: | Charlotte |
| State/Country: | NORTH CAROLINA |
| Postal Code: | 28288-0680 |
| Entity Type: | National Banking Association: UNITED STATES |

PROPERTY NUMBERS Total: 13

| Property Type | Number | Word Mark |
|----------------|----------|------------------|
| Serial Number: | 78778212 | THE BATHROOM |
| Serial Number: | 78778219 | THE BEDROOM |
| Serial Number: | 78778245 | THE BORED ROOM |
| Serial Number: | 78778189 | THE CLASS ROOM |
| Serial Number: | 78778016 | THE FAMILY ROOM |
| Serial Number: | 78778163 | THE GREEN ROOM |
| Serial Number: | 78778250 | THE LAUNDRY ROOM |
| Serial Number: | 78778026 | THE LIVING ROOM |
| Serial Number: | 78778155 | THE PLAY ROOM |
| Serial Number: | 78778230 | THE POOL ROOM |
| Serial Number: | 78778177 | THE SHOW ROOM |
| Serial Number: | 78795569 | TANGERINE MILK |
| Serial Number: | 78778199 | THE WAITING ROOM |

OP \$340.00 78778212

CORRESPONDENCE DATA

Fax Number: (704)353-3698
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 704 331 5792
Email: dmillard@kennedycovington.com
Correspondent Name: Karl S. Sawyer, Jr.
Address Line 1: 214 N Tryon St., Hearst Tower, 47th Fl.
Address Line 2: Kennedy Covington Lobdell & Hickman, LLP
Address Line 4: Charlotte, NORTH CAROLINA 28202

| | |
|-------------------------|---------------------------|
| ATTORNEY DOCKET NUMBER: | 13567.154 PHILOSOPHY, INC |
| NAME OF SUBMITTER: | Karl S. Sawyer, Jr. |
| Signature: | /Karl S. Sawyer, Jr./ |
| Date: | 04/11/2007 |

Total Attachments: 5
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**TRADEMARK SECURITY AGREEMENT
(SECOND LIEN)**

Trademark Security Agreement (this "Agreement") dated as of March 16, 2007 by and between PHILOSOPHY, INC., an Arizona corporation (the "Grantor"), having its chief executive office at 3809 E. Watkins Street, Phoenix, Arizona 85034 and WACHOVIA BANK, NATIONAL ASSOCIATION, as Collateral Agent (the "Collateral Agent"), with offices at 201 South College Street, 8th Floor, Charlotte, North Carolina 28288-0680, for the ratable benefit of the Secured Parties.

This Agreement is executed pursuant to the terms of (a) the Second Lien Credit Agreement dated as of March 16, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among Philosophy Mezzanine Corp., a Delaware corporation, Biotech Acquisition Sub, Inc., a Delaware corporation (which name will be changed to BioTech Research Labs, Inc. on the Closing Date), Philosophy Merger Sub, Inc., an Arizona corporation, Philosophy, Inc., an Arizona corporation, OCM Mezzanine Fund II Holdings, L.P., as initial lender and administrative agent (the "Administrative Agent") and the several banks and other financial institutions or entities from time to time parties thereto, as lenders and (b) the Second Lien Guarantee and Collateral Agreement dated as of March 16, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement") executed by the Loan Parties in favor of the Collateral Agent, for the ratable benefit of the Secured Parties. Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Credit Agreement or the Guarantee and Collateral Agreement, as applicable.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

- (i) all Trademarks and all of the goodwill associated therewith (excluding trademark applications for which the Grantor has not filed under any Requirement of Law a verified statement of use), including, without limitation, each Trademark listed on Schedule A;
- (ii) each Trademark License, including, without limitation, each Trademark License listed on Schedule B;
- (iii) all rights to sue at law or in equity for any past, present or future infringement or impairment of any Trademark, including, without limitation, any Trademark listed on Schedule A or under any Trademark licensed under any Trademark License including, without limitation, any Trademark License listed on Schedule B; and
- (iv) all proceeds and damages of the foregoing.

The rights and remedies of the Collateral Agent with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Guarantee and Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the 13th day of March, 2007.

PHILOSOPHY, INC., as Grantor

By: [Signature]
Name: Mark Harshbarger
Title: COO / CFO

ACKNOWLEDGMENT

STATE OF Arizona
COUNTY OF Maricopa

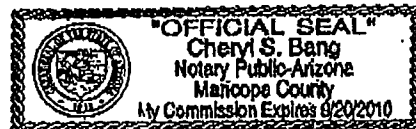
I, Cheryl S. Bang, a Notary Public for said County and State, do hereby certify that Mark Harshbarger personally appeared before me this day and stated that (s)he is COO / CFO of Philosophy, Inc. and acknowledged, on behalf of Philosophy, Inc. the due execution of the foregoing instrument.

Witness my hand and official seal, this 13th day of March, 2007.

Cheryl S. Bang
Notary Public

My commission expires:

9/20/2010



[Signature Pages Continue]

[Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 003520 FRAME: 0296

Agreed and Accepted as of the 16th day of
March, 2007.

WACHOVIA BANK, NATIONAL ASSOCIATION,
as Collateral Agent

By: Ronald F. Bentien, Jr.
Name: Ronald F. Bentien, Jr.
Title: Director

**Schedule A to Trademark Security Agreement
Trademarks**

| Pending Marks – United States Owner: philosophy, inc. | |
|--|-----------------------------|
| Mark | Filing Date / SN |
| The Bathroom | 12/21/05 78/778212 |
| The Bedroom | 12/21/05 78/778219 |
| The Bored Room | 12/21/05 78/778245 |
| The Class Room | 12/21/05 78/778189 |
| The Family Room | 12/21/05 78/778016 |
| The Green Room | 12/21/05 78/778163 |
| The Laundry Room | 12/21/05 78/778250 |
| The Living Room | 12/21/05 78/778026 |
| The Play Room | 12/21/05 78/778155 |
| The Pool Room | 12/21/05 78/778230 |
| The Show Room | 12/21/05 78/778177 |
| Tangerine Milk | 1/20/06 78/795569 |
| The Waiting Room | 12/21/05 78/778199 |

Schedule B to Trademark Security Agreement

LICENSED TRADEMARKS – United States

| Word Mark | Serial # | Filing Date |
|------------------|-----------|-------------|
| The Art of Grace | 78/529690 | 12/9/2004 |
| The Art of Grace | 78/529696 | 12/9/2004 |
| The Art of Grace | 78/942884 | 8/2/2006 |
| The Art of Grace | 78/529702 | 12/9/2004 |
| The Art of Grace | 78/594025 | 3/24/2005 |