

**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
Product Quest Manufacturing, LLC		04/18/2007	LIMITED LIABILITY COMPANY: FLORIDA

**RECEIVING PARTY DATA**

<b>Name:</b>	Wachovia Bank, National Association
<b>Street Address:</b>	5080 Spectrum Drive, TX5690
<b>City:</b>	Addison
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75001
<b>Entity Type:</b>	Agent:

**PROPERTY NUMBERS Total: 30**

Property Type	Number	Word Mark
Registration Number:	2399978	VERACAINE
Registration Number:	2751846	EQUESTRIAN
Registration Number:	2581978	CARIBBEAN PIRATES
Registration Number:	2582026	CARIBBEAN BLUE
Registration Number:	2837012	CLEAR EFFECTS
Registration Number:	2746578	SWIMMER'S AID
Registration Number:	3163863	DAILY FROST
Registration Number:	3068042	NUPEPTIN
Registration Number:	3146939	GLYLOXANE
Registration Number:	3214513	BODY GLOW
Serial Number:	78681395	SKIN SELECTS
Serial Number:	76644075	SKIN SELECTS
Serial Number:	78703079	SUMMER GLOW

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Serial Number:	76646022	SANSAGE
Serial Number:	76646952	SENSUAL LIPS
Serial Number:	78724014	SENSUAL LIPS
Serial Number:	78728915	SKIN SELECTS BASIC
Serial Number:	78728922	SKIN SELECTS PREMIUM
Serial Number:	78767589	SKIN SELECTS SPA
Serial Number:	78784786	INSTANT KARMA
Serial Number:	78784781	KARMA NATURALS
Serial Number:	78784772	SKIN KARMA
Serial Number:	78856294	MEN'S SERIES
Serial Number:	78856300	SUMMER LOOK
Serial Number:	78856314	SUMMER LOOK FOR THE FACE
Serial Number:	76661172	CARIBBEAN BLUE
Serial Number:	76662837	GOLD PARADISE GOLD BODY SLIM
Serial Number:	77000249	BEAUTY IS MORE THAN SKIN DEEP
Serial Number:	76671383	LIFT ENHANCER
Serial Number:	77119546	MINERAL MATTERS

**CORRESPONDENCE DATA**

Fax Number: (804)344-7999  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 804-788-8523  
Email: HWRITM@hunton.com  
Correspondent Name: Edward T. White  
Address Line 1: 951 East Byrd Street  
Address Line 2: Riverfront Plaza, East Tower  
Address Line 4: Richmond, VIRGINIA 23219-4074

ATTORNEY DOCKET NUMBER:	56198.001013
NAME OF SUBMITTER:	Edward T. White
Signature:	/Edward T. White/
Date:	05/16/2007

Total Attachments: 5  
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## TRADEMARK SECURITY AGREEMENT

WHEREAS, PRODUCT QUEST MANUFACTURING, LLC, a Florida limited liability company ("Grantor"), owns the Trademarks (as defined in the Security Agreement), Trademark registrations and Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor, the lenders party thereto and Wachovia Bank, National Association, as agent ("Secured Party"), have entered into that certain Credit Agreement dated April 18, 2007, providing for extensions of credit to be made to Grantor by such lenders; and

WHEREAS, pursuant to the terms of the Security Agreement dated April 18, 2007 (as said Agreement may be amended and in effect from time to time, the "Security Agreement"), between Grantor and Secured Party, Grantor has granted to Secured Party a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks, Trademark registrations, Trademark applications and Trademark Licenses (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of all Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Secured Party a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;
- (2) each Trademark License and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License, including, without limitation, each Trademark License referred to in Schedule 1 annexed hereto; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark License, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License.

This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of April 18, 2007.

Acknowledged:

**GRANTOR:**

PRODUCT QUEST MANUFACTURING, LLC

By: 

Noel Strauss  
Vice President

**SECURED PARTY:**

WACHOVIA BANK, NATIONAL  
ASSOCIATION, as agent

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

Clint Bryant  
Vice President

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of April 18, 2007.

Acknowledged:

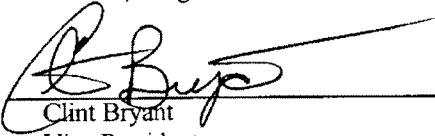
**GRANTOR:**

PRODUCT QUEST MANUFACTURING, LLC

By: \_\_\_\_\_  
Noel Strauss  
Vice President

**SECURED PARTY:**

WACHOVIA BANK, NATIONAL  
ASSOCIATION, as agent

By:  \_\_\_\_\_  
Clint Bryant  
Vice President

Schedule 1  
to Trademark  
Security Agreement

**Trademarks**

<u>TRADEMARK NAME</u>	<u>DATE FILED</u>	<u>REGISTRATION NUMBER</u>	<u>SERIAL NUMBER</u>
<i>Veracaine</i>	<i>November 1, 1999</i>	<i>2399978</i>	<i>75836648</i>
<i>Equestrian</i>	<i>June 18, 2001</i>	<i>2751846</i>	<i>76273124</i>
<i>Caribbean Pirates</i>	<i>July 26, 2001</i>	<i>2581978</i>	<i>76290231</i>
<i>Caribbean Blue (suntan)</i>	<i>August 9, 2001</i>	<i>2582026</i>	<i>76296409</i>
<i>Clear Effects</i>	<i>June 4, 2002</i>	<i>2837012</i>	<i>76416787</i>
<i>Swimmer's Aid</i>	<i>June 5, 2002</i>	<i>2746578</i>	<i>76415889</i>
<i>Daily Frost</i>	<i>February 14, 2005</i>	<i>3163863</i>	<i>78566579</i>
<i>NuPeptin</i>	<i>March 18, 2005</i>	<i>3068042</i>	<i>78590057</i>
<i>Glyloxane</i>	<i>June 29, 2005</i>	<i>3146939</i>	<i>78660574</i>
<i>Body Glow</i>	<i>July 21, 2005</i>	<i>3214513</i>	<i>76643305</i>
<i>Skin Selects</i>	<i>July 29, 2005</i>	<i>N/A</i>	<i>78681395</i>
<i>Skin Selects</i>	<i>August 2, 2005</i>	<i>3152631</i>	<i>76644075</i>
<i>Summer Glow</i>	<i>August 30, 2005</i>	<i>N/A</i>	<i>78703079</i>
<i>SansAge</i>	<i>September 1, 2005</i>	<i>N/A</i>	<i>76646022</i>
<i>Sensual Lips</i>	<i>September 19, 2005</i>	<i>3197930</i>	<i>76646952</i>
<i>Sensual Lips</i>	<i>September 30, 2005</i>	<i>3184975</i>	<i>78724014</i>

<u>TRADEMARK NAME</u>	<u>DATE FILED</u>	<u>REGISTRATION NUMBER</u>	<u>SERIAL NUMBER</u>
<i>Skin Selects Basic</i>	<i>October 7, 2005</i>	<i>N/A</i>	<i>78728915</i>
<i>Skin Selects Premium</i>	<i>October 7, 2005</i>	<i>N/A</i>	<i>78728922</i>
<i>Skin Selects Spa</i>	<i>December 6, 2005</i>	<i>N/A</i>	<i>78767589</i>
<i>Instant Karma</i>	<i>January 4, 2006</i>	<i>N/A</i>	<i>78784786</i>
<i>Karma Naturals</i>	<i>January 4, 2006</i>	<i>N/A</i>	<i>78784781</i>
<i>Skin Karma</i>	<i>January 4, 2006</i>	<i>N/A</i>	<i>78784772</i>
<i>Men's Series</i>	<i>April 7, 2006</i>	<i>N/A</i>	<i>78856294</i>
<i>Summer Look</i>	<i>April 7, 2006</i>	<i>N/A</i>	<i>78856300</i>
<i>Summer Look for the Face</i>	<i>April 7, 2006</i>	<i>N/A</i>	<i>78856314</i>
<i>Caribbean Blue (clothing &amp; sunglasses)</i>	<i>June 6, 2006</i>	<i>N/A</i>	<i>76661172</i>
<i>Paradise Gold Body Slim</i>	<i>July 11, 2006</i>	<i>N/A</i>	<i>76662837</i>
<i>Beauty is More than Skin Deep</i>	<i>September 15, 2006</i>	<i>N/A</i>	<i>77000249</i>
<i>Lift Enhancer</i>	<i>January 16, 2007</i>	<i>N/A</i>	<i>76671383</i>
<i>Mineral Matters</i>	<i>March 1, 2007</i>	<i>N/A</i>	<i>77119546</i>

**Trademark Licenses**

None.

**Trademark Applications**

None.