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ARD 10/16/07

To the director of the U. S. Patent and

held documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

GK Acquisition LLC

- Individual(s)
- General Partnership
- Corporation-State
- Other: Limited Liability Company

Citizenship (see guidelines) Delaware

Execution Date(s) September 26, 2007

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes

Yes

No

Name: Del Mar Onshore Partners, L.P.

Internal Address: _____

Street Address: 711 5th Avenue

City: New York

State: New York

Country: USA

Zip: 10022

Association Citizenship _____

General Partnership Citizenship _____

Limited Partnership Citizenship Delaware

Corporation Citizenship

Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached. Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) SEE SCHEDULE A ANNEXED HERETO

B. Trademark Registration No.(s) SEE SCHEDULE A ANNEXED HERETO

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown) SEE SCHEDULE A ANNEXED HERETO

5. Name address of party to whom correspondence concerning document should be mailed:

Name: Otterbourg, Steindler, Houston & Rosen, P.C.

Internal Address: Attn: Cathleen A. Pellegrino, Legal Assistant

Street Address: 230 Park Avenue

City: New York

State: NY

Zip: 10169

Phone Number: 212-905-3665

Fax Number: 212-682-6104

Email Address: cpellegrino@oshr.com

6. Total number of applications and registrations involved:

20

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$515.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____

Expiration Date _____

b. Deposit Receipt Number 10/16/2007 HUWELLER 00000013 78758271

Authorized User Name: _____

01 FC:5521
02 FC:8522

40.00 OP
475.00 OP

9. Signature:

Alissa M. Nann
Signature

10/10/07
Date

Alissa M. Nann
Name of Person Signing

Total number of pages including cover sheet, attachments, and document. 21

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

GK Acquisition LLC

U.S. Trademarks

Mark	Serial No.	Filing Date	Registration No.	Registration Exp.
K KLINGER ADVANCED AESTHETICS & Design	78/758,271	11/21/2005	N/A	N/A
KLINGER ADVANCED AESTHETICS	78/676,288	07/22/2005	N/A	N/A
THE PLACE OF POSSIBILITIES	78/655,732	06/22/2005	N/A	N/A
GEORGETTE KLINGER	73/115,371	02/10/1977	1,076,178	10/25/1977
KLINGER	73/115,373	02/10/1977	1,104,128	10/17/1978
GEORGETTE KLINGER	73/115,375	02/10/1977	1,106,942	11/28/1978
Design	73/166,525	04/17/1978	1,121,229	06/26/1979
INSTANT RADIANCE	75/660,752	03/15/1999	2,419,965	01/09/2001
HERBAL ESSENTIALS	75/578,977	10/28/1998	2,426,101	02/06/2001
SKIN PROTECTOR	76/065,765	06/08/2000	2,453,256	05/22/2001
LINE SOLUTION	76/065,767	06/08/2000	2,453,257	05/22/2001
ADVANCED OXYGEN	76/065,770	06/08/2000	2,453,258	05/22/2001
Design	75/932,515	03/01/2000	2,486,270	09/04/2001
Design	75/932,516	03/01/2000	2,489,314	09/11/2001
SKIN BOOSTER	76/097,353	07/26/2000	2,508,261	11/13/2001
ESSENTIAL 9-STEP FACIAL	76/066,908	06/08/2000	2,542,483	02/26/2002
REVIVACELL	78/075,787	07/26/2001	2,619,069	09/10/2002
DAILY 15	75/640,434	02/11/1999	2,632,145	10/08/2002
PRIME TIME	75/578,969	10/28/1998	2,717,662	05/20/2003
ACNE TEEN PLAN and Design	76/395,633	04/15/2002	2,749,681	08/12/2003

TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

THIS AGREEMENT ("Agreement"), dated September 26, 2007, is by and between GK ACQUISITION LLC, a Delaware limited liability company and a Debtor and Debtor-in-Possession ("Debtor"), with its chief executive office at 501 Madison Avenue, Suite 407, New York, New York 10022 and Del Mar Onshore Partners, L.P. ("Lender"), having an office at 711 5th Avenue, New York, New York, 10022.

WITNESSETH:

WHEREAS, Debtor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the trademarks, trade names, terms, designs and applications therefor described in Exhibit A hereto and made a part hereof; and

WHEREAS, Lender, Debtor and certain affiliates of Debtor have entered or are about to enter into financing arrangements pursuant to which Lender may make loans and advances and provide other financial accommodations to Debtor as set forth in the Term Loan and Security Agreement, dated of even date herewith, by and among Lender, Debtor and certain affiliates of Debtor (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement") and other agreements, documents and instruments referred to therein or at any time executed or delivered in connection therewith or related thereto, including, but not limited to, this Agreement (all of the foregoing, together with the Loan Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Loan Documents"); and

WHEREAS, in order to induce Lender to enter into the Loan Agreement and the other Loan Documents and to make loans and advances and provide other financial accommodations to Debtor pursuant thereto, Debtor has agreed to grant to Lender certain collateral security as set forth herein;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

1. Grant Of Security Interest. As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations (as hereinafter defined), Debtor hereby grants to Lender a continuing security interest in and a general lien upon, and a conditional assignment of, the following (being collectively referred to herein as the "Collateral"): (a) all of Debtor's now existing or hereafter acquired right, title and interest in and to: (i) all of Debtor's trademarks, tradenames, trade styles and service marks and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any State thereof, any political subdivision thereof or in any other country, including, without limitation, the trademarks, terms, designs and applications described in Exhibit A hereto, together with all rights and privileges arising under applicable law with respect to Debtor's use of any trademarks, tradenames, trade styles and service marks, and all reissues, extensions,

continuation and renewals thereof (all of the foregoing being collectively referred to herein as the "Trademarks"); and (ii) all prints and labels on which such trademarks, tradenames, tradestyles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; (c) all present and future license and distribution agreements (subject to the rights of the licensors therein) pertaining to the Trademarks, (d) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (e) the right to sue for past, present and future infringements thereof; (f) all rights corresponding thereto throughout the world; and (g) any and all other proceeds of any of the foregoing, including, without limitation, all damages and payments or claims by Debtor against third parties for past or future infringement of the Trademarks.

2. Obligations Secured. The security interest, lien and other interests granted to Lender pursuant to this Agreement shall secure the prompt performance, observance and payment in full of any and all obligations, liabilities and indebtedness of every kind, nature and description owing by Debtor to Lender, including principal, interest, charges, fees, costs and expenses, however evidenced, whether as principal, surety, endorser, guarantor or otherwise, whether arising under or otherwise related to or permitted under this Agreement, the Loan Agreement, any of the other Loan Documents or otherwise, whether now existing or hereafter arising, whether arising before, during or after the initial or any renewal term of the Loan Agreement or after the commencement of any case with respect to Debtor under the United States Bankruptcy Code or any similar statute (including, without limitation, the payment of interest and other amounts which would accrue and become due but for the commencement of such case), whether or not such amounts are allowed or allowable in whole or in part in such case and including loans, interest, fees, charges and expenses related thereto and all other obligations of Debtor to Lender arising after the commencement of such case), whether direct or indirect, absolute or contingent, joint or several, due or not due, primary or secondary, liquidated or unliquidated, or secured or unsecured (all of the foregoing being collectively referred to herein as the "Obligations").

3. Representations, Warranties And Covenants. Debtor hereby represents, warrants and covenants with and to Lender the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding):

(a) Debtor shall pay and perform all of the Obligations according to their terms;

(b) All of the existing Collateral is valid and subsisting in full force and effect, and Debtor owns the sole, full and clear title thereto, and the right and power to grant the security interest and conditional assignment granted hereunder. Debtor shall, at Debtor's expense, perform all acts and execute all documents necessary to maintain the existence of the Collateral consisting of registered Trademarks as registered trademarks and to maintain the existence of all of the Collateral as valid and subsisting, including, without limitation, the filing of any renewal affidavits and applications. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except: (i) the security interests granted hereunder and pursuant to the Loan Agreement, (ii) the security

interests permitted under the Loan Agreement, and (iii) the licenses permitted under Section 3(c) below.

(c) Debtor will not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to the Collateral, except as permitted herein or in the other Loan Documents, or otherwise dispose of any of the Collateral, without the prior written consent of Lender. Nothing in this Agreement shall be deemed a consent by Lender to any such action, except as such action is expressly permitted hereunder.

(d) Debtor shall, at Debtor's expense, promptly perform all acts and execute all documents requested at any time by Lender to evidence, perfect, maintain, record or enforce the security interest in and conditional assignment of the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Debtor hereby authorizes Lender to file one or more financing statements (or similar documents) with respect to the Collateral. Debtor further authorizes Lender to have this Agreement or any other similar security agreement filed with the United States Commissioner of Patents and Trademarks or any other appropriate federal, state or government office, or corresponding government offices in countries other than the United States of America.

(e) As of the date hereof, Debtor does not have any Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States of America, any State thereof, any political subdivision thereof or in any other country, other than those described in Exhibit A hereto and has not granted any licenses with respect thereto other than as set forth in Exhibit B hereto.

(f) Debtor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Lender five (5) originals of a Special Power of Attorney in the form of Exhibit C annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Lender's exercise of the rights and remedies granted to Lender hereunder.

(g) Lender may, in its discretion, pay any amount or do any act which Debtor fails to pay or do as required hereunder or as requested by Lender to preserve, defend, protect, maintain, record or enforce the Obligations, the Collateral, or the security interest and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, attorneys' fees and legal expenses. Debtor shall be liable to Lender for any such payment, which payment shall be deemed an advance by Lender to Debtor, shall be payable on demand together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

(h) Debtor shall not file any application for the registration of a Trademark with the United States Patent and Trademark Office or any similar office or agency in the United States of America, any State thereof, any political subdivision thereof or in any other country, unless Debtor has given Lender thirty (30) days prior written notice of such action. If, after the date hereof, Debtor shall (i) obtain any registered trademark or tradename, or apply for any such registration in the United States Patent and Trademark Office or in any similar office or agency in the United States of America, any State thereof, any political subdivision thereof or in any other country, or (ii) become the owner of any trademark registrations or applications for

trademark registration used in the United States of America or any State thereof, political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically apply thereto. Upon the request of Lender, Debtor shall promptly execute and deliver to Lender any and all assignments, agreements, instruments, documents and such other papers as may be requested by Lender to evidence the security interest in and conditional assignment of such Trademark in favor of Lender.

(i) Debtor has not abandoned any of the Trademarks and Debtor will not do any act, nor omit to do any act, whereby the Trademarks may become abandoned, invalidated, unenforceable, avoided, or avoidable. Debtor shall notify Lender immediately if it knows or has reason to know of any reason why any application, registration, or recording with respect to the Trademarks may become abandoned, canceled, invalidated, avoided, or avoidable.

(j) Debtor shall render any assistance, as Lender shall determine is necessary, to Lender in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States of America, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of the Trademarks as Debtor's exclusive property and to protect Lender's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

(k) No material infringement or unauthorized use presently is being made of any of the Trademarks that would adversely affect in any material respect the fair market value of the Collateral or the benefits of this Agreement granted to Lender, including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of Lender hereunder. There has been no judgment holding any of the Trademarks invalid or unenforceable, in whole or in part, nor is the validity or enforceability of any of the Trademarks presently being questioned in any litigation or proceeding to which Debtor is a party. Debtor shall promptly notify Lender if Debtor (or any affiliate or subsidiary thereof) learns of any use by any person of any term or design which infringes on any Trademark or is likely to cause confusion with any Trademark. If requested by Lender, Debtor, at Debtor's expense, shall join with Lender in such action as Lender, in Lender's discretion, may deem advisable for the protection of Lender's interest in and to the Trademarks.

(l) Debtor assumes all responsibility and liability arising from the use of the Trademarks and Debtor hereby indemnifies and holds Lender harmless from and against any claim, suit, loss, damage, or expense (including attorneys' fees and legal expenses) arising out of any alleged defect in any product manufactured, promoted, or sold by Debtor (or any affiliate or subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale or advertisement of any such product by Debtor (or any affiliate or subsidiary thereof). The foregoing indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination or non-renewal of the Loan Agreement.

(m) Debtor shall promptly pay Lender for any and all expenditures made by Lender pursuant to the provisions of this Agreement or for the defense, protection or enforcement of the Obligations, the Collateral, or the security interests and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and attorneys' fees and legal expenses. Such expenditures shall be

payable on demand, together with interest at the rate then applicable to the Obligations set forth in the Loan Documents and shall be part of the Obligations secured hereby.

4. Rights And Remedies. At any time an Event of Default (as defined in the Loan Agreement) exists or has occurred, in addition to all other rights and remedies of Lender, whether provided under this Agreement, the Loan Agreement, the other Loan Documents, applicable law or otherwise, Lender shall have the following rights and remedies which may be exercised without notice to, or consent by, Debtor except as such notice or consent is expressly provided for hereunder:

(a) Lender may require that neither Debtor nor any affiliate or subsidiary of Debtor make any use of the Trademarks or any marks similar thereto for any purpose whatsoever. Lender may make use of any Trademarks for the sale of goods, completion of work-in-process or rendering of services or otherwise in connection with enforcing any other security interest granted to Lender by Debtor or any subsidiary or affiliate of Debtor or for such other reason as Lender may determine.

(b) Lender may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Lender shall in its discretion deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) Lender may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Debtor of intended disposition of Collateral is required by law, the giving of five (5) days prior written notice to Debtor of any proposed disposition shall be deemed reasonable notice thereof and Debtor waives any other notice with respect thereto. Lender shall have the power to buy the Collateral or any part thereof, and Lender shall also have the power to execute assurances and perform all other acts which Lender may, in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Debtor shall be liable for any deficiency.

(d) In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to the terms hereof, Lender may at any time execute and deliver on behalf of Debtor, pursuant to the authority granted in the Powers of Attorney described in Section 3(f) hereof, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Debtor agrees to pay Lender on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and attorneys' fees and legal expenses. Debtor agrees that Lender has no obligation to preserve rights to the Trademarks against any other parties.

(e) Lender may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses thereof, including, without limitation, attorneys' fees and all legal, travel and other expenses which may be incurred by Lender. Thereafter, Lender may apply any remaining proceeds to such of the Obligations as Lender may in its discretion determine. Debtor shall remain liable to Lender for

any of the Obligations remaining unpaid after the application of such proceeds, and Debtor shall pay Lender on demand any such unpaid amount, together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement.

(f) Debtor shall supply to Lender or to Lender's designee, Debtor's knowledge and expertise relating to the manufacture, sale and distribution of the products and services bearing the Trademarks and Debtor's customer lists and other records relating to the Trademarks and the distribution thereof.

(g) All of Lender's rights and remedies, whether provided under this Agreement, the other Loan Documents, applicable law or otherwise, shall be cumulative and not exclusive and shall be enforceable alternatively, successively, or concurrently as Lender may deem expedient. No failure or delay on the part of Lender in exercising any of its options, power or rights or partial or single exercise thereof, shall constitute a waiver of such option, power or right.

5. Jury Trial Waiver; Other Waivers and Consents; Governing Law.

(a) The validity, interpretation and enforcement of this Agreement and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York, but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York.

(b) Debtor irrevocably consents and submits to the non-exclusive jurisdiction of the United States Bankruptcy Court for the District of New Jersey (and in the event such Bankruptcy Court does not have jurisdiction for any reason, then the Supreme Court of the State of New York for New York County and the United States District Court for the Southern District of New York, whichever Lender may elect) and waives any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Agreement or any of the other Loan Documents or in any way connected with or related or incidental to the dealings of the parties hereto in respect of this Agreement or any of the other Loan Documents or the transactions related hereto or thereto, in each case whether now existing or hereafter arising, and whether in contract, tort, equity or otherwise, and agrees that any dispute with respect to any such matters shall be heard only in the courts described above (except that Lender shall have the right to bring any action or proceeding against Debtor or its property in the courts of any other jurisdiction which Lender deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against Debtor or its property).

(c) Debtor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified mail (return receipt requested) directed to its address set forth herein and service so made shall be deemed to be completed five (5) days after the same shall have been so deposited in the U.S. mails, or, at Lender's option, by service upon Debtor in any other manner provided under the rules of any such courts. Within thirty (30) days after such service, Debtor shall appear in answer to such process, failing which Debtor shall be deemed in default and judgment may be entered by Lender against Debtor for the amount of the claim and other relief requested.

(d) DEBTOR AND LENDER EACH HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF DEBTOR AND LENDER IN RESPECT OF THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. DEBTOR AND LENDER EACH HEREBY AGREE AND CONSENT THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT DEBTOR OR LENDER MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF DEBTOR AND LENDER TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(e) Lender shall not have any liability to Debtor (whether in tort, contract, equity or otherwise) for losses suffered by Debtor in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Lender that the losses were the result of acts or omissions constituting gross negligence or willful misconduct by Lender. In any such litigation, Lender shall be entitled to the benefit of the rebuttable presumption that it acted in good faith and with the exercise of ordinary care in the performance by it of the terms of this Agreement.

6. Miscellaneous.

(a) All notices, requests and demands to or upon the respective parties hereto shall be in writing and shall be deemed to have been duly given or made: if delivered in person, immediately upon delivery; if by telex, telegram or facsimile transmission, immediately upon sending and upon confirmation of receipt; if by nationally recognized overnight courier service with instructions to deliver the next business day, one (1) business day after sending; and if by registered or certified mail, return receipt requested, five (5) days after mailing. All notices, requests and demands upon the parties are to be given to the following addresses (or to such other address as any party may designate by notice in accordance with this Section):

If to Debtor:	GK Acquisition LLC 501 Madison Avenue, Suite 407 New York, New York 10022 Attention: Angela Krivulka Telephone No.: (212) 838-7087 Telecopy No.: (212) 754-2520
with a copy to:	Lowenstein Sandler P.C. 65 Livingston Avenue Roseland, New Jersey 07068 Attention: Michael Lerner, Esq. Telephone No.: (973) 597-2500 Telecopy No.: (973) 597-2400

If to Lender:	Del Mar Onshore Partners, L.P. 711 Fifth Avenue New York, NY 10022 Attention: Mr. Kenneth Grossman Telephone No.: (212) 328-7155 Telecopy No.: (212) 328-7128
with a copy to:	Otterbourg, Steindler, Houston & Rosen, P.C. 230 Park Avenue New York, New York 10169 Attn: Mr. Andrew M. Kramer, Esq. Telephone No.: (212) 661-9100 Telecopy No.: (212) 682-6104

(b) "Chapter 11 Cases" wherever used herein shall mean the Chapter 11 Cases of Debtors under the Bankruptcy Code referred to as In re Klinger Advanced Aesthetics L.L.C., et al., Chapter 11 Case No. 07-20459 (BRL) (Jointly Administered), currently pending in the United States Bankruptcy Court for the District of New Jersey. "Bankruptcy Code" wherever used herein shall mean the United States Bankruptcy Code, being Title 11 of the United States Code (11 U.S.C. Sections 101-1330), as the same now exists or may from time to time hereafter be amended, modified, recodified or supplemented, together with all official rules and regulations thereunder or related thereto. All references to Lender Party pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include its respective successors and permitted assigns. All references to Debtor pursuant to the definitions set forth in the recitals hereto shall include its successors and permitted assigns (including, without limitation, any trustee or other fiduciary hereafter appointed as legal representative and any successor upon the conclusion of the Chapter 11 Cases). All references to Borrower pursuant to the definitions set forth in the recitals hereto shall include its successors and assigns (including, without limitation, any trustee or other fiduciary hereafter appointed as legal representative and any successor upon the conclusion of the Chapter 11 Cases). All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. The words "hereof," "herein," "hereunder," "this Agreement" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced. An Event of Default shall exist or continue or be continuing until such Event of Default is waived in accordance with Section 6(e) hereof. All references to the term "Person" or "Persons" herein shall mean any individual, sole proprietorship, partnership, corporation (including, without limitation, any corporation which elects subchapter S status under the Internal Revenue Code of 1986, as amended), limited liability company, limited liability partnership, business trust, unincorporated association, joint stock company, trust, joint venture or other entity or any government or any agency, instrumentality or political subdivision thereof.

(c) This Agreement, the other Loan Documents and any other document referred to herein or therein shall be binding upon Debtor and its successors and assigns and inure to the benefit of and be enforceable by Lender and its successors and assigns.

(d) If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

(e) Neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of Lender. Lender shall not, by any act, delay, omission or otherwise, be deemed to have expressly or impliedly waived any of its rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of Lender. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Lender of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Lender would otherwise have on any future occasion, whether similar in kind or otherwise.

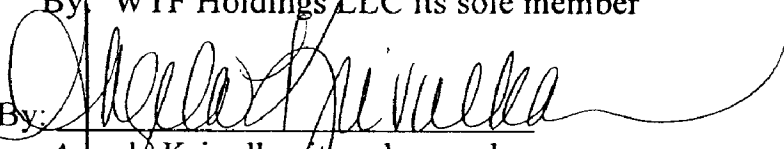
(f) This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of any such agreement by telefacsimile or other electronic method of transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Agreement.

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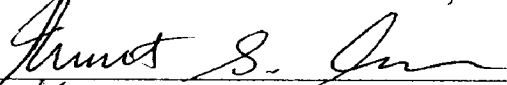
IN WITNESS WHEREOF, Debtor and Lender have executed this Agreement as of the day and year first above written.

GK ACQUISITION, LLC
Debtor And Debtor-In-Possession

By: Georgette Klinger LLC its sole member
By: WTF Holdings LLC its sole member

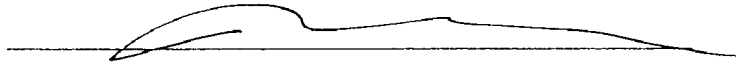
By: 
Angela Krivulka, its sole member

DEL MAR ONSHORE PARTNERS, L.P.

By: 
Name: Kenneth S. Crossma
Title: Managing Director

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 26th day of September 2007, before me personally came Angela Krivulka, to me known, who being duly sworn, did depose and say, that she is the sole member of the sole member of the sole member of GK ACQUISITION, LLC, Debtor and Debtor-in-Possession, the limited liability company described in and which executed the foregoing instrument; and that she signed her name thereto by order of the board of directors of said corporation.

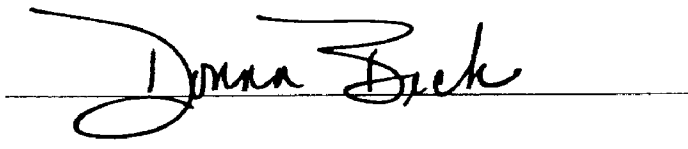


MICHAEL A. BUXBAUM
Notary Public, State of New York
No. 31-4872899
Qualified in New York County
Commission Expires Sept. 15, 2008

Notary Public

STATE OF New York)
) ss.:
COUNTY OF New York)

On this 26th day of September 2007, before me personally came Kenneth S. Grossman to me known, who, being duly sworn, did depose and say, that he is the Managing Director of DEL MAR ONSHORE PARTNERS, L.P., the entity described in and which executed the foregoing instrument; and that he signed his name thereto by order of the board of directors of said entity.



DONNA BECK
Notary Public, State of New York
No. 01BE4920173
Qualified in Nassau County
Certificate Filed in New York County
Commission Expires February 16, 2010

Notary Public

**EXHIBIT A
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS

[See Attached]

GK Acquisition LLC

U.S. Trademarks

Mark	Serial No.	Filing Date	Registration No.	Registration Date
K KLINGER ADVANCED AESTHETICS & Design	78/758,271	11/21/2005	N/A	N/A
KLINGER ADVANCED AESTHETICS	78/676,288	07/22/2005	N/A	N/A
THE PLACE OF POSSIBILITIES	78/655,732	06/22/2005	N/A	N/A
GEORGETTE KLINGER	73/115,371	02/10/1977	1,076,178	10/25/1977
KLINGER	73/115,373	02/10/1977	1,104,128	10/17/1978
GEORGETTE KLINGER	73/115,375	02/10/1977	1,106,942	11/28/1978
Design	73/166,525	04/17/1978	1,121,229	06/26/1979
INSTANT RADIANCE	75/660,752	03/15/1999	2,419,965	01/09/2001
HERBAL ESSENTIALS	75/578,977	10/28/1998	2,426,101	02/06/2001
SKIN PROTECTOR	76/065,765	06/08/2000	2,453,256	05/22/2001
LINE SOLUTION	76/065,767	06/08/2000	2,453,257	05/22/2001
ADVANCED OXYGEN	76/065,770	06/08/2000	2,453,258	05/22/2001
Design	75/932,515	03/01/2000	2,486,270	09/04/2001
Design	75/932,516	03/01/2000	2,489,314	09/11/2001
SKIN BOOSTER	76/097,353	07/26/2000	2,508,261	11/13/2001
ESSENTIAL 9-STEP FACIAL	76/066,908	06/08/2000	2,542,483	02/26/2002
REVIVACELL	78/075,787	07/26/2001	2,619,069	09/10/2002
DAILY 15	75/640,434	02/11/1999	2,632,145	10/08/2002
PRIME TIME	75/578,969	10/28/1998	2,717,662	05/20/2003
ACNE TEEN PLAN and Design	76/395,633	04/15/2002	2,749,681	08/12/2003

**EXHIBIT B
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

LIST OF LICENSES

[See Attached]

Licenses used in the Business

22 Nextech Licenses fully paid. No expiration to the licenses but must pay for upgrades and support calls.

Klinger 360 is used in the NorthPark and Chevy Chase locations. This is a custom system developed by Klinger Advanced Aesthetics, Inc. and it is currently licensed to the medical providers of those two facilities.

Citrix – which has an annual renewal fee of \$6,500 and is in the process of being paid.

MAS – licenses full paid. NO renewal fee.

Millennium License – fully purchased.

Sellers and their affiliates own the following domain names:

Domain Names:

Domain Name: GEORGETTEKLINGER.COM

Domain Name: GKSPA.COM

Domain name: georgetteklinger.net

Domain Name: KLINGER.COM

STATE OF _____)

) ss.:

COUNTY OF _____)

On this ____ day of September 2007, before me personally came _____, to me known, who being duly sworn, did depose and say, that he is the _____ of GK ACQUISITION LLC, Debtor and Debtor-in-Possession the limited liability company described in and which executed the foregoing instrument; and that he signed his name thereto by order of the board of managers of said corporation.

Notary Public

SPECIAL POWER OF ATTORNEY

STATE OF NEW YORK)
 ss.:
COUNTY OF NEW YORK)

KNOW ALL MEN BY THESE PRESENTS, that GK ACQUISITION LLC, Debtor and Debtor-in-Possession ("Debtor"), having an office at 501 Madison Avenue, Suite 407, New York, New York 10022, hereby appoints and constitutes, severally, Del Mar Onshore Partners, L.P. ("Lender"), and each of its officers, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor:

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which Lender, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Debtor in and to any trademarks and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Lender, in its discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney is made pursuant to a Trademark Collateral Assignment and Security Agreement, dated of even date herewith, between Debtor and Lender (the "Security Agreement") and is subject to the terms and provisions thereof. This Power of Attorney, being coupled with an interest, is irrevocable until all "Obligations", as such term is defined in the Security Agreement, are paid in full and the Security Agreement is terminated in writing by Lender.

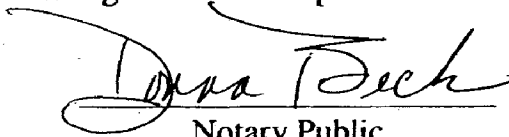
Dated: September 26, 2007

GK ACQUISITION LLC
Debtor And Debtor-In-Possession

By: *Angela Kivulka*
Title: *Sole Member*

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 26th day of September 2007, before me personally came ANGELA KEIVULKA, to me known, who being duly sworn, did depose and say, that he is the Sac Member of GK ACQUISITION LLC, Debtor and Debtor-in-Possession the limited liability company described in and which executed the foregoing instrument; and that he signed his name thereto by order of the board of managers of said corporation.


Notary Public
DONNA BECK
Notary Public, State of New York
No. 01BE4920173
Qualified in Nassau County
Certificate Filed in New York County
Commission Expires February 16, 2010

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