

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
INTERMIX, INC.		12/20/2007	CORPORATION: NEW YORK
INTERMIX, LLC		12/20/2007	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	GOODE INTERMIX, LLC
Street Address:	c/o Goode Partners LLC, 667 Madison Avenue, 21st Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10021
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	1935678	INTER MIX
Registration Number:	2125763	INTERMIX
Registration Number:	2948116	INTERMIX
Registration Number:	3120493	IT'S ALL IN THE MIX
Registration Number:	3225565	IT'S IN THE MIX

CORRESPONDENCE DATA

Fax Number: (212)755-7306
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-326-3939
 Email: NYTEF@JONESDAY.COM
 Correspondent Name: JONES DAY
 Address Line 1: 222 EAST 41ST STREET
 Address Line 4: New York, NEW YORK 10017

CH \$140.00 1935678

NAME OF SUBMITTER:	Stephen F. Kampmeier
Signature:	/Stephen F. Kampmeier/
Date:	12/21/2007
Total Attachments: 5 source=INTERMIX TRADEMARK SECURITY AGREEMENT#page1.tif source=INTERMIX TRADEMARK SECURITY AGREEMENT#page2.tif source=INTERMIX TRADEMARK SECURITY AGREEMENT#page3.tif source=INTERMIX TRADEMARK SECURITY AGREEMENT#page4.tif source=INTERMIX TRADEMARK SECURITY AGREEMENT#page5.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made as of this ~~20th~~ day of December, 2007, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and GOODE INTERMIX, LLC, in its capacity as Collateral Agent (in such capacity and together with its successors, "Agent") for the Holder (as defined below).

WITNESSETH:

WHEREAS, pursuant to the Note Purchase and Stock Exchange Agreement dated as of July 30, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Note Agreement") among Intermix Holdco, Inc., ("Company"), Intermix, Inc. ("Intermix"), Intermix, LLC ("LLC"), the equityholders of Intermix, Decarat International Corp. ("Decarat"), Hekz Ltd. ("Hekz"), Icob Inc. ("Icob"), and Binome Inc. ("Binome", and together with Decarat, Hekz and Icob, the "Affiliated Companies") and the Holder, the Holder purchased from the Company a convertible secured note in the original principal amount of \$50,750,000 (such note, as amended, restated, supplemented or otherwise modified from time to time, the "Secured Note");

WHEREAS, pursuant to Section 8.2 of the Secured Note, each of the Company, Intermix LLC and the Affiliated Companies granted a security interest in all their property to secure the obligations of the Company and each other party under the Secured Note and the other Loan Documents (as defined in the Secured Note) and each such party that has any right, title or interest to any Trademark Collateral (as defined below) is required to execute and deliver to Collateral Agent this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Secured Note or the Note Agreement.
2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby grants to the Collateral Agent, for the benefit of the Holder, a continuing security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):
 - (a) all of its Trademarks, Service Marks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;
 - (b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;
 - (c) all renewals, reissues, replacements, continuations or extensions of the foregoing;

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

(e) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, Service Mark or mark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark, Service Mark or any mark licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts that constitute part of the Secured Obligations and would be owed by Grantors collectively, or any of them individually, to Collateral Agent or the Holder collectively or any of them individually, whether or not such payment is unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Holder, pursuant to the Secured Note. Each 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 Secured Note, the terms and provisions of which are incorporated by reference herein/as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning

represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Secured Obligations shall mean the repayment in full in cash of all Secured Obligations other than unasserted contingent indemnification Secured Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

INTERMIX, INC.

By: 

Name: Haro Kaldjian

Title: President and Treasurer

INTERMIX, LLC

By: 

Name: Haro Kaldjian

Title: Manager

ACCEPTED AND ACKNOWLEDGED BY:

GOODE INTERMIX, LLC,
as Collateral Agent

By: GOODE PARTNERS CONSUMER
FUND I, L.P., its Managing Member

By: GOODE INVESTORS I, LLC, its
General Partner

By: 


David J. Oddi, Manager

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT

Trademarks or Service Marks

Grantor	Country	Mark	Registration Number	Registration Date
Intermix, LLC	United States	INTER MIX	1,935,678	11/14/1995
Intermix, LLC	United States	INTERMIX	2,125,763	12/30/1997
Intermix, LLC	United States	INTERMIX with Flower Design 	2,948,116	05/10/2005
Intermix, LLC	United States	IT'S ALL IN THE MIX	3,120,493	07/25/2006
Intermix, Inc.	United States	IT'S IN THE MIX	3,225,565	04/03/2007

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