

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Sadow Media, LLC		11/13/2007	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

Name:	VSS Mezzanine Partners, L.P.
Street Address:	350 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

**PROPERTY NUMBERS Total: 14**

Property Type	Number	Word Mark
Registration Number:	2981523	NEWBEAUTY
Registration Number:	3065171	SPA CHOCOLATE
Serial Number:	78656983	LUXE THE COLORADO HOME REDEFINED
Registration Number:	3132844	BEAUTY PASS
Registration Number:	3199799	TESTTUBE
Serial Number:	77034410	LUXE THE TEXAS HOME REDEFINED
Registration Number:	3298626	DAILYBEAUTY
Serial Number:	77031075	LUXE
Serial Number:	77263933	NEWBEAUTY (BEAUTYLAB)
Serial Number:	77256035	NEWBEAUTY BEAUTYBOX
Registration Number:	3158273	FREEFILLS
Serial Number:	77243364	LUXE LIFE
Serial Number:	77243405	LUXE SOURCE
Serial Number:	77294924	FRAGRANCEFINDER

**TRADEMARK**

**CH \$365.00 2981523**

CORRESPONDENCE DATA

Fax Number: (312)803-2209  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 212-407-4000  
Email: nytrademark@loeb.com  
Correspondent Name: Kevin M. Eisenberg - LOEB & LOEB LLP  
Address Line 1: 345 Park Avenue  
Address Line 4: New York, NEW YORK 10154

ATTORNEY DOCKET NUMBER:	207332-10007
NAME OF SUBMITTER:	Kevin M. Eisenberg
Signature:	/Kevin M. Eisenberg/
Date:	12/26/2007

Total Attachments: 7  
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS Intellectual Property Security Agreement, dated as of November 13, 2007, is made by Sandow Media, LLC, a Delaware limited liability company ("Grantor"), in favor of VSS Mezzanine Partners, L.P., ("VSS"), as administrative and collateral agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Purchasers (as defined in the Note Purchase Agreement referred to below).

### WITNESSETH:

WHEREAS, pursuant to the Senior Subordinated Secured Note Purchase Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented and/or otherwise modified from time to time, the "Note Purchase Agreement"), among Sandow Media Holdings, Inc., Grantor, the other companies from time to time party thereto (together with Grantor, each a "Company" and collectively, the "Companies"), the Purchasers and the Administrative Agent, and the Purchasers have severally agreed to purchase the notes upon the terms and subject to the conditions set forth therein; and

WHEREAS, Grantor is a party to a Guaranty and Security Agreement of even date herewith in favor of the Administrative Agent (the "Guaranty and Security Agreement") pursuant to which the Grantor is required to execute and deliver this Intellectual Property Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Purchasers, and the Administrative Agent to enter into the Note Purchase Agreement and to induce the Purchasers to purchase notes from the Companies thereunder, Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in IP Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby mortgages, pledges and hypothecates to the Administrative Agent for the ratable benefit of the Purchasers, and grants to the Administrative Agent for the ratable benefit of the Purchasers a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "IP Collateral");

(a) all of its Patents and all IP Licenses providing for the grant by or to Grantor of any right under any Patent, including, without limitation, those referred to on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the assets described in subsection (a) above;

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the assets described in subsection (a) and (b) above, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof;

(d) all of its Trademarks and all IP Licenses providing for the grant by or to Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 2 hereto;

(e) all renewals and extensions of the assets described in subsection (d) above;

(f) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(g) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the assets described in subsections (d), (e) and (f) above, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Intellectual Property Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the ratable benefit of the Purchasers pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, it shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patents, Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

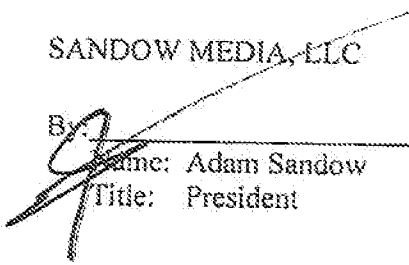
Section 6. Governing Law. This Intellectual Property Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature Pages Follow]

In witness whereof, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

SANDOW MEDIA, LLC

By:  \_\_\_\_\_  
Name: Adam Sandow  
Title: President

ACCEPTED AND AGREED  
as of the date first above written:

VSS MEZZANINE PARTNERS, L.P.,  
as Administrative Agent

By: VSS Mezzanine, LLC, its general partner

By: \_\_\_\_\_  
Name:  
Title:

In witness whereof, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

SANDOW MEDIA, LLC

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

Name: Adam Sandow

Title: President

ACCEPTED AND AGREED

as of the date first above written:

VSS MEZZANINE PARTNERS, L.P.,

as Administrative Agent

By: VSS Mezzanine, LLC, its general partner

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

Name:

Title:

## SCHEDULE 1

### Patent Registrations

There is a patent application for a Print Media Display Package with Combined Merchandise Display in the name of Sandow Media, LLC. The application number is 11618269.

There are no patent license agreements with Sandow Media, LLC.

## SCHEDULE 2

### Trademark Registrations

Grantor	Trademark	Registration Number /Application Number	Registration Date/ Application Date
Sandow Media, LLC	NEWBEAUTY	2,981,523	08/02/2005
Sandow Media, LLC	SPA CHOCOLATES	3,065,171	03/07/2006
Sandow Media, LLC	LUXE THE COLORADO HOME REDEFINED	78/656983	06/23/2005
Sandow Media, LLC	BEAUTY PASS	3,132,844	08/22/2006
Sandow Media, LLC	TEST TUBE	3,199,799	01/16/2007
Sandow Media, LLC	LUXE THE TEXAS HOME REDEFINED	77/034410	11/1/2006
Sandow Media, LLC	DAILYBEAUTY	3,298,626	09/25/2007
Sandow Media, LLC	LUXE	77/031075	10/27/2006
Sandow Media, LLC	NEWBEAUTY (BEAUTYLAB)	77/263933	08/24/2007
Sandow Media, LLC	NEBEAUTY BEAUTYBOX	77/256035	08/15/2007
Sandow Media, LLC	FREEFILLS	3,158,273	10/17/2006
Sandow Media, LLC	LUXE LIFE	77/243364	07/31/2007
Sandow Media, LLC	LUXE SOURCE	77/243405	07/31/2007
Sandow Media, LLC	FRAGRANCE FINDER	77/294924	10/03/2007

### Trademark License Agreements

Trademark License Agreement dated as of May 25, 2005 by and between Sandow Media, LLC (as assignee of Samanne Licensing, LLP) and Sandow Media Holdings Corporation

Trademark License Agreement dated August 1, 2004 by and among Bissingers Inc., Sandow Media, LLC (as assignee of Samanne Licensing, LLP) and Sandow Media Holdings Corporation.

Trademark License Agreement dated November 13, 2007 by and between NewBeauty Media Group, LLLP and Sandow Media, LLC

Trademark License Agreement dated November 13, 2007 by and between Spalook.com, LLC and Sandow Media, LLC

Trademark License Agreement dated November 13, 2007 by and between NewBeauty Retail, LLC and Sandow Media, LLC

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Trademark License Agreement dated November 13, 2007 by and between Luxe Media Group, LLC and Sandow Media, LLC

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**RECORDED: 12/26/2007**

**TRADEMARK  
REEL: 003684 FRAME: 0666**