

**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
DAVEX LABS, LLC		12/13/2007	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

Name:	CELTIC CAPITAL CORPORATION
Street Address:	2951 28TH STREET
Internal Address:	SUITE 2030
City:	SANTA MONICA
State/Country:	CALIFORNIA
Postal Code:	90405
Entity Type:	CORPORATION: CALIFORNIA

**PROPERTY NUMBERS Total: 24**

Property Type	Number	Word Mark
Serial Number:	77121488	HEALING COLOR
Serial Number:	78967889	POLYESTER
Serial Number:	78964201	REFLEX
Serial Number:	78964198	SEQUIN
Serial Number:	78964165	BUNGEE
Serial Number:	78430958	HEALING COLORCARE
Registration Number:	3160998	HEALING MOISTURE
Registration Number:	2604750	URBAN ELEMENTS
Registration Number:	3280524	TRAUMA TREATMENT
Registration Number:	3131355	HEALING HAIRCARE
Registration Number:	3083231	MAGIC BULLET
Registration Number:	2631364	FINAL EFFECTS
Registration Number:	2545014	THERMAL DEFENSE

CH \$615.00 77121488

Registration Number:	1657929	KERATIN-BOND
Registration Number:	2201461	ULTIMATE TREATMENT
Registration Number:	3037429	FLOWER SHIELD COMPLEX
Registration Number:	2267739	ZERO WEIGHT GEL
Registration Number:	1527645	L
Registration Number:	2317301	ROOT EFFECTS
Registration Number:	1922791	ROBERT DE LANZA
Registration Number:	2459859	DEFRAG
Registration Number:	1565350	L'ANZA
Registration Number:	2680465	BE LONG
Registration Number:	2265719	STRAIT-LINE

**CORRESPONDENCE DATA**

Fax Number: (213)226-4028  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (213) 488-7100  
Email: kevin.davis@pillsburylaw.com  
Correspondent Name: ROBERT V. SLATTERY, ESQ.  
Address Line 1: PILLSBURY WINTHROP SHAW PITTMAN LLP  
Address Line 2: 725 SOUTH FIGUEROA STREET, SUITE 2800  
Address Line 4: LOS ANGELES, CALIFORNIA 90017-5406

ATTORNEY DOCKET NUMBER:	013699-0000080
NAME OF SUBMITTER:	ROBERT V. SLATTERY
Signature:	/Robert V. Slattery/
Date:	12/27/2007

**Total Attachments: 8**

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## TRADEMARK SECURITY AGREEMENT

This Agreement, dated as of Dec 13, 2007, is made by DAVEX LABS, LLC, a Delaware limited liability company ("**Borrower**"), in favor of CELTIC CAPITAL CORPORATION, a California corporation ("**Lender**").

### Recitals

A. Borrower and Lender are party to an Amended and Restated Loan and Security Agreement dated as of December 1, 2005, as amended by a First Amendment to Amended and Restated Loan and Security Agreement dated as of October \_\_, 2007 (the "**First Amendment**" and, together with said Amended and Restated Loan and Security Agreement, as it may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**"), pursuant to which Borrower has granted a security interest to Lender in substantially all of the personal property of Borrower.

B. As a condition to the effectiveness of certain provisions of the First Amendment concerning increases in the A/R Maximum Commitment and the Inventory Maximum Commitment, Borrower hereby agrees with Lender as set forth below.

### Section 1. Defined Terms; Rules of Construction.

(a) Unless otherwise defined herein or in the Loan Agreement, terms used herein that are defined in the California Uniform Commercial Code shall have the respective meanings assigned to such terms in the California Uniform Commercial Code.

(b) Terms used but not otherwise defined herein that are defined in the Loan Agreement shall have the respective meanings given to them in the Loan Agreement.

(c) The terms set forth below shall have the respective meanings specified.

"**Goodwill**" means the goodwill connected with Borrower's business, including all goodwill connected with (i) the use of and symbolized by any Trademark or any Intellectual Property License with respect to any Trademark in which Borrower has any interest, (ii) all know-how, trade secrets, customer and supplier lists, proprietary information, inventions, methods, procedures, formulae, writings, descriptions, compositions, technical data, drawings, specifications, schematics, name plates, catalogs, confidential information (and the right to limit the use or disclosure thereof by any person or entity), pricing and cost information, business and marketing

plans and proposals, consulting agreements, engineering contracts and other assets relating to such goodwill and (iii) all product lines of Borrower's business.

**"Intellectual Property Licenses"** means all license and distribution agreements with, and covenants not to sue, any other party with respect to any trademark, whether Borrower is a licensor, licensee, distributor or distributee under any such license or distribution agreement, together with any and all (i) income, fees, royalties, damages, claims and payments now or hereafter due and/or payable thereunder or with respect thereto, including damages and payments for past, present or future infringements or violations thereof, (ii) rights to sue for past, present or future infringements or violations thereof and (iii) other rights to use, exploit or practice any trademark.

**"Trademarks"** means all trademarks (including service marks), slogans, logos, certification marks, trade dress, uniform resource locations (URLs), domain names, corporate names and trade names, whether registered or unregistered, owned by or assigned to Borrower and all registrations and applications for the foregoing (whether statutory or common-law and whether established or registered in the United States of America or any other country or any political subdivision of any thereof), together with any and all (i) rights and privileges arising under applicable law with respect to Borrower's use of any thereof, (ii) extensions and renewals thereof and amendments thereto, (iii) income, fees, royalties, damages and payments now or hereafter due and/or payable thereunder or with respect thereto, including damages, claims and payments for past, present or future infringements thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present or future infringements thereof.

(d) The rules of construction set forth in Section 1 of the Loan Agreement are incorporated herein by reference.

Section 2. Grant of Security Interest in Trademark Collateral. Borrower hereby grants to Lender a security interest in all right, title and interest of Borrower in, to and under the following: (a) all Trademarks, including the Trademarks listed in Schedule 1, but excluding any Trademark that would be deemed invalidated, canceled or abandoned due to the grant and/or enforcement of such security interest, unless and until such time as the grant and/or enforcement of such security interest would not affect the validity of such Trademark; (b) all Goodwill associated with such Trademarks; (c) all proceeds of any and all of the foregoing; and (d) all causes of action arising before or after the date hereof for infringement of any of the Trademarks or for unfair competition regarding the same.

Section 3. Loan Agreement. The security interest granted under this Agreement is granted in conjunction with the security interest granted to Lender under the Loan Agreement, and Borrower hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated herein by reference as if set forth herein in full. In the event that any provision of this Agreement is

deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall control.

Section 4. Termination. Upon payment in full of the Obligations (other than contingent indemnification obligations that are not then due and payable) and termination of the Loan Agreement, Lender will execute and acknowledge, and will deliver to Borrower, an instrument in writing in recordable form releasing the security interest granted under this Agreement.

Section 5. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

Section 6. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California.

[The remainder of this page has been left blank intentionally.]

Borrower has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

DAVEX LABS, LLC

By: 

David Berglass  
Chief Executive Officer  
and President

## SCHEDULE 1

DAVEXIABS LLC  
Melanie Bradley

## Forms.ommMenu.txtTitle

Mark Name	Country	Client-Matter Number	Client Ref. Number	Class No.	Serial Number	Filing Date	Current Reg. Number	Current Reg. Date	Renewal Date	Sub Status	Sub Status Date
L'ANZA	Argentina	0198660-00003		3	1,967,891	3/24/1995	1,724,748	3/3/1999	3/3/2009	Registered	3/3/1999
L'ANZA	Australia	0198660-00003		3	681408	12/20/1995	681408	12/20/1995	12/20/2015	Renewed	10/17/2005
HEALING COLORCARE	Brazil	0198660-00025		3	826.634.028	6/8/2004				Published	7/27/2004
TRAUMA TREATMENT	Brazil	0198660-00055		3	829.135.049	5/10/2007				Published	10/23/2007
MAGIC BULLET	Brazil	0198660-00014		3	826.414.338	4/19/2004				Published	5/25/2004
L'ANZA	Brazil	0198660-00003		20	817.231.579	4/29/1997	817.231.579	4/29/1997	4/29/2017	Renewed	2/27/2007
HEALING HAIRCARE	Brazil	0198660-00026		3	826.711.847	7/19/2004				Pending	7/13/2004
HEALING HAIRCARE	Canada	0198660-00030			1,223,615	7/14/2004	TMA651,205	10/24/2005	10/24/2020	Registered	10/24/2005
L'ANZA	Canada	0198660-00003			0,622,962	11/17/1988	TMA371,733	8/10/1990	8/10/2020	Renewed	3/18/2005
HEALING COLORCARE	Canada	0198660-00024			1,219,376	6/7/2004	TMA690,698	6/22/2007	6/22/2022	Registered	6/22/2007
MAGIC BULLET	Canada	0198660-00022			1,213,831	4/19/2004	TMA645,555	8/10/2005	8/10/2020	Registered	8/10/2005
POLYESTER	Canada	0198660-00048			1,315,663	9/7/2006				Allowed	8/3/2007
L'ANZA	China P.R.	0198660-00012		3	3818663	11/27/2003				Pending	11/14/2003
L'ANZA	Community Trademark	0198660-00003		3	5124	4/1/1996	5124	4/1/1996	4/30/2016	Renewed	3/28/2006
MAGIC BULLET	Community Trademark	0198660-00016		3	3758554	4/20/2004	3758554	7/26/2005	4/30/2014	Registered	7/26/2005
ROBERT DE LANZA	Community Trademark	0198660-00003		3	5157	4/1/1996	5157	4/1/1996	4/30/2016	Renewed	3/28/2006
TRAUMA TREATMENT	Community Trademark	0198660-00056		3	5833454	4/16/2007			4/30/2017	Published	9/3/2007
POLYESTER	Community Trademark	0198660-00049		3	5299731	9/7/2006	5299731	8/16/2007	9/30/2016	Registered	8/16/2007
REFLEX	Community Trademark	0198660-00052		3	5313804	9/14/2006	5313804	9/9/2007	9/30/2016	Published	4/30/2007
BUNGEE	Community Trademark	0198660-00051		3	5313721	9/14/2006	5313721	7/4/2007	9/30/2016	Registered	7/4/2007

+ May contain more than one class/goods number.

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TRADEMARK

REEL: 003685 FRAME: 0582

**DAVE XLABS LLC  
Melanie Bradley**

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Mark Name	Country	Client-Matter Number	Client Ref. Number	Class No.	Serial Number	Filing Date	Current Reg. Number	Current Reg. Date	Renewal Date	Sub Status	Sub Status Date
SEQUIN	Community Trademark	0198660-00053		3	5314703	9/14/2006	5314703	6/13/2007	9/30/2016	Registered	6/13/2007
L'ANZA	Great Britain	0198660-00003		3	1383549	5/6/1989	1383549	5/6/1989	5/6/2016	Renewed	5/6/2006
L'ANZA	Japan	0198660-00003		3	2000-105719	9/27/2000	4530917	12/21/2001	12/21/2011	Registered	12/21/2001
L'ANZA	Malaysia	0198660-00009		3	2003/13565	10/7/2003	2003/13565	2/24/2007	10/7/2013	Registered	2/24/2007
MAGIC BULLET	Mexico	0198660-00023		3	652693	4/21/2004	847127	4/21/2004	4/21/2014	Registered	4/21/2004
POLYESTER	Mexico	0198660-00050		3	806463	9/13/2006	955,655	9/13/2006	9/13/2016	Registered	9/13/2006
L'ANZA	Mexico	0198660-00018		3	657007	5/19/2004	861449	5/19/2004	5/19/2014	Registered	5/19/2004
L'ANZA	New Zealand	0198660-00003		3	250105	6/14/1995	250105	6/14/1995	6/14/2016	Renewed	6/14/2002
ROBERT DE LANZA	Norway	0198660-00003		3	19933351	11/4/1993	174562	6/27/1996	6/27/2016	Renewed	6/27/2006
L'ANZA	Norway	0198660-00003		3	19924700	9/18/1992	160293	11/25/2003	11/25/2013	Renewed	9/24/2003
L'ANZA	Poland	0198660-00037		3	272385	11/7/2003			11/7/2013	Suspended	1/22/2007
ROBERT DE LANZA	Poland	0198660-00003		3	Z-122537	6/22/1993	R-88735	6/22/2003	6/22/2013	Renewed	6/22/2003
CURLS & COLOR	Poland	0198660-00003		3	Z-122536	6/22/1993	R-74850	6/22/2003	6/22/2013	Renewed	6/22/2003
RE BALANCE	Poland	0198660-00003		3	122535	6/22/1993	90463	5/9/1996	6/22/2013	Registered	5/9/1996
LANZA	South Korea	0198660-00003		3	2002-0001023	1/9/2002	0550118	6/4/2003	6/4/2013	Registered	6/4/2003
L'ANZA	South Korea	0198660-00003		35	2003-0010455	5/19/2003	0105564	9/17/2004	9/17/2014	Registered	9/17/2004
ROBERT DE LANZA	Sweden	0198660-00003		3	199310300	11/2/1993	326477	3/6/1998	3/6/2008	Registered	3/6/1998
L'ANZA	Sweden	0198660-00003		3	199207983	9/11/1992	328244	9/25/1998	9/25/2008	Registered	9/25/1998
LANZA AND CHINESE CHARACTERS	Taiwan	0198660-00003		3	735080	11/16/1996	735080	11/16/1996	11/15/2016	Renewed	5/26/2006
HEALING MOISTURE	United States	0198660-00003		3	76/620,673	11/15/2004	3,160,998	10/17/2006	10/17/2016	Registered	10/17/2006
URBAN ELEMENTS	United States	0198660-00003		3	76/335,786	11/9/2001	2,604,750	8/6/2002	8/6/2012	Registered	8/6/2002
TRAUMA TREATMENT	United States	0198660-00038		3	78/569,559	2/17/2005	3,280,524	8/14/2007	8/14/2017	Registered	8/14/2007
HEALING COLOR	United States	0198660-00054		03	77/121,488	3/2/2007				Pending	3/2/2007
POLYESTER	United States	0198660-00047		3	78/967,889	9/6/2006				Allowed	8/14/2007
REFLEX	United States	0198660-00046		3	78/964,201	8/30/2006				Published	10/2/2007

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**TRADEMARK**

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**DAVE XI LABS LLC**  
**Melanie Bradley**  
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Mark Name	Country	Client-Matter Number	Client Ref. Number	Class No.	Serial Number	Filing Date	Current Reg. Number	Current Reg. Date	Renewal Date	Sub Status	Sub Status Date
SEQUIN	United States	0198660-00045		3	78/964,198	8/30/2006				Allowed	7/10/2007
BUNGEE	United States	0198660-00044		3	78/964,165	8/30/2006				Allowed	7/10/2007
HEALING COLORCARE	United States	0198660-00021		3	78/430,958	6/7/2004				Final Reject	4/10/2007
HEALING HAIRCARE	United States	0198660-00013		3	78/399,492	4/9/2004	3,131,355	8/15/2006	8/15/2016	Registered	8/15/2006
MAGIC BULLET	United States	0198660-00010		3	76/555,805	10/30/2003	3,083,231	4/18/2006	4/18/2016	Registered	4/18/2006
FINAL EFFECTS	United States	0198660-00003		3	76/335,579	11/9/2001	2,631,364	10/8/2002	10/8/2012	Registered	10/8/2002
THERMAL DEFENSE	United States	0198660-00003		3	76/285,527	7/17/2001	2,545,014	3/5/2002	3/5/2012	Registered	3/5/2002
KERATIN-BOND	United States	0198660-00003		3	73/698,938	12/4/1987	1,657,929	9/24/2001	9/24/2011	Renewed	9/24/2001
ULTIMATE TREATMENT	United States	0198660-00003		3	75/375,743	10/20/1997	2,201,461	11/3/1998	11/3/2008	Registered	11/3/1998
FLOWER SHIELD COMPLEX	United States	0198660-00003		3	76/620,699	11/15/2004	3,037,429	1/3/2006	1/3/2016	Registered	1/3/2006
ZERO WEIGHT GEL	United States	0198660-00042		3	75/405,368	12/15/1997	2,267,739	8/3/1999	8/3/2009	Registered	8/3/1999
L AND DESIGN	United States	0198660-00003		3	73/698,939	12/4/1987	1,527,645	3/7/1989	3/7/2009	Registered	3/7/1989
ROOT EFFECTS	United States	0198660-00003		3	75/565,950	10/7/1998	2,317,301	2/8/2000	2/8/2010	Registered	2/8/2000
ROBERT DE LANZA	United States	0198660-00003		3	74/377,002	4/8/1993	1,922,791	9/26/1995	9/26/2015	Renewed	7/26/2005
DEFRAG	United States	0198660-00003		3	76/093,424	7/24/2000	2,459,859	6/12/2001	6/12/2011	Abandoned	6/7/2007
L'ANZA	United States	0198660-00003		3	73/698,940	12/4/1987	1,565,350	11/14/1989	11/14/2009	Registered	11/14/1989
BE LONG	United States	0198660-00003		3	76/363,739	1/29/2002	2,680,465	1/28/2003	1/28/2013	Registered	1/28/2003
STRAIT-LINE	United States	0198660-00041		3	75/422,166	1/23/1998	2,265,719	7/27/1999	7/27/2009	Registered	7/27/1999
L'ANZA	Vietnam	0198660-00011		3	4-2003-11365	12/9/2003	71276	4/7/2006	12/9/2013	Registered	4/7/2006

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DAVEXLABS LLC  
Melanie Bradley

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Mark Name	Country	Client-Matter Number	Client Ref. Number	Class No.	Serial Number	Filing Date	Current Reg. Number	Current Reg. Date	Renewal Date	Sub Status	Sub Status Date
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Criteria ((StatusDescription] not in ('Inactive')) AND ((ClientName] in ('DAVEXLABS LLC'))

Order by Owner then CountryName

Record Count 64

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