

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
INTELLIGENT BEAUTY, LLC		02/29/2008	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TRIPLEPOINT CAPITAL LLC		
<b>Street Address:</b>	2755 Sand Hill Road		
<b>City:</b>	Menlo Park		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94025		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77492521	IQ DERMA	
<b>Serial Number:</b>	77461309	IQ DERMA CLEAR REMEDY	
<b>Serial Number:</b>	77512963	BEAUTY FIX	
<b>Serial Number:</b>	77512955	SKINTENSIVE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(650)833-2001		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	650-833-2247		
<b>Email:</b>	charlotte.fu@dlapiper.com		
<b>Correspondent Name:</b>	Charlotte X. Fu		
<b>Address Line 1:</b>	DLA Piper US LLP		
<b>Address Line 2:</b>	2000 University Avenue		
<b>Address Line 4:</b>	East Palo Alto, CALIFORNIA 94303		
<b>ATTORNEY DOCKET NUMBER:</b>	361496-41		

**CH \$115.00 77492521**

NAME OF SUBMITTER:	Charlotte X. Fu
Signature:	/s/ Charlotte X. Fu
Date:	07/25/2008
<b>Total Attachments: 7</b> source=TPC_IBL_IP AGMT_v2_20080725#page1.tif source=TPC_IBL_IP AGMT_v2_20080725#page2.tif source=TPC_IBL_IP AGMT_v2_20080725#page3.tif source=TPC_IBL_IP AGMT_v2_20080725#page4.tif source=TPC_IBL_IP AGMT_v2_20080725#page5.tif source=TPC_IBL_IP AGMT_v2_20080725#page6.tif source=TPC_IBL_IP AGMT_v2_20080725#page7.tif	



## PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is a Plain English Intellectual Property Security Agreement (this "Agreement") dated February 29, 2008 by and between TRIPLEPOINT CAPITAL LLC, a Delaware limited liability company and INTELLIGENT BEAUTY, LLC, a Delaware limited liability company.

The words "We", "Us", or "Our", refer to the grantee, which is TriplePoint Capital LLC. The words "You" or "Your" refer to the grantor, which is Intelligent Beauty, LLC and not any individual. The words "the Parties" refers to both TriplePoint Capital LLC and Intelligent Beauty, LLC. All the capitalized terms used, but not otherwise defined herein, are used in this Agreement with the same meaning as defined in the Loan Agreement (as defined below); provided that, as used herein, references to "You" and "Your" in the defined terms "Patents", "Patent Licenses", "Trademarks", "Trademark Licenses", "Copyrights" and "Copyright Licenses" shall mean and refer to Intelligent Beauty, LLC.

We have entered into a Plain English Growth Capital Loan and Security Agreement with Intelligent Beauty, Inc., a Delaware corporation, and Dermstore LLC, a Delaware limited liability company (together, the "Borrowers"), dated as of the date hereof (together with amendments, supplements, extensions and exhibits, collectively the "Loan Agreement"). You have guaranteed all of the obligations of the Borrowers under the Loan Agreement and otherwise pursuant to a Plain English Continuing Guaranty, dated as of the date hereof, in favor of Us (the "Guaranty") which Guaranty is secured by a security interest in substantially all of Your assets pursuant to, among other things, a Plain English Security Agreement dated as of the date hereof, by and among You, Us and the other guarantors party thereto (the "Security Agreement"). Pursuant to the Security Agreement, You have granted to Us a lien on and a security interest in all the present and future rights, title, and interest that You may now have or hereafter acquire in all Patents, Trademarks, and Copyrights.

In consideration for the mutual covenants and agreements contained in the Guaranty, the Security Agreement and this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

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### **I. GRANT OF SECURITY INTEREST**

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You grant to Us a lien upon and continuing security interest in all of Your right, title, and interest in, to and under all of the following (all of the following items of property collectively will be referred to as the "Intellectual Property Collateral"), whether now existing or hereafter arising or acquired:

- ⇒ all Patents and Patent Licenses, including specifically those listed on the attached Schedule A;
- ⇒ all Trademarks and Trademark Licenses, including specifically those listed on the attached Schedule B;
- ⇒ all Copyrights and Copyright Licenses, including specifically those listed on the attached Schedule C;
- ⇒ the right to sue for past, present and future infringements of the foregoing and all rights corresponding thereto throughout the world; and
- ⇒ all Proceeds.

You represent and warrant to Us that Schedules A, B, and C attached hereto set forth any and all Intellectual Property Collateral that You own or control, including (a) rights in any issued Patent, registered Trademark, or registered Copyright or (b) rights in an application filed with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This security interest is granted to secure the Secured Obligations as that term is defined in the Security Agreement.

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**2. RESERVED**

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[Reserved]

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**3. OUR RIGHT TO SUE**

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From and after an Event of Default and while it is continuing, subject to the terms of the Security Agreement, We shall have the right, but shall in no way be obligated, to bring suit in Our own name to enforce Your rights in the Intellectual Property Collateral. If We commence any such suit, You shall, at Our request, do all lawful acts and execute and deliver all proper documents or information that may be necessary or desirable to aid Us in such enforcement. You shall promptly, upon demand, reimburse and indemnify Us for all of Our costs and expenses, including reasonable attorneys' fees, related to Our exercise of the above mentioned rights.

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**4. FURTHER ASSURANCES**

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You will from time to time execute, deliver and file, alone or with Us, any security agreements, or other documents to perfect and give priority to Our lien on the Intellectual Property Collateral. You will from time to time obtain any instruments or documents as We may reasonably request, and take all further action that may be reasonably necessary or desirable, or that We may request, to carry out more effectively the provisions and purposes of this Agreement or any other related agreements or to confirm, perfect, preserve and protect the liens granted to Us.

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**5. MODIFICATION**

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This Agreement can only be altered, amended or modified in a writing signed by the Parties. Notwithstanding the foregoing however, You hereby irrevocably appoint Us (and any of Our designated officers, agents or employees) as Your true and lawful attorney to modify, in Our sole discretion, this Agreement without first obtaining Your approval of or signature to such modification by amending Schedules A, B, and C to this Agreement, as appropriate, to include reference to any right, title or interest in any Intellectual Property Collateral acquired by You before or after the execution hereof or to delete any reference to any right, title or interest in any Intellectual Property Collateral in which You no longer have or claim to have any right, title or interest. The appointment of Us as Your attorney in fact, and each and every one of Our rights and powers, being coupled with an interest, is irrevocable.

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**6. BINDING EFFECT; REMEDIES NOT EXCLUSIVE**

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This Agreement shall be binding upon You and Your respective successors and assigns, and shall inure to the benefit of Us, and Our nominees and assigns.

Our rights and remedies with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement, the Security Agreement and the other Loan Documents, and those which are now or hereafter available to Us as a matter of law or equity. Each of Our rights, powers and remedies provided for herein or in the Loan Agreement, the Security Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Us of any one or more of the rights, powers or remedies provided for in this Agreement, the Loan Agreement, the Security Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Us, of any or all other rights, powers or remedies.

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**7. GOVERNING LAW; COUNTERPARTS**

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This Agreement shall be deemed made and accepted in and shall be governed by and construed in accordance with the laws of the State of California and (where applicable) the laws of the United States of America.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

*(Signature Page to Follow)*

IN WITNESS WHEREOF, You have duly executed this Agreement as of the date first set forth above.

You: INTELLIGENT BEAUTY, LLC  
Signature: Adam Goldenberg  
Print Name: Adam Goldenberg  
Title: Co-CEO

[SIGNATURE PAGE TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT]

**SCHEDULE A**

**To Plain English Intellectual Property Security Agreement  
Between Intelligent Beauty, LLC  
and TriplePoint Capital LLC**

**PATENTS AND PATENT APPLICATIONS**

**PATENTS**

None.

**PATENT APPLICATIONS**

None.

**SCHEDULE B**

**To Plain English Intellectual Property Security Agreement  
Between Intelligent Beauty, LLC  
and TriplePoint Capital LLC**

**TRADEMARKS AND TRADEMARK APPLICATIONS**

**TRADEMARKS**

None.

**TRADEMARK APPLICATIONS**

<u>Name</u>	<u>Date Filed</u>	<u>Serial Number</u>	<u>Status</u>
FIRMACEUTICALS	January 14, 2008	77371410	Pending
INTELLIGENT BEAUTY	January 14, 2008	77371466	Pending
IQ	April 8, 2007	77151449	Pending
IQ and design	April 2, 2007	77146594	Pending
IQ and design	April 8, 2007	77151450	Pending
KRONOS	May 4, 2007	77173391	Pending
RAW COLOR	September 30, 2005	78724559	Pending
RAW HAIR CARE	May 4, 2007	77173411	Pending
RAW MINERALS	March 23, 2007	77139498	Pending
RAW NATURAL	May 4, 2007	77173400	Pending
RAW NATURAL BEAUTY	May 4, 2007	77173366	Pending
RAW SKIN CARE	May 4, 2007	77173408	Pending
IQ DERMA	June 6, 2008	77492521	Pending •
IQ DERMA CLEAR REMEDY	April 29, 2008	77461309	Pending •
BEAUTY FIX	July 1, 2008	77512963	Pending •
SKINTENSIVE	July 1, 2008	77512955	Pending •



**SCHEDULE C**  
**To Plain English Intellectual Property Security Agreement**  
**Between Intelligent Beauty, LLC**  
**and TriplePoint Capital LLC**

**COPYRIGHTS AND COPYRIGHT APPLICATIONS APPLICATIONS**

**COPYRIGHT REGISTRATIONS**

None.

**APPLICATIONS FOR COPYRIGHT REGISTRATIONS**

None.