

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
BLUSH MEDIA, LLC		07/25/2008	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	TRIPLEPOINT CAPITAL LLC		
Street Address:	2755 Sand Hill Road		
City:	Menlo Park		
State/Country:	CALIFORNIA		
Postal Code:	94025		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77487902	BLUSH	
CORRESPONDENCE DATA			
Fax Number:	(650)833-2001		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	650-833-2247		
Email:	charlotte.fu@dlapiper.com		
Correspondent Name:	Charlotte X. Fu		
Address Line 1:	DLA Piper US LLP		
Address Line 2:	2000 University Avenue		
Address Line 4:	East Palo Alto, CALIFORNIA 94303		
ATTORNEY DOCKET NUMBER:	361496-41		
NAME OF SUBMITTER:	Charlotte X. Fu		
Signature:	/s/ Charlotte X. Fu		

CH 77487902 \$40.00

Date:

07/31/2008

Total Attachments: 7

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PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is a Plain English Intellectual Property Security Agreement (this "Agreement") dated July 25, 2008 by and between TRIPLEPOINT CAPITAL LLC, a Delaware limited liability company and BLUSH MEDIA, 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 Blush Media, LLC and not any individual. The words "the Parties" refers to both TriplePoint Capital LLC and Blush Media, 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 Blush Media, 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 February 29, 2008 (together with amendments, supplements, extensions and exhibits, collectively the "Loan Agreement"). You have entered into a Plain English Joinder with Intelligent Beauty, LLC, a Delaware limited liability company, and Us dated as of the date hereof, pursuant to which You have become a "Guarantor" under each of a Plain English Continuing Guaranty, dated as of February 29, 2008, by and among You, Us and the other guarantors party thereto (the "Guaranty") and a Plain English Security Agreement dated as of February 29, 2008, by and among You, Us and the other guarantors party thereto (the "Security Agreement"). Pursuant to the Guaranty, you have guaranteed all of the obligations of the Borrowers to Us under the Loan Agreement and otherwise. Pursuant to the Security Agreement, You have agreed to grant to Us, as security for the Guaranty, a Lien upon and a security interest in substantially all of Your assets including any 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:

1. GRANT OF SECURITY INTEREST

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.

2. RESERVED

[Reserved]

3. OUR RIGHT TO SUE

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.

4. FURTHER ASSURANCES

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.

5. MODIFICATION

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 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.

6. BINDING EFFECT; REMEDIES NOT EXCLUSIVE

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.

7. GOVERNING LAW; COUNTERPARTS

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: **BLUSH MEDIA, LLC**

By: **INTELLIGENT BEAUTY, INC.**, its sole Member

Signature: Adam Goldenberg
Print Name: Adam Goldenberg
Title: CEO

[SIGNATURE PAGE TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT]

SCHEDULE A

To Plain English Intellectual Property Security Agreement
Between Blush Media, LLC
and TriplePoint Capital LLC

PATENTS AND PATENT APPLICATIONS

PATENTS

None.

PATENT APPLICATIONS

None.

SCHEDULE B

To Plain English Intellectual Property Security Agreement
Between Blush Media, 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>
Blush	5/30/08	77487902	Pending

SCHEDULE C
To Plain English Intellectual Property Security Agreement
Between Blush Media, LLC
and TriplePoint Capital LLC

COPYRIGHTS AND COPYRIGHT APPLICATIONS

COPYRIGHT REGISTRATIONS

None.

APPLICATIONS FOR COPYRIGHT REGISTRATIONS

None.