

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NewStar Financial, Inc., as Adminstrative and Collateral Agent		08/12/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Woodridge Labs, Inc.
Street Address:	16217 KITTRIDGE STREET
City:	VAN NUYS
State/Country:	CALIFORNIA
Postal Code:	91406
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	3283545	DERMAFREEZE 365
Registration Number:	2642191	FIRMINOL-10
Registration Number:	3399601	PROLIGHTEN
Registration Number:	3083623	PSSSSSST
Registration Number:	0852910	PSSSSSST
Registration Number:	2350277	STOPPERS4
Registration Number:	2192717	STOPPERS-4
Registration Number:	2664650	TURBOSHAVE
Registration Number:	2318576	VITA-K SOLUTION
Registration Number:	3169570	THE BATH LOUNGE
Serial Number:	78713625	COSMANIA
Serial Number:	78697859	PRE-KINI
Serial Number:	78691979	VIRTUAL LASER
Serial Number:	78691977	WRINKL-EEZ

OP \$365.00 3283545

TRADEMARK

CORRESPONDENCE DATA

Fax Number: (617)951-8736

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 617-951-8464

Email: paula.mazzeo@bingham.com

Correspondent Name: Paula A. Mazzeo

Address Line 1: One Federal Street

Address Line 2: c/o Bingham McCutchen LLP

Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Paula A. Mazzeo
Signature:	/PAMazzeo/
Date:	08/14/2008

Total Attachments: 3

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TERMINATION AND RELEASE OF
INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Termination and Release") dated as of August 12, 2008, from NEWSTAR FINANCIAL, INC., as administrative agent and collateral agent for the benefit of Secured Parties (hereinafter, together with its successors as administrative agent and collateral agent for the benefit of Secured Parties, called the "Administrative Agent") to WOODRIDGE LABS, INC., a Delaware corporation (the "Grantor").

WITNESSETH:

WHEREAS, pursuant to (a) that certain Credit Agreement, dated as of March 9, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") between the Grantor and Administrative Agent, and (b) that certain Security Agreement, dated as of March 9, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") between the Grantor and Administrative Agent, the Grantor entered into that certain Intellectual Property Security Agreement, dated as of March 9, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "IP Agreement"), in favor of the Administrative Agent, which IP Agreement was recorded with the United States Patent and Trademark Office on March 10, 2006 in Reel 3265 and Frame 0017;

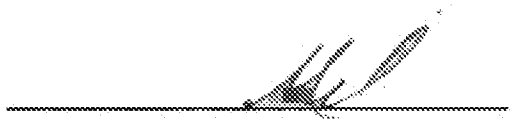
WHEREAS, pursuant to the IP Agreement, the Grantor granted to the Administrative Agent a security interest in all of its right, title and interest in, to and under the trademark registrations and applications listed on Schedule A attached hereto (collectively, the "Trademark Collateral"); and

WHEREAS, the Administrative Agent now desires to terminate and release the entirety of its Lien upon the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent hereby agrees as follows:

1. Definitions. All capitalized terms not defined in this document shall have the meaning assigned to them in the Security Agreement or, if not defined therein, in the Credit Agreement.
2. Release of Security Interest. The Administrative Agent hereby terminates, releases and discharges its Lien upon the Trademark Collateral without representation, warranty or recourse of any kind or nature.

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SCHEDULE A

I. TRADEMARK REGISTRATIONS.

<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
DERMAFREEZE 365 (Block Letters)	3283545	15-Sep-06
FIRMINOL - 10 (and Design)	2642191	29-Oct-02
PROLIGHTEN (Block Letters)	3399601	18-Mar-08
PSSSSSST (Block Letters)	3083623	18-Apr-06
PSSSSSST	852910	16-Jul-68
STOPPERS-4 (Stylized)	2350277	16-May-00
STOPPERS-4	2192717	29-Sep-98
TURBOSHAVE	2664650	17-Dec-02
VITA-K SOLUTION	2318576	15-Feb-00
THE BATH LOUNGE	3169570	11-Nov-06

II. TRADEMARK APPLICATIONS.

<u>Mark</u>	<u>Application No.</u>	<u>Date</u>
COSMANIA	78/713625	15-Sep-05
PRE-KINI (Block Letters)	78/697859	22-Aug-05
VIRTUAL LASER (Block Letters)	78/691979	12-Aug-05
WRINKL-EEZ (Block Letters)	78/691977	12-Aug-05