

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Private Label Cosmetics, Inc.		03/04/2009	CORPORATION: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Marquette Business Credit, Inc.		
<b>Street Address:</b>	5910 N. Central Expressway		
<b>Internal Address:</b>	Suite 1780		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75206		
<b>Entity Type:</b>	CORPORATION: MINNESOTA		
<b>PROPERTY NUMBERS Total: 67</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Serial Number:	78668503	BREATHING BEAUTY	
Serial Number:	78633460	POLE POSITION	
Serial Number:	78630029	DREAM FINISH	
Serial Number:	78630012	DREAM WEAR	
Serial Number:	78629997	DREAMWEAR	
Serial Number:	78629905	REVIZAMINERX	
Serial Number:	78623085	NATIONAL GENECULAR INSTITUTE, INC.	
Serial Number:	78622923	GENECULAR	
Serial Number:	78609840	FIRMAIRE	
Serial Number:	78576591	REVISIONARY	
Serial Number:	78516088	AIRE FINISH	
Serial Number:	78516030	THERACOVER RX	
Serial Number:	78504666	UNDERCOVER BEAUTY	

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Serial Number:	78486299	DREAMLINE
Serial Number:	78476702	CROSS-PIGMENT FACTOR COLOR SYSTEM
Serial Number:	78452635	RENEW DERMATOLOGY CLINICS
Serial Number:	78452160	RENEW
Serial Number:	78446419	SKIN PRIMER
Serial Number:	78416060	OXYGEN MASK
Serial Number:	78415988	OZONE
Serial Number:	78415970	MILE HIGH
Serial Number:	78415963	JET LINER
Serial Number:	78415951	STEALTH COVER
Serial Number:	78415936	SECRET WEAPON
Serial Number:	78415916	RUNWAY FINISH
Serial Number:	78415895	SUPERTONIC
Serial Number:	78415879	CLEAR SKIES AHEAD
Serial Number:	78415859	LIFTOFF
Serial Number:	78409382	MAKEOVER RADIO
Serial Number:	78405689	COMECLEAN
Serial Number:	78405662	FACEFORWARD
Serial Number:	78405641	FACEFIRST
Serial Number:	78404741	DREAMLINER
Serial Number:	78398961	PITSTOP
Serial Number:	78372692	AFFIRM FOUNDATION
Serial Number:	78369526	LYCOGEL
Serial Number:	78366270	JETSET
Serial Number:	78366243	AIRLINE
Serial Number:	78365009	FIRSTCOVER
Serial Number:	78364934	SKINFIRST
Serial Number:	78354190	KNAPP-NICOSIA
Serial Number:	78353351	GENRE
Serial Number:	78346752	DERMACIA
Serial Number:	78338002	MICRO PIGMENTS
Serial Number:	78336670	LYCO SCIENCE
Serial Number:	77244737	GENRE
Serial Number:	77333479	FRESH AND BEAUTIFUL
Serial Number:	77333447	BEAUTIFUL AND GREEN

Serial Number:	77324112	LYCO4
Serial Number:	77324104	LYCO3
Serial Number:	77259823	ACTIVAIR
Serial Number:	77259801	BEAUTY THAT BREATHES
Serial Number:	77251700	LYCOLOGY
Serial Number:	77189915	IRALMOSAICS
Serial Number:	77181355	LYCO2 4X OXYGEN
Serial Number:	77163582	LYCOGEL
Serial Number:	77163546	DERMACIA
Serial Number:	77134536	LS LYCO SCIENCE
Serial Number:	77129423	LYCOGEL
Serial Number:	77127531	DERMACIA
Serial Number:	77115134	LYCO2
Serial Number:	76691892	LYCOLOGY
Serial Number:	76691891	BEAUTIFUL & GREEN
Serial Number:	76691890	B&G FOR MEN
Serial Number:	76553814	O2 SKINCARE
Serial Number:	76553807	LUMAIRE
Serial Number:	76553806	O2 COSMECEUTICALS

**CORRESPONDENCE DATA**

Fax Number: (804)344-7999  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 804-788-8331  
Email: HWRITM@hunton.com  
Correspondent Name: Stephen P. Demm - Hunton & Williams LLP  
Address Line 1: 951 East Byrd Street  
Address Line 2: Riverfront Plaza, East Tower  
Address Line 4: Richmond, VIRGINIA 23219-4074

ATTORNEY DOCKET NUMBER:	71531.10
NAME OF SUBMITTER:	Stephen P. Demm
Signature:	/Stephen P. Demm/
Date:	06/15/2009

Total Attachments: 5  
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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("Agreement") dated as of March 4, 2009, is between PRIVATE LABEL COSMETICS, INC., a New Jersey corporation (the "Debtor") and MARQUETTE BUSINESS CREDIT, INC. (the "Secured Party"), pursuant to that certain Loan and Security Agreement dated as of June 13, 2007 (as amended, restated, or otherwise modified, the "Loan Agreement") between the Debtor and the Secured Party (capitalized terms defined by the Loan Agreement wherever used in this Agreement, unless otherwise defined in this Agreement, shall have the meanings specified in the Loan Agreement).

### R E C I T A L S:

Pursuant to the terms of the Loan Agreement, the Debtor has granted to the Secured Party a lien and security interest in all general intangibles of the Debtor, including, without limitation, all of the Debtor's right, title, and interest in, to, and under all now owned and hereafter acquired trademarks (each such trademark, a "Trademark"), together with the goodwill of the business symbolized by the Debtor's Trademarks, and trademark licenses (each such trademark license, a "Trademark License"), and all products and proceeds thereof, to secure the payment of the Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor hereby grants to the Secured Party a lien and a continuing security interest in all of the Debtor's right, title, and interest in, to, and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each Trademark, trademark registration ("Trademark Registration"), and trademark application ("Trademark Application"), including, without limitation, each Trademark, Trademark Registration, and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby; and

(2) each Trademark License, to the extent allowable under the applicable license agreement, including, without limitation, each Trademark License referred to in Schedule 1 annexed hereto; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by the Debtor against third parties for past, present, or future: (a) infringement, dilution, or breach of any Trademark, Trademark Registration, Trademark Application, and Trademark License, including, without limitation, any Trademark, Trademark Registration, and Trademark License referred to in Schedule 1 annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule 1 annexed hereto; or (b) injury to the goodwill associated with any Trademark, Trademark Registration, and Trademark Application.

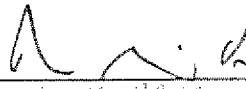
The lien and security interest created by this Agreement is granted in conjunction with the liens and security interests granted to the Secured Party pursuant to the Loan Agreement.

The Debtor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and made effective as of the date first written above.

DEBTOR:

PRIVATE LABEL COSMETICS, INC.

By:   
Name: TIM MORRIS  
Title: CHAIRMAN

SECURED PARTY:

MARQUETTE BUSINESS CREDIT, INC.

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

The lien and security interest created by this Agreement is granted in conjunction with the liens and security interests granted to the Secured Party pursuant to the Loan Agreement.

The Debtor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and made effective as of the date first written above.

DEBTOR:

PRIVATE LABEL COSMETICS, INC.

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

SECURED PARTY:

MARQUETTE BUSINESS CREDIT, INC.

By: D. C. Cooney  
Name: D. C. Cooney  
Title: Loan Officer

Schedule I  
to  
Trademark Security Agreement

**TRADEMARKS**

<u>Serial Number</u>	<u>Mark</u>
78668503	BREATHING BEAUTY
78633460	POLE POSITION
78630029	DREAM FINISH
78630012	DREAM WEAR
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78346752	DERMACIA
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76691890	B&G FOR MEN
76553814	02 SKINCARE
76553807	LUMAIRE
76553806	02 COSMECEUTICALS

**TRADEMARK APPLICATIONS**

None

**TRADEMARK LICENSES**

None