

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
Ilex Consumer Products Group, LLC		10/27/2009	LIMITED LIABILITY COMPANY: MARYLAND

RECEIVING PARTY DATA

Name:	Fifth Third Bank
Street Address:	222 S. Riverside Plaza
Internal Address:	33rd Floor, MD GRVR31
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Ohio Banking Corporation: OHIO

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Serial Number:	78836764	TAKE ME AWAY!
Registration Number:	2234974	GREEN TEATHERAPHY
Serial Number:	78883306	GET JUIC'D
Serial Number:	77442904	NOURISH YOUR SKIN AND SOOTHE YOUR SOUL
Registration Number:	3132719	AHH...SPA!
Registration Number:	3141759	MMMMM!
Registration Number:	3101791	THE HEALING GARDEN IN BLOOM
Registration Number:	3298842	ORGANICS WILD HONEY
Registration Number:	3169986	PASSION ROSE
Registration Number:	2846359	PERFECT CALM
Registration Number:	2193508	TAKE ME AWAY!

CORRESPONDENCE DATA

900149866

**TRADEMARK
 REEL: 004113 FRAME: 0851**

OP \$290.00 78836764

Fax Number: (202)659-1559
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (734) 623-1938
Email: trademark@dickinsonwright.com, jnishi@dickinsonwright.com,
nhudge@dickinsonwright.com
Correspondent Name: John C. Nishi, Esq.
Address Line 1: 1875 Eye Street, N.W., Suite 1200
Address Line 2: International Square
Address Line 4: Washington, DISTRICT OF COLUMBIA 20006

ATTORNEY DOCKET NUMBER:	61447-009
NAME OF SUBMITTER:	John C. Nishi
Signature:	/John C. Nishi/
Date:	12/14/2009

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT, dated as of October 27, 2009 between ILEX CONSUMER PRODUCTS GROUP, LLC (the "**Borrower**") and FIFTH THIRD BANK (the "**Lender**").

Reference is made to the Secured Credit Agreement dated as of October 27, 2009 (as amended, supplemented or otherwise modified from time to time, the "**Secured Credit Agreement**"), between the Borrower and the Lender. The Lender has agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Secured Credit Agreement. The obligation of the Lender to extend such credit is conditioned upon, among other things, the execution and delivery of this Agreement. Accordingly, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Secured Credit Agreement.

SECTION 2. **Grant of Security Interest.** As security for the payment or performance, as the case may be, in full of the Indebtedness, the Borrower, pursuant to the Secured Credit Agreement, did and hereby does grant to the Lender, its successors and assigns, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Borrower or in which the Borrower now has or at any time in the future may acquire any right, title or interest (collectively, the "**Trademark Collateral**");

all trademarks, trademark registrations, recordings, applications, tradenames, trade styles, corporate names, business name, service marks, logos and any other designs or sources of business identities, prints, and labels (on which any of the foregoing may appear) described on Schedule I attached hereto, all reissues and renewals thereof, all licenses thereof, all other general intangible, intellectual property and other rights pertaining to any of the foregoing, together with the goodwill associated therewith, and all income, royalties, and other proceeds of any of the foregoing (the "**Trademarks**").

SECTION 3. **Secured Credit Agreement.** The security interests granted to the Lender herein are granted in furtherance, and not in limitation of, the security interests granted to the Lender pursuant to the Secured Credit Agreement; *provided, however*, that nothing in this Agreement shall expand, limit or otherwise modify the security interests granted in the Secured Credit Agreement. The Borrower hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the Trademark Collateral are more fully set forth in the Secured Credit Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Secured Credit Agreement, the terms of the Secured Credit Agreement shall govern.

SECTION 4. **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. Delivery of an executed counterpart of a signature page of this Agreement by telecopier or electronic image scan transmission (such as a "pdf" file) will be effective as delivery of a manually executed original counterpart of this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement as of the day and year first above written.

ILEX CONSUMER PRODUCTS GROUP,
LLC

By: 

Name: Joseph Mathews
Title: Managing Director

Address:
323 W. Camden Street
Suite 700
Baltimore, MD 21201

FIFTH THIRD BANK

By: _____

Name: Philip Renwick
Title: Vice President

Address:
222 S. Riverside Plaza,
33rd Floor, MD GRVR31,
Chicago, Illinois 60606

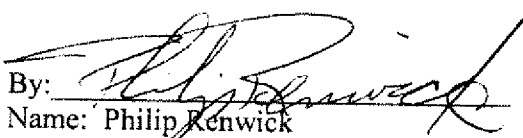
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ILEX CONSUMER PRODUCTS GROUP,
LLC

By: _____
Name: Joseph Mathews
Title: Managing Director

Address:
323 W. Camden Street
Suite 700
Baltimore, MD 21201

FIFTH THIRD BANK

By: 
Name: Philip Kenwick
Title: Vice President

Address:
222 S. Riverside Plaza,
33rd Floor, MD GRVR31,
Chicago, Illinois 60606

Schedule I

TRADEMARKS

<u>Jurisdiction</u>	<u>Trademark</u>	<u>Serial or Registration Number</u>
Canada	AHH...SPA!	TMA646,572
Canada	Collagen Peptide Complex	1288657
Canada	GET JUIC'D	1301588
Canada	Green Teatherapy	TMA526,770
Canada	Jasminetherapy	TMA526,771
Canada	Lavendertherapy	TMA 526,875
Canada	Mmmmm!	1274697
Canada	NOURISH YOUR SKIN AND SOOTHE YOUR SOUL	1396884
Canada	Organics Wild Honey & Device	1231569
Canada	PASSION ROSE	1277894
Canada	Perfect Calm	TMA627,205
Canada	SKIN ORGANICS	1263309
Canada	TAKE ME AWAY!	1313790
Canada	Tangerinetherapy	TMA526,752
Canada	The Healing Garden	TMA534,486
Canada	THE HEALING GARDEN IN BLOOM	TMA659,935
Canada	The Healing Garden Waters	TMA629,166
United States	Take Me Away!	78/836,764
United States	Green TeaTherapy	2,234,974
United States	Get Juic'd	78/883,306
United States	Nourish Your Skin and Southe Your Soul	77/442,904
United States	Ahh ... Spa!	3,132,719

United States	Gingerlily Theraphy	2,663,543
United States	Gingerlily Theraphy design	2,649,759
United States	Mmmmm!	3,141,759
United States	The Healing Garden in Bloom	3,101,791
United States	Organics Wild Honey & Device	78/488,637 3,298,842
United States	Passion Rose	3,169,986
United States	Perfect Calm	2,846,359
United States	take me away!	2,193,508

ANNARBOR 61447-9 111831

Ilex Consumer Products Group, LLC - Maryland
LLC

By: [Signature]
Name: Joseph Mathews
Title: Managing Director

Address:
323 W. Camden Street
Suite 700
Baltimore, MD 21201

copy to:

Venable LLP
750 E. Pratt Street
Suite 900
Baltimore, MD 21202
Attn: Michael Baader, Esq.

Fifth Third Bank

By: [Signature]
Its: VICEPRESIDENT

Address:
222 S. Riverside Plaza,
33rd Floor, MD GRVR31,
Chicago, Illinois 60606

File
61447-9