

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Amended and Restated Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Ilex Consumer Products Group, Inc.		01/06/2011	CORPORATION: DELAWARE
Ilex Consumer Products Group, LLC		01/06/2011	LIMITED LIABILITY COMPANY: MARYLAND
St. Josephs Health Products, LLC		01/06/2011	LIMITED LIABILITY COMPANY: MARYLAND

**RECEIVING PARTY DATA**

<b>Name:</b>	Fifth Third Bank, as a lender and as agent
<b>Street Address:</b>	222 S. Riverside Plaza
<b>Internal Address:</b>	33rd Floor, MD GRVR31
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60606
<b>Entity Type:</b>	Banking Corporation: OHIO

**PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark
<b>Serial Number:</b>	77936532	NOURISH YOUR SKIN AND SOOTHE YOUR SOUL
<b>Registration Number:</b>	2490666	THE HEALING GARDEN
<b>Registration Number:</b>	3101791	THE HEALING GARDEN IN BLOOM
<b>Registration Number:</b>	3132719	AHH...SPA!
<b>Registration Number:</b>	3141759	MMMMM!
<b>Registration Number:</b>	3169986	PASSION ROSE
<b>Registration Number:</b>	3253315	TAKE ME AWAY!
<b>Registration Number:</b>	3298842	ORGANICS WILD HONEY
<b>Registration Number:</b>	2193508	TAKE ME AWAY!
<b>Registration Number:</b>	2234974	GREEN TEATHERAPHY

**TRADEMARK**

**900181701**

**REEL: 004456 FRAME: 0084**

CH \$340.00 77936532

Registration Number:	0436204	ST. JOSEPH
Registration Number:	1795568	SJ
Registration Number:	3836842	LET'S GO FOR 81

**CORRESPONDENCE DATA**

Fax Number: (312)609-5005  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 312-609-7897  
Email: hmiller@vedderprice.com  
Correspondent Name: Holly Miller  
Address Line 1: 222 North LaSalle Street - 24th Floor  
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	31417.00.0042/HMM/DS
NAME OF SUBMITTER:	Holly Miller
Signature:	/Holly Miller/
Date:	01/19/2011

**Total Attachments: 6**

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## AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

**THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT** (this "Agreement"), dated as of January 6, 2011 is among **ILEX CONSUMER PRODUCTS GROUP, INC., ILEX CONSUMER PRODUCTS GROUP, LLC** and **ST. JOSEPHS HEALTH PRODUCTS, LLC** (collectively, the "Borrowers") and **FIFTH THIRD BANK**, for itself as a Lender and as Agent (the "Agent").

Reference is made to that certain Amended and Restated Loan and Security Agreement, dated of even date herewith, which amends and restates that certain Secured Credit Agreement dated as of October 27, 2009 (as amended, supplemented or otherwise modified from time to time, collectively, the "Loan Agreement"). The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Loan Agreement. The obligations of the Lenders 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 Loan 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 Borrowers, pursuant to the Loan Agreement, did and hereby does grant to the Agent, for itself and the Lenders, 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 Borrowers or in which the Borrowers 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.

**Section 3. Loan Agreement.** The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Loan Agreement; provided, however, that nothing in this Agreement shall expand, limit or otherwise modify the security interests granted in the Loan Agreement. The Borrower hereby acknowledges and affirms that the rights and remedies of the Agent and the Lenders with respect to the Trademark Collateral are more fully set forth in the Loan 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 Loan Agreement, the terms of the Loan Agreement shall govern.

**Section 4. Amended and Restated Agreement.** This Agreement amends and restates in its entirety that certain Trademark Security Agreement dated as of October 27, 2009 between Ilex Consumer Products Group, LLC and Lender (the "Prior Agreement"). The rights and obligations of the parties evidenced by the Prior Agreement are continuing and evidenced hereby, and nothing herein shall be deemed to constitute a payment, settlement or novation of the Prior Agreement, or to release or otherwise adversely affect any lien or security interest described therein. Additional Trademark Collateral in connection with the Acquisition described in the Loan Agreement is set forth in Section B of Schedule 1 attached hereto and incorporated herein.

**Section 5. 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.

*(Signature page to Amended and Restated Trademark Security Agreement)*

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

**BORROWERS:**

**ILEX CONSUMER PRODUCTS GROUP,  
INC., a Delaware corporation**

By:   
Richard Foster  
President

**ILEX CONSUMER PRODUCTS GROUP,  
LLC, a Maryland limited liability company**

By: Ilex Consumer Products Group, Inc.  
Its: General Manager

By:   
Richard Foster  
President

**ST. JOSEPHS HEALTH PRODUCTS, LLC, a  
Maryland limited liability company**

By:   
Joseph Mathews  
Co-Chief Executive Officer

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

*(Signature page to Amended and Restated Trademark Security Agreement)*

**AGENT:**

**FIFTH THIRD BANK**

By: 

Philip Renwick  
Vice President

**Address:**

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

CHICAGO#2146309

**TRADEMARK**  
**REEL: 004456 FRAME: 0089**

**SCHEDULE I  
TRADEMARKS**

**See Attached.**

A. Trademarks Prior to Acquisition			
Trademark	Jurisdiction	Serial No. or Reg. No.	Ownership
ORGANICS WILD HONEY and Design	Canada	1231569	Ilex Consumer Products Group, LLC
MMMMMI	Canada	1274697	Ilex Consumer Products Group, LLC
NOURISH YOUR SKIN AND SOOTHE YOUR SOUL	Canada	1396884	Ilex Consumer Products Group, LLC
TANGERINETHERAPY	Canada	TMA526752	Ilex Consumer Products Group, LLC
GREEN TEATHERAPY	Canada	TMA526770	Ilex Consumer Products Group, LLC
JASMINETHERAPY	Canada	TMA526771	Ilex Consumer Products Group, LLC
LAVENDERTHERAPY	Canada	TMA526875	Ilex Consumer Products Group, LLC
THE HEALING GARDEN	Canada	TMA534486	Ilex Consumer Products Group, LLC
PERFECT CALM	Canada	TMA627205	Ilex Consumer Products Group, LLC
THE HEALING GARDEN WATERS	Canada	TMA629166	Ilex Consumer Products Group, LLC
AHH...SPA!	Canada	TMA646572	Ilex Consumer Products Group, LLC
THE HEALING GARDEN IN BLOOM	Canada	TMA659935	Ilex Consumer Products Group, LLC
TAKE ME AWAY!	Canada	TMA703424	Ilex Consumer Products Group, LLC
NOURISH YOUR SKIN AND SOOTHE YOUR SOUL	United States	77/936532	Ilex Consumer Products Group, LLC
THE HEALING GARDEN	United States	2490666	Ilex Consumer Products Group, LLC
THE HEALING GARDEN IN BLOOM	United States	3101791	Ilex Consumer Products Group, LLC
AHH...SPA!	United States	3132719	Ilex Consumer Products Group, LLC
MMMMMI	United States	3141759	Ilex Consumer Products Group, LLC
PASSION ROSE	United States	3169986	Ilex Consumer Products Group, LLC
TAKE ME AWAY!	United States	3253315	Ilex Consumer Products Group, LLC
ORGANICS WILD HONEY and Design	United States	3298842	Ilex Consumer Products Group, LLC
TAKE ME AWAY!	United States	2193508	Ilex Consumer Products Group, LLC
GREEN TEATHERAPY	United States	2234974	Ilex Consumer Products Group, LLC

B. Trademarks After Acquisition			
Trademark	Jurisdiction	Serial No. or Reg. No.	Ownership
ST. JOSEPH	United States	436,204	St. Josephs Health Products, LLC
SJ	United States	1,795,568	St. Josephs Health Products, LLC
LETS GO FOR 81 & BANNER LOGO	United States	3836842	St. Josephs Health Products, LLC
ST. JOSEPH	Puerto Rico	5964	St. Josephs Health Products, LLC.*

\* Current owner as reflected by Puerto Rican Trademark Office records is Plough, Inc., although McNeil-PPC ("McNeil") is the actual owner. McNeil and St. Josephs Health Products ("Health") will use commercially reasonable efforts to update the records to ensure that McNeil may properly transfer the trademark to Health. McNeil will use their commercially reasonable efforts to secure for the benefit of Health a new registration of any trademark right with respect to which such update is not obtained.

C. Licenses

All right, title, and interest, as licensee, to: (1) that certain sub-license for the right to use certain trademarks, dated July 1, 1997, by and between Benckiser Marken GmbH & Co. KG and Coty, Inc. and (2) that certain consent and amendment agreement, dated January 11, 2007, by and among Calgon Corporation, Reckitt Benckiser N.V., Joh A. Benckiser, SE, Coty, Inc., Coty US, LLC, and Coty Canada Inc., assigned to Ilex Consumer Products Group, LLC ("Ilex") pursuant to that certain Assignment of Trademark License Agreement, dated November 26, 2008, by and between Ilex and Lander Intagibles Corporation.