

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
TOTAL BEAUTY MEDIA, INC.		05/20/2011	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	SQUARE 1 BANK
<b>Street Address:</b>	406 Blackwell Street
<b>Internal Address:</b>	Suite 240
<b>City:</b>	Durham
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	27701
<b>Entity Type:</b>	CORPORATION: NORTH CAROLINA

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Registration Number:	3174993	LIMELIFE
Registration Number:	3406546	LIMELIFE
Registration Number:	3199462	LIMELIFE
Serial Number:	77758257	MYSNAPS
Registration Number:	3862591	MYSNAPS
Serial Number:	77373687	BEAUTY ADVICE JUST GOT A MAKEOVER.
Registration Number:	3617019	BEAUTY ADVICE JUST GOT A MAKEOVER.
Registration Number:	3488142	BEAUTY ADVICE JUST GOT A MAKEOVER.
Registration Number:	3533475	BEAUTY ADVICE JUST GOT A MAKEOVER.

**CORRESPONDENCE DATA**

Fax Number: (919)354-1278  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 919-314-3086

**900193545**

**TRADEMARK  
 REEL: 004554 FRAME: 0318**

**CH \$240.00 3174993**

Email: loandocsdept@square1bank.com  
Correspondent Name: Square 1 Bank  
Address Line 1: 406 Blackwell Street  
Address Line 2: Suite 240  
Address Line 4: Durham, NORTH CAROLINA 27701

NAME OF SUBMITTER:	Lee Conner
Signature:	/leeconner-tkf/
Date:	06/03/2011

**Total Attachments: 6**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of May 20, 2011 by and between SQUARE 1 BANK ("*Bank*") and TOTAL BEAUTY MEDIA, INC., a Delaware corporation ("*Grantor*").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Bank is willing to extend and to continue to extend financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof (collectively, "Intellectual Property Collateral").

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the 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 Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan 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 Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

**SIGNATURE PAGE FOLLOWS**

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**TRADEMARK**  
**REEL: 004554 FRAME: 0321**

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**GRANTOR:**

Address of Grantor:

3420 Ocean Park Blvd., Suite 3050

Santa Monica, CA 90405

**TOTAL BEAUTY MEDIA, INC.**

By: [Signature]

Name: Tom Ichniowski

Title: CFO

**BANK:**

Address of Bank:

406 Blackwell Street, Suite 240

Durham, NC 27701

Attn: Loan Documentation Department

**SQUARE 1 BANK**

By: [Signature]

Name: Evan Travis

Title: VBO



**EXHIBIT A  
COPYRIGHTS**

<b>Description</b>	<b>Registration Number</b>	<b>Registration Date</b>
None		

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**TRADEMARK  
REEL: 004554 FRAME: 0323**

**EXHIBIT B**

**PATENTS**

<u>Description</u>	<u>Registration OR Serial Number</u>	<u>Registration OR Filing Date</u>
None		

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**EXHIBIT C**  
**TRADEMARKS**

<b>Description</b>	<b>Registration/ Application Number</b>	<b>Registration/ Application Date</b>
LIMELIFE	3174993	11/21/2006
LIMELIFE	3406546	4/1/2008
LIMELIFE	3199462	1/16/2007
MYSNAPS	77758257	6/12/2007
MYSNAPS	3862591	10/19/2010
BEAUTY ADVICE JUST GOT A MAKEOVER.	77373687	1/16/2008
BEAUTY ADVICE JUST GOT A MAKEOVER.	3617019	5/5/2009
BEAUTY ADVICE JUST GOT A MAKEOVER.	3488142	8/19/2008
BEAUTY ADVICE JUST GOT A MAKEOVER.	3533475	11/18/2008

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