

**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
Intelligent Beauty, Inc.		06/30/2011	CORPORATION: DELAWARE
Sensa Products, LLC		06/30/2011	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	SRF Investments LLC
<b>Street Address:</b>	1250 Fourth Street
<b>Internal Address:</b>	Attention: Manager
<b>City:</b>	Santa Monica
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90401
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 44**

Property Type	Number	Word Mark
Registration Number:	3538407	BEAUTY FIX
Registration Number:	3720620	BEAUTY FIXE
Registration Number:	3514212	BEAUTY WITH INTELLIGENCE
Registration Number:	2580256	CREM
Registration Number:	2787004	CREM COLOR THERAPY
Registration Number:	3122009	DELIVERING BEAUTY
Registration Number:	3122010	DELIVERING BEAUTY TO YOUR DOOR
Registration Number:	2828064	DERMSTORE
Registration Number:	3607133	FIRMACEUTICALS
Registration Number:	3509811	FIX BEAUTY
Registration Number:	3522216	GET YOUR BEAUTY FIX
Registration Number:	3131102	GLOW

**CH \$1115.00 3538407**

Registration Number:	3649738	IQ DERMA
Registration Number:	3559516	IQ
Registration Number:	3719012	IQ
Registration Number:	2753828	LIQUID STOCKINGS
Registration Number:	2248533	MOJAVE
Registration Number:	3596510	MOJAVE
Registration Number:	2742176	MOJAVE MAGIC
Registration Number:	2868041	POSSIBLE
Registration Number:	3525751	RAW COLOR
Registration Number:	3619920	RAW NATURAL BEAUTY
Registration Number:	3603161	RAWSKINCARE
Registration Number:	3497010	REDPOINT
Registration Number:	3263290	REDPOINT
Registration Number:	3613479	SENSA
Registration Number:	3583092	SENSA
Registration Number:	3637991	SKINTENSIVE
Serial Number:	78874776	ACTIVMINERALS
Serial Number:	77891043	BAG FAB
Serial Number:	77891039	BAG FABULOUS
Serial Number:	77568903	BEAUTY FIX
Serial Number:	77512963	BEAUTY FIX
Serial Number:	77487902	BLUSH
Serial Number:	77371466	INTELLIGENT BEAUTY
Serial Number:	77461309	IQ DERMA CLEAR REMEDY
Serial Number:	77743614	KRONOS
Serial Number:	77173411	RAW HAIR CARE
Serial Number:	77139498	RAW MINERALS
Serial Number:	77891047	SHOE FABULOUS
Serial Number:	77895105	S SHOE FABULOUS
Serial Number:	77872000	SMART LASH
Serial Number:	77538559	SPRINKLE DIET
Serial Number:	77586271	T-SFERE

CORRESPONDENCE DATA

Fax Number: (650)798-6701

**TRADEMARK**  
**REEL: 004576 FRAME: 0181**

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

Phone: (650) 798-6700  
Email: SFDocket@klgates.com  
Correspondent Name: Alicia Woo, K&L Gates LLP  
Address Line 1: 630 Hansen Way  
Address Line 4: Palo Alto, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER:	0304504.00104
NAME OF SUBMITTER:	Alicia Woo
Signature:	/alicia woo/
Date:	07/06/2011

**Total Attachments: 13**

source=Intellectual Property Collateral Assignment and Security Agreement, 6.30.2011#page1.tif  
source=Intellectual Property Collateral Assignment and Security Agreement, 6.30.2011#page2.tif  
source=Intellectual Property Collateral Assignment and Security Agreement, 6.30.2011#page3.tif  
source=Intellectual Property Collateral Assignment and Security Agreement, 6.30.2011#page4.tif  
source=Intellectual Property Collateral Assignment and Security Agreement, 6.30.2011#page5.tif  
source=Intellectual Property Collateral Assignment and Security Agreement, 6.30.2011#page6.tif  
source=Intellectual Property Collateral Assignment and Security Agreement, 6.30.2011#page7.tif  
source=Intellectual Property Collateral Assignment and Security Agreement, 6.30.2011#page8.tif  
source=Intellectual Property Collateral Assignment and Security Agreement, 6.30.2011#page9.tif  
source=Intellectual Property Collateral Assignment and Security Agreement, 6.30.2011#page10.tif  
source=Intellectual Property Collateral Assignment and Security Agreement, 6.30.2011#page11.tif  
source=Intellectual Property Collateral Assignment and Security Agreement, 6.30.2011#page12.tif  
source=Intellectual Property Collateral Assignment and Security Agreement, 6.30.2011#page13.tif

**INTELLECTUAL PROPERTY COLLATERAL ASSIGNMENT  
AND SECURITY AGREEMENT**

This Intellectual Property Collateral Assignment and Security Agreement (this "*Assignment*"), dated effective as of June 30, 2011, by and between Intelligent Beauty, Inc., a Delaware corporation ("*Intelligent Beauty*"), Sensa Products, LLC, a Delaware limited liability company ("*Sensa*," and together with Intelligent Beauty, the "*Grantors*"), and SRF Investments LLC, a Delaware limited liability company ("*Secured Party*").

WITNESSETH:

WHEREAS, Intelligent Beauty, Secured Party, IB Holding, LLC, a Delaware limited liability company qualified to do business in California under the name Intelligent Beauty Holding, LLC ("*Parent*") are parties to that certain Credit Agreement, dated as of June 30, 2011 (the "*Credit Agreement*");

WHEREAS, the Grantors, Secured Party, Parent, Just Fabulous, Inc., a Delaware corporation, IB Beauty Holding, Inc., a Delaware corporation, and Heels, LLC, Brand Ideas, LLC, Sensa Products, LLC, Beauty Operations, LLC and Dermstore, LLC, each a Delaware limited liability company are parties to that certain Pledge and Security Agreement, dated as of June 30, 2011 (the "*Security Agreement*," and together with the Credit Agreement, the "*Agreements*")

WHEREAS, the Agreements provide for (1) the extension of credit by Secured Party to or for the benefit of the Grantors; and (2) the grant by each of the Grantors to Secured Party of a security interest in the property described in Section 1 below;

WHEREAS, Secured Party has required, as a condition to advancing funds to Intelligent Beauty under the Agreements, that the Grantors execute and deliver to Secured Party this Assignment; and

WHEREAS, the Grantors and Secured Party desire to secure the performance and payment by Intelligent Beauty of all of its obligations to Secured Party under the Credit Agreement (collectively, the "*Obligations*") by a pledge of the property described in Section 1 below, all in accordance with the terms and conditions of this Assignment.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Grantors agrees as follows:

1. Collateral Assignment. To secure the complete and timely satisfaction of the Obligations, each of the Grantors hereby grants, conveys, and assigns to Secured Party all of such Grantor's right, title, and interest in and to the following (collectively, the "*Collateral*"):

1.1 Patents. The patents and patent applications listed in Schedule 1.1 (as further described below, the "*Patents*"), together with:

1.1.1 The inventions, improvements, claims, inventor's notes and shop rights associated therewith.

1.1.2 The reissues, divisions, continuations, renewals, extensions, continuations-in-part, and improvements thereof.

1.1.3 All income, royalties, damages, and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof.

1.1.4 All rights corresponding thereto, including, without limitation, the right to sue and recover for past, present and future infringements thereof.

1.1.5 All other proceeds and products of the foregoing, including, without limitation, any rights pursuant to its agreements with any other party relating thereto.

1.2 Trademarks. The trademarks, trademark applications and statements of intent to use trademarks listed in Schedule 1.2 (as further described below, the "**Trademarks**"), together with:

1.2.1 The logos, business practices, use standards, trade dress, and good will associated therewith.

1.2.2 The renewals, extensions and modifications thereof.

1.2.3 All income, royalties, damages, and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements, dilution or improper use thereof;

1.2.4 All rights corresponding thereto, including, without limitation, the right to sue and recover for past, present and future infringements, dilution or improper use thereof.

1.2.5 All other proceeds and products of the foregoing, including, without limitation, any rights pursuant to its agreements with any other party relating thereto.

1.3 Copyrights. The copyrights listed in Schedule 1.3 (as further described below, the "**Copyrights**"), together with:

1.3.1 The embodiments, works for hire and derivative works associated therewith.

1.3.2 All income, royalties, damages, and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof.

1.3.3 All rights corresponding thereto, including, without limitation, the right to sue and recover for past, present and future infringements thereof.

1.3.4 All other proceeds and products of the foregoing, including, without limitation, any rights pursuant to such Grantor's agreements with any other party relating thereto.

2. Scope. The assignment of the Collateral herein creates a first-priority mortgage and security interest having priority over all other security interests. Secured Party's rights to the Collateral will be worldwide and will not require the payment of any royalties or other related charges by Secured Party to such Grantor or any other person. The Collateral includes Patents, Trademarks and Copyrights now owned by each of the Grantors, those Patents, Trademarks and Copyrights currently applied for, and all Patents, Trademarks and Copyrights hereafter applied for or filed by each of the Grantors or hereafter granted or otherwise arising in such Grantor's interest.

3. Representations and Warranties. Each of the Grantors represents and warrants to Secured Party as follows:

3.1 The Patents, Trademarks and Copyrights are subsisting, have not been adjudged invalid or unenforceable in whole or in part, and are not currently being challenged in any way.

3.2 None of the Patents, Trademarks or Copyrights have lapsed or expired.

3.3 No claim has been made that the use of any of the Patents, Trademarks and Copyrights in the conduct of such Grantor's business constitutes an infringement of any senior or dominant patent, trademark, copyright or other intellectual property right in the same jurisdiction.

3.4 Such Grantor owns the entire right, title, and interest in and to each of the Patents, Trademarks and Copyrights free and clear of any liens and encumbrances of every kind and nature, except for the rights granted by such Grantor pursuant to this Assignment.

3.5 Such Grantor has used proper statutory notice in connection with its use of the Patents, Trademarks and Copyrights.

4. Covenants. During the Term, except as may otherwise be provided in the Agreements and except with the prior written consent of Secured Party, each of the Grantors:

4.1 Will not enter into any agreement inconsistent with such Grantor's obligations under this Assignment.

4.2 Will continue to use proper statutory notice in connection with its use of the Patents, Trademarks and Copyrights.

4.3 Will use commercially reasonable efforts to discover, preserve and protect its intellectual property; will file applications for Patents, Trademarks and Copyrights with respect to such intellectual property when commercially reasonable to do so, giving due consideration to the economic and strategic value and opinion of counsel as to desirability and feasibility of such application; and will prosecute diligently all present and future applications for Patents, Trademarks or Copyrights.

4.4 Will not abandon any pending Patent, Trademark or Copyright application.

4.5 Will promptly pay when due all taxes and assessments upon the Collateral or for its use.

4.6 Will (i) protect, defend and maintain the validity and enforceability of the Patents, Trademarks and Copyrights (ii) use reasonable efforts to detect infringements of the Patents, Trademarks and Copyrights and promptly advise Secured Party in writing of material infringements detected.

4.7 Will not create, incur or suffer or permit to be created or incurred or to exist any lien or security interest upon or against any of the Collateral that is prior in right to that of Secured Party.

5. License.

5.1 Patents. Secured Party hereby grants to each of the Grantors the royalty-free, exclusive, nontransferable right and license to make, have made, use, and sell the inventions disclosed and claimed in the Patents solely for such Grantor's own benefit.

5.2 Trademarks. Secured Party hereby grants to each of the Grantors the royalty-free, exclusive, nontransferable right and license to use in commerce Trademarks solely for such Grantor's own benefit.

5.3 Copyrights. Secured Party hereby grants to each of the Grantors the royalty-free, exclusive, nontransferable right and license to use and create derivative works from works subject to the Copyrights solely for such Grantor's own benefit.

5.4 Limitations. The licenses granted under this Section 5 will terminate at the end of the Term or sooner upon an Event of Default. Except as otherwise permitted by the Agreements, and except with the prior written consent of Secured Party, each of the Grantors will not sell, assign its interest in, or grant any sublicense under, any of the licenses granted under this Section 5.

6. Term. The period of effectiveness of this Assignment (the "**Term**") will begin on the earlier of (1) the execution of this Assignment by the Grantors and Secured Party; or (2) the effectiveness of the Credit Agreement and will end at the later of (a) the complete satisfaction of the Obligations; or (b) the date the Credit Agreement becomes without further force and effect. Notwithstanding the foregoing, Section 8 will survive the Term for two (2) years.

7. Right to Inspect. Secured Party has the right, at any reasonable time and from time to time, to inspect such Grantor's premises and to examine such Grantor's books, records, and operations which are relevant to such Grantor's intellectual property generally, to the Patents, Trademarks and Copyrights, and to the enforcement of the provisions of this Assignment.

8. Confidential Information. "**Confidential Information**" means information on tangible media conspicuously labeled as "proprietary" or "confidential" or with comparable legend ("**marked**") provided by one party ("**Provider**") to another party ("**Recipient**") hereunder. Orally disclosed information is also Confidential Information if Provider gives Recipient a marked writing containing a summary, the approximate date and time and the recipients of such disclosure within thirty (30) days of disclosure. No information can be Confidential Information if (1) it is publicly available through no fault of Recipient; (2) Recipient gets it from a third party who had the right to provide it; (3) Recipient independently develops it or knew it before receiving it hereunder; or (4) Provider discloses it to a third party without restriction. Recipient will hold and protect Confidential Information with the same degree of care that it uses with its own information of like importance, but in no event less than a reasonable standard of care.

9. Termination. This Assignment is made for collateral purposes only. At the end of the Term, all of Secured Party's right, title, and interest in and to the Collateral will automatically revert to the Grantors. In such event, Secured Party will execute and deliver to the Grantors all termination statements and other instruments which are required to terminate Secured Party's security interest and to vest in the Grantors all right, title, and interest in and to the Collateral, subject to any prior enforcement by Secured Party of its security interest as provided under this Assignment.

10. Expenses. Each party will bear its own expenses of complying with the terms of this Assignment. Such expenses of compliance for the Grantors will include, without limitation, the expenses of maintaining the Collateral as provided in Section 4. Such expenses of Compliance for Secured Party will include, without limitation, the expenses of perfecting the security interest created by this Assignment.

11. Events of Default. An "**Event of Default**" will occur under this Assignment upon the happening of any of the following events:

11.1 The Agreements. The occurrence of an event of default under the Agreements.

11.2 Payment. A default in the payment of the Obligations.

11.3 Performance. A default in the performance of the Obligations or any provision of this Assignment which is unremedied ten (10) days after notice to the Grantors of such default from Secured Party.

11.4 Insolvency. The dissolution, insolvency, business failure, appointment of a receiver for any part of the Collateral, assignment for the benefit of creditors, or commencement of any proceeding under any bankruptcy or insolvency law by or against the Grantors.



12. Remedies. Upon the occurrence of an Event of Default, so long as such Event of Default has not been waived, and after written notice from Secured Party to the Grantors of Secured Party's intention to enforce its rights and claims in the Collateral, Secured Party is authorized and empowered either (1) to take any or all of the Collateral as Secured Party's property (a "**Taking**"); (2) to cause any or all of the Collateral to be sold at any bona fide public auction upon thirty (30) days' written notice to the Grantors (a "**Sale**"); or (3) to bring suit and take any other action in its own name to enforce or otherwise protect, preserve, or realize upon the Collateral (a "**Suit**"). In the event of a Taking, Secured Party will apply the Collateral to the unpaid interest (if any) of, and then to the unpaid principal of, the Obligations, valuing the Collateral at its fair market value on the date of such Taking, after first subtracting the costs of such Taking, which costs will include, without limitation, the cost of determining such fair market value. Secured Party may bid at any Sale and, in the event of a Sale, will apply the proceeds of such Sale first to the reasonable expenses attendant to the Sale, then to the unpaid interest (if any) of the Obligations, and lastly to the unpaid principal of the Obligations. Each of the Grantors will, at the request of Secured Party, and in connection with any Taking, Sale, Suit or any other action taken to enforce Secured Party's rights in the Collateral (1) do any and all lawful acts and execute any and all instruments reasonably required by Secured Party; and (2) reimburse and indemnify Secured Party for all reasonable expenses incurred by Secured Party. If the fair market value of the Collateral (in the event of a Taking) or the proceeds from any Sale exceed the sum of (1) Secured Party's reasonable expenses attendant to such Taking or Sale; and (2) the Obligations, then Secured Party will hold the excess subject to the order of Secured Party.

13. Power of Attorney.

13.1 Authorization. Each of the Grantors hereby authorizes Secured Party to:

13.1.1 Make, constitute, and appoint any representative of Secured Party as Secured Party may select, in its sole discretion, as such Grantor's true and lawful attorney-in-fact, with power to endorse such Grantor's name on all applications, documents, papers, and instruments necessary or desirable for Secured Party to give effect to the provisions of this Assignment and the intent of the parties hereto.

13.1.2 Unilaterally modify the schedules to this Assignment to add to, delete or modify the Patents, Trademarks and Copyrights listed therein, which additions, deletions or modifications will be binding upon Secured Party and such Grantor upon notice thereof to such Grantor.

13.1.3 Take any other actions with respect to the Collateral, consistent with this Assignment, as Secured Party deems in the best interest of Secured Party.

13.1.4 Following the occurrence of an Event of Default, grant or issue any exclusive or non-exclusive license under the Patents, Trademarks or Copyrights to any person.

13.1.5 Following the occurrence of an Event of Default, subject to the terms of any existing license agreement, assign, pledge, convey, or otherwise transfer title in or dispose of the Collateral to any person.

13.2 Ratification. Each of the Grantors hereby ratifies all that Secured Party, acting as such Grantor's attorney-in-fact will lawfully do or cause to be done by virtue hereof. This power of attorney will be irrevocable during the Term.

14. Cumulative Remedies. All of Secured Party's rights and remedies with respect to the Collateral, whether established hereby or by the Agreements, or by any other agreements or by law, will be cumulative and may be exercised individually or concurrently. Secured Party will have, in addition to all other rights and remedies given it by the terms of this Assignment, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Collateral may be used or rights thereto enforced. Each of the Grantors acknowledges and agrees that this Assignment is not intended to limit or restrict in any way the rights and remedies of Secured Party under the Agreements but rather is intended to facilitate the exercise of such rights and remedies.

15. Waivers. No course of dealing between the Grantors and Secured Party and no failure or delay of Secured Party to exercise any right, power or privilege hereunder will operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

16. Severability. The provisions of this Assignment are severable, and if any clause or provision is held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability will affect only such clause or provision, or part thereof, in such jurisdiction, and will not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Assignment.

17. Binding Effect; Benefits. This Assignment will be binding upon the Grantors and their respective successors and assigns and will inure to the benefit of Secured Party, its nominees, successors, and assigns.

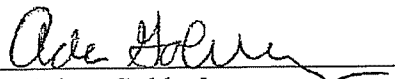
18. General. This Assignment will inure to the benefit of and be binding upon the Grantors, Secured Party and their respective successors and assigns. No party is liable for its breach if such breach is due to an event beyond its reasonable control. All required notices must be in writing. No failure or delay to enforce a provision will be deemed a waiver thereof. This Assignment is governed by the internal law of California, is the entire and exclusive set of terms and conditions for the assignment and disposition of the Collateral, supersedes conflicting terms of any letters or other documents issued under it, and may only be modified by a writing signed by all parties (except as provided in Section 13.1.2).

[Signatures on Next Page]

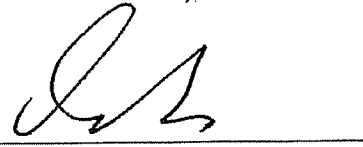
IN WITNESS WHEREOF, the parties have executed this Assignment by their signature or the signature of their duly authorized representatives below.

**GRANTORS:**

**INTELLIGENT BEAUTY, INC.**

By:   
Name: Adam Goldenberg  
Title: Chief Executive Officer

**SENSA PRODUCTS, LLC**

By:   
Name: Don Ressler  
Title: Chairman

**SECURED PARTY:**

**SRF INVESTMENTS LLC**

By: \_\_\_\_\_  
Name: Ralph Finerman  
Title: Manager

IN WITNESS WHEREOF, the parties have executed this Assignment by their signature or the signature of their duly authorized representatives below.

**GRANTORS:**

**INTELLIGENT BEAUTY, INC.**

By: \_\_\_\_\_

Name: Adam Goldenberg

Title: Chief Executive Officer

**SENSA PRODUCTS, LLC**

By: \_\_\_\_\_

Name: Don Ressler

Title: Chairman

**SECURED PARTY:**

**SRF INVESTMENTS LLC**

By: Ralph Finerman

Name: Ralph Finerman

Title: Manager

**Schedule 1.1**

**Patents**

None

**Patent Applications**

Name	Date Filed	Application Number
Systems and Methods for Development of Interactive Electronic Commerce Consumer Purchasing Interfaces	7/12/2007	12/218,175

**LICENSES**

<u>Licensor</u>	<u>Licensee</u>	<u>Description</u>
AE Chemie, Inc.	Intelligent Beauty, Inc.	Exclusive patent rights to a multi-sphere liposome delivery system.
Dr. Alan Hirsch	Sensa Products, LLC	Exclusive patent rights.

**Schedule 1.2****TRADEMARKS\***

<i>Name</i>	<i>Date Registered</i>	<i>Serial Number</i>	<i>Registration Number</i>
BEAUTY FIX	11/25/2008	77375632	3538407
BEAUTY FIXE	12/8/2009	77446218	3720620
BEAUTY WITH INTELLIGENCE	10/7/2008	78835982	3514212
CREM	6/11/2002	76227116	2580256
CREM COLOR THERAPY	11/25/2003	76245171	2787004
DELIVERING BEAUTY	7/25/2006	78554565	3122009
DELIVERING BEAUTY TO YOUR DOOR	7/25/2006	78554583	3122010
DERMSTORE	3/30/2004	78246675	2828064
DERMSTORE (CANADA)	3/10/2005	1210011	TMA634915
DERMSTORE (OHIM)	8/3/2005		3836781
DERMSTORE (HONG KONG)	3/8/2004		300173024
DERMSTORE (TAIWAN R.O.C.)	3/11/2004		93010417
FIRMACEUTICALS	4/14/2009	77371410	3607133
FIX BEAUTY	9/30/2008	77335134	3509811
GET YOUR BEAUTY FIX	10/21/2008	77335162	3522216
GLOW	8/15/2006	78550830	3131102
IQ DERMA	7/7/2009	77492521	3649738
IQ Design	1/13/2009	77146594	3559516
IQ Design	12/1/2009	77151450	3719012
LIQUID STOCKINGS	8/19/2003	76245173	2753828
MOJAVE	6/1/1999	75224016	2248533
MOJAVE	3/24/2009	78486226	3596510
MOJAVE MAGIC	7/29/2003	75422151	2742176
MOJAVE MAGIC (GERMANY)	2/8/2002	301212570	30121257
MOJAVE MAGIC (U.K.)	4/4/2001		2266388
POSSIBLE	7/27/2004	78251074	2868041
RAW COLOR	10/28/2008	78724559	3525751
RAW NATURAL BEAUTY	5/12/2009	77173366	3619920
RAWSKINCARE	4/7/2009	77173408	3603161
REDPOINT	9/2/2008	78564873	3497010
REDPOINT	7/10/2007	78978471	3263290
REDPOINT (U.K.)	2/16/2005		2384598
SENSA	4/28/2009	77388012	3613479
SENSA	3/3/2009	77529602	3583092
SENSA (AUSTRALIA)	1/8/2009		1252164
SENSA (OHIM)	4/24/2009		7066871
SKINTENSIVE	6/16/2009	77512955	3637991

\*United States Trademarks unless otherwise indicated

### TRADEMARKS APPLICATIONS\*

<u>Name</u>	<u>Date Filed</u>	<u>Serial Number</u>
ACTIVMINERALS	5/2/2006	78874776
BAG FAB	12/10/2009	77891043
BAG FABULOUS	12/10/2009	77891039
BEAUTY FIX	9/12/2008	77568903
BEAUTY FIX & Design	7/1/2008	77512963
BLUSH	5/30/2008	77487902
DERMSTORE (BRAZIL)	4/24/2007	829144650
DERMSTORE (CHINA)	3/17/2004	7465875
INTELLIGENT BEAUTY	1/14/2008	77371466
IQ DERMA CLEAR REMEDY	4/29/2008	77461309
KRONOS	5/22/2009	77743614
RAW HAIR CARE	5/4/2007	77173411
RAW MINERALS	3/23/2007	77139498
SENSA (CANADA)	7/16/2008	1403437
SHOE FABULOUS	12/10/2009	77891047
SHOE FABULOUS & Design	12/16/2009	77895105
SMART LASH	11/13/2009	77872000
SPRINKLE DIET	8/4/2008	77538559
T-SFERE	10/6/2008	77586271

\*United States Trademark Applications unless otherwise indicated

**Schedule 1.3**

**COPYRIGHTS**

Title  
none

Date Registered

Registration Number

**COPYRIGHT APPLICATIONS**

Title  
none

Date Filed