

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Orix Venture Finance LLC		12/30/2009	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Ideal Image Development, Inc.		
Also Known As:	AKA Ideal Image Development Corporation		
Street Address:	4830 West Kennedy Blvd.		
Internal Address:	Suite 400		
City:	Tampa		
State/Country:	FLORIDA		
Postal Code:	33609		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	2829610	IDEAL IMAGE	
Registration Number:	3003743	IDEAL OFFICE	
Registration Number:	2966922	IDEAL IMAGE	
Registration Number:	3065163	IDEAL IMAGE	
Registration Number:	3045962	FLAIR DO	
Registration Number:	3023833	FLAIR DO	
Registration Number:	3193543	IDEAL FINANCING	
Registration Number:	3194143	CHANGE YOUR LIFE FOREVER	
Registration Number:	3194166	MAKE YOUR RAZOR PERMANENTLY DISPOSABLE	
CORRESPONDENCE DATA			
Fax Number:	(561)651-1507		

CH \$240.00 2829610

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

Phone: 5616535000
Email: ip@akerman.com, peter.chiabotti@akerman.com
Correspondent Name: Peter A. Chiabotti
Address Line 1: 222 Lakeview Avenue
Address Line 2: Suite 400
Address Line 4: West Palm Beach, FLORIDA 33401-6147

ATTORNEY DOCKET NUMBER:	246655
NAME OF SUBMITTER:	Peter A. Chiabotti
Signature:	/Peter A. Chiabotti/
Date:	08/31/2011

Total Attachments: 4
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ORIX Venture Finance LLC
245 Park Avenue, 19th Floor
New York, NY 10167

December 30, 2009

Ideal Image Development, Inc.
4830 West Kennedy Blvd., Suite 440
Tampa, FL 33609

Payoff Letter

Ladies and Gentlemen:

Reference is hereby made to (i) the Loan and Security Agreement, dated as of May 24, 2006 (as it may have been amended, modified and/or restated from time to time, the "Loan Agreement") among Ideal Image Development, Inc. and the additional Borrowers set forth therein (collectively, the "Borrower") and ORIX Venture Finance LLC ("ORIX"), and (ii) the Loan Documents (as defined in the Loan Agreement). All undefined capitalized terms used herein shall have the meanings set forth in the Loan Agreement.

ORIX has been informed that on the Payoff Effective Time (as hereinafter defined), the Borrower expects to repay in full to ORIX all obligations and liabilities of the Borrower, including without limitation all outstanding principal, accrued and unpaid interest, fees and expenses and any other amounts owing by the Borrower under or in respect of the Loan Agreement and the other Loan Documents (collectively, the "Obligations").

As of December 31, 2009 (the "Payment Date"), the total amount of the Obligations, including interest accrued thereon, will be \$1,071,604.21 (the "Payoff Amount"), which Payoff Amount is comprised of (i) \$990,669.61 in respect of the principal outstanding, (ii) \$2,215.25 in respect of accrued interest, (iii) fees and expenses (including attorneys' fees) of \$68,812.66, and (iv) \$9,906.70 in respect of the applicable prepayment fee.

If the Payoff Amount is not received by ORIX on the Payment Date by 1:00 p.m. (Dallas, Texas time) via federal funds wire transfer (as instructed below), the per diem increase in the interest payable on the Obligations for such day is \$316.46 ("Per Diem Amount") and the Payoff Amount shall be increased by such amount and shall continue to be increased by this Per Diem Amount for each day thereafter (on or after 1:00 p.m. (Dallas, Texas time) for each such day) until the Payoff Amount, as increased by the applicable Per Diem Amount, is received; provided, however, that this Letter Agreement shall terminate and be of no further force and effect if the Payoff Amount, as increased by the applicable Per Diem Amount, is not received by ORIX in full on or before January 8, 2010 by 1:00 p.m. (Dallas, Texas time).

Upon ORIX's receipt of (i) the Payoff Amount (plus any applicable Per Diem Amount, and assuming no new advances are made and there is no change in the interest rate applicable to the Obligations) and (ii) a fully executed counterpart of this Letter Agreement (this "Letter Agreement") executed on behalf of Borrower (the time at which

all of the conditions in the foregoing clauses (i) and (ii) shall first be satisfied is herein referred to as the "Payoff Effective Time"), ORIX shall promptly deliver to the Borrower any releases of liens, discharges, terminations and other release documentation, at Borrower's expense, as reasonably requested and provided by the Borrower, for the purpose of releasing ORIX's liens and security interests in all of the assets and property of the Borrower securing the Obligations (the "Property").

Upon the Payoff Effective Time, ORIX agrees and acknowledges that (i) all outstanding Obligations of the Borrower under or relating to the Loan Documents shall be paid and satisfied in full and irrevocably discharged, terminated and released, (ii) all security interests and other liens granted to or held by ORIX in any Property shall be forever and irrevocably satisfied, released and discharged, (iii) the Loan Documents shall terminate and be of no further force or effect, other than the indemnification and expense reimbursement provisions which hereby expressly survive such termination and (iv) Borrower (including Borrower's legal counsel or any other representatives) is authorized to file UCC termination statements (which will be prepared by ORIX), real property releases and intellectual property releases of record necessary to further evidence the release of security interests of ORIX in the Property set forth herein. Further, ORIX agrees to take all reasonable additional steps requested by the Borrower as may be necessary to evidence the release of its security interests and any other liens in the Property. The Borrower agrees to pay ORIX for all out-of-pocket costs and expenses incurred by ORIX in connection with the matters described in this Letter Agreement (including matters referred to in the previous sentence) and acknowledges that ORIX's execution of and/or delivery of any documents releasing any security interest or claim in any property of the Borrower as set forth herein is made without recourse, representation, warranty or other assurance of any kind by ORIX as to ORIX's rights in any collateral security for amounts owing under the Loan Documents, the condition or value of any Collateral, or any other matter. Notwithstanding anything to the contrary contained herein or in any of such releases or other documents, (i) the obligations and liabilities of the Borrower to ORIX under or in respect of the Loan Documents relating to indemnification and expense reimbursement shall continue in full force and effect in accordance with their terms, and (ii) the Warrant and any ancillary agreements to the Warrant shall remain in full force and effect and shall not be discharged or affected by this Letter Agreement.

The Payoff Amount and Per Diem Amount, if any, referred to above, should be sent by federal funds wire transfer of immediately available funds to:

Mellon Bank, National Association, Pittsburgh, PA
ABA No. 043 000 261
Account No. 022-3706
Account Name ORIX Venture Finance
Reference Ideal Image

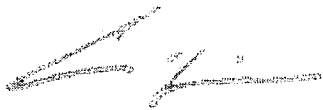
This Letter Agreement shall be governed by the internal laws of the State of New York. No party may assign its rights, duties or obligations under this Letter Agreement without the prior written consent of the other parties. This Letter Agreement may be executed in

any number of separate counterparts, each of which shall, collectively and separately, constitute one agreement and delivery of an executed counterpart of a signature page of this Letter Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart thereof. The undersigned parties have signed below to indicate their consent to be bound by the terms and conditions of this Letter Agreement.

If you need additional information, please do not hesitate to contact us.

Very truly yours,

ORIX VENTURE FINANCE LLC



By: _____

Name: Christopher L. Smith
Title: Authorized Representative

ACCEPTED and AGREED:

IDEAL IMAGE DEVELOPMENT,
INC., for itself and on behalf of the
additional Borrowers

By: _____

Name:
Title:

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Very truly yours,

ORIX VENTURE FINANCE LLC

By: _____
Name: Christopher L. Smith
Title: Authorized Representative

ACCEPTED and AGREED:

IDEAL IMAGE DEVELOPMENT,
INC., for itself and on behalf of the
additional Borrowers

By: _____
Name: Michael Cardo
Title: CFO