

# 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
Atlantic Coast Media Group, LLC		07/29/2011	LIMITED LIABILITY COMPANY: NEW JERSEY
Urban Nutrition, LLC		07/29/2011	LIMITED LIABILITY COMPANY: NEW JERSEY
Hydorxatone, LLC		07/29/2011	LIMITED LIABILITY COMPANY: NEW JERSEY
Longevity, LLC		07/29/2011	LIMITED LIABILITY COMPANY: NEW JERSEY
Bellezza Products, L.L.C.		07/29/2011	LIMITED LIABILITY COMPANY: NEW JERSEY
Mydailydose, LLC		07/29/2011	LIMITED LIABILITY COMPANY: NEW JERSEY
Orexis, LLC		07/29/2011	LIMITED LIABILITY COMPANY: NEW JERSEY
RECEIVING PARTY DATA			
Name:	TD Bank N.A.		
Street Address:	1000 MacArthur Boulevard		
City:	Mahwah		
State/Country:	NEW JERSEY		
Postal Code:	07430		
Entity Type:	National Association: DISTRICT OF COLUMBIA		
PROPERTY NUMBERS Total: 24			
Property Type	Number	Word Mark	
Registration Number:	3862008	LASHATONE	
Registration Number:	3667617	NEUROSTIN	
Registration Number:	3968131	THINNING HAIR SOLUTION FOR WOMEN	
Registration Number:	3602370	VINOTROL	
Registration Number:	3888328	YOUR BEAUTY ADVISOR	

TRADEMARK

900201813

REEL: 004621 FRAME: 0118

CH \$615.00 3862008

Registration Number:	3678751	HYDROLYZE
Registration Number:	3314494	HYDROLYZEH UNDER EYE TREATMENT
Registration Number:	3829055	LUMINIQUE
Registration Number:	3815545	DECLATONE
Registration Number:	3312417	HYDROXATONE
Registration Number:	2992074	FINDLONGEVITYNOW
Registration Number:	2956187	MYDAILYDOSE
Registration Number:	3195610	OREXIA
Registration Number:	3232347	OREXIS
Registration Number:	3360277	ARCTICESSENTIALS
Registration Number:	3152201	BELLAPLEX
Registration Number:	3517875	CELTRIXA
Registration Number:	3360278	CHOLESTERCLEAR
Registration Number:	3360276	OSTEOEASE
Registration Number:	3099530	PETCHEWS!
Registration Number:	3419453	RESTAID
Registration Number:	3541058	ULTRABURN
Registration Number:	3188792	URBAN NUTRITION
Registration Number:	3403496	VENACURA

#### CORRESPONDENCE DATA

Fax Number: (302)636-5454

Phone: 800-927-9801 x2348

Email: jpaterso@cscinfo.com

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: Corporation Service Co.- J. Paterson

Address Line 1: 1090 Vermont Avenue NW, Suite 430

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	905099
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	09/12/2011

Total Attachments: 21

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**REEL: 004621 FRAME: 0119**

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as amended, modified and/or supplemented and in effect, from time to time, this "Security Agreement") is made as of July 29, 2011, by each of the signatory parties hereto (individually a "Grantor" and collectively, the "Grantors") in favor of TD BANK, N.A., a national banking association (the "Bank").

WITNESSETH:

WHEREAS, Atlantic Coast Media Group, LLC (the "Borrower") and the Bank entered into that certain Revolving Loan Agreement, dated May 13, 2008 (hereinafter, as so amended, modified and/or supplemented, collectively, the "Original Credit Agreement"); and

WHEREAS, the Borrower and the Bank desire to amend and restate the Original Credit Agreement, pursuant to that certain Amended and Restated Credit Agreement, dated as of July 29, 2011 (the "Credit Agreement") to provide, *inter alia*, the Grantor with certain credit facilities (collectively, the "Facility"); and

WHEREAS, as a condition precedent to the making of the Facility, the Bank has required, and each Grantor has agreed, to the execution and delivery of this Security Agreement to secure the Obligations; and

WHEREAS, each Grantor has determined that its execution, delivery and performance of this Security Agreement directly benefits it and is within the purposes of, and in the best interests of such Grantor; and

WHEREAS, in order to secure the payment and performance of all Obligations, each Grantor has granted the security interests contemplated by this Security Agreement.

NOW, THEREFORE, for and in consideration of the foregoing and of any financial accommodations or extensions of credit (including, without limitation, any loan or advance by renewal, refinancing or extension of the agreements described hereinabove) heretofore, now or hereafter made to or for the benefit of the Borrower by the Bank in connection with the transactions contemplated by the Credit Agreement and the Loan Documents, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Section 1. Defined Terms. Unless otherwise defined herein, all words and terms set forth and defined in the Credit Agreement shall have the same meaning as set forth in the Credit Agreement, as if fully set forth in this Security Agreement

Section 2. Incorporation of the Loan Documents. The Loan Documents and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

Section 3. Security Interest in Trademarks. To secure the prompt and complete payment when due of, and the observance and performance of, the Obligations, each Grantor hereby grants, assigns, hypothecates, mortgages, conveys and transfers to the Bank, for its benefit and the ratable benefit of the Bank, a security interest in all of its rights, title and interest in, to and under the following, whether now owned or existing or hereafter arising or acquired and wheresoever located:

(a) all trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Schedule 3(a) of this Security Agreement and utilized in the conduct of such Grantor's business, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, (iv) the goodwill of such Grantor's business symbolized by the foregoing and connected therewith, and (v) all of such Grantor's rights corresponding thereto throughout the world (all of the foregoing trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications, together with the items described in clauses (i) through (v) in this subparagraph(a), individually and/or collectively, the "Trademarks"); and

(b) any and all rights under or interest in any trademark license agreements or service mark license agreements with any other party, whether such Grantor is a licensee or licensor under any such license agreement, including, without limitation, those trademark license agreements and service mark license agreements listed on Schedule 3(b) of this Security Agreement, together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements, and the right to prepare for sale and sell any and all Inventory now or hereafter owned by such Grantor and now or hereafter covered by such licenses (collectively, the "Licenses").

Section 4. Restrictions on Future Agreements. No Grantor will, without the Bank's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Security Agreement, and each Grantor further

covenants and agrees that it will not take any action, and will use its best efforts not to permit any action to be taken by others, including, without limitation, licensees, or fail to take any action, which would in any respect affect the validity or enforcement of the rights transferred to the Bank under this Security Agreement or the rights associated with the Trademarks or the Licenses.

Section 5. New Trademarks and Licenses. Each Grantor represents and warrants that (a) the Trademarks, listed on Schedule 3(a) of this Security Agreement, include all of the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications now owned or held by the Grantor, utilized in the conduct of such Grantor's business, (b) the Licenses, listed on Schedule 3(b) of this Security Agreement, include all of the trademark license agreements and service mark license agreements under which such Grantor is the licensee or licensor and (c) no liens, claims or security interests in such Trademarks and Licenses have been granted by such Grantor to any Person other than the Bank or as otherwise permitted by the Bank. If, prior to the termination of this Security Agreement, each Grantor shall (x) obtain rights to any new trademarks, registered trademarks, trademark applications, service marks, registered service marks or service mark applications to be utilized in the conduct of such Grantor's business, (y) become entitled to the benefit of any trademarks, registered trademarks, trademark applications, trademark licenses, trademark license renewals, service marks, registered service marks, service mark applications, service mark licenses or service mark license renewals whether as licensee or licensor, or (z) enter into any new trademark license agreement or service mark license agreement, the provisions of this Agreement above shall automatically apply thereto. Upon request, each Grantor shall give to the Bank written notice of events set forth in this Section 5 promptly after the occurrence of same. Each Grantor hereby authorizes the Bank to modify this Security Agreement unilaterally (aa) by amending Schedule 3(a) of this Security Agreement to include any future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications and by amending Schedule 3(b) of this Security Agreement to include any future trademark and license agreements and service mark license agreements, and (bb) by filing, in addition to and not in substitution for this Agreement, a duplicate original of this Security Agreement containing on Schedules 3(a) and (b) thereto, such future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, and trademark license agreements and service mark license agreements.

Section 6. Royalties. Each Grantor hereby agrees that the use by the Bank of the Trademarks and Licenses as authorized hereunder in connection with the Bank's exercise of its rights and remedies under this Security Agreement or pursuant to the Loan Documents shall be coextensive with such Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from the Bank.

Section 7. Right to Inspect; Further Assignments and Security Interests. The Bank may at all reasonable times (and at any time upon the occurrence of an Event of Default or Default) have access to, examine, audit, make copies (at the Grantors' expense) and extracts from and inspect the Grantors' premises and examine the Grantors' books, records and operations relating to the Trademarks and Licenses; provided, that in conducting such inspections and examinations, the Bank shall use reasonable efforts not to disturb unnecessarily

the conduct of the Grantor's ordinary business operations. Each Grantor agrees that the Bank, or a conservator appointed by the Bank, shall have the right to establish such reasonable additional product quality controls as the Bank or such conservator, in its sole and absolute judgment, may deem necessary to assure maintenance of the quality of products sold by such Grantor under the Trademarks and the Licenses or in connection with which such Trademarks and Licenses are used. Each Grantor agrees that, without prior notice to the Bank, they shall (a) not sell or assign their respective interests in, or grant any license (except in the ordinary course of its business) under, the Trademarks or the Licenses, (b) maintain the quality of such products as of the date hereof, and (c) not reduce the quality of such products in any material respect without the Bank's prior and express written consent. In connection with any such notice to the Bank provided by such Grantor pursuant to this Section 7, each Grantor shall, within any such notice, (x) describe the transaction and the Trademark(s) and/or License(s) involved, (y) the remuneration received, if any, by such Grantor in connection with such transaction and (z) the rationale of such Grantor for entering into such transaction.

Section 8. Nature and Continuation of the Bank's Security Interest; Termination of the Bank's Security Interest. This Security Agreement shall create a continuing security interest in the Trademarks and Licenses and shall terminate only when the Obligations have been paid and performed in full and the Facility has been terminated. When this Security Agreement has been terminated, the Bank shall promptly execute and deliver to the Grantors, at the Grantors' expense, all termination statements and other instruments as may be necessary or proper to terminate the Bank's security interest in the Trademarks and the Licenses, subject to any disposition thereof which may have been made by the Bank pursuant to this Security Agreement or the Loan Documents.

Section 9. Duties of the Grantor. Each Grantor shall have the duty, to the extent desirable in the normal conduct of a Grantor's business, to: (a) prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Agreement, and (b) make application for trademarks or service marks. Each Grantor further agrees that, if they deems it in their best interest to do so, they shall (y) not abandon any Trademark or License without the prior written consent of the Bank, and (z) use their best efforts to maintain in full force and effect the Trademarks and the Licenses that are or shall be necessary or economically desirable in the operation of such Grantor's business. Any expenses incurred in connection with the foregoing shall be borne by the Grantors. The Bank shall not have any duty with respect to the Trademarks and Licenses. Without limiting the generality of the foregoing, the Bank shall be under no obligation to take any steps necessary to preserve rights in the Trademarks or Licenses against any other parties, but the Bank may, at its option, and all expenses incurred in connection therewith shall be for the sole account of the Grantors and shall be added to the Obligations secured hereby.

Section 10. The Bank's Right to Sue. Upon the occurrence of an Event of Default, the Bank shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Trademarks and the Licenses and, if the Bank shall commence any such suit, the Grantor shall, at the request of the Bank, do any and all lawful acts and execute any and all proper documents required by the Bank in aid of such enforcement. Each Grantor shall, upon demand, promptly

reimburse the Bank for all costs and expenses incurred by the Bank in the exercise of its rights under this Agreement (including, without limitation, reasonable fees and expenses of attorneys and paralegals for the Bank).

Section 11. Waivers. The Bank's failure, at any time or times hereafter, to require strict performance by each Grantor of any provision of this Security Agreement shall not waive, affect or diminish any right of the Bank thereafter to demand strict compliance and performance therewith nor shall any course of dealing between the Grantors and the Bank have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of a Grantor contained in this Security Agreement shall be deemed to have been suspended or waived by the Bank unless such suspension or waiver is in writing signed by an officer of the Bank and directed to such Grantor specifying such suspension or waiver.

Section 12. Cumulative Remedies, Power of Attorney.

(a) Each Grantor hereby irrevocably designates, constitutes and appoints the Bank (and all Persons designated by the Bank in its sole and absolute discretion) as each Grantor's true and lawful attorney-in-fact and authorizes the Bank and any of the Bank's agents, attorneys, employees or designees, in such Grantor's or the Bank's name, to take any action and execute any instrument which the Bank may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, to (i) endorse a Grantor's name on all applications, documents, papers and instruments necessary or desirable for the Bank in the use of the Trademarks or the Licenses, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or the Licenses to anyone on commercially reasonable terms, (iii) grant or issue any exclusive or non-exclusive license under the Trademarks or, to the extent permitted, under the Licenses, to anyone on commercially reasonable terms, and (iv) take any other actions with respect to the Trademarks or the Licenses as the Bank deems in its own best interest. Each Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until all of the Obligations shall have been paid in full in cash and the Facility shall have been terminated. Each Grantor acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of the Bank under the Security Agreement, but rather is intended to facilitate the exercise of such rights and remedies.

(b) The Bank shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the UCC, as enacted in any jurisdiction in which the Trademarks or the Licenses may be located or deemed located. Upon the occurrence of an Event of Default, each Grantor agrees to assign, convey and otherwise transfer title in and to the Trademarks and the Licenses to the Bank or any transferee of the Bank and to execute and deliver to the Bank or any such transferee all such agreements, documents and instruments as may be necessary, in the Bank's sole discretion, to effect such



assignment, conveyance and transfer. All of the Bank's rights and remedies with respect to the Trademarks and the Licenses, whether established hereby, by the Loan Documents, by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence of an Event of Default, the Bank may exercise any of the rights and remedies provided in this Agreement, the Security Agreement and any of the other Loan Documents. Each Grantor agrees that any notification of intended disposition of any of the Trademarks and Licenses required by law shall be deemed reasonably and properly given if given at least ten (10) calendar days before such disposition; provided, however, that the Bank may give any shorter notice that is commercially reasonable under the circumstances.

Section 13. Fees and Expenses. Each Grantor shall pay on demand all reasonable expenses of the Bank in connection with the preparation, administration, default, collection, waiver or amendment of loan terms, or in connection with Bank's exercise, preservation or enforcement of any of its rights, remedies or options under this Security Agreement and the Loan Documents, including, without limitation, reasonable fees of outside legal counsel or the allocated costs of in-house legal counsel, accounting, consulting, brokerage or other similar professional fees or expenses, and any reasonable fees or expenses associated with travel or other costs relating to any appraisals or examinations conducted in connection with the loan or any collateral therefore, and the amount of all such expenses shall, until paid, bear interest at the Default Rate and be a part of the Obligations.

Section 14. Successors and Assigns. This Security Agreement shall be binding upon each Grantor and its successors and assigns, and shall inure to the benefit of the Bank and its nominees, successors and assigns. A Grantor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for such Grantor; provided, however, a Grantor shall not voluntarily assign or transfer its rights or obligations hereunder without the Bank's prior written consent.

Section 15. Amendments. No amendment or waiver of any provision of this Security Agreement, nor consent to any departure by the Grantors herefrom, shall in any event be effective unless the same shall be effected in writing and duly executed between the Grantors and the Bank.

Section 16. Notices. Unless otherwise indicated differently, all notices, payments, requests, reports, information or demands which any party hereto may desire or may be required to give to any other party hereunder, shall be in writing and shall be personally delivered, sent by confirmed telecopier, sent by a nationally recognized overnight courier service or sent by first-class certified or registered United States mail, postage prepaid, return receipt requested, and sent to the party at its address appearing below or such other address as any party shall hereafter inform the other party hereto by written notice given as aforesaid:

If to a Grantor:

[Name of Grantor]  
c/o Atlantic Coast Media Group, LLC  
499 Washington Boulevard  
15<sup>th</sup> Floor  
Jersey City, New Jersey 07310  
Attn: Andrew J. Surwilo, Manager  
Telecopier No.: (201) 420-8282  
Email: [drew@atlanticcoastmedia.com](mailto:drew@atlanticcoastmedia.com)

and

Attn: Thomas A. Shipley, Manager  
Telecopier No.: (201) 420-8282  
Email: [tom@atlanticcoastmedia.com](mailto:tom@atlanticcoastmedia.com)

with a copy to:

Sands Anderson PC  
1111 East Main Street  
P.O. Box 1998  
Richmond, Virginia 23218  
Attn: Brian R. Pitney, Esq.  
Telecopier No.: (804) 783-7291  
Email: [bpitney@sandsanderson.com](mailto:bpitney@sandsanderson.com)

If to the Bank:

TD Bank, N. A.  
1000 MacArthur Boulevard  
Mahwah, New Jersey 07430  
Attn: Andrenaia Giordano  
Vice President  
Telecopier No 201) 236-1935  
Email: [andrenaia.giordano@tdbanknorth.com](mailto:andrenaia.giordano@tdbanknorth.com)

with a copy to:

DeCotiis, FitzPatrick, & Cole, LLP  
Glenpointe Centre West  
500 Frank W. Burr Boulevard  
Teaneck, New Jersey 07666  
Attn: Michael A. Gallo, Jr., Esq.  
Telecopier No: (201) 928-0588  
Email: [mgallo@decotiislaw.com](mailto:mgallo@decotiislaw.com)

All notices, payments, requests, reports, information or demands so given shall be deemed effective upon receipt or, if mailed, upon receipt or the expiration of the third day following the date of mailing, whichever occurs first, except that any notice of change in address shall be effective only upon receipt by the party to whom said notice is addressed. A failure to send the requisite copies does not invalidate an otherwise properly sent notice to a Grantor and/or the Bank. Notices and other communications to a Grantor and/or the Bank (and copies applicable parties thereto) hereunder may be delivered or furnished by electronic communication pursuant

to procedures approved by the Bank. Unless the Bank otherwise prescribes, notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgment); provided that if such notice of other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next business day for the recipient.

Section 17. Execution in Counterparts. This Security Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 18. Further Indemnification. Each Grantor agrees to pay and to save the Bank harmless from any and all liabilities with respect to, or resulting from any delay in paying, any and all excise, sales or other similar taxes which may be payable or determined to be payable with respect to any of the Collateral or in connection with any other transactions contemplated by this Security Agreement.

Section 19. Headings. Section headings used in this Security Agreement are for convenience of reference only and shall not affect the construction of this Security Agreement.

SECTION 20 GOVERNING LAW, SEVERABILITY. THIS SECURITY AGREEMENT AND THE LOAN DOCUMENTS AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW JERSEY, WITHOUT REGARD TO THE PRINCIPLES OF CONFLICT OF LAWS THEREUNDER. WHEREVER POSSIBLE, EACH PROVISION OF THIS SECURITY AGREEMENT SHALL BE INTERPRETED IN SUCH MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS SECURITY AGREEMENT SHALL BE PROHIBITED BY OR INVALID UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISION OR THE REMAINING PROVISIONS OF THIS SECURITY AGREEMENT.

Section 21. JURY TRIAL. EACH GRANTOR AND THE BANK (BY ACCEPTANCE OF THIS SECURITY AGREEMENT) MUTUALLY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY CLAIM BASED HEREON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENTS CONTEMPLATED TO BE EXECUTED IN CONNECTION HERewith OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY, INCLUDING, WITHOUT LIMITATION, ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS OR ACTIONS OF THE BANK RELATING TO THE ADMINISTRATION OF THE FACILITY OR ENFORCEMENT OF THE LOAN DOCUMENTS AND AGREE THAT


NEITHER PARTY WILL SEEK TO CONSOLIDATE ANY SUCH ACTION WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. EXCEPT AS PROHIBITED BY LAW, EACH GRANTOR HEREBY WAIVES ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER IN ANY LITIGATION ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES OTHER THAN, OR IN ADDITION TO, ACTUAL DAMAGES. EACH GRANTOR CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE BANK HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE FACILITY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER. THIS WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR THE BANK TO ACCEPT THIS SECURITY AGREEMENT AND MAKE THE FACILITY.

Section 22. WAIVER OF BOND. EACH GRANTOR WAIVES THE POSTING OF ANY BOND OTHERWISE REQUIRED OF ANY PARTY HERETO IN CONNECTION WITH ANY JUDICIAL PROCESS OR PROCEEDING TO REALIZE ON THE COLLATERAL, ENFORCE ANY JUDGMENT OR OTHER COURT ORDER ENTERED IN FAVOR OF SUCH PARTY, OR TO ENFORCE BY SPECIFIC PERFORMANCE, TEMPORARY RESTRAINING ORDER, PRELIMINARY OR PERMANENT INJUNCTION, THIS SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK  
SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered, all as of the date first above written.

ATLANTIC COAST MEDIA GROUP, LLC  
URBAN NUTRITION, LLC  
HYDORXATONE, LLC  
LONGEVITY, LLC  
BELLEZZA PRODUCTS, L.L.C.  
MYDAILYDOSE, LLC  
OREXIS, LLC

By:   
\_\_\_\_\_  
Andrew J. Surwilo  
Manager

## Schedule 3(a)

Schedule of Trademarks

TRADEMARK NAME	REGISTRATION NUMBER	OWNER
LASHATONE	3862008	Atlantic Coast Media Group, LLC
NEUROSTIN	3667617	Atlantic Coast Media Group, LLC
THINNING HAIR SOLUTION	3968131	Atlantic Coast Media Group, LLC
VINOTROL	3602370	Atlantic Coast Media Group, LLC
YOUR BEAUTY ADVISOR	3888328	Atlantic Coast Media Group, LLC
HYDROLYZE LLC	3678751	Bellezza Products, LLC
HYDROLYZE UNDER EYE TREATMENT	3314494	Bellezza Products, LLC
LUMINIQUE	3829055	Bellezza Products, LLC
DECLATONE	3815545	Hydroxatone, LLC
HYDROXATONE	3312417	Hydroxatone, LLC
FINDLONGEVITYNOW	2992074	Longevity, LLC
MYDAILYDOSE	2956187	MyDailyDose, LLC
OREXIA	3195610	Orexis, LLC
OREXIS	3232347	Orexis, LLC
ARCTICESSENTIALS	3360277	Urban Nutrition, LLC
BELLAPLEX	3152201	Urban Nutrition, LLC

CELTRIXA	3517875	Urban Nutrition, LLC
CHOLESTERCLEAR	3360278	Urban Nutrition, LLC
OSTEOEASE	3360276	Urban Nutrition, LLC
PETCHEWS!	3099530	Urban Nutrition, LLC
RESTAID	3419453	Urban Nutrition, LLC
ULTRABURN	3541058	Urban Nutrition, LLC (pending)
URBAN NUTRITION	3188792	Urban Nutrition, LLC
VENACURA	3403496	Urban Nutrition, LLC

Schedule 3(b)

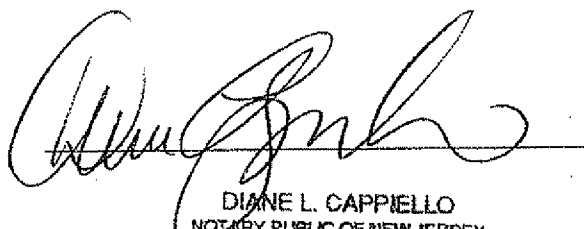
Schedule of Licenses

None



STATE OF NEW JERSEY    }  
                                      } ss:  
COUNTY OF BERGEN        }

BE IT REMEMBERED, that on this 29<sup>th</sup> day of July, 2011, before me, the subscriber, an officer duly authorized to take acknowledgments, personally appeared Andrew J. Surwilo, who I am satisfied, is the person who executed the within Instrument as a Manager of Atlantic Coast Media Group, LLC, the limited liability company named therein, and I having first made known to him the contents thereof, he did thereupon acknowledge that the said Instrument made by the said limited liability company and delivered by him as such officer, is the voluntary act and deed of said limited liability company, made by virtue of authority from its Operating Agreement, for the uses and purposes therein expressed.

  
DIANE L. CAPPIELLO  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires 12/31/12

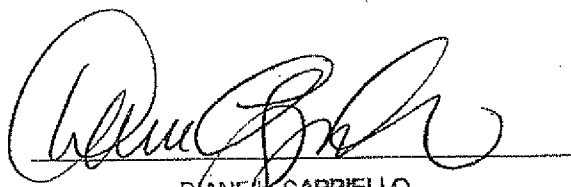
STATE OF NEW JERSEY    }  
                                      }  
                                      } ss:  
COUNTY OF BERGEN        }

BE IT REMEMBERED, that on this 29<sup>th</sup> day of July, 2011, before me, the subscriber, an officer duly authorized to take acknowledgments, personally appeared Andrew J. Surwilo, who I am satisfied, is the person who executed the within Instrument as a Manager of Urban Nutrition, LLC, the limited liability company named therein, and I having first made known to him the contents thereof, he did thereupon acknowledge that the said Instrument made by the said limited liability company and delivered by him as such officer, is the voluntary act and deed of said limited liability company, made by virtue of authority from its Operating Agreement, for the uses and purposes therein expressed.

  
DIANE L. CAPPIELLO  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires 4 - - 12


STATE OF NEW JERSEY    }  
                                      } ss:  
COUNTY OF BERGEN       }

BE IT REMEMBERED, that on this 29<sup>th</sup> day of July, 2011, before me, the subscriber, an officer duly authorized to take acknowledgments, personally appeared Andrew J. Surwilo, who I am satisfied, is the person who executed the within Instrument as a Manager of Hydroxatone, LLC, the limited liability company named therein, and I having first made known to him the contents thereof, he did thereupon acknowledge that the said Instrument made by the said limited liability company and delivered by him as such officer, is the voluntary act and deed of said limited liability company, made by virtue of authority from its Operating Agreement, for the uses and purposes therein expressed.

  
DIANE CAPPIELLO  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires


STATE OF NEW JERSEY    }  
                                      } ss:  
COUNTY OF BERGEN    }

BE IT REMEMBERED, that on this 29<sup>th</sup> day of July, 2011, before me, the subscriber, an officer duly authorized to take acknowledgments, personally appeared Andrew J. Surwilo, who I am satisfied, is the person who executed the within Instrument as a Manager of Longevity, LLC, the limited liability company named therein, and I having first made known to him the contents thereof, he did thereupon acknowledge that the said Instrument made by the said limited liability company and delivered by him as such officer, is the voluntary act and deed of said limited liability company, made by virtue of authority from its Operating Agreement, for the uses and purposes therein expressed.

  
DIANE L. CAPPIELLO  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires \*

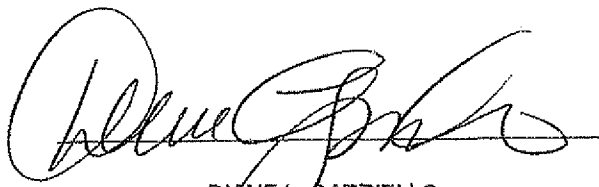
STATE OF NEW JERSEY    }  
                                      } ss:  
COUNTY OF BERGEN        }

BE IT REMEMBERED, that on this 29<sup>th</sup> day of July, 2011, before me, the subscriber, an officer duly authorized to take acknowledgments, personally appeared Andrew J. Surwilo, who I am satisfied, is the person who executed the within Instrument as a Manager of Bellezza Products, LLC, the limited liability company named therein, and I having first made known to him the contents thereof, he did thereupon acknowledge that the said Instrument made by the said limited liability company and delivered by him as such officer, is the voluntary act and deed of said limited liability company, made by virtue of authority from its Operating Agreement, for the uses and purposes therein expressed.

  
DIANE L. CAPPIELLO  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires

STATE OF NEW JERSEY    }  
                                      } ss:  
COUNTY OF BERGEN        }

BE IT REMEMBERED, that on this 29<sup>th</sup> day of July, 2011, before me, the subscriber, an officer duly authorized to take acknowledgments, personally appeared Andrew J. Surwilo, who I am satisfied, is the person who executed the within Instrument as a Manager of MyDailyDose, LLC, the limited liability company named therein, and I having first made known to him the contents thereof, he did thereupon acknowledge that the said Instrument made by the said limited liability company and delivered by him as such officer, is the voluntary act and deed of said limited liability company, made by virtue of authority from its Operating Agreement, for the uses and purposes therein expressed.



DIANE L. CAPPIELLO  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires \*

STATE OF NEW JERSEY    }  
                                      }  
COUNTY OF BERGEN       }

BE IT REMEMBERED, that on this 29<sup>th</sup> day of July, 2011, before me, the subscriber, an officer duly authorized to take acknowledgments, personally appeared Andrew J. Surwilo, who I am satisfied, is the person who executed the within Instrument as a Manager of Orexis, LLC, the limited liability company named therein, and I having first made known to him the contents thereof, he did thereupon acknowledge that the said Instrument made by the said limited liability company and delivered by him as such officer, is the voluntary act and deed of said limited liability company, made by virtue of authority from its Operating Agreement, for the uses and purposes therein expressed.



DIANE L. CAPPIELLO  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires