

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	First Amendment to Intellectual Property Collateral Assignment and Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Intelligent Beauty, Inc.		09/13/2011	CORPORATION: DELAWARE
Sensa Products, LLC		09/13/2011	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: 40**

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

900201972

**TRADEMARK**  
 REEL: 004621 FRAME: 0974

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Registration Number:	3131102	GLOW
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:	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:	77872000	SMART LASH
Serial Number:	77538559	SPRINKLE DIET
Serial Number:	77586271	T-SFERE

**CORRESPONDENCE DATA**

Fax Number: (650)798-6701

Phone: 650-798-6700

Email: sfdocket@klgates.com, anthony.garcia@klgates.com

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

**TRADEMARK**  
**REEL: 004621 FRAME: 0975**

Correspondent Name: Alicia Woo, Esq.  
Address Line 1: 630 Hansen Way  
Address Line 4: Palo Alto, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER: 0304504-00104

NAME OF SUBMITTER: Alicia Woo, Esq.

Signature: /alicia woo/

Date: 09/13/2011

**Total Attachments: 7**

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**FIRST AMENDMENT TO INTELLECTUAL PROPERTY COLLATERAL  
ASSIGNMENT AND SECURITY AGREEMENT**

This First Amendment To Intellectual Property Collateral Assignment And Security Agreement (the "*IP Agreement Amendment No. 1*") is made as of the 13th day of September, 2011, by and among Intelligent Beauty, Inc., a Delaware corporation (the "*Borrower*"), Sensa Products, LLC, a Delaware limited liability company ("*Sensa*," and together with the Borrower, the "*Grantors*"), and SRF Investments LLC, a Delaware limited liability company ("*Secured Party*").

RECITALS

- A. The Grantors and the Secured Party entered into that certain Intellectual Property Collateral Assignment and Security Agreement, dated as of June 30, 2011 (the "IP Agreement").
- B. The Grantors and the Secured Party wish to amend the IP Agreement pursuant to the terms and conditions contained in this IP Agreement Amendment No. 1, as contemplated by that certain First Amendment To Credit Agreement, dated as of September 13, 2011, by and between the Borrower, IB Holding, LLC, a Delaware limited liability company qualified to do business in California under the name Intelligent Beauty Holding, LLC and the Secured Party (the "*First Amendment*").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the Grantors and the Secured Party hereby agree as follows:

AGREEMENT

1. Amendment to Schedule 1.2 of the IP Agreement. Schedule 1.2 of the IP Agreement hereby is amended and is replaced in its entirety by the schedule attached hereto as Exhibit A.
2. Conditions. This IP Agreement Amendment No. 1 shall be effective subject to and upon the satisfaction of each of the following conditions:
  - (a) Each of the First Amendment Agreements (as defined in the First Amendment) respectively shall have been duly authorized, executed and delivered by each of the parties thereto.
  - (b) All conditions to the obligations of the Secured Party to consummate the transactions contemplated by the First Amendment, as specified in Section 8(b) of the First Amendment, shall have been satisfied.
  - (c) All conditions to the obligations of the Borrower to consummate the transactions contemplated by the First Amendment as specified in Section 8(c) of the First Amendment, shall have been satisfied.

3. Other Provisions.

(a) This IP Agreement Amendment No. 1 may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

(b) As expressly amended by this IP Agreement Amendment No. 1, the IP Agreement and all rights and obligations of the Grantors and the Secured Party thereunder shall continue in full force and effect. This IP Agreement Amendment No. 1 shall not, except as expressly provided herein, be deemed to be a consent to any waiver or modification of any other terms or provisions of the IP Agreement.

(c) The rights and obligations of the parties under this IP Agreement Amendment No. 1 shall be construed under and governed by the laws of the State of California, without regard to conflicts of law principles.

*[signatures on following page]*

IN WITNESS WHEREOF, the parties have executed this First Amendment To Intellectual Property Collateral Assignment And Security Agreement by their signature or the signature of their duly authorized representatives below.

**GRANTORS:**

**INTELLIGENT BEAUTY, INC.**

By: Adam Goldenberg  
Name: Adam Goldenberg  
Title: Chief Executive Officer

**SENSA PRODUCTS, LLC**

By: Don Ressler  
Name: Don Ressler  
Title: Executive Chairman

**SECURED PARTY:**

**SRF INVESTMENTS LLC**

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

IN WITNESS WHEREOF, the parties have executed this First Amendment To Intellectual Property Collateral Assignment And Security Agreement 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: Adam Goldenberg  
Title: Chief Executive Officer

**SECURED PARTY:**

**SRF INVESTMENTS LLC**

By: Ralph Finerman  
Name: Ralph Finerman  
Title: Manager

**EXHIBIT A**



## 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
RAW SKINCARE	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
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
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