

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
Jacques Moret, Inc.		09/08/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank N. A. as administrative agent
Street Address:	270 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Bank National Association: UNITED STATES

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	3051681	B SWEET
Registration Number:	3051701	B SWEET
Registration Number:	3131073	BETTER BUILT BASICS
Registration Number:	1479721	BODY MOTION
Registration Number:	1582628	BODY MOVES
Registration Number:	3163183	BODYMOTION
Registration Number:	3163184	ENERGY & MOTION
Registration Number:	3528172	GROOVE POCKET
Registration Number:	1515511	JACQUES MORET
Registration Number:	1051920	JACQUES MORET
Registration Number:	3185608	JUST IMAGINE
Registration Number:	3017174	MORET
Registration Number:	3017171	MORET
Registration Number:	3472372	MORET GIRL

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Registration Number:	3813042	MORET ULTRA
Registration Number:	1865864	MORET ULTRA
Registration Number:	2452049	MORETULTRA
Registration Number:	2414630	SPEED DRI
Registration Number:	2252267	ULTRA
Registration Number:	3791366	WARM SYSTEM TECHNOLOGY
Serial Number:	85123069	DRI-GIRL
Serial Number:	85199351	DRY F-X
Serial Number:	85217318	SLIM SCULPT
Serial Number:	85261946	AU CONTRAIRE
Serial Number:	85345749	BODYSHAPING TECHNOLOGY
Serial Number:	85174754	SPEED DRI

CORRESPONDENCE DATA

Fax Number: (312)706-9000
Phone: 3127018352
Email: zbeal@mayerbrown.com, ipdocket@mayerbrown.com,
ejpalmer@mayerbrown.com

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

Correspondent Name: Erick J. Palmer
Address Line 1: P. O. Box 2828
Address Line 2: Mayer Brown LLP
Address Line 4: Chicago, ILLINOIS 606902828

ATTORNEY DOCKET NUMBER: 08053626 EJP

NAME OF SUBMITTER: Erick J. Palmer

Signature: /ejp/

Date: 09/26/2011

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of September 8, 2011 (this "Agreement"), between **JACQUES MORET, INC.**, a Delaware corporation (the "Assignor") in favor of **JPMORGAN CHASE BANK, N.A.** (the "Assignee"), as administrative agent for various financial institutions (collectively, the "Lenders") providing financing for the Assignor.

W I T N E S S E T H:

WHEREAS, the Assignor holds all right, title and interest in and to the trademarks, trademark applications and trademark licenses listed on Annex I attached hereto, which trademarks, trademark applications and trademark licenses are registered or applied for in the United States Patent and Trademark Office (collectively, the "Trademarks");

WHEREAS, the Assignor, Regent-Sutton, LLC, E-Moret, LLC, BMG Moret LLC, BMG IP LLC, SBH Intimates, Inc., High Point Design LLC, H. Best Ltd., DJM International LLC and certain other persons from time to time party thereto (collectively, the "Grantors"), entered into a Security Agreement, dated as of September 8, 2011 (as amended, supplemented, restated or otherwise modified from time to time, the "Security Agreement"), made by the Grantors, in favor of the Assignee, for its benefit and the benefit of the Lenders and other secured parties (collectively, the "Secured Parties");

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee, for the benefit of the Secured Parties, a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (collectively, the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and the Assignee hereby agrees as follows:

(a) The Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee, for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure, for the benefit of the Secured Parties, the prompt payment and performance of the Obligations.

(b) The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

(c) This Agreement may not be amended, restated or otherwise modified except in accordance with the terms of the Security Agreement, pursuant to which the Assignee may modify this Agreement (after obtaining the Assignor's approval) by amending Annex I attached hereto to include reference to any right, title or interest of the Assignee in any additional Trademarks or to delete any reference to any Trademarks in which the Grantor no longer has any right, title or interest.

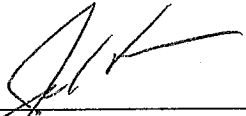
(d) This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York.

(e) This Agreement shall be binding upon and inure to the benefit of the Assignor and the Assignee and their respective successors and assigns.

(f) This Agreement may be executed in any number of counterparts, each of which shall constitute an original and all of which when taken together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto as of the day and year first above written.

JACQUES MORET, INC., as Assignor

By: 
Name: Joseph Harary
Title: President

JPMORGAN CHASE, N.A., as Assignee

By: _____
Name: D. Kevin McQuade
Title: Authorized Signatory

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto as of the day and year first above written.

JACQUES MORET, INC., as Assignor

By: _____
Name: Joseph Harary
Title: President

JPMORGAN CHASE, N.A., as Assignee

By: D. Kevin McQuade
Name: D. Kevin McQuade
Title: Authorized Signatory

ANNEX I
to
Trademark Security Agreement

Trademarks and Trademark Applications

Item A. Trademarks

Registered Trademarks

<u>Grantor</u>	<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Jacques Moret, Inc.	USA	B SWEET	3,051,681	January 24, 2006
Jacques Moret, Inc.	USA	B SWEET (and design)	3,051,701	January 24, 2006
Jacques Moret, Inc.	USA	BETTER BUILT BASICS	3,131,073	August 15, 2006
Jacques Moret, Inc.	USA	BODY MOTION	1,479,721	March 8, 1988
Jacques Moret, Inc.	USA	BODY MOVES	1,582,628	February 13, 1990
Jacques Moret, Inc.	USA	BODYMOTION	3,163,183	October 24, 2006
Jacques Moret, Inc.	USA	ENERGY & MOTION	3,163,184	October 24, 2006
Jacques Moret, Inc.	USA	GROOVE POCKET	3,528,172	November 4, 2008
Jacques Moret, Inc.	USA	JACQUES MORET	1,515,511	December 6, 1988
Jacques Moret, Inc.	USA	JACQUES MORET (Stylized)	1,051,920	November 2, 1976
Jacques Moret, Inc.	USA	JUST IMAGINE	3,185,608	December 19, 2006
Jacques Moret, Inc.	USA	MORET	3,017,174	November 22, 2005
Jacques Moret, Inc.	USA	MORET	3,017,171	November 22, 2005
Jacques Moret, Inc.	USA	MORET GIRL	3,472,372	July 22, 2008
Jacques Moret, Inc.	USA	MORET ULTRA	3,813,042	July 6, 2010

<u>Grantor</u>	<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Jacques Moret, Inc.	USA	MORET ULTRA	1,865,864	December 6, 1994
Jacques Moret, Inc.	USA	MORETULTRA (and design)	2,452,049	May 15, 2001
Jacques Moret, Inc.	USA	SPEED DRI	2,414,630	December 19, 2000
Jacques Moret, Inc.	USA	ULTRA	2,252,267	June 15, 1999
Jacques Moret, Inc.	USA	WARM SYSTEM TECHNOLOGY	3,791,366	May 18, 2010

Pending Trademark Applications

<u>Grantor</u>	<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
Jacques Moret, Inc.	USA	DRI-GIRL	85-123069	September 3, 2010
Jacques Moret, Inc.	USA	DRY F-X	85-199351	December 16, 2010
Jacques Moret, Inc.	USA	SLIM SCULPT	85-217318	January 13, 2011
Jacques Moret, Inc.	USA	AU CONTRAIRE (and design)	85-261946	March 9, 2011
Jacques Moret, Inc.	USA	BODYSHAPING TECHNOLOGY	85-345749	June 14, 2011
Jacques Moret, Inc.	USA	SPEED DRI	85-174754	November 11, 2010

Trademark Applications in Preparation

<u>Grantor</u>	<u>Country</u>	<u>Trademark</u>	<u>Docket No.</u>	<u>Expected Filing Date</u>	<u>Products/Services</u>
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None.

Item B. Trademark Licenses

<u>Country or Territory</u>	<u>Trademark</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
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None.