

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
KATE SOMERVILLE SKINCARE, LLC		09/09/2011	LIMITED LIABILITY COMPANY: CALIFORNIA

RECEIVING PARTY DATA

Name:	SQUARE 1 BANK
Street Address:	406 Blackwell Street
Internal Address:	Suite 240
City:	DURHAM
State/Country:	NORTH CAROLINA
Postal Code:	27701
Entity Type:	CORPORATION: NORTH CAROLINA

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	3656024	SKIN HEALTH PYRAMID
Registration Number:	3365919	TOTAL VITAMIN V
Registration Number:	3500301	LINE RELEASE
Registration Number:	3486719	ANTI BAC
Registration Number:	3941184	COMPLEXION CORRECTION
Registration Number:	3878580	PEPTIDE K8
Registration Number:	3720325	SKIN HEALTH EXPERTS
Registration Number:	3703787	KATE SOMERVILLE SKIN HEALTH EXPERTS
Registration Number:	3788851	SKIN HEALTH EXPERTS MEDICAL CORPORATION
Registration Number:	3920226	HYDRAKATE LINE RELEASE
Registration Number:	3551281	EXFOLIKATE
Serial Number:	85188596	ILLUMIKATE
Serial Number:	85331051	DERMALQUENCH

CH \$615.00 3656024

Serial Number:	85312199	PIMPLE PUNISHER
Serial Number:	85312108	TRUE LASH
Serial Number:	85263451	CLINIC DEVELOPED, TESTED AND PROVEN
Serial Number:	85263445	CHANGE YOUR SKIN IN 2 MINUTES, TRANSFORM YOUR SKIN IN 30 DAYS
Serial Number:	85243136	CLINIC-TO-GO
Serial Number:	85243122	WHAT DOES YOUR SKIN CRAVE?
Serial Number:	85243115	KATE CLINICAL
Serial Number:	77919695	SOMERVILLE360°
Serial Number:	77925254	CYTOCELL
Serial Number:	85357261	DERMALQUENCH-TO-GO
Serial Number:	85375530	DERMALQUENCH LIQUID LIFT

CORRESPONDENCE DATA

Fax Number: (919)354-1278
Phone: 919-314-3086
Email: loandocsdept@square1bank.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: Square 1 Bank
Address Line 1: 406 Blackwell Street
Address Line 2: Suite 240
Address Line 4: DURHAM, NORTH CAROLINA 27701

NAME OF SUBMITTER:	Lee Conner
Signature:	/leeconner-tkf/
Date:	10/11/2011

Total Attachments: 7
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of September 9, 2011 by and between SQUARE 1 BANK ("Bank") and KATE SOMERVILLE SKINCARE, LLC, a California limited liability company ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Bank is willing to extend and to continue to extend financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof (collectively, "Intellectual Property Collateral").

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. This Agreement is intended facilitate Bank's filing of appropriate security interest assignments with the U.S. Copyright Office or the U.S. Patent and Trademark Office, as applicable. The Loan Agreement, and applicable law or equitable remedies, shall govern Bank's rights and remedies with respect to the Intellectual Property Collateral. Each right, power and remedy of Bank provided for herein or in the Loan Agreement shall be



concurrent and nothing shall preclude the simultaneous or later exercise by any person, including Bank, of any or all such rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

SIGNATURE PAGE FOLLOWS

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TRADEMARK
REEL: 004639 FRAME: 0621

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

KATE SOMERVILLE SKINCARE,
LLC

9012 Beverly Boulevard
Los Angeles, CA 91360

By: *Michelle Taylor*
Name: Michelle Taylor
Title: CEO

BANK:

Address of Bank:

SQUARE 1 BANK

406 Blackwell Street, Suite 240
Durham, NC 27701
Attn: Loan Documentation Department

By: *Evan Travis*
Name: Evan Travis
Title: VBO



EXHIBIT A
COPYRIGHTS

Description	Registration Number	Registration Date
SKIN HEALTH PYRAMID	VA0001656565	11-24-2008

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EXHIBIT B

PATENTS

Description	Registration OR Serial Number	Registration OR Filing Date
NONE		

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EXHIBIT C
TRADEMARKS

Description	Registration/ Application Number	Registration/ Application Date
ILLUMIKATE	85/188596	12-1-2010
DERMALQUENCH	85/331051	5-26-2011
PIMPLE PUNISHER	85/312199	5-4-2011
TRUE LASH	85/312108	5-4-2011
CLINIC DEVELOPED, TESTED AND PROVEN	85/263451	3-10-2011
CHANGE YOUR SKIN IN 2 MINUTES, TRANSFORM YOUR SKIN IN 30 DAYS	85/263445	3-10-2011
CLINIC-TO-GO	85/243136	2-15-2011
WHAT DOES YOUR SKIN CRAVE?	85/243122	2-15-2011
KATE CLINICAL	85/243115	2-15-2011
SKIN HEALTH PYRAMID	3656024	7-14-2009
TOTAL VITAMIN V	3365919	1-8-2008
LINE RELEASE	3500301	9-9-2008
ANTI BAC	3486719	8-12-2008
SOMERVILLE360	77/919695	1-25-2010
COMPLEXION CORRECTION	3941184	4-5-2011
CYTOCELL	77/925254	2-1-2010
PEPTIDE K8	3878580	11-23-2010
SKIN HEALTH EXPERTS	3720325	12-1-2009
KATE SOMERVILLE SKIN HEALTH EXPERTS	3703787	10-27-2009

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SKIN HEALTH EXPERT'S MEDICAL CORPORATION	3788851	5-11-2010
HYDRAKATE LINE RELEASE	3920226	2-15-2011
EXFOLIKATE	3551281	12-23-2008
DERMALQUENCH-TO-GO	85/357261	6-27-11
DERMALQUENCH LIQUID LIFT	85/375530	7-19-2011

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