

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
Ideal Image Development, Inc.		11/01/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	SunTrust Bank		
Street Address:	303 Peachtree Street, NE		
Internal Address:	3rd Floor		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30308		
Entity Type:	CORPORATION: GEORGIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3843575	(800) BE-IDEAL	
CORRESPONDENCE DATA			
Fax Number:	(404)881-7777		
Phone:	404-881-7000		
Email:	betsy.perkins@alston.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Laura Kees		
Address Line 1:	1201 West Peachtree Street		
Address Line 4:	Atlanta, GEORGIA 30309-3424		
ATTORNEY DOCKET NUMBER:	001833/374275		
NAME OF SUBMITTER:	Laura Kees		
Signature:	/Laura Kees/		

OP \$40.00 3843575

900207123

TRADEMARK
REEL: 004660 FRAME: 0773

Date:

11/14/2011

Total Attachments: 5

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GRANT OF SECURITY INTEREST
PATENTS AND TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, IDEAL IMAGE DEVELOPMENT, INC., a Delaware corporation (the "Grantor"), with principal offices at 770 South Dixie Highway, Suite 200, Coral Gables, Florida 33146, hereby assigns and grants to SUNTRUST BANK, as Administrative Agent (the "Grantee") with principal offices at 303 Peachtree Street, NE, 3rd Floor, Atlanta, Georgia 30308, a security interest in (i) all of the Grantor's right, title and interest in and to the trademarks, trademark registrations, trademark applications and trademark licenses (the "Marks") set forth on Schedule A attached hereto and all reissues, extensions or renewals thereof; (ii) all of the Grantor's right, title and interest in and to the patents, patent applications and patent licenses (the "Patents") set forth on Schedule B attached hereto and all reissues, continuations, continuations-in-part and extensions thereof, in each case together with (iii) all Proceeds (as such term is defined in the Guaranty and Security Agreement referred to below) of the Marks and Patents, (iv) the goodwill of the businesses with which the Marks are associated, and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same.

THIS GRANT OF SECURITY INTEREST (this "Grant"), is made to secure the satisfactory performance and payment of all the "Secured Obligations" of the Grantor, as such term is defined in the Guaranty and Security Agreement among Grantor, the other grantors from time to time party thereto and the Grantee, dated as of November 2, 2009 (as the same may be amended, restated, modified and/or supplemented from time to time, the "Guaranty and Security Agreement").

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Guaranty and Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guaranty and Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Guaranty and Security Agreement, the provisions of the Guaranty and Security Agreement shall govern. This Grant may be executed in counterparts.

This Grant shall be governed by the laws of the State of New York (without giving effect to the conflict of law principles thereof).

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date referenced above.

IDEAL IMAGE DEVELOPMENT, INC.,
as Grantor

By: [Signature]
Name: Stephen Lazarus
Title: Senior Vice President and Chief
Financial Officer

STATE OF Florida)
) ss.:
COUNTY OF Miami-Dade

On this 1 day of Nov, 2011, before me personally came Stephen Lazarus who, being by me duly sworn, did state as follows: that he is the Senior Vice President and Chief Financial Officer of IDEAL IMAGE DEVELOPMENT, INC., that he is authorized to execute the foregoing Grant on behalf of said corporation and that he did so by authority of the board of directors of said corporation.

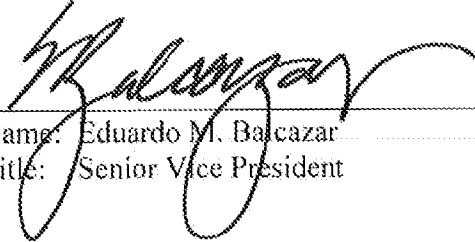
[Signature]

Notary Public
NOTARY PUBLIC STATE OF FLORIDA
Deborah A. Reno
Commission # 011718534
Expires JAN. 09, 2012
BRIDGED TREE ATLANTIC HOLDING CO., INC.

[Signature Page to Grant of Security Interest Patents and Trademarks]
[Ideal Image Development, Inc.]

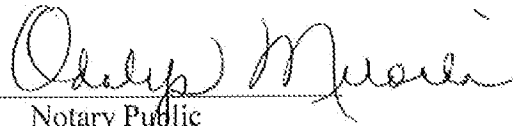
SUNTRUST BANK

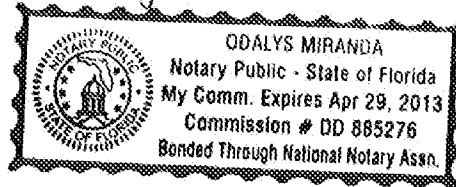
as Administrative Agent, as Grantee

By: 
Name: Eduardo M. Balcazar
Title: Senior Vice President

STATE OF Florida)
COUNTY OF Dade) ss.:

On this 28 day of Oct., 2011, before me personally came Eduardo M. Balcazar who, being by me duly sworn, did state as follows: that he is a Senior Vice President of SUNTRUST BANK, that he is authorized to execute the foregoing Grant on behalf of SunTrust Bank and that he did so by authority of SunTrust Bank.


Notary Public



SCHEDULE A

ACTIVE

U.S. SERVICE MARK REGISTRATIONS

(800) BE-IDEAL	U.S.	Ideal Image Development, Inc.	77/637428	3,843,575	12/20/2008	09/07/2010	Class 44: Cosmetic enhancement services, namely, removal of hair, veins, brown spots, wrinkles, acne and skin blemishes, and laser hair and vein removal	Registered. Combined Declarations of Use and Incontestability Under Sections 8 and 15 due between 09/07/2015 and 09/07/2016.
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SCHEDULE B

REGISTERED PATENTS

<u>Patent</u>	<u>Patent Number</u>	<u>Issue Date</u>
N/A	N/A	N/A

PATENT APPLICATIONS

N/A

PATENT LICENSES

N/A

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