

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
pH Beauty Labs, Inc.		01/30/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	BRIDGE BANK, NATIONAL ASSOCIATION
Street Address:	55 Almaden Blvd.
City:	SAN JOSE
State/Country:	CALIFORNIA
Postal Code:	95113
Entity Type:	Banking Association: CALIFORNIA

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	78911778	BEAUTIFUL BATH
Serial Number:	78477975	FREEMAN BARE HANDS
Serial Number:	77806825	GOODSTUFF ORGANICS
Serial Number:	76372172	(PH) BEAUTY LABS
Serial Number:	76554176	FREEMAN BEAUTIFUL FACE
Serial Number:	75583025	VITA-K SOLUTION
Serial Number:	75230663	FREEMAN
Serial Number:	74666263	BARE FOOT
Serial Number:	74478120	FREEMAN BEAUTIFUL SKIN

CORRESPONDENCE DATA

Fax Number: (858)638-5130
 Phone: 858-638-6730
 Email: susan.reynholds@dlapiper.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

CH \$240.00 78911778

Correspondent Name: DLA Piper LLP (US)
Address Line 1: 4365 Executive Drive, Suite 1100
Address Line 2: Attention: Susan Reynolds
Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	355157-132
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NAME OF SUBMITTER:	Troy Zander
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Signature:	/s/ Troy Zander
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Date:	02/13/2012
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Total Attachments: 6
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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of January 30, 2012, (this "**Agreement**") between BRIDGE BANK, NATIONAL ASSOCIATION ("**Lender**") and pH Beauty Labs, Inc., ("**Grantor**") is made with reference to the Third Amended and Restated Business Financing Agreement, dated as of January 30, 2012 (as amended from time to time, the "**Financing Agreement**"), between Lender and Grantor and amends and restates, in its entirety, that certain Intellectual Property Security Agreement between Lender and Grantor dated as of January 19, 2011 (the "**Original IP Security Agreement**"). Terms defined in the Financing Agreement have the same meaning when used in this Agreement. All security interests granted under the Original IP Security Agreement are hereby confirmed and ratified and shall continue to secure all Obligations under this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Financing Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "**Intellectual Property Collateral**"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "**Copyrights**"), including the Copyrights described in Exhibit A;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks (collectively, the "**Trademarks**"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "**Patents**"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "**Mask Works**");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Financing Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Financing Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

PH BEAUTY LABS, INC.

By: Douglas Hosking
Name: Douglas Hosking
Title: CEO

LENDER:

BRIDGE BANK, NATIONAL ASSOCIATION

By: [Signature]
Name: Larry LaCruz
Title: SVP

Address for Notices:

Attn: Ted Paul
1964 Westwood Blvd., Suite 300
Los Angeles, CA 90025
Tel: (310)446-9300
Fax: (310)446-9301

Address for Notices:

Attn: Lee Shodiss
55 Almaden Blvd. Ste. 100
San Jose, CA 95113
Tel: (408) 423-8500
Fax: (408)423-8510

EXHIBIT A
COPYRIGHTS

Please Check if No Copyrights Exist

<u>Type of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Preregistered?</u>

EXHIBIT B
TRADEMARKS

Please Check if No Trademarks Exist

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>UPTO Reference Number:</u>	<u>Filing Date:</u>
BEAUTIFUL BATH	78911778	3312341		06/19/06
FREEMAN BARE HANDS	78477975	3143193		09/02/04
GOODSTUFF ORGANICS	77806825	377298		08/18/09
(PH) BEAUTY LABS	76372172	2948725		02/19/02
FREEMAN BEAUTIFUL FACE	76554176	3259028		10/24/03
VITA-K SOLUTION	75583025	2138576		11/04/98
FREEMAN BARE FOOT	75230663	2197110		01/24/97
FREEMAN BEAUTIFUL SKIN	74666263	1983825		04/27/95
	74478120	1872177		01/10/95

EXHIBIT C

PATENTS

Please Check if No Patents Exist

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued or Published?</u>	<u>Issue Date:</u>