

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Patent and Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Alterna Holdings Corp.		04/16/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	U.S. Bank National Association
Street Address:	One US Bank Plaza, 12th Floor
Internal Address:	Mail Code SL-MO-T12M
City:	St. Louis
State/Country:	MISSOURI
Postal Code:	63101
Entity Type:	national association: UNITED STATES

PROPERTY NUMBERS Total: 38

Property Type	Number	Word Mark
Registration Number:	3967894	STRENGTH FLEXIBILITY SUSTAINABILITY BAMBOO
Registration Number:	3968003	BECAUSE GREAT HAIR SHOULD BE SUSTAINABLE
Registration Number:	3963638	STYLING COCKTAILS
Registration Number:	3967906	DIAL-YOUR-STYLE
Registration Number:	3866000	10 THE SCIENCE OF TEN
Registration Number:	3178809	VOLUME MOLDING CREAM
Registration Number:	3314468	RADIANT SMOOTHING LOTION
Registration Number:	3170233	AGE-CONTROL COMPLEX
Registration Number:	3402907	COLOR HOLD
Registration Number:	3075612	ENZYMETHERAPY
Registration Number:	3621664	CAVIAR ANTI-AGING
Registration Number:	3483873	THE SCIENCE OF SKINCARE FOR HAIR
Registration Number:	2617597	NUTROZYME COMPLEX

CH \$965.00 3967894

Registration Number:	2067782	ALTERNA
Registration Number:	2410914	ALTERNA
Registration Number:	2243924	ALTERNA
Registration Number:	2176239	
Registration Number:	3548786	
Registration Number:	3723951	CAVIAR
Registration Number:	3645386	
Registration Number:	3500679	
Registration Number:	3507074	
Registration Number:	3677996	
Registration Number:	3529387	
Registration Number:	2190320	
Registration Number:	2183428	
Registration Number:	2777171	
Registration Number:	2701733	
Registration Number:	3982679	
Registration Number:	3732912	CAVIAR
Serial Number:	85268747	CAVIAR CLINICAL
Serial Number:	85372513	STRENGTH · FLEXIBILITY · SUSTAINABILITY BAMBOO STYLE
Serial Number:	85424590	ALTERNA STYLIST
Serial Number:	85436487	1 NIGHT HIGHLIGHTS
Serial Number:	85371497	HEMP NATURAL STRENGTH
Serial Number:	85426429	RAPID REPAIR SPRAY
Serial Number:	85542465	CAVIAR TEXTURES
Serial Number:	85084867	STYLING COCKTAILS

CORRESPONDENCE DATA

Fax Number: 3146673633
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 314-552-6000
Email: ipdocket@thompsoncoburn.com
Correspondent Name: Jennifer A. Visintine
Address Line 1: One US Bank Plaza
Address Line 2: Thompson Coburn LLP
Address Line 4: St. Louis, MISSOURI 63101

ATTORNEY DOCKET NUMBER:

TRADEMARK
REEL: 004764 FRAME: 0152

	299-103296
NAME OF SUBMITTER:	Jennifer A. Visintine
Signature:	/jennifer a. visintine/
Date:	04/24/2012
<p>Total Attachments: 15 source=agreement#page1.tif source=agreement#page2.tif source=agreement#page3.tif source=agreement#page4.tif source=agreement#page5.tif source=agreement#page6.tif source=agreement#page7.tif source=agreement#page8.tif source=agreement#page9.tif source=agreement#page10.tif source=agreement#page11.tif source=agreement#page12.tif source=agreement#page13.tif source=agreement#page14.tif source=agreement#page15.tif</p>	

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (as the same may be amended, modified, extended, renewed, supplemented or restated from time to time, this "Agreement") is effective as of April 16, 2012, by and among ALTERNA HOLDINGS CORP., a Delaware corporation (the "Debtor"), and U.S. Bank National Association (the "Secured Party").

WITNESSETH:

WHEREAS, the Debtor and the Secured Party have entered into that certain Loan Agreement of even date herewith (as the same may be amended, modified, extended, renewed, supplemented or restated from time to time the "Loan Agreement"); all capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Loan Agreement;

WHEREAS, the Debtor and Secured Party are parties to that certain Security Agreement of even date herewith (as the same may be amended, modified, extended, renewed, supplemented or restated from time to time the "Security Agreement"), pursuant to which the Debtor has granted to the Secured Party a security interest in and lien on, among other things, all of the Debtor's accounts, accounts receivable, payment intangibles, inventory, documents, instruments, chattel paper, general intangibles (including, without limitation, goodwill, patents, patent applications, trademarks, trademark applications and licenses), machinery, equipment, investment property, books and records, all whether now owned or hereafter acquired by the Debtor and all cash and non-cash proceeds thereof;

WHEREAS, as a condition precedent to the Secured Party entering into the Loan Agreement, the Secured Party has required that the Debtor execute and deliver this Agreement to the Secured Party; and

WHEREAS, this Agreement has been granted in conjunction with the security interest granted under the Security Agreement to the Secured Party. The rights and remedies of the Secured Party with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor hereby covenants and agrees with the Secured Party as follows:

1. Grant of Security Interest. For value received, the Debtor hereby grants the Secured Party a security interest in and lien on all of the Debtor's right, title and interest in, to and under the following described property, all whether now owned and existing or hereafter created, acquired or arising (collectively, the "Collateral"):

(a) all patents and patent applications, and the inventions and improvements described and claimed therein, including, without limitation, each patent and patent application listed on Schedules A and B, respectively, attached hereto and incorporated herein by reference (as the same may be amended pursuant hereto from time to time) and (i) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (ii) all income, damages and payments now and/or hereafter due or payable under or with respect thereto, including, without limitation, license royalties, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof and (iv) all rights corresponding thereto throughout the world (all of the foregoing patents and patent applications together with the items described in clauses (i) through (iv) of this subsection (a) are hereinafter collectively referred to herein as the "Patents");

(b) all trademarks, service marks, trademark or service mark registrations, trade names, trade styles, trademark or service mark applications and brand names, including, without limitation, common law rights and each mark and application listed on Schedules C and D, respectively, attached hereto and incorporated herein by reference; and (i) renewals or extensions thereof, (ii) all income, damages and payments now and/or hereafter due or payable with respect thereto, including, without limitation, license royalties, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names, service marks and applications and registrations thereof together with the items described in clauses (i) through (iv) of this subsection (b) are hereinafter collectively referred to herein as the "Trademarks");

(c) the goodwill of the Debtor's business connected with and symbolized by the Trademarks; and

(d) all proceeds, including, without limitation, proceeds which constitute property of the types described in (a), (b) and (c) above and any rents and profits of any of the foregoing items, whether cash or noncash, immediate or remote, and insurance proceeds, and all products of (a), (b) and (c) above, and any indemnities, warranties and guaranties payable by reason of loss or damage to or otherwise with respect to any of the foregoing items;

to secure the payment of (i) any and all of the present and future Borrower's Obligations, (ii) any and all other indebtedness (principal, interest, fees, collection costs and expenses and other amounts), liabilities and obligations (including, without limitation, guaranty obligations, letter of credit reimbursement obligations and indemnity obligations) of the Debtor to the Secured Party of every kind and character, now existing or hereafter arising, absolute or contingent, joint or several or joint and several, otherwise secured or unsecured, due or not due, direct or indirect, expressed or implied in law, contractual or tortious, liquidated or unliquidated, at law or in equity, or otherwise, and whether heretofore, now or hereafter incurred or given by the Debtor as principal, surety, endorser, guarantor or otherwise, and whether created directly or acquired by the Secured Party by assignment or otherwise and (iii) any and all costs of collection, including, without limitation, reasonable attorneys' fees and expenses, incurred by the Secured Party upon the occurrence of an Event of Default under this Agreement, in collecting or enforcing payment of any such indebtedness, liabilities or obligations or in preserving, protecting or realizing on the Collateral under this Agreement or in representing the Secured Party in connection with any proceedings by, against or involving the Debtor under any Debtor Relief Laws (hereinafter collectively referred to as the "Secured Obligations").

Notwithstanding the foregoing paragraph, the security interest created by this Agreement shall not extend to, and the term "Collateral" shall not include, any "intent to use" trademark applications for which a statement of use has not been filed and accepted by the United States Patent and Trademark Office (but only until such statement of use is filed and accepted).

2. Representations, Warranties and Covenants of the Debtor. The Debtor hereby represents and warrants to the Secured Party, and covenants and agrees with the Secured Party, that:

(a) all of the Patents, registered Trademarks and applications for registration material to Debtor's business are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and are not at this time the subject of any challenge to their validity or enforceability;

(b) to the best of the Debtor's knowledge, each of the Patents and Trademarks material to Debtor's business is valid and enforceable;

(c) (i) no claim has been made or threatened that the use of any of the Patents or Trademarks does or may violate the rights of any third person, (ii) no claims for patent infringement have been commenced or threatened in connection with any of the Patents and (iii) no claims for trademark infringement have been commenced or threatened in connection with any of the Trademarks;

(d) to the best of the Debtor's knowledge, the Debtor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents and Trademarks material to Debtor's business, free and clear of any and all Liens, charges and encumbrances, including, without limitation, any and all pledges, assignments, licenses, registered user agreements, shop rights and covenants by the Debtor not to sue third persons;

(e) the Debtor has the unqualified right, power and authority to enter into this Agreement and perform its terms;

(f) the Debtor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the registered Patents and Trademarks; and

(g) the Debtor has the exclusive, royalty-free right and license to use the Patents and Trademarks material to Debtor's business and agrees not to assign ownership of, or grant any Liens on (other than Liens in favor of the Secured Party), any of the Patents and/or Trademarks during the term of this Agreement.

3. Inspection Rights; Product Quality. Upon reasonable request, the Debtor will permit inspection of the Debtor's facilities which manufacture, inspect or store products sold under any of the Patents and/or Trademarks and

inspection of the products and records relating thereto by the Secured Party during normal business hours and at other reasonable times. The Debtor will reimburse the Secured Party upon demand for all reasonable costs and expenses incurred by the Secured Party in connection with any such inspection conducted by the Secured Party while any Default or Event of Default under the Loan Agreement has occurred and is continuing. The Debtor agrees (a) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable practices and (b) to provide the Secured Party, upon the Secured Party's reasonable request from time to time, with a certificate of an officer of the Debtor certifying the Debtor's compliance with the foregoing.

4. Further Assurances. The Debtor hereby agrees that, unless and until (a) all of the Secured Obligations shall have been fully, finally and indefeasibly paid in cash, (b) there shall be no remaining commitment or obligation of the Secured Party to advance funds, make loans or extend credit to, and/or issue letters of credit for the account of, the Debtor under the Loan Agreement, any other Loan Document any other agreement, document or instrument or otherwise, (c) no Letters of Credit shall remain outstanding, (d) no Swap Contracts between the Debtor and the Secured Party shall remain in effect and (e) the Loan Agreement shall have expired or been terminated in accordance with its terms, it will not, without the prior written consent of the Secured Party, enter into any agreement (for example, a license or sublicense agreement) which is inconsistent with the Debtor's obligations under this Agreement, the Loan Agreement and/or any other Loan Document and the Debtor agrees that it will not take any action or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights transferred to the Secured Party under this Agreement. The Debtor further agrees that at any time and from time to time, at the expense of the Debtor, the Debtor will promptly execute and deliver to the Secured Party any and all further instruments and documents and take any and all further action that the Secured Party may request in good faith in order to perfect and protect the security interest granted by the Debtor to the Secured Party pursuant to this Agreement with respect to the Patents and Trademarks or to enable the Secured Party to exercise its rights and remedies under this Agreement with respect to the same.

5. Additional Patents and/or Trademarks. If (a) the Debtor (i) becomes aware of any existing Patents and/or Trademarks of which the Debtor has not previously informed the Secured Party, (ii) obtains rights to any new Patents, registered Trademarks and/or applications to register Trademarks or (iii) becomes entitled to the benefit of any Patents and/or Trademarks which benefit is not in existence on the date of this Agreement or (b) a statement of use has been filed and accepted by the United States Patent and Trademark Office with respect to any "intent to use" trademark of the Debtor, the provisions of this Agreement shall automatically apply thereto and the Debtor shall give the Secured Party written notice thereof as required by Section 5.01(a)(iii) of the Loan Agreement.

6. Modification by the Secured Party. The Debtor hereby irrevocably authorizes the Secured Party to modify this Agreement by amending Schedules A, B, C, and/or D to include any future patents, patent applications, trademarks, trademark applications, service marks, service mark applications, service mark registrations and/or trade names covered by Paragraphs 1 and 5 hereof, without the signature of the Debtor if permitted by applicable Law.

7. Use of Patents, Trademarks and Licenses. So long as no Event of Default under the Loan Agreement has occurred and is continuing, the Debtor may use the Patents and Trademarks in any lawful manner not inconsistent with this Agreement on and in connection with products sold by the Debtor, for the Debtor's own benefit and account and for none other.

8. Default. If any Event of Default under the Loan Agreement shall have occurred and be continuing, the Secured Party shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by Law and the rights and remedies of a secured party under the Uniform Commercial Code and/or other applicable law as enacted in any jurisdiction in which any of the Patents and/or Trademarks may be located and, without limiting the generality of the foregoing, the Secured Party may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to the Debtor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, all or from time to time any of the Patents and/or Trademarks (together with, in the case of Trademarks, the goodwill of the Debtor associated therewith), or any interest which the Debtor may have therein, and after deducting from the proceeds of sale or other disposition of the Patents and/or Trademarks all expenses (including, without limitation, all expenses for brokers' fees and reasonable attorney's fees and expenses), shall apply the residue of such proceeds toward the payment or cash collateralization of the Secured Obligations in the following order: (a) first, to the payment of all costs, expenses, liabilities and advances made or incurred by the Secured Party in connection with the collection and enforcement of the Secured Obligations and the sale or other realization upon the Collateral; provided, however, that nothing herein is intended to relieve the Debtor of its obligation to pay such costs, expenses, liabilities and advances; (b) second, to the payment of the Secured Obligations in such order and manner as the Secured Party, in its discretion, may elect; and (c) third, to the payment of any surplus remaining after the payment of the amounts mentioned, to the Debtor or to whomsoever may be lawfully entitled thereto. The Debtor shall

remain liable to the Secured Party for the payment of any deficiency, with interest. Notice of any sale or other disposition of any of the Patents and/or Trademarks shall be given to the Debtor at least five (5) Business Days before the time of any intended public or private sale or other disposition of such Patents and/or Trademarks is to be made, which the Debtor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Secured Party and/or any holder of any of the Secured Obligations may, to the extent permissible under applicable Law, purchase the whole or any part of the Patents and/or Trademarks sold, free from any right of redemption on the part of the Debtor, which right is hereby waived and released. The Debtor agrees that upon the occurrence and continuance of any Event of Default under the Loan Agreement, the use by the Secured Party of the Patents and/or Trademarks shall be worldwide, and without any liability for royalties or other related charges from the Secured Party to the Debtor. If an Event of Default under the Loan Agreement shall occur and be continuing, the Secured Party shall have the right, but shall in no way be obligated, to bring suit in its own name (for the benefit of itself) to enforce any and all of the Patents and/or Trademarks, and, if the Secured Party shall commence any such suit, the Debtor shall, at the request of the Secured Party, do any and all lawful acts and execute any and all proper documents required by the Secured Party in aid of such enforcement and the Debtor shall promptly, upon demand, reimburse and indemnify the Secured Party for all costs and expenses incurred by the Secured Party in the exercise of its rights and remedies under this Agreement. All of the Secured Party's rights and remedies with respect to the Patents and/or Trademarks, whether established hereby, by the Security Agreement or by any other agreement or by Law shall be cumulative and may be exercised singularly or concurrently.

9. Termination of Agreement. At such time as (a) all of the Secured Obligations (other than contingent reimbursement obligations) shall have been fully, finally and indefeasibly paid in cash, (b) there shall be no remaining commitment or obligation of the Secured Party to advance funds, make loans or extend credit to, and/or issue letters of credit for the account of, the Debtor under the Loan Agreement, any other Loan Document, any other agreement, document or instrument or otherwise, (c) no Letters of Credit shall remain outstanding, (d) no Swap Contracts between the Debtor and the Secured Party shall remain in effect and (e) the Loan Agreement shall have expired or been terminated in accordance with its terms, this Agreement shall terminate and, upon the Debtor's request and at the Debtor's expense, the Secured Party shall execute and deliver to the Debtor all instruments as may be necessary or proper to extinguish the Secured Party's security interest in the Collateral, subject to any disposition thereof which may have been made by the Secured Party pursuant to this Agreement. If claim is ever made on the Secured Party for repayment or recovery of any amount or amounts received by the Secured Party in payment or on account of any of the Secured Obligations (including payment under a guaranty or from application of collateral) and the Secured Party repays all or part of said amount by reason of (a) any judgment, decree or order of any court or administrative body having jurisdiction over the Secured Party or any Property of the Secured Party or (b) any settlement or compromise of any such claim effected by the Secured Party with any such claimant (including, without limitation, the Borrower and/or the Debtor), then and in such event the Debtor agrees that any such judgment, decree, order, settlement or compromise shall be binding on the Debtor, notwithstanding any cancellation of any note or other instrument or agreement evidencing such Secured Obligations or of this Agreement, and this Agreement shall continue to be effective or be reinstated, as the case may be, and shall secure the payment of the amount so repaid or recovered to the same extent as if such amount had never originally been received by the Secured Party. This Agreement shall continue to be effective or be reinstated, as the case may be, if (a) at any time any payment of any of the Secured Obligations is rescinded or must otherwise be returned by the Secured Party upon the insolvency, bankruptcy or reorganization of the Borrower and/or the Debtor or otherwise, all as though such payment had not been made or (b) this Agreement is released in consideration of a payment of money or transfer of property or grant of a security interest by the Debtor or any other Person and such payment, transfer or grant is rescinded or must otherwise be returned by the Secured Party upon the insolvency, bankruptcy or reorganization of such Person or otherwise, all as though such payment, transfer or grant had not been made.

10. Expenses. Any and all fees, costs and expenses of whatever kind or nature, including, without limitation, the reasonable attorneys' fees and expenses incurred by the Secured Party in connection with the preparation, negotiation, administration and/or enforcement of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or other amounts in connection with protecting, maintaining or preserving the Patents and/or Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Patents and/or Trademarks, shall be borne and paid by the Debtor on demand by the Secured Party and until so paid shall be added to the principal amount of the Secured Obligations and shall bear interest at a rate per annum equal to the lesser of Two Percent (2%) over and above the Floating Rate (which interest rate shall fluctuate as and when the Floating Rate shall change) or the highest rate of interest allowed by law from the date incurred until reimbursed by the Debtor.

11. Preservation of Patents and Trademarks. The Debtor shall have the duty (a) to file and prosecute diligently any patent, trademark or service mark applications pending as of the date hereof or hereafter and (b) to preserve and maintain all rights in the Patents and Trademarks, in each case as is commercially reasonable. Any expenses

incurred in connection with the Debtor's obligations under this Section 11 shall be borne by the Debtor.

12. Secured Party Appointed Attorney-In-Fact. If any Event of Default under the Loan Agreement shall have occurred and be continuing, the Debtor hereby authorizes and empowers the Secured Party to make, constitute and appoint any officer, employee or agent of the Secured Party as the Secured Party may select, in its sole discretion, as the Debtor's true and lawful agent and attorney-in-fact, with the power to endorse the Debtor's name on all applications, documents, papers and instruments necessary for the Secured Party to use the Patents and/or Trademarks, or to grant or issue any exclusive or non-exclusive license under the Patents and/or Trademarks to anyone else, or necessary for the Secured Party to assign, pledge, convey or otherwise transfer title to or dispose of the Patents and/or Trademarks to anyone else. The Debtor hereby ratifies all that such agent or attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Agreement.

13. No Waiver. No course of dealing between the Debtor and the Secured Party, nor any failure to exercise, nor any delay in exercising, on the part of the Secured Party, any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

14. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

15. Amendments. This Agreement is subject to amendment or modification only by a writing signed by Debtor and the Secured Party, except as provided in Paragraph 6 above.

16. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, except that Debtor may not assign, transfer or delegate any of its rights, obligations or duties under this Agreement without the prior written consent of the Secured Party.

17. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the substantive laws of the United States of America and the State of New York (without reference to conflict of law principles); it being understood that, to the extent that the Uniform Commercial Code requires the application of the laws of another jurisdiction with respect to the perfection, the effect of the perfection or non-perfection and/or the priority of the security interests and liens created by this Agreement, the laws of such other jurisdiction shall apply to such matters.

18. Consent to Jurisdiction; Waiver of Jury Trial. THE DEBTOR HEREBY IRREVOCABLY (A) SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF ANY MISSOURI STATE COURT SITTING IN THE COUNTY OF ST. LOUIS, MISSOURI OR ANY UNITED STATES OF AMERICA COURT SITTING IN THE EASTERN DISTRICT OF MISSOURI, EASTERN DIVISION, AS THE SECURED PARTY MAY ELECT, IN ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, (B) AGREES THAT ALL CLAIMS IN RESPECT TO SUCH SUIT, ACTION OR PROCEEDING MAY BE HELD AND DETERMINED IN ANY OF SUCH COURTS, (C) WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH THE DEBTOR MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT AND (D) WAIVES ANY CLAIM THAT SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. **THE DEBTOR (AND BY ITS ACCEPTANCE HEREOF, THE SECURED PARTY) HEREBY IRREVOCABLY WAIVE THE RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY ACTION IN WHICH THE DEBTOR AND THE SECURED PARTY ARE PARTIES RELATING TO OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.**

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Debtor has executed this Patent and Trademark Security Agreement effective as of the date first written above.

ALTERNA HOLDINGS CORP. ("Debtor")

By 
Name: Brian Krumrei
Title: Vice President, Treasurer & Secretary

SCHEDULE A

Patents

U.S. HAIR CARE COMPONENT AND METHOD FOR USE IN A HAIR COLORING SYSTEM	PN 7,833,289 B1	Issued 11-16-2010
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SCHEDULE B

Patent Applications

NONE

SCHEDULE C

Trademark Registrations

I. U.S. Registered Trademarks

	Mark	Registration Information
1.	STRENGTH FLEXIBILITY SUSTAINABILITY BAMBOO	Registered RN 3967894 Date 5-24-11
2.	BECAUSE GREAT HAIR SHOULD BE SUSTAINABLE	Registered RN 3968003 Date 5-24-11
3.	STYLING COCKTAILS	Registered RN 3963638 Date 5-17-11
4.	DIAL YOUR STYLE	Registered RN 3967906 Date 5-24-11
5.	10 THE SCIENCE OF TEN	Registered RN 3,866,000 Date 10-19-10
6.	VOLUME MOLDING CREAM	Registered RN 3,178,809 Date 11-28-06
7.	RADIANT SMOOTHING LOTION	Registered RN 3,314,468 Date 10-16-07
8.	AGE CONTROL COMPLEX (not as an ingredient mark)	Registered RN 3,170,233 Date 11-7-06
9.	COLOR HOLD (not as an ingredient mark)	Registered RN 3402907 Date 3-25-08
10.	ENZYMETHERAPY (not as an ingredient mark)	Registered RN 3,075,612 Date 04-04-06
11.	CAVIAR ANTI AGING	Registered RN 3,621,664 Date 05-19-09
12.	THE SCIENCE OF SKINCARE FOR HAIR	Registered RN 3483873 Date 08-12-08

	Mark	Registration Information
13.	ALTERNA CAVIAR RAPID REPAIR SPRAY	CANCELLED
14.	NUTROZYME COMPLEX(an ingredient mark)	RN 2,617,597 Date 09/10/02
15.	ALTERNA	Reg No 2,067,782 Date 06-03-97
16.	ALTERNA	Reg No. 2,410,914 Date 12-05-00
17.	ALTERNA	Reg No. 2,243,924 Date 05-04-99
18.	ORB LOGO	Reg No. 2176239 Date 7-28-98
	Bottle List	
19.	WINE BOTTLE DESIGN	RN 3,548,786 Date 12/23/2008
20.	CAVIAR BOTTLE DESIGN	RN 3,723,951 Date 12/8/2009
21.	PADDLE BOTTLE DESIGN	Reg No. 3,645,386 Date June 30, 2009
22.	M & M BOTTLE DESIGN	Reg No. 3,500,679 Date 9-16-2008
23.	GREEN PIPE BOTTLE DESIGN	Reg No. 3,507,074 Date September 30, 2008
24.	GENIE BOTTLE DESIGN (10 shampoo/conditioner bottle)	Reg No. 3,677,996 Date September 1, 2009
25.	CLUB BOTTLE DESIGN (10 lotion bottle)	Reg No. 3,529,387 Date November 4, 2008

	Mark	Registration Information
26.	RED BOTTLE DESIGN (pyramid-like hemp spray leave-in conditioner)	Reg No. 2,190,320 Date September 22, 1998
27.	GOLD BOTTLE DESIGN (wine bottle design in color gold)	Reg No. 2,183,428 Date August 25, 1998
28.	(old) BAMBOO BOTTLE DESIGN (shampoo)	Reg No. 2,777,171 Date October 28, 2003
29.	(old) BAMBOO BOTTLE DESIGN (hairstyling gel)	Reg No. 2,701,733 Date April 1, 2003
30.	BAMBOO BOTTLE DESIGN (hair care preparations)	Reg No. 3,982,679 Date June 21, 2011
31.	CAVIAR BOTTLE DESIGN II (shampoo and conditioner)	Reg No 3,732,912 Date December 19, 2009

II. Foreign Registered Trademarks

1. "ALTERNA" mark	Reg No.	Registration Date
NEW ZEALAND	272665	5-11-98
ARGENTINA	2409594	11-19-10
2. AUSTRALIA	726564	1-29-97
AUSTRIA	171.962	10-8-97
BAHRAIN	26935	2-6-00
CANADA	TMA 524154	03-01-00
CHINA	3732934	01-21-06
DENMARK	VR1998 03088	9-11-98
FINLAND	209800	4/30/98
FRANCE	97675789	11-14-97

GERMANY	397 07 072	4-21-97
GREECE	134,400	04-19-99
HUNGARY	151 688	4-24-98
IRELAND	204669	2-4-97
ITALY	810027	4-12-00
JAPAN	4461 070	3-23-01
KOREA (Rep.)	495068	6-8-01
LATVIA	M60290	2-20-2009
MALAYSIA	2000-01186	2-10-00
MEXICO	706,604	7-25-01
NORWAY	188118	1-22-98
PORTUGAL	325177	8-1-01
RUSSIA	333155	09-04--07
SINGAPORE	T00/05354J	4-01-03
SPAIN	2,073,953	1-13-99
SWEDEN	327,617	7-24-98
SWITZERLAND	445.863	11-5-97
3. TAIWAN	927044	2-1-01
TURKEY	202.299	10-26-98
U.K.	2,122,235	8-15-97
4. ESTONIA	44890	04/07/08
ICELAND	426/2008	4-3-08
5. ALTERNA "ORB" LOGO		
TURKEY	202,533	10-26-98
BAHRAIN	26936	02-06-00

CANADA	TMA529, 790	06-27-00
CTM	005590682	10-10-07
GERMANY	399 11 065	06-11-99

MISC TRADEMARKS

Mark	Reg No	Registration Date
CANADA TM: NUTROZYME COMPLEX	TMA 596,091	12-01-03
CANADA TM: ALTERNA ENZYMETHERAPY	TMA 571,665	12-4-02
U.K. TM: ENZYMETHERAPY	2141961	2-20-98
GERMANY TM: ENZYMETHERAPY and Design	39967644	04-18-00
CTM TM: 10 THE SCIENCE OF TEN	05535596	09-26-07
CTM: STRENGTH FLEXIBILITY SUSTAINABILITY BAMBOO	009367012	2-21-2011
CTM: CAVIAR ANTI AGING	009364605	4-6-2011
CTM: ENZYMETHERAPY	008864852	8-2-2010
CTM: CAVIAR	007333396	5-27-2009

SCHEDULE D

Applications For Trademark Registration

I. U.S. Trademark Applications

Mark	Application Date	Application #
CAVIAR CLINICAL	3-16-11	85268747
STRENGTH FLEXIBILITY SUSTAINABILITY BAMBOO STYLE	7-15-11	85372513
ALTERNA STYLIST	9-16-11	85424590
1 NIGHT HIGHLIGHTS	9-30-11	85436487
HEMP NATURAL STRENGTH	7-14-11	85371497
CAVIAR CLINICAL	3-16-11	85268747
RAPID REPAIR SPRAY	9-19-11	85426429
CAVIAR TEXTURES	2-14-2012	85542465
STYLING COCKTAILS (in design)	7/14/2010	85/084867

II. Foreign Trademark Applications

Country	SN	FILING DATE
CTM: ALTERNA STYLIST	010460269	12-1-2011
CTM: HEMP NATURAL STRENGTH	010557742	1-12-12

CTM: STRENGTH FLEXIBILITY SUSTAINABILITY BAMBOO STYLE	010556868	1-12-2012
CANADA: ALTERNA STYLIST	1560175	1-17-2012
CANADA: CAVIAR CLINICAL	1560281	1-18-2012
CHINA: CAVIAR ANTI AGING	pending	1-31-2012
CANADA: CAVIAR TEXTURES	1566315	2-28-2012
CTM: 1 NIGHT HIGHLIGHTS	010767499	3-28-2012
CANADA: 1 NIGHT HIGHLIGHTS	Pending	Filed
BRAZIL: 1 NIGHT HIGHLIGHTS	Pending	Filed
BRAZIL: STRENGTH FLEXIBILITY SUSTAINABILITY BAMBOO	Pending	Filed
CHINA: ALTERNA in Chinese Characters ,	Pending	4/9/2012
CANADA: CAVIAR TEXTURES	Pending	2-28-2012
CANADA: STRENGTH FLEXIBILITY SUSTAINABILITY BAMBOO STYLE	1560174	1-17-2012
CANADA: CAVIAR ANTI AGING	1560278	1-18-12
CTM: CAVIAR CLINICAL	0102383319	9-2-11
ARGENTINA: "CAVIAR Anti Aging"	2979785	2/17/2010