

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
N.V. PERRICONE LLC		12/16/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	UNION BANK, N.A., as administrative agent for the Lenders
Street Address:	350 CALIFORNIA STREET, 10TH FLOOR
City:	SAN FRANCISCO
State/Country:	CALIFORNIA
Postal Code:	94104
Entity Type:	NATIONAL BANKING ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 54

Property Type	Number	Word Mark
Serial Number:	85306855	ACYL-GLUTATHIONE
Serial Number:	85227777	BLUE PLASMA
Serial Number:	85337446	COLD PLASMA SUB-D
Serial Number:	85171479	CRINKLE
Serial Number:	85115276	FACELIFT IN A FRIDGE
Serial Number:	77867192	IWRINKLE
Serial Number:	77924561	LIP PERFECT
Serial Number:	85436343	NO CONCEALER CONCEALER
Serial Number:	85225427	NO LIPSTICK LIPSTICK
Serial Number:	85225416	NO MASCARA MASCARA
Serial Number:	85115288	NO SHADOW SHADOW
Serial Number:	77540042	PERRICONE
Serial Number:	85401274	PERRICONE MD
Serial Number:	85337457	SUB-D

TRADEMARK

Serial Number:	85197387	SUPER
Serial Number:	85197392	SUPER BY DR NICHOLAS PERRICONE
Serial Number:	77932312	SUPERBY DR. NICHOLAS PERRICONE
Serial Number:	85370298	SUPERFOODS.SKIN.SCIENCE
Serial Number:	85389582	THE NECK CURE
Serial Number:	85401051	THE PERRICONE LAB
Serial Number:	85112418	THE PERRICONE METHOD
Serial Number:	85214415	THE SCIENCE OF BEAUTY
Serial Number:	85258145	WHEN DOES A WRINKLE BECOME A CREASE?
Registration Number:	3664950	BEAUTY FROM THE INSIDE OUT AND THE OUTSIDE IN
Registration Number:	3407559	CERAMIC EYE SMOOTHER
Registration Number:	3419323	CERAMIC SKIN SMOOTHER
Registration Number:	3670677	COLD PLASMA
Registration Number:	4054037	CRINKLE ERASER
Registration Number:	4057540	DAYLIGHT SAVINGS
Registration Number:	4046796	
Registration Number:	3981667	FEED HUNGRY SKIN
Registration Number:	3991065	FEED HUNGRY SKIN
Registration Number:	3981669	FEED HUNGRY SKIN WITH THE WORLD'S MOST POWERFUL SUPERFOODS
Registration Number:	3985834	FEED HUNGRY SKIN WITH THE WORLD'S MOST POWERFUL SUPERFOODS
Registration Number:	3790708	LIGHT RENEWAL
Registration Number:	3763210	NO FOUNDATION FOUNDATION
Registration Number:	3843105	PERRICALGAE
Registration Number:	4038856	PERRICONE
Registration Number:	3536219	PERRICONEMD NUTRICEUTICALS
Registration Number:	3596203	PERRICONEMD THERAPEUTICS
Registration Number:	3595750	PERRICONEMD, COSMECEUTICALS
Registration Number:	3607920	PIGMENT CORRECTIVE
Registration Number:	3513617	SCIENCE AGE CORRECT
Registration Number:	3493605	SCIENCE
Registration Number:	3513616	SCIENCE AGE PREVENT
Registration Number:	3513618	SCIENCE SKIN CLEAR
Registration Number:	3432460	SCIENCE TARGETED CARE

Registration Number:	3500395	SOLAR PROTECTION FOR FACE WITH DMAE
Registration Number:	3464767	SOLAR PROTECTION FOR BODY WITH DMAE
Registration Number:	3473549	STIMULCELL
Registration Number:	4047076	STOP YOUR WRINKLES FROM BECOMING CREASES
Registration Number:	3978279	SUPER
Registration Number:	3535610	SYNERGY ANTI-AGING AROMATIC
Registration Number:	4047075	THE CREASE CURE

CORRESPONDENCE DATA

Fax Number: 2132264028
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 213-488-7100
Email: kevin.davis@pillsburylaw.com
Correspondent Name: ANNA PARK, ESQ.
Address Line 1: PILLSBURY WINTHROP SHAW PITTMAN LLP
Address Line 2: 725 SOUTH FIGUEROA STREET, SUITE 2800
Address Line 4: LOS ANGELES, CALIFORNIA 90017-5406

ATTORNEY DOCKET NUMBER:	005550-0000316
NAME OF SUBMITTER:	ANNA PARK
Signature:	/Anna Park/
Date:	04/26/2012

Total Attachments: 9
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, extended, renewed, supplemented, reaffirmed or otherwise modified from time to time, the "*IP Security Agreement*") dated as of December 16, 2011, is made by N.V. Perricone LLC, a Delaware limited liability company (the "*Grantor*"), in favor of Union Bank, N.A., as administrative agent (the "*Agent*") for the Lenders (as defined below).

WHEREAS, the Grantor previously entered into that certain Credit Agreement dated as of March 3, 2006 (as amended prior to the date hereof, the "*Existing Credit Agreement*"), with the lenders party thereto and the Agent.

WHEREAS, the Existing Credit Agreement is being amended and restated by that certain Amended and Restated Credit Agreement dated as of the date hereof (as further amended, restated, extended, renewed, supplemented, reaffirmed or otherwise modified from time to time, the "*Credit Agreement*") among the Grantor, the lenders party thereto (the "*Lenders*") and the Agent. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, pursuant to the Credit Agreement, the Grantor has executed and delivered that certain Reaffirmation Agreement dated as of the date hereof whereby the Grantor reaffirmed its obligations under the Security Agreement dated as of March 3, 2006 executed by the Grantor in favor of the Agent (the "*Security Agreement*").

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Agent, for the ratable benefit of the Lenders, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed pursuant thereto to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

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

SECTION 1. Grant of Security. The Grantor hereby grants to the Agent for the ratable benefit of the Lenders a security interest in all of the Grantor's right, title and interest in and to the following (the "*Collateral*"):

(i) all patents and patent applications, now owned or hereafter acquired by the Grantor, including without limitation, the patents and patent applications set forth on Schedule A hereto (the "*Patents*");

(ii) all trademarks and service marks and applications, now owned or hereafter acquired by the Grantor, including, without limitation, the trademark and service mark registrations and applications set forth on Schedule A attached hereto, together with the goodwill symbolized thereby (the "*Trademarks*");

(iii) all copyrights, whether registered or unregistered, now owned or hereafter acquired by the Grantor, including, without limitation, the copyright registrations and

applications and exclusive copyright licenses set forth on Schedule A attached hereto (the “*Copyrights*”);

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

Notwithstanding the foregoing, the Collateral shall not include any intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office, provided that upon such filing and acceptance, such intent-to-use applications shall be included in the Collateral.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by the Grantor under this IP Security Agreement secures the payment and performance of all Obligations of the Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to the Grantor, the payment of all amounts that constitute part of the Obligations and that would be owed by the Grantor to any Lender under the Loan Documents but for the fact that such Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed and delivered in any number of counterparts (including delivery by PDF), each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the

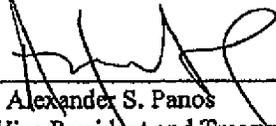
rights and remedies of, the Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of California.

[Signature page follows.]

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunder duly authorized as of the date first above written.

N.V. PERRICONE LLC, a Delaware limited liability company

By: 

Name: Alexander S. Panos

Title: Vice President and Treasurer

Schedule A

COPYRIGHTS

None

PATENTS

Title	Application/Patent Number	Filing/Issue Date
Method of Skin Care Using Lipoic and Ascorbic Acids	7,438,896	10/21/08
Topical Use of Microfine Calcined Alumina	7,226,608	06/05/07
Treatment of Acne Using Alkonolamine Compositions	7,125,882	10/24/06
Treatment of Acne Using Alkonolamine Compositions	7,081,479	07/25/06
Apparatus for Skin Treatment	7,066,941	06/27/06
Topical Use of Microfine Calcined Alumina	7,037,512	05/02/06
Skin Whiteners Containing Hydroxytetrionic Acid Derivatives	7,019,029	03/28/06
Treatment of Skin Wounds Using Polyenylphosphatidylcholine and Alkanolamines	6,979,459	12/27/05
Treatment of Skin Wounds Using Polyenylphosphatidylcholine and Alkanolamines	6,932,963	08/23/05
Hair and Nail Treatments Using Alkanolamines	6,908,941	06/21/05
Method of Skin Care and/or Treatment Using Lipoic Acid	6,752,999	06/22/04
Treatment of Acne Using Alkanolamine Compositions	6,743,433	06/01/04
Treatment of Rosacea Using Lipoic Acid	6,586,472	07/01/03
Subcutaneous Muscle Treatment Using Electronic Stimulation and Topical Compositions	6,500,857	12/31/02
Treatment of Rosacea Using Lipoic Acid	6,472,432	10/29/02
Treatment of Skin Damage Using Olive Oil Polyphenols	6,437,004	08/20/02
Skin Whiteners Containing Hydroxytetrionic Acid	6,417,226	07/09/02

Title	Application/Patent Number	Filing/Issue Date
Topical Scar Treatments Using Alkanolamines	6,319,942	06/06/01
Treatment of Skin Damage Using Conjugated Linoleic Acid and Ascorbyl Fatty Acid Esters	6,296,861	10/02/01
Treatment of Skin Damage Using Polyenylphosphatidylcholine	6,191,121	02/20/01
Stabilized Ascorbyl Compositions	6,162,419	12/19/00
Treatment of Scar Tissue Using Lipoic Acid	5,965,618	10/12/99
Topical Administration of Catecholamines and Related Compounds to Subcutaneous Muscle Tissue Using Percutaneous Penetration Enhancers	5,879,690	03/09/99
Lipoic Acid in Topical Compositions	5,709,868	01/20/98
Topical Compositions and Methods for Treatment of Skin Damage and Aging Using Catecholamines and Related Compounds	5,643,586	07/01/97
Method and Compositions for Topical Application of Ascorbic Acid Fatty Acid Esters for Treatment and/or Prevention of Skin Damage	5,574,063	11/12/96
Method and Compositions for Treatment and/or Prevention of Skin Damage and Aging	5,554,647	09/10/96
Method and Compositions for Topical Application to the Skin of Tocotrienol for Prevention and/or Treatment of Skin Damage	5,545,398	08/13/96
Method for Treating and Preventing Sunburn and Sunburn Damage to the Skin	5,409,693	04/25/95
Method and Compositions for Topical Application to the Skin for Prevention and/or Treatment of Radiation-Induced Skin damage	5,376,361	12/27/94
Electronic Muscle Stimulator Glove	D459,816	07/02/02
Electronic Muscle Stimulator Finger Tip Triplet	D459,479	06/25/02
Electronic Muscle Stimulator Finger Tip	D459,478	06/25/02

MARKS

U.S. Trademark	Serial No. Registration No.	Filing Date Issue Date	Status / Assignee
ACYL-GLUTATHIONE	85/306,855	04/28/11	Pending
BLUE PLASMA	85/227,777	01/27/11	Pending
COLD PLASMA SUB-D	85,337,446	06/03/11	Pending
CRINKLE	85/171,479	11/08/10	Pending
FACELIFT IN A FRIDGE	85/115,276	08/25/10	Pending
LIP PERFECT	77/924,561	02/01/10	Pending
NO CONCEALER CONCEALER	85/436,343	09/30/11	Pending
NO LIPSTICK LIPSTICK	85/225,427	01/25/11	Pending
NO MASCARA MASCARA	85/225,416	01/25/11	Pending
NO SHADOW SHADOW	85/115,288	08/25/10	Pending
PERRICONE	77/540,042	08/06/08	Pending
PERRICONE MD	85/401,274	08/18/11	Pending
SUB-D	85/337,457	06/03/11	Pending
SUPER	85/197,387	12/14/10	Pending
SUPER BY DR NICHOLAS PERICONE	85/197,392	12/14/10	Pending
SUPER BY DR. NICHOLAS PERRICONE	77/932,312	02/10/10	Pending
SUPERFOODS.SKIN.SCIENCE	85/370,298	07/13/11	Pending
THE NECK CURE	85,389,582	08/04/11	Pending
THE PERRICONE LAB	85/401,051	08/18/11	Pending
IWRINKLE	77/867,192	11/06/09	Pending
THE PERRICONE METHOD	85/112,418	08/20/10	Pending
THE SCIENCE OF BEAUTY	85/214,415	01/10/11	Pending
WHEN DOES A WRINKLE BECOME A CREASE?	85/258,145	03/04/11	Pending
NEUROPEPTIDE EYE AREA CONTOUR	3,009,806	10/25/05	Registered
NEUROPEPTIDE FACIAL SERUM PREP	2,993,474	09/06/05	Registered
SOLAR PROTECTION FOR FACE WITH DMAE	3,500,395	09/09/08	Registered
SOLAR PROTECTION FOR FACE WITH DMAE	3,464,767	07/08/08	Registered

U.S. Trademark	Serial No. Registration No.	Filing Date Issue Date	Status / Assignee
THE PERRICONE PRESCRIPTION	3,015,522	11/15/05	Registered
BEAUTY FROM THE INSIDE OUT AND THE OUTSIDE IN	3,664,950	08/04/09	Registered
CERAMIC EYE SMOOTHER	3,407,559	04/01/08	Registered
CERAMIC SKIN SMOOTHER	3,419,323	04/29/08	Registered
COLD PLASMA	3,670,677	08/18/09	Registered
CRINKLE ERASER	4,054,037	11/08/11	Registered
DAYLIGHT SAVINGS	4,057,540	11/15/11	Registered
DESIGN ONLY	4,046,796	10/25/11	Registered
DR. PERRICONE'S SKIN AND TOTAL BODY NUTRITIONAL SUPPLEMENTS	3,162,750	10/24/06	Registered
FACE FIRING ACTIVATOR	3,273,022	07/31/07	Registered
FEED HUNGRY SKIN	3,981,667	06/21/11	Registered
FEED HUNGRY SKIN	3,991,065	07/05/11	Registered
FEED HUNGRY SKIN WITH THE WORLD'S MOST POWERFUL SUPERFOODS	3,981,669	06/21/11	Registered
FEED HUNGRY SKIN WITH THE WORLD'S MOST POWERFUL SUPERFOODS	3,985,834	06/28/11	Registered
HYDRATING NUTRIENT MASK	3,281,100	08/14/07	Registered
LIGHT RENEWAL	3,790,708	05/18/10	Registered
MOIST LIPS	3,287,228	08/28/07	Registered
N.V. PERRICONE, M.D.	3,126,999	08/08/06	Registered
N.V. PERRICONE, M.D. COSMECEUTICALS	2,237,822	04/06/99	Registered
N.V. PERRICONE, M.D. COSMECEUTICALS	2,920,772	01/25/05	Registered
N.V. PERRICONE, M.D. NUTRICEUTICALS	2,674,550	01/14/03	Registered
NEUROPEPTIDE FACIAL CONFORMER	3,034,311	12/27/05	Registered
NEUROPEPTIDE FACIAL CONTOUR	3,085,028	04/25/06	Registered
NO FOUNDATION FOUNDATION	3,763,210	03/23/10	Registered
NTP COMPLEX	2,315,317	02/08/00	Registered
NUTRIENT FACE FORTIFIER	3,260,284	07/10/07	Registered

U.S. Trademark	Serial No. Registration No.	Filing Date Issue Date	Status / Assignee
OUTPATIENT THERAPY	2,765,243	09/16/03	Registered
PERRICALGAE	3,843,105	08/31/10	Registered
PERRICONE	4,038,856	10/11/11	Registered
PERRICONEMD NUTRICEUTICALS	3,536,219	11/25/08	Registered
PERRICONEMD THERAPEUTICS	3,596,203	03/24/09	Registered
PERRICONEMD, COSMECEUTICALS	3,595,750	03/24/09	Registered
PIGMENT CORRECTIVE	3,607,920	04/14/09	Registered
SCIENCE AGE CORRECT	3,513,617	10/07/08	Registered
SCIENCE AGE LESS	3,493,605	08/26/08	Registered
SCIENCE AGE PREVENT	3,513,616	10/07/08	Registered
SCIENCE SKIN CLEAR	3,513,618	10/07/08	Registered
SCIENCE TARGETED CARE	3,432,460	05/20/08	Registered
SKIN & TOTAL BODY	2,935,651	03/22/05	Registered
STIMULCELL	3,473,549	07/22/08	Registered
STOP YOUR WRINKLES FROM BECOMING CREASES	4,047,076	10/25/11	Registered
SUPER	3,978,279	06/14/11	Registered
SYNERGY ANTI-AGING AROMATIC	3,535,610	11/18/08	Registered
THE BRAIN-BEAUTY CONNECTION	3,124,699	08/01/06	Registered
THE CREASE CURE	4,047,075	10/25/11	Registered
THE PERRICONE PRESCRIPTION	3,159,290	10/17/06	Registered
THE PERRICONE PRESCRIPTION	2,952,811	05/17/05	Registered
THE PERRICONE WEIGHT-LOSS DIET	3,162,749	10/24/06	Registered
THE WRINKLE CURE	2,640,234	10/22/02	Registered
THE WRINKLE CURE	2,832,268	04/13/04	Registered
THE WRINKLE CURE	3,898,161	12/28/10	Registered
THE WRINKLE CURE CLINIC	3,723,811	12/08/09	Registered
THREE-DAY NUTRITIONAL FACE- LIFT	3,160,217	10/17/06	Registered