

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                         |
|----------------------------|----------|----------------|-------------------------------------|
| NAC MARKETING COMPANY, LLC |          | 05/07/2012     | LIMITED LIABILITY COMPANY: DELAWARE |

**RECEIVING PARTY DATA**

|                 |   |
|-----------------|---|
| Name:           | FIFTH THIRD BANK, as Administrative Agent |
| Street Address: | 222 S. Riverside Plaza                    |
| City:           | Chicago                                   |
| State/Country:  | ILLINOIS                                  |
| Postal Code:    | 60606                                     |
| Entity Type:    | Banking Corporation: OHIO                 |

**PROPERTY NUMBERS Total: 9**

| Property Type        | Number   | Word Mark       |
|----------------------|----------|-----------------|
| Registration Number: | 4071755  | LUMATONE        |
| Registration Number: | 4071754  | PRORADIANCE     |
| Registration Number: | 4035106  | INCREDIBLE LEGS |
| Serial Number:       | 85594089 | PURPUREX        |
| Serial Number:       | 85590266 | YOUTHFUL GOLD   |
| Serial Number:       | 85589554 | SEBACLEAR       |
| Serial Number:       | 85589544 | MALE MATRIX     |
| Serial Number:       | 85572118 | ANTI LEG CRAMPS |
| Serial Number:       | 85236913 | AGELESS MALE    |

**CORRESPONDENCE DATA**

Fax Number: 3128637806  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
 Phone: 312-863-7198

OP \$240.00 4071755

Email: nancy.brougher@goldbergkohn.com  
Correspondent Name: Nancy Brougher  
Address Line 1: Goldberg Kohn Ltd.  
Address Line 2: 55 East Monroe Street, Suite 3300  
Address Line 4: Chicago, ILLINOIS 60603

|  |                |
|--|----------------|
| ATTORNEY DOCKET NUMBER:  | 6741.002       |
| NAME OF SUBMITTER:   | Nancy Brougher |
| Signature:   | /njb/          |
| Date:  | 05/08/2012     |
| <b>Total Attachments: 5</b><br>source=NAC Trademark Security Agreement#page1.tif<br>source=NAC Trademark Security Agreement#page2.tif<br>source=NAC Trademark Security Agreement#page3.tif<br>source=NAC Trademark Security Agreement#page4.tif<br>source=NAC Trademark Security Agreement#page5.tif |                |

## FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

This First Amendment to Trademark Security Agreement, dated as of May 7, 2012 (this "Amendment") is by and between NAC MARKETING COMPANY, LLC, a Delaware limited liability company ("Grantor") and FIFTH THIRD BANK, in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee").

### W I T N E S S E T H:

WHEREAS, Grantor, Grantee and the Lenders party thereto entered into that certain Credit Agreement dated March 31, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; capitalized terms not otherwise defined herein having the definitions provided therefor in the Credit Agreement);

WHEREAS, in connection with the Credit Agreement, and in order to secure Grantor's Obligations, Grantor and Grantee entered into that certain Trademark Security Agreement, dated as of March 31, 2010 (as amended, restated, modified or supplemented from time to time, the "Trademark Security Agreement"); and

WHEREAS, Grantor and Grantee have agreed to amend the Trademark Security Agreement in order to supplement Schedule 1 thereto to add additional Trademark Collateral to such Schedule 1;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Amendment to the Trademark Security Agreement. Schedule 1 to the Trademark Security Agreement is hereby amended by supplementing such Schedule 1 to include the information set forth on Schedule 1 attached hereto.

2. Miscellaneous.

(a) Captions. Section captions used in this Amendment are for convenience only, and shall not affect the construction of this Amendment.

(b) Counterparts. This Amendment may be executed in any number of counterparts and by the different parties on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Amendment. In proving this Amendment or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

(c) Governing Law. THIS AMENDMENT SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND GOVERNED BY, ALL OF THE PROVISIONS OF THE NEW YORK UNIFORM COMMERCIAL CODE AND BY THE OTHER INTERNAL LAWS (AS OPPOSED TO CONFLICT OF LAWS PROVISIONS) OF THE STATE OF NEW YORK. WHENEVER POSSIBLE, EACH PROVISION OF THIS

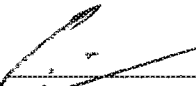
AMENDMENT SHALL BE INTERPRETED IN SUCH A MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS AMENDMENT SHALL BE PROHIBITED BY OR INVALID UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISIONS OR THE REMAINING PROVISIONS OF THIS AMENDMENT.

\* \* \* \*

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

**GRANTOR:**

NAC MARKETING COMPANY, LLC

By  \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

**GRANTEE:**

FIFTH THIRD BANK, as Administrative Agent

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

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

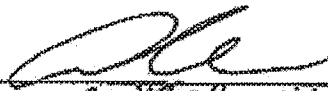
**GRANTOR:**

NAC MARKETING COMPANY, LLC

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

**GRANTEE:**

FIFTH THIRD BANK, as Administrative Agent

By  \_\_\_\_\_  
Name ARVISH SMALL  
Title VICE PRESIDENT

**SCHEDULE 1**

SCHEDULE 1  
to  
TRADEMARK SECURITY AGREEMENT

**TRADEMARK REGISTRATIONS**

| <b>Trademark</b> | <b>Registration No.</b> | <b>Registration Date</b> |
|------------------|-------------------------|--------------------------|
| LUMATONE         | 4071755                 | 12/13/2011               |
| PRORADIANCE      | 4071754                 | 12/13/2011               |
| INCREDIBLE LEGS  | 4035106                 | 10/04/2011               |

**TRADEMARK APPLICATIONS**

| <b>Trademark</b> | <b>Serial No.</b> | <b>File Date</b> |
|------------------|-------------------|------------------|
| PURPUREX         | 85594089          | 04/10/2012       |
| YOUTHFUL GOLD    | 85590266          | 04/05/2012       |
| SEBACLEAR        | 85589554          | 04/04/2012       |
| MALE MATRIX      | 85589544          | 04/04/2012       |
| ANTI LEG CRAMPS  | 85572118          | 03/16/2012       |
| AGELESS MALE     | 85236913          | 02/07/2011       |