

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Termination and Release of Security Interest in Intellectual Property

<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SRF Investments LLC		05/11/2012	LIMITED LIABILITY COMPANY: DELAWARE

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Intelligent Beauty, Inc.
<b>Street Address:</b>	2301 Rosecrans Avenue, Suite 1150
<b>City:</b>	El Segundo
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90245
<b>Entity Type:</b>	CORPORATION: DELAWARE
<b>Name:</b>	Sensa Products, LLC
<b>Street Address:</b>	2301 Rosecrans Avenue, Suite 1150
<b>City:</b>	El Segundo
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90245
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

<b>PROPERTY NUMBERS Total: 36</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
Registration Number:	3263290	REDPOINT
Registration Number:	3525751	RAW COLOR
Registration Number:	3497010	REDPOINT
Registration Number:	3122010	DELIVERING BEAUTY TO YOUR DOOR
Registration Number:	3122009	DELIVERING BEAUTY
Registration Number:	3131102	GLOW
Registration Number:	3596510	MOJAVE
Registration Number:	2868041	POSSIBLE

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Registration Number:	2828064	DERMSTORE
Registration Number:	4016502	S SHOE FABULOUS
Registration Number:	4026689	SHOE FABULOUS
Registration Number:	4026688	BAG FABULOUS
Registration Number:	4063894	SMARTLASH
Registration Number:	3805682	KRONOS
Registration Number:	3938336	T-SFERE
Registration Number:	3790902	BEAUTY FIX
Registration Number:	4035322	BEAUTY FIX
Registration Number:	3637991	SKINTENSIVE
Registration Number:	3649738	IQ DERMA
Registration Number:	3850583	BLUSH
Registration Number:	3801603	IQ DERMA CLEAR REMEDY
Registration Number:	3720620	BEAUTY FIXE
Registration Number:	3538407	BEAUTY FIX
Registration Number:	3574952	INTELLIGENT BEAUTY
Registration Number:	3607133	FIRMACEUTICALS
Registration Number:	3603161	RAWSKINCARE
Registration Number:	3619920	RAW NATURAL BEAUTY
Registration Number:	3719012	IQ
Registration Number:	3559516	IQ
Registration Number:	2753828	LIQUID STOCKINGS
Registration Number:	2580256	CREM
Registration Number:	2742176	MOJAVE MAGIC
Registration Number:	2248533	MOJAVE
Registration Number:	3583092	SENSA
Registration Number:	3613479	SENSA
Registration Number:	3514212	BEAUTY WITH INTELLIGENCE

**CORRESPONDENCE DATA**

Fax Number: 9194168328

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 9192868041

Email: pto\_tmconfirmation@mvalaw.com

Correspondent Name: Moore & Van Allen PLLC

Address Line 1: 430 Davis Drive

**TRADEMARK**  
**REEL: 004781 FRAME: 0896**

Address Line 2: Suite 500  
Address Line 4: Morrisville, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER: 327000-11568 JES

NAME OF SUBMITTER: John E. Slaughter

Signature: /John E. Slaughter/

Date: 05/17/2012

Total Attachments: 3  
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**TERMINATION AND RELEASE OF SECURITY INTEREST  
IN INTELLECTUAL PROPERTY**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**, dated as of May 11, 2012 ("Release"), is made by **SRF INVESTMENTS LLC**, a Delaware limited liability company ("Lender") in favor of **INTELLIGENT BEAUTY, INC.**, a Delaware corporation ("IB"), and **SENSA PRODUCTS, LLC**, a Delaware limited liability company ("Sensa", and collectively with IB, the "Grantors").

**WHEREAS**, pursuant to the Pledge and Security Agreement dated as of June 30, 2011 by and among Lender, Grantors, and other parties thereto ("Security Agreement"), the Intellectual Property Collateral Assignment and Security Agreement dated as of June 30, 2011 by and among Lender and Grantors ("IP Security Agreement"), and the First Amendment to Intellectual Property Collateral Assignment and Security Agreement dated as of September 13, 2011 by and among Lender and Grantors ("Amendment"), Grantors granted, conveyed, and assigned to Lender for collateral purposes all of such Grantors' right, title, and interest in and to the Collateral (as defined in the IP Security Agreement); and

**WHEREAS**, the IP Security Agreement was recorded at the United States Patent and Trademark Office ("USPTO") on July 6, 2011 at Reel 4576 Frame 0180 and the Amendment was recorded at the USPTO on September 13, 2011 at Reel 4621 Frame 0974.

**NOW THEREFORE**, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Lender and Grantors agree as follows:

**SECTION 1. Defined Terms.** Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Security Agreement, IP Security Agreement, or Amendment.

**SECTION 2. Termination and Release.** Lender hereby:

(a) absolutely, unconditionally and irrevocably terminates the IP Security Agreement and any other agreement under which Grantors have granted a collateral mortgage, pledge, hypothecation, grant, assignment, lien, or security interest in, to, and under the Collateral, subject and pursuant to the terms and conditions of that certain letter agreement, dated May 8, 2012, captioned "Re: Payoff of Term Loan," executed and delivered by Lender, Grantors and other parties thereto;

(b) absolutely, unconditionally and irrevocably terminates, cancels, forever discharges, and releases the collateral assignment, mortgage, pledge, and hypothecation and lien on and security interest in and to the right, title, and interest in, to, and under the Collateral, including the Collateral listed on Schedule A attached hereto, and hereby reassigns all right, title, and interest in and to the Collateral to the respective Grantors (IB Collateral to IB and Sensa Collateral to Sensa);

(c) represents and warrants that it has full authority to execute and deliver this Release; and

(d) authorizes and requests the recordation of this Release with the USPTO.

**SECTION 3. Further Assurances.** Lender hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the security interest release and reassignment contemplated herein. To the extent that any other filings with any other governmental authority have been made with respect to any of the Intellectual Property Collateral, Lender will execute and deliver a reasonable release or other instrument that will terminate any such filing and/or release any interests conveyed therein.

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**IN WITNESS WHEREOF**, the Lender has caused this Release to be duly executed as of the date first set forth above.

Lender:

**SRF INVESTMENTS LLC**

By: Ralph Finerman

Name: Ralph Finerman

Title: Manager

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**TRADEMARK**  
**REEL: 004781 FRAME: 0899**

**Schedule A**

**U.S. Trademarks Subject to Security Interest  
 Granted by Intellectual Beauty, Inc. and Sensa Products, LLC  
 In Favor of SRF Investments LLC  
 IP Security Agreement Recorded July 6, 2011 at Reel 4576 Frame 0180  
 Amendment Recorded September 13, 2011 at Reel 4621 Frame 0974**

**Registered Marks**

<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>
REDPOINT	3263290	07/10/07
RAW COLOR	3525751	10/28/08
REDPOINT	3497010	09/02/08
DELIVERING BEAUTY TO YOUR DOOR	3122010	07/25/06
DELIVERING BEAUTY	3122009	07/25/06
GLOW	3131102	08/15/06
MOJAVE	3596510	03/24/09
POSSIBLE	2868041	07/27/04
DERMSTORE	2828064	03/30/04
SU SHOE FABULOUS and Design	4016502	08/23/11
SHOE FABULOUS	4026689	09/13/11
BAG FABULOUS	4026688	09/13/11
SMARTLASH	4063894	11/29/11
KRONOS	3805682	06/22/10
T-SFERE	3938336	03/29/11
BEAUTY FIX	3790902	05/18/10
BEAUTY FIX	4035322	10/04/11
SKINTENSIVE	3637991	06/16/09
IQ DERMA	3649738	07/07/09
BLUSH	3850583	09/21/10
IQ DERMA CLEAR REMEDY	3801603	06/15/10
BEAUTY FIXE	3720620	12/08/09
BEAUTY FIX	3538407	11/25/08
INTELLIGENT BEAUTY	3574952	02/17/09
FIRMACEUTICALS	3607133	04/14/09
RAWKINCARE	3603161	04/07/09
RAW NATURAL BEAUTY	3619920	05/12/09
IQ	3719012	12/01/09
IQ and Design	3559516	01/13/09
LIQUID STOCKINGS	2753828	08/19/03
CREM	2580256	06/11/02
MOJAVE MAGIC	2742176	07/29/03
MOJAVE	2248533	06/01/99
SENSA	3583092	03/03/09
SENSA	3613479	04/28/09
BEAUTY WITH INTELLIGENCE	3514212	10/07/08

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