

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Intellectual Property		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Triplepoint Capital LLC		05/09/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Intelligent Beauty, LLC		
Street Address:	2301 Rosecrans avenue, Suite 1150		
City:	El Segundo		
State/Country:	CALIFORNIA		
Postal Code:	90425		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	4035322	BEAUTY FIX	
Registration Number:	3637991	SKINTENSIVE	
Registration Number:	3649738	IQ DERMA	
Registration Number:	3801603	IQ DERMA CLEAR REMEDY	
Registration Number:	3790902	BEAUTY FIX	
Registration Number:	3525751	RAW COLOR	
Registration Number:	3607133	FIRMACEUTICALS	
Registration Number:	3603161	RAWSKINCARE	
Registration Number:	3619920	RAW NATURAL BEAUTY	
Registration Number:	3719012	IQ	
Registration Number:	3559516	IQ	
CORRESPONDENCE DATA			
Fax Number:	9194168328		

OP \$290.00 4035322

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
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
source=Termination TM Triplepoint to Intelligent Beauty#page1.tif
source=Termination TM Triplepoint to Intelligent Beauty#page2.tif
source=Termination TM Triplepoint to Intelligent Beauty#page3.tif

**TERMINATION AND RELEASE OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**, dated as of May 9, 2012 ("Release"), is made by TRIPLEPOINT CAPITAL LLC, a Delaware limited liability company ("Lender") in favor of INTELLIGENT BEAUTY, LLC, Delaware limited liability company ("Grantor").

WHEREAS, pursuant to the Plain English Security Agreement dated as of February 29, 2008 by and among Lender, Grantor, and other guarantors party thereto ("Security Agreement") and the Plain English Intellectual Property Security Agreements dated as of February 29, 2008 by and among Lender and Grantor ("IP Security Agreements"), Grantor granted to Lender a lien on and security interest in all the present and future rights, title, and interest of Grantor in the Intellectual Property Collateral (as defined in the IP Security Agreement); and

WHEREAS, the IP Security Agreements were recorded at the United States Patent and Trademark Office ("USPTO") on April 2, 2008 at Reel 3751 Frame 0204, July 24, 2008 at Reel 3822 Frame 0828, and October 6, 2008 at Reel 3865 Frame 0767.

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 Grantor 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 or IP Security Agreements.

SECTION 2. Termination and Release. Lender hereby:

(a) absolutely, unconditionally and irrevocably terminates the IP Security Agreements and any other agreement under which Grantor has granted a collateral mortgage, pledge, hypothecation, grant, assignment, lien, or security interest in, to, and under the Intellectual Property Collateral;

(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 Intellectual Property Collateral, including the Intellectual Property Collateral listed on Schedule A attached hereto;

(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.

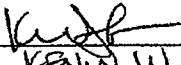
SECTION 3. Further Assurances. Lender hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the security interest release contemplated herein. To the extent that any other filings with any other governmental 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.

[Remainder of page intentionally left blank.]

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

Lender:

TRIPLEPOINT CAPITAL LLC

By: 
Name: KEVIN W. THORNE
Title: VP LEGAL

Schedule A

U.S. Trademarks Subject to Security Interest
Granted by Intelligent Beauty, LLC
In Favor of Triplepoint Capital LLC
Recorded April 2, 2008 at Reel 3751 Frame 0204

Registered Marks

Mark	Registration No.	Registration Date
RAW COLOR	3525751	10/28/08
FIRMACEUTICALS	3607133	04/14/09
RAW SKINCARE	3603161	04/07/09
RAW NATURAL BEAUTY	3619920	05/12/09
IQ	3719012	12/01/09
IQ and Design	3559516	01/13/09

U.S. Trademarks Subject to Security Interest
Granted by Intelligent Beauty, LLC
In Favor of Triplepoint Capital LLC
Recorded July 24, 2008 at Reel 3822 Frame 0828

Registered Marks

Mark	Registration No.	Registration Date
BEAUTY FIX	4035322	10/04/11
SKINTENSIVE	3637991	06/16/09
IQ DERMA	3649738	07/07/09
IQ DERMA CLEAR REMEDY	3801603	06/15/10

U.S. Trademark Subject to Security Interest
Granted by Intelligent Beauty, LLC
In Favor of Triplepoint Capital LLC
Recorded October 6, 2008 at Reel 3865 Frame 0767

Registered Mark

Mark	Registration No.	Registration Date
BEAUTY FIX	3790902	05/18/10

TR11\803781v1