

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Security Interest in U.S. Trademark Rights		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Arbonne International, LLC		08/29/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Collateral Agent		
Street Address:	201 Merritt 7		
City:	Norwalk		
State/Country:	CONNECTICUT		
Postal Code:	06851		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	85535381	AAROMASSENTIAL	
Serial Number:	85576541	ARBONNE THE DAZZLER	
Serial Number:	85576562	ARBONNE THE ANGEL	
Serial Number:	85576549	ARBONNE THE DYNAMO	
Serial Number:	85601684		
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-993-2698		
Email:	magdalini.rizakos@lw.com		
Correspondent Name:	Magdalini Rizakos c/o Latham & Watkins		
Address Line 1:	233 South Wacker Drive, Suite 5800		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Magdalini Rizakos		

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Signature:	/mr/
Date:	08/29/2012
Total Attachments: 5 source=NPG Trademark Security Agreement#page1.tif source=NPG Trademark Security Agreement#page2.tif source=NPG Trademark Security Agreement#page3.tif source=NPG Trademark Security Agreement#page4.tif source=NPG Trademark Security Agreement#page5.tif	

GRANT OF SECURITY INTEREST IN U.S. TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN U.S. TRADEMARK RIGHTS, dated as of August 29, 2012 (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), is made by LEVLAD, LLC, a Delaware limited liability company ("Levlad"), ARBONNE INTERNATIONAL, LLC, a Delaware limited liability company ("Arbonne" and together with Levlad, the "Grantors"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, as Collateral Agent (the "Agent") for GENERAL ELECTRIC CAPITAL CORPORATION, as administrative agent (the "Administrative Agent"), and the banks and other financial institutions or entities (the "Lenders") from time to time parties to the Credit Agreement, dated as of March 5, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among NATURAL PRODUCTS GROUP, INC., ARBONNE INTERMEDIATE HOLDCO, INC., a Delaware corporation, the Grantors, the Lenders, the Agent and the Administrative Agent.

WHEREAS, pursuant to the Credit Agreement, the Lenders and the Issuing Lenders (as defined in the Credit Agreement) have severally agreed to make extensions of credit to the Grantors, upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantors executed and delivered a Guarantee and Collateral Agreement, dated as of March 5, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), in favor of the Agent for the benefit of the Secured Parties;

WHEREAS, under the terms of the Guarantee and Collateral Agreement, each Grantor has granted a security interest in certain Collateral, including, without limitation, certain Intellectual Property, of such Grantor to the Agent for the benefit of the Secured Parties, and has agreed as a condition thereof to execute this Agreement for recording with the United States Patent and Trademark Office;

WHEREAS, each Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders and Issuing Lenders to make and continue to make extensions of credit to the Grantors pursuant to the Credit Agreement, each Grantor hereby agrees, for the benefit of the Secured Parties, as follows:

SECTION 1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Guarantee and Collateral Agreement, and, if not therein defined, in the Credit Agreement.

SECTION 2. GRANT OF SECURITY INTEREST. Each Grantor hereby pledges and grants to the Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the under the following, whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral");

(a) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to in Schedule I hereto), and (ii) the right to obtain all renewals thereof;

(b) any and all agreements granting any right in, to or under Trademarks to which such Grantor is a party (whether such Grantor is licensee or licensor thereunder);

(c) all renewals of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License;

(e) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill; and

(f) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

SECTION 3. GUARANTEE AND COLLATERAL AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Agent, for the benefit of the Secured Parties, pursuant to the Guarantee and Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

SECTION 4. APPLICABLE LAW. This Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York, without regard to its conflicts of law provisions (other than Section 5-1401 and Section 5-1402 of the New York General Obligation Laws).

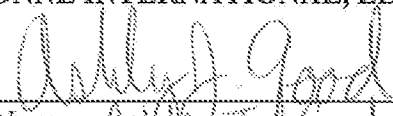
SECTION 5. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their respective duly authorized signatories as of the day and year first above written.

ARBONNE INTERNATIONAL, LLC

By:


Name: Ashley J. Good
Title: SP, General Counsel and Secretary

[Signature Page to Grant of Security Interest in U.S. Trademark Rights]

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Accepted and Agreed:

**GENERAL ELECTRIC CAPITAL
CORPORATION**, as Collateral Agent

By: 

Name: Judith Langan
Title: Its Duly Authorized Signatory

[Signature Page to Grant of Security Interest in U.S. Trademark Rights]

SCHEDULE I

Grantor	Mark	Application No.	Registration No.	Application Date	Registration Date
Arbonne International, LLC	AROMASSENTIALS	85535381	N/A	02/06/2012	N/A
Arbonne International, LLC	ARBONNE THE DAZZLER	85576541	N/A	03/22/2012	N/A
Arbonne International, LLC	ARBONNE THE ANGEL	85576562	N/A	03/22/2012	N/A
Arbonne International, LLC	ARBONNE THE DYNAMO	85576549	N/A	03/22/2012	N/A
Arbonne International, LLC	Arbonne Foundation Logo (stylized)	85601684	N/A	04/18/2012	N/A