

**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                         |
|-----------------------------------|----------|----------------|-------------------------------------|
| Ilex Consumer Products Group, LLC |          | 12/27/2012     | LIMITED LIABILITY COMPANY: MARYLAND |

**RECEIVING PARTY DATA**

|                   |  |
|-------------------|--|
| Name:             | General Electric Capital Corporation, as Agent |
| Street Address:   | 201 Merritt 7                                  |
| Internal Address: | 6th Floor                                      |
| City:             | Norwalk  |
| State/Country:    | CONNECTICUT                                    |
| Postal Code:      | 06851  |
| Entity Type:      | CORPORATION: DELAWARE                          |

**PROPERTY NUMBERS Total: 9**

| Property Type        | Number   | Word Mark                    |
|----------------------|----------|------------------------------|
| Registration Number: | 2193508  | TAKE ME AWAY!                |
| Registration Number: | 2234974  | GREEN TEATHERAPHY            |
| Registration Number: | 2490666  | THE HEALING GARDEN           |
| Registration Number: | 3253315  | TAKE ME AWAY!                |
| Registration Number: | 3298842  | ORGANICS WILD HONEY          |
| Registration Number: | 3169986  | PASSION ROSE                 |
| Registration Number: | 3132719  | AHH...SPA!                   |
| Registration Number: | 3141759  | MMMMM!                       |
| Serial Number:       | 85500548 | TRUST IT WITH ALL YOUR HEART |

**CORRESPONDENCE DATA**

Fax Number: 3129939767

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

**900243044**

**TRADEMARK  
 REEL: 004934 FRAME: 0799**

**CH \$240.00 2193508**

Phone: 312-993-2622  
Email: gayle.grocke@lw.com  
Correspondent Name: Gayle D. Grocke c/o Latham & Watkins LLP  
Address Line 1: 233 S. Wacker Drive  
Address Line 2: Suite 5800  
Address Line 4: Chicago, ILLINOIS 60606

|                         |             |
|-------------------------|-------------|
| ATTORNEY DOCKET NUMBER: | 025646-0639 |
|-------------------------|-------------|

|                    |                 |
|--------------------|-----------------|
| NAME OF SUBMITTER: | Gayle D. Grocke |
|--------------------|-----------------|

|            |       |
|------------|-------|
| Signature: | /gdg/ |
|------------|-------|

|       |            |
|-------|------------|
| Date: | 01/03/2013 |
|-------|------------|

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 27, 2012, is made by Ilex Consumer Products Group, LLC, a Delaware limited liability company, (the "Grantor"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders, the L/C Issuers (each as defined in the Credit Agreement referred to below), and itself as a Lender, and the other Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement dated as of August 31, 2012 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement") among the Borrowers, the Borrower Representative, Holdings, the other Credit Parties from time to time party thereto, the Agent and the Lenders and the L/C Issuers from time to time party thereto, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement") in favor of the Agent, to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

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

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall have full and complete responsibility for the prosecution, defense, enforcement or any other action in connection with its Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

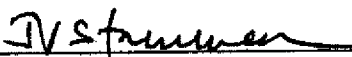
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

ILEX CONSUMER PRODUCTS GROUP, LLC, as  
Grantor

By:   
Name: James Stammer  
Title: President

ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC  
CAPITAL CORPORATION, as Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Duly Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK  
REEL: 004934 FRAME: 0803

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

Very truly yours,

ILEX CONSUMER PRODUCTS GROUP, LLC, as  
Grantor


By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC  
CAPITAL CORPORATION, as Agent

By:   
Name: Sobha Khadig  
Title: Duly Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK  
REEL: 004934 FRAME: 0804

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

1. REGISTERED TRADEMARKS

| Mark                           | Appl. No. | Appl. Date | Country       | Reg. No.  | Reg. Date | Status     |
|--------------------------------|-----------|------------|---------------|-----------|-----------|------------|
| TAKE ME AWAY!                  | 75/318509 | 6/13/1997  | United States | 2193508   | 10/6/1998 | Registered |
| GREEN TEATHERAPHY              | 75/243429 | 2/18/1997  | United States | 2234974   | 3/23/1999 | Registered |
| THE HEALING GARDEN             | 76/131243 | 9/19/2000  | United States | 2490666   | 9/18/2001 | Registered |
| TAKE ME AWAY!                  | 78/836764 | 3/14/2006  | United States | 3253315   | 6/19/2007 | Registered |
| ORGANICS WILD HONEY and Design | 78/488637 | 9/23/2004  | United States | 3298842   | 9/25/2007 | Registered |
| PASSION ROSE                   | 78/620125 | 4/29/2005  | United States | 3,169,986 | 11/7/2006 | Registered |
| AHH...SPA!                     | 78/707996 | 9/7/2005   | United States | 3,132,719 | 8/22/2006 | Registered |
| MMMMM!                         | 78/722390 | 9/29/2005  | United States | 3,141,759 | 9/12/2006 | Registered |

2. TRADEMARK APPLICATIONS

| Mark                         | Appl. No. | Appl. Date | Country       | Reg. No. | Reg. Date | Status  |
|------------------------------|-----------|------------|---------------|----------|-----------|---------|
| TRUST IT WITH ALL YOUR HEART | 83300548  | 12/21/2011 | United States | -        | -         | Pending |