

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Silver Point Finance, LLC		02/22/2013	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	AMERICAN CAPITAL, LTD.		
Street Address:	2 Bethesda Metro Center		
Internal Address:	14th Floor		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 99			
Property Type	Number	Word Mark	
Registration Number:	3832797	ACAI ACTION	
Registration Number:	2311752	ANATOMIX	
Registration Number:	3380572		
Registration Number:	2925275	AROMATHYN	
Registration Number:	2470057	ATHLETIC SUPER WATER	
Registration Number:	2219053		
Registration Number:	2228647	BIO-MIST	
Registration Number:	2693218	CARDIOL	
Registration Number:	2864693	CASCADING REVENOL	
Registration Number:	3540200	CASCADING SKIN COMPLEX	
Registration Number:	2502772	CETYLMOBILITY	
Registration Number:	2091004	CHITOSORB	
Registration Number:	3433245	CLEARSCIENCE	

CH \$2490.00 3832797

Registration Number:	2224358	CLOSE
Registration Number:	3145035	CONVERT YOUR BATHROOM
Registration Number:	2933011	CURB
Registration Number:	2761178	DIGESTAMIN
Registration Number:	2809031	D-TOXARATE
Registration Number:	3432089	DURIAN FUSION
Registration Number:	2463618	D-ZYME
Registration Number:	2471342	EFA RECOVERY PLUS
Registration Number:	2934961	ELIMINATOR
Registration Number:	2917540	EMPEROR'S FORMULA
Registration Number:	2925232	ENDAU
Registration Number:	3393333	ENDAU BALANCE
Registration Number:	3407178	ENDAU ESSENTIALS
Registration Number:	3393332	ENDAU TRANSITIONS
Registration Number:	2919107	EXTRAMIN
Registration Number:	4130104	EXUBERANCE
Registration Number:	3498657	FEEL BETTER NOW ENDAU
Registration Number:	2280864	FEELIN' GOOD
Registration Number:	2919126	FINISHING TOUCH
Registration Number:	2923162	FIRM UP
Registration Number:	2725690	FORCEFUL
Registration Number:	3667906	HYDRACIAL
Registration Number:	2919124	IMPERFECTION LOTION
Registration Number:	3797921	INDULGE
Registration Number:	2292212	KERATONICS
Registration Number:	2923130	LIFE ENHANCER
Registration Number:	2994466	LIPCEUTICAL
Registration Number:	3473306	MAX FLASH TECHNOLOGY
Registration Number:	2954957	MAXIMOL SOLUTIONS
Registration Number:	2984117	MAXIMUM FORCE
Registration Number:	3555156	MEGATONIN
Registration Number:	3303893	MICRO FACTORS
Registration Number:	2249435	MING GOLD
Registration Number:	3740725	NEUROBALANCE TECHNOLOGY
Registration Number:	2431703	NEWAYS

	2471380	NEWAYS
Registration Number:	2454358	NEWAYS
Registration Number:	2389764	NEWAYS AUTHENTIC HAWAIIAN NONI
Registration Number:	2731042	NEWAYS CASCADING REVENOL
Registration Number:	2656490	NEWAYS CIRCLES & LINES
Registration Number:	2943333	NEWAYS GENERATIONS
Registration Number:	2852803	
Registration Number:	2857419	
Registration Number:	2852804	
Registration Number:	2864300	
Registration Number:	2857418	
Registration Number:	2984458	NEWAYS GENERATIONS
Registration Number:	3006252	NEWAYS GREEN QI
Registration Number:	3850494	NEWAYS HEALTHY HOMES
Registration Number:	3709468	NEWAYS HEALTHY HOMES
Registration Number:	2492629	NEWAYS INGENIOUS
Registration Number:	2779438	NEWAYS LAVENDER-CHAMOMILE
Registration Number:	2799001	NEWAYS
Registration Number:	3703119	NEWAYS
Registration Number:	2414219	NEWAYS SASSY
Registration Number:	2656486	NEWAYS SKIN BRIGHTENER
Registration Number:	2957794	NEWVERA
Registration Number:	2954958	ORACHEL
Registration Number:	2842720	ORACHEL FOR KIDS
Registration Number:	2925231	ORBITOL
Registration Number:	3018610	PROMASS
Registration Number:	2641010	PROSTALITY
Registration Number:	2316650	PROTECTIVER
Registration Number:	2672991	PROTHIN
Registration Number:	2246847	PURGE
Registration Number:	3009779	PURGE
Registration Number:	2705407	PURISORB
Registration Number:	2378798	QUIESCENCE
Registration Number:	2923132	RADIANCE
Registration Number:	2716505	RADICATE

	2319155	RESPIRALL
Registration Number:	2273784	RETENTION PLUS
Registration Number:	2954960	REVENOL
Registration Number:	2198210	ROIL TREATMENT
Registration Number:	3679800	SKINNY DIP
Registration Number:	2919108	SNAP BACK
Registration Number:	4272396	SOFT BLEND TECHNOLOGY
Registration Number:	2933010	SUPER BOOSTER
Registration Number:	3200329	TANACITY
Registration Number:	2219067	TANACITY
Registration Number:	2706876	TANGIBLE
Registration Number:	3513230	TRUETOUGH
Registration Number:	3341731	URBANSOFT
Registration Number:	2954959	VMM
Registration Number:	3056645	WRINKLE DROPS
Registration Number:	2245985	YOUTHINOL

CORRESPONDENCE DATA

Fax Number: 7043507800

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

Phone: (704) 350-7790

Email: trademarkny@winston.com

Correspondent Name: Peter Strubbe

Address Line 1: 100 North Tryon Street

Address Line 2: Winston & Strawn LLP

Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	7274.45
NAME OF SUBMITTER:	Peter Strubbe
Signature:	/W&S/
Date:	02/26/2013

Total Attachments: 14

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ASSIGNMENT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This ASSIGNMENT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this “Agreement”), dated as of February 22, 2013 (the “Effective Date”), is by and among SILVER POINT FINANCE, LLC (“Silver Point”), in its capacity as collateral agent under that certain Security Agreement, dated as of November 8, 2006, as amended from time to time prior to the date hereof (the “Original Security Agreement”) and AMERICAN CAPITAL, LTD. (“ACAS”), in its capacity as collateral agent under that certain Security Agreement, dated as of November 8, 2006, as amended and restated as of February 22, 2013 (the “New Security Agreement”).

WITNESSETH:

WHEREAS, LTM Enterprises, Inc., a Nevada corporation (“Borrower”), Neways Parent S.à r.l., a Luxembourg société à responsabilité limitée (“Holdings”), certain other Guarantors from time to time party to the Original Security Agreement (Borrower, together with Holdings and such Guarantors, the “Pledgors,” and each a “Pledgor”) and Silver Point are parties to the Original Security Agreement;

WHEREAS, Holdings, Borrower and the other Pledgors wish to enter, as of the date hereof, into the New Security Agreement with ACAS;

WHEREAS, pursuant to an Assignment and Acceptance Agreement, as of February 22, 2013, Silver Point has assigned all of its rights, remedies, title and interests as Collateral Agent under the Original Security Agreement, including, without limitation, a lien on and security interest in and to the Pledged Collateral (the “Security Interest”) to ACAS, and ACAS is now the “Collateral Agent” under and as defined in the New Security Agreement;

WHEREAS, the Security Interest assigned to ACAS includes, without limitation, a lien on and security interest in and to the trademark registrations and applications set forth on Schedule 1 (the “Trademarks”), the patents set forth on Schedule 2 (the “Patents”) and the copyright registrations set forth on Schedule 3 (the “Copyrights”);

WHEREAS, the Security Interest, as previously held by Silver Point, has been recorded (i) in the United States Patent and Trademark Office with respect to the Trademarks pursuant to the Trademark Security Agreements identified on Exhibit A-1 and with respect to the Patents pursuant to the Patent Security Agreements identified on Exhibit A-2 and (ii) in the United States Copyright Office with respect to the Copyrights pursuant to the Copyright Security Agreements identified on Exhibit A-3;

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Definitions. Unless otherwise defined herein, terms used herein which are defined in the Original Security Agreement shall have the meanings given to such terms in the Original Security Agreement.

2. Assignment of Security Interest in Intellectual Property.

2.1 Assigned Security Interest. Effective as of the Effective Date, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Silver Point hereby assigns to ACAS all of its rights, powers, privileges and duties under, and ACAS hereby succeeds to all of Silver Point’s rights, powers, privileges and duties in and to any and all security interests and liens of any type created under or pursuant to those instruments and documents (each as amended and in effect from time to time) described on the attached Exhibits A-1, A-2 and A-3, together with any and all

other documents, guarantees and security agreements executed at any time in connection therewith for the benefit of the Collateral Agent, and including, without limitation, all of Silver Point's security interests and liens on the Trademarks, Patents and Copyrights (collectively, the "Assigned Security Interest"), in each case without representation, warranty or recourse.

2.2 Authorization. Effective as of the Effective Date, and solely with respect to such instances where Silver Point's authorization therefor is required, Silver Point hereby authorizes ACAS to file, register and/or record this Agreement with the United States Patent and Trademark Office, the United States Copyright Office and any other similar office for which filing, registration or recordation is reasonably necessary to effect and/or evidence the assignment of the Assigned Security Interest from Silver Point to ACAS.

2.3 Further Assurances. Silver Point shall use commercially reasonable efforts to execute and deliver, from time to time, upon the reasonable written request of ACAS, and at the sole expense of the Pledgors, any and all such further instruments and documents and take such further reasonable action as ACAS may reasonably deem necessary to obtain the full benefits of the Assigned Security Interest.

3. Effectiveness of Agreement; Miscellaneous.

3.1 Headings. Section, subsection and other headings used in this Agreement are for convenience only and shall not affect the construction of this Agreement.

3.2 Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall not invalidate the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

3.3 Binding Effect. This Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

3.4 GOVERNING LAW. THE PROVISIONS OF THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW PRINCIPLES THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

3.5 Counterparts; Effectiveness. This Agreement may be executed in separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or electronic mail shall be effective as delivery of a manually executed counterpart of this Agreement.

[remainder of this page intentionally left blank]

IN WITNESS WHEREOF, each of the parties hereto has caused a counterpart of this Agreement to be duly executed and delivered as of the Effective Date.

SILVER POINT FINANCE, LLC

By: _____

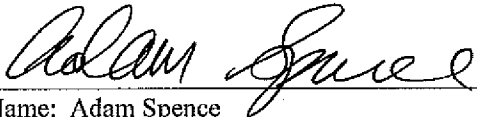
Name:

Title:

Michael A. Gatto
Authorized Signatory

[Signature Page to Assignment of Security Interest in Intellectual Property]

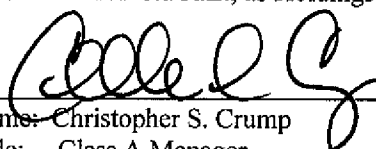
AMERICAN CAPITAL, LTD.

By: 
Name: Adam Spence
Title: Senior Vice President


ACKNOWLEDGED:

HOLDINGS, BORROWER AND OTHER
GUARANTORS:

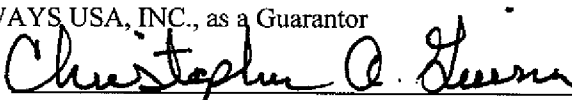
NEWAYS PARENT S.à R.L., as Holdings

By: 
Name: Christopher S. Crump
Title: Class A Manager


LTM ENTERPRISES, INC., as Borrower

By: 
Name: Christopher A. Guinn
Title: Treasurer

NEWAYS COLOMBIA, INC., as a Guarantor
NEWAYS WORLDWIDE, INC., as a Guarantor
ECLAT, INC., as a Guarantor
NEWAYS SERVICES, INC., as a Guarantor
NEWAYS CHINA, INC., as a Guarantor
NEWAYS USA, INC., as a Guarantor

By: 
Name: Christopher A. Guinn
Title: Treasurer

NEWAYS, INC., as a Guarantor

By: 
Name: Bruce Murdock
Title: President

NEWAYS PROPERTIES, LLC, as a Guarantor

By: Neways Services, Inc., as Manager

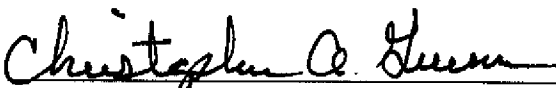
By: 
Name: Christopher A. Guinn
Title: Treasurer

Exhibit A-1

Trademark Security Agreements

Each of the following Trademark Security Agreements, with respect to all Collateral, including the trademark applications and registrations identified in Schedule 1 attached hereto:

1. Trademark Security Agreement dated as of November 8, 2006 among Neways Inc., a Utah corporation, LTM Enterprises, Inc., a Nevada corporation and Neways Japan, Inc., a Nevada corporation, each as Pledgors, and Silver Point Finance, LLC, in its capacity as Collateral Agent, recorded November 9, 2006 at Reel/Frame 003425/0510.
2. IP Supplement dated as of July 14, 2008, delivered pursuant to and supplementing the Trademark Security Agreement, among Neways, Inc., a Utah corporation, LTM Enterprises, Inc., a Nevada corporation, and Neways Japan, Inc., a Nevada corporation, each as Pledgors, and Silver Point Finance, LLC, in its capacity as Collateral Agent, recorded July 22, 2008 at Reel/Frame 003820/0976.
3. IP Supplement dated as of October 22, 2008, delivered pursuant to and supplementing the Trademark Security Agreement, among Neways, Inc., a Utah corporation, LTM Enterprises, Inc., a Nevada corporation, and Neways Japan, Inc., a Nevada corporation, each as Pledgors, and Silver Point Finance, LLC, in its capacity as Collateral Agent, recorded October 29, 2008 at Reel/Frame 003878/0987.
4. IP Supplement dated as of March 10, 2009, delivered pursuant to and supplementing the Trademark Security Agreement, among Neways, Inc., a Utah corporation, LTM Enterprises, Inc., a Nevada corporation, and Neways Japan, Inc., a Nevada corporation, each as Pledgors, and Silver Point Finance, LLC, in its capacity as Collateral Agent, recorded March 23, 2009 at Reel/Frame 003956/0787.
5. IP Supplement dated as of February 5, 2010, delivered pursuant to and supplementing the Trademark Security Agreement, among Neways, Inc., a Utah corporation, LTM Enterprises, Inc., a Nevada corporation, each as Pledgors, and Silver Point Finance, LLC, in its capacity as Collateral Agent, recorded February 8, 2010 at Reel/Frame 004146/0191.
6. IP Supplement dated as of October 19, 2010, delivered pursuant to and supplementing the Trademark Security Agreement, among Neways, Inc., a Utah corporation, LTM Enterprises, Inc., a Nevada corporation, each as Pledgors, and Silver Point Finance, LLC, in its capacity as Collateral Agent, recorded October 28, 2010 at Reel/Frame 004306/0480.
7. IP Supplement dated as of November 13, 2012, delivered pursuant to and supplementing the Trademark Security Agreement, among Neways, Inc., a Utah corporation, LTM Enterprises, Inc., a Nevada corporation, and Neways Japan, Inc., a Nevada corporation, each as Pledgors, and Silver Point Finance, LLC, in its capacity as Collateral Agent,

recorded November 16, 2012 at Reel/Frame 004902/0450.

Exhibit A-2

Patent Security Agreements

Each of the following Patent Security Agreements, with respect to all Collateral, including the patents identified on Schedule 2 attached hereto:

1. Patent Security Agreement dated as of November 8, 2006 among Neways, Inc., a Utah corporation and Neways Japan, Inc., a Nevada corporation, each as Pledgors, and Silver Point Finance, LLC, in its capacity as Collateral Agent, recorded November 15, 2006 at Reel/Frame 018520/0119.
2. Patent Security Agreement dated as of August 27, 2010 among Neways, Inc., a Utah corporation and LTM Enterprises, Inc., a Nevada corporation, each as Pledgors, and Silver Point Finance, LLC, in its capacity as Collateral Agent, recorded October 18, 2010 at Reel/Frame 025150/0499.

Exhibit A-3

Copyright Security Agreements

Each of the following Copyright Security Agreements, with respect to all Collateral, including the copyright registrations set forth on Schedule 3 attached hereto:

1. Copyright Security Agreement dated as of November 8, 2006 among Neways, Inc., a Utah corporation and Silver Point Finance, LLC, in its capacity as Collateral Agent, recorded November 13, 2006 as Document Number V3544D971.

Schedule 1

Trademarks

Trademark	Filing Date	Serial Number	Registration Number	Date Registered	Applicant/ Registrant
ACAI ACTION	5/8/2009	77732181	3832797	8/10/2010	NEWAYS, INC.
ANATOMIX	1/19/1999	75622904	2311752	1/25/2000	NEWAYS, INC.
AROMATHERAPY LOGO	7/31/2007	77153845	3380572	2/12/2008	NEWAYS, INC.
AROMATHYN	1/29/2004	78359733	2925275	2/8/2005	NEWAYS, INC.
ATHLETIC SUPER WATER	7/2/1998	75512805	2470057	7/17/2001	NEWAYS, INC.
BIODERMICS LOGO	3/23/1998	75454814	2219053	1/19/1999	NEWAYS, INC.
BIO-MIST	3/4/1998	75444441	2228647	3/2/1999	NEWAYS, INC.
CARDIOL	6/7/2002	76418747	2693218	3/4/2003	NEWAYS, INC.
CASCADING REVENOL	8/8/2003	76539843	2864693	7/20/2004	NEWAYS, INC.
CASCADING SKIN COMPLEX	4/23/2008	77455718	3540200	12/2/2008	NEWAYS, INC.
CETYLMOBILITY	8/27/1999	75786656	2502772	10/30/2001	NEWAYS, INC.
CHITOSORB	7/15/1996	75133899	2091004	8/26/1997	NEWAYS, INC.
CLEARSCIENCE	5/30/2006	78896234	3433245	5/20/2008	NEWAYS, INC.
CLOSE	3/4/1998	75444442	2224358	2/16/1999	NEWAYS, INC.
CONVERT YOUR BATHROOM	9/9/2005	78710401	3145035	9/19/2006	NEWAYS, INC.
CURB	1/21/2004	78355309	2933011	3/15/2005	NEWAYS, INC.
DIGESTAMIN	6/7/2002	76418746	2761178	9/9/2003	NEWAYS, INC.
D-TOXARATE	2/2/2001	76204857	2809031	1/27/2004	NEWAYS, INC.
DURIAN FUSION	12/20/2006	77068670	3432089	5/20/2008	NEWAYS, INC.
D-ZYME	2/22/2000	75924980	2463618	6/26/2001	NEWAYS, INC.
EFA RECOVERY PLUS	3/2/2000	75932322	2471342	7/24/2001	NEWAYS, INC.
ELIMINATOR	3/1/2004	78376184	2934961	3/22/2005	NEWAYS, INC.
EMPEROR'S FORMULA*	1/21/2004	78355315	2917540	1/11/2005	NEWAYS, INC.
ENDAU	1/21/2004	78355318	2925232	2/8/2005	NEWAYS, INC.
ENDAU BALANCE	6/1/2006	78897914	3393333	3/4/2008	NEWAYS, INC.
ENDAU ESSENTIALS	6/1/2006	78897918	3407178	4/1/2008	NEWAYS, INC.
ENDAU TRANSITIONS	6/1/2006	78897908	3393332	3/4/2008	NEWAYS, INC.
EXTRAMIN*	1/21/2004	78355245	2919107	1/18/2005	NEWAYS, INC.
EXUBERANCE	5/18/2007	77184750	4130104	4/24/2012	NEWAYS, INC.
FEEL BETTER NOW ENDAU	2/5/2008	77389025	3498657	9/9/2008	NEWAYS, INC.
FEELIN' GOOD	3/19/1998	75452774	2280864	9/28/1999	NEWAYS, INC.
FINISHING TOUCH	1/23/2004	78356757	2919126	1/18/2005	NEWAYS, INC.
FIRM UP	1/23/2004	78356739	2923162	2/1/2005	NEWAYS, INC.
FORCEFUL	12/14/2001	76350702	2725690	6/10/2003	NEWAYS, INC.

Trademark	Filing Date	Serial Number	Registration Number	Date Registered	Applicant/ Registrant
HYDRACIAL	5/12/2006	78882209	3667906	8/11/2009	NEWAYS, INC.
IMPERFECTION LOTION	1/23/2004	78356750	2919124	1/18/2005	NEWAYS, INC.
INDULGE	7/1/2002	76426389	3797921	6/8/2010	NEWAYS, INC.
KERATONICS	3/23/1998	75454817	2292212	11/16/1999	NEWAYS, INC.
LIFE ENHANCER	1/21/2004	78355266	2923130	2/1/2005	NEWAYS, INC.
LIPCEUTICAL	1/21/2004	78355271	2994466	9/13/2005	NEWAYS, INC.
MAX FLASH TECHNOLOGY	4/26/2007	77166879	3473306	7/22/2008	NEWAYS, INC.
MAXIMOL SOLUTIONS	3/1/2004	78376152	2954957	5/24/2005	NEWAYS, INC.
MAXIMUM FORCE	12/2/2003	78335422	2984117	8/9/2005	NEWAYS, INC.
MEGATONIN	4/2/2008	77437884	3555156	12/30/2008	NEWAYS, INC.
MICRO FACTORS	9/2/2005	78706524	3303893	10/2/2007	NEWAYS, INC.
MING GOLD	3/19/1998	75452775	2249435	6/1/1999	NEWAYS, INC.
NEUROBALANCE TECHNOLOGY	6/6/2008	77493373	3740725	1/19/2010	NEWAYS, INC.
NEWAYS	3/31/2000	76015073	2431703	2/27/2001	NEWAYS, INC.
NEWAYS	3/31/2000	76015222	2471380	7/24/2001	NEWAYS, INC.
NEWAYS	9/11/1997	75354870	2454358	5/29/2001	NEWAYS, INC.
NEWAYS AUTHENTIC HAWAIIAN NONI	9/16/1999	75801329	2389764	9/26/2000	NEWAYS**
NEWAYS CASCADING REVENOL	3/4/2000	75936092	2731042	7/1/2003	NEWAYS, INC.
NEWAYS CIRCLES & LINES	2/5/2002	76372559	2656490	12/3/2002	NEWAYS, INC.
NEWAYS GENERATIONS	1/21/2003	76483631	2943333	4/26/2005	NEWAYS, INC.
NEWAYS GENERATIONS BABY LOTI	1/21/2003	76483203	2852803	6/15/2004	NEWAYS, INC.
NEWAYS GENERATIONS BABY PO	1/21/2003	76483201	2857419	6/29/2004	NEWAYS, INC.
NEWAYS GENERATIONS BUBBLE B	1/21/2003	76483204	2852804	6/15/2004	NEWAYS, INC.
NEWAYS GENERATIONS HAIR AND BODY WASH LOGO	1/21/2003	76483202	2864300	7/20/2004	NEWAYS, INC.
NEWAYS GENERATIONS HAIR DET	1/21/2003	76483200	2857418	6/29/2004	NEWAYS, INC.
NEWAYS GENERATIONS	1/21/2003	76483624	2984458	8/16/2005	NEWAYS, INC.
NEWAYS GREEN	9/23/2003	76551079	3006252	10/11/2005	NEWAYS, INC.

Trademark	Filing Date	Serial Number	Registration Number	Date Registered	Applicant/ Registrant
QI					
NEWAYS HEALTHY HOMES	2/6/2008	77390277	3850494	9/21/2010	NEWAYS, INC.
NEWAYS HEALTHY HOMES DESIGN	2/6/2008	77390271	3709468	11/10/2009	NEWAYS, INC.
NEWAYS INGENIOUS	11/16/2000	76166689	2492629	9/25/2001	NEWAYS, INC.
NEWAYS LAVENDER CHAMOMILE	1/21/2003	76483630	2779438	11/4/2003	NEWAYS, INC.
NEWAYS	9/20/2002	76453386	2799001	12/23/2003	NEWAYS, INC.
NEWAYS	9/4/2008	77562245	3703119	10/27/2009	NEWAYS, INC.
NEWAYS SASSY	3/6/2000	75936457	2414219	12/19/2000	NEWAYS, INC.
NEWAYS SKIN BRIGHTENER	2/19/2002	76372029	2656486	12/3/2002	NEWAYS, INC.
NEWVERA	9/15/2003	76548758	2957794	5/31/2005	NEWAYS, INC.
ORACHEL	3/1/2004	78376154	2954958	5/24/2005	NEWAYS, INC.
ORACHEL FOR KIDS	6/4/2003	76522308	2842720	5/18/2004	NEWAYS INTERNATIONAL**
ORBITOL	1/21/2004	78355278	2925231	2/8/2005	NEWAYS, INC.
PROMASS	1/29/2004	78359729	3018610	11/22/2005	NEWAYS, INC.
PROSTALITY	10/24/2001	76329722	2641010	10/22/2002	NEWAYS, INC.
PROTECTIVER	2/19/1999	75644202	2316650	2/8/2000	NEWAYS, INC.
PROTHIN	3/13/2001	76223974	2672991	1/7/2003	NEWAYS, INC.
PURGE	4/3/1998	75462085	2246847	5/18/1999	NEWAYS, INC.
PURGE	7/7/2004	78447160	3009779	10/25/2005	NEWAYS, INC.
PURISORB	1/4/2002	76355571	2705407	4/8/2003	NEWAYS, INC.
QUIESCENCE	1/19/1999	75623768	2378798	8/22/2000	NEWAYS, INC.
RADIANCE	1/21/2004	78355284	2923132	2/1/2005	NEWAYS, INC.
RADICATE	1/4/2002	76355583	2716505	5/13/2003	NEWAYS, INC.
RESPIRALL	2/8/1999	75635959	2319155	2/15/2000	NEWAYS, INC.
RETENTION PLUS	2/3/1998	75427974	2273784	8/31/1999	NEWAYS, INC.
REVENOL	3/1/2004	78376171	2954960	5/24/2005	NEWAYS, INC.
ROIL TREATMENT	9/11/1997	75354868	2198210	10/20/1998	NEWAYS, INC.
SKINNY DIP	1/21/2004	78355299	3679800	9/8/2009	NEWAYS, INC.
SNAP BACK*	1/21/2004	78355301	2919108	1/18/2005	NEWAYS, INC.
SOFT BLEND TECHNOLOGY	7/12/2012	85675569	4272396	1/8/2013	NEWAYS, INC.
SUPER BOOSTER	1/21/2004	78355305	2933010	3/15/2005	NEWAYS, INC.
TANACITY*	1/23/2004	78356977	3200329	1/23/2007	NEWAYS, INC.
TANACITY	3/30/1998	75459080	2219067	1/19/1999	NEWAYS, INC.
TANGIBLE	6/7/2002	76418748	2706876	4/15/2003	NEWAYS, INC.
TRUE TOUCH	2/14/2007	77107541	3513230	10/7/2008	NEWAYS, INC.
URBANSOON	3/9/2006	78833848	3341731	11/20/2007	NEWAYS, INC.
VMM	3/1/2004	78376158	2954959	5/24/2005	NEWAYS, INC.
WRINKLE DROPS*	1/23/2004	78356733	3056645	1/31/2006	NEWAYS, INC.
YOUTHINOL	3/19/1998	75452850	2245985	5/18/1999	NEWAYS, INC.

* These marks have expired, will expire or will be renewed in the ordinary course of business.

** Title to be updated in the ordinary course of business.

Schedule 2

Patents

Title	Jurisdiction	Patent Number	Date Granted	Serial Number/Application Date
Compositions and Methods Using Morinda Citrifolia	United States	7749535	July 6, 2010	10/612754 July 1, 2003
Compositions and Methods Using Morinda Citrifolia	United States	7919114	April 5, 2011	11/459322 July 21, 2006
High Mineral Content Dietary Supplement	United States	7964234	June 21, 2011	11/173611 July 1, 2005

Schedule 3

Copyrights

Title	Registration Number	Registration Date	Copyright Claimant
BioGevity	TX0005149476	February 1, 2000	Neways, Inc.
Glass sculpture	VA0001051062	June 28, 2000	Neways, Inc.