

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
Pevonia International, LLC		02/20/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	OneWest Bank, FSB
Street Address:	888 East Walnut Street
Internal Address:	HQ-06-03
City:	Pasadena
State/Country:	CALIFORNIA
Postal Code:	91101
Entity Type:	a federal savings bank: UNITED STATES

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Serial Number:	85796515	LUMABLANC
Serial Number:	85680166	TIMELESS BY PEVONIA
Registration Number:	4233495	PEVONIA SPA CLINICA
Registration Number:	4038269	PEVONIA BOTANICA
Registration Number:	3932819	LUMAFIRM
Registration Number:	3633395	SPATEEN
Registration Number:	3581555	BY PEVONIA
Registration Number:	3568419	PEVONIA ORGANICA
Registration Number:	3383160	BONAGE SKIN CARE
Registration Number:	3140472	SABAI
Registration Number:	3065467	ESCUTOX
Registration Number:	3254121	MYOXY-CAVIAR
Registration Number:	3051729	SPA ZONE

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Registration Number:	2772620	FLORA-WAX
Registration Number:	2589175	SPALASIUM
Registration Number:	2338383	ENZYMO-SPHERIDES
Registration Number:	2313787	"C" & "SEA"
Registration Number:	2304815	FLORACIDE
Registration Number:	2221520	CALLO-PEEL
Registration Number:	2196680	LIGNE PHYTOPEDIC
Registration Number:	2170434	PLANTOMER
Registration Number:	2185427	GLYCOCIDES
Registration Number:	2171925	POWER REPAIR
Registration Number:	2103937	COSMOTHERM
Registration Number:	1685004	PEVONIA
Registration Number:	1707674	PEVONIA

CORRESPONDENCE DATA

Fax Number: 3107884471
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 310-788-4442
Email: vickie.lee@kattenlaw.com
Correspondent Name: Vickie Lee c/o Katten Muchin Rosenman
Address Line 1: 2029 Century Park East
Address Line 2: Suite 2600
Address Line 4: Los Angeles, CALIFORNIA 91101

NAME OF SUBMITTER:	Vickie Lee
Signature:	/Vickie Lee/
Date:	02/22/2013

Total Attachments: 4
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT dated as of February 20, 2013 (as amended, restated, supplemented or otherwise modified from time to time, this “*Agreement*”), is made by PEVONIA INTERNATIONAL, LLC, a Delaware limited liability company (“*Grantor*”), in favor of ONEWEST BANK, FSB, a federal savings bank, as administrative agent (in such capacity, the “*Administrative Agent*”) for the lenders party to the Credit Agreement dated as of the date hereof among Grantor, the lenders from time to time party thereto (the “*Lenders*”, and collectively with the Administrative Agent, the “*Creditor Parties*”), and the Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”).

Reference is also made to that certain Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”), by the Grantor in favor of the Administrative Agent for the benefit of the Creditor Parties.

The Lenders have agreed to extend credit to the Grantor subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor will derive substantial benefits from the extension of credit pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit.

Accordingly, the parties hereto agree as follows:

SECTION 1. *Terms*. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement. The rules of construction specified in Section 1.2 of the Credit Agreement also apply to this Agreement.

SECTION 2. *Grant of Security Interest*. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent, its successors and assigns, for the benefit of the Creditor Parties, a security interest in, all of Grantor’s right, title or interest in or to any and all of the following assets and properties (collectively, the “*Trademark Collateral*”):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, and other source or business identifiers, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I (the “*Trademarks*”); and

(b) all goodwill associated with or symbolized by the Trademarks.

SECTION 3. **Security Agreement.** The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Creditor Parties pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Creditor Parties with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

SECTION 5. **Execution In Counterparts.** This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument. Any signature delivered by a party via facsimile or electronic transmission shall be deemed to be an original signature hereto.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement by its duly authorized representative as of the date first written above


GRANTOR

PEVONIA INTERNATIONAL, LLC, a
Delaware limited liability company

By:

Name:

Title:



Dan Costello
Secretary and Treasurer

Schedule I

I. Trademarks and Trademark Applications

Mark	Application No.	Application Date	Registration No.	Registration Date	Status of Mark
LUMABLANC	85796515	12/06/12	N/A	N/A	Pending - intent to use
TIMELESS BY PEVONIA	85680166	07/18/12	N/A	N/A	Pending - intent to use
PEVONIA SPA CLINICA	85566981	03/12/12	4233495	10/30/12	Registered
Pevonia BOTANICA (Stylized)	85261163	03/08/11	4038269	10/11/11	Registered
LUMAFIRM	85036541	05/12/10	3932819	03/15/11	Registered
SPATEEN	77499460	06/16/08	3633395	06/02/09	Registered
BY PEVONIA	77441531	04/07/08	3581555	02/24/09	Registered
PEVONIA ORGANICA	77316854	10/30/07	3568419	01/27/09	Registered
Bonage Skin Care	78849897	03/30/06	3383160	02/12/2008	Registered
SABAI	78607074	04/12/05	3140472	09/05/06	Registered
ESCUTOX	78520212	11/19/04	3065467	03/07/06	Registered
MYOXY-CAVIAR	78477103	09/01/04	3254121	06/19/07	Registered
SPA ZONE	78423276	05/21/04	3051729	01/24/06	Registered
FLORA-WAX	78093533	11/15/01	2772620	10/07/03	Registered
SPALASIUM	75866192	12/07/99	2589175	07/02/02	Renewed (registered)
ENZYMO-SPHÉRIDES (Stylized letters)	75691170	04/26/99	2338383	04/04/00	Renewed (registered)
“C” & “SEA”	75574138	10/20/98	2313787	02/01/00	Renewed (registered)
FLORACIDE	75469343	04/17/98	2304815	12/28/99	Renewed (registered)
CALLO-PEEL	75391547	11/17/97	2221520	02/02/99	Renewed (registered)
LIGNE PHYTOPEDIC	75296337	05/22/97	2196680	10/13/98	Renewed (registered)
PLANTOMER	75245495	02/21/97	2170434	06/30/98	Renewed (registered)
GLYCOCIDES	75226594	01/16/97	2185427	09/01/98	Renewed (registered)
POWER REPAIR	75220551	01/02/97	2171925	07/07/98	Renewed (registered)
COSMOTHERM	74711382	08/04/95	2103937	10/07/97	Renewed (registered)
Pevonia (Stylized letters)	74184156	07/12/91	1685004	05/05/92	Renewed (registered)
PEVONIA	74128958	01/09/91	1707674	08/18/92	Renewed (registered)