

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VSS Mezzanine Partners, L.P.		05/09/2013	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	Sandow Media, LLC		
Street Address:	3731 N.W. 8TH AVENUE		
City:	BOCA RATON		
State/Country:	FLORIDA		
Postal Code:	33431		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	2981523	NEWBEAUTY	
Registration Number:	3065171	SPA CHOCOLATE	
Serial Number:	78656983	LUXE THE COLORADO HOME REDEFINED	
Registration Number:	3132844	BEAUTY PASS	
Registration Number:	3199799	TESTTUBE	
Serial Number:	77034410	LUXE THE TEXAS HOME REDEFINED	
Registration Number:	3298626	DAILYBEAUTY	
Serial Number:	77031075	LUXE	
Serial Number:	77263933	NEWBEAUTY (BEAUTYLAB)	
Serial Number:	77256035	NEWBEAUTY BEAUTYBOX	
Registration Number:	3158273	FREEFILLS	
Serial Number:	77243364	LUXE LIFE	
Serial Number:	77243405	LUXE SOURCE	
Serial Number:	77294924	FRAGRANCEFINDER	

TRADEMARK

CORRESPONDENCE DATA

Fax Number: 2027995144

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

Phone: 2027994144

Email: gregory.esau@dlapiper.com

Correspondent Name: Gregory Esau

Address Line 1: 500 Eighth Street, NW

Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

NAME OF SUBMITTER:	Gregory Esau
Signature:	/Gregory C. Esau/
Date:	05/13/2013

Total Attachments: 3

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NOTICE OF RELEASE OF
SECURITY INTEREST IN TRADEMARKS

WHEREAS, by an Intellectual Property Security Agreement dated as of November 13, 2007 (“IP Security Agreement”), recorded with the United States Patent and Trademark Office on December 26, 2007 at Reel 3684, Frame 0658, Sandow Media, LLC (“Assignor”), 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, mortgaged, pledged and hypothecated to VSS Mezzanine Partners, L.P., as Administrative Agent for the Purchasers (“Assignee”) for the ratable benefit of the Purchasers, and granted to Assignee for the ratable benefit of the Purchasers a Lien on and security interest in, all of Assignor’s right, title and interest in, to and under the IP Collateral, including the following:

- (a) All of its Trademarks and all IP Licenses providing for the grant by or to Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule A hereto;
- (b) All renewals and extensions of the assets described in (a) above;
- (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 assets described in (a), (b) or (c) above, 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 (collectively, the “Trademark Collateral”); and


WHEREAS, Assignee wishes to release its Lien on and security interest in all of Assignor’s right, title and interest in, to and under the Trademark Collateral, and provide a document suitable for recording in the United States Patent and Trademark Office and other applicable filing office(s), domestic or foreign, for purposes of recording the release, relinquishment and discharge of its security interest in the Trademark Collateral.

NOW, THEREFORE, in consideration of and in exchange for good and valuable consideration, Assignee hereby terminates, relinquishes, releases and discharges fully its Lien on and security interest in all of Assignor’s right, title and interest in, to and under the Trademark Collateral, including those Trademarks referred to on Schedule A hereto. Assignee hereby authorizes Assignor, or Assignor’s authorized representative, to record this Notice of Release of Security Interest in Trademarks with the United States Patent and Trademark Office. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the IP Security Agreement.

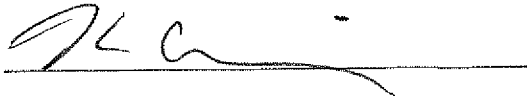
IN WITNESS WHEREOF, the Assignee has caused this Notice of Release of Security Interest in Trademarks to be duly executed as of May 9, 2013.

VSS MEZZANINE PARTNERS, L.P.,
as Administrative Agent

By: VSS Mezzanine, LLC, its general partner

By: 
Name: Hal R. Greenberg
Title: Co-Manager and Managing Director

Witnessed by:



SCHEDULE A TO NOTICE OF RELEASE

Trademark Registrations

Trademark	Registration Number /Application Number	Registration Date/ Application Date
NEWBEAUTY	2,981,523	08/02/2005
SPA CHOCOLATES	3,065,171	03/07/2006
LUXE THE COLORADO HOME REDEFINED	78/656983	06/23/2005
BEAUTY PASS	3,132,844	08/22/2006
TEST TUBE	3,199,799	01/16/2007
LUXE THE TEXAS HOME REDEFINED	77/034410	11/1/2006
DAILYBEAUTY	3,298,626	09/25/2007
LUXE	77/031075	10/27/2006
NEWBEAUTY (BEAUTYLAB)	77/263933	08/24/2007
NEBEAUTY BEAUTYBOX	77/256035	08/15/2007
FREEFILLS	3,158,273	10/17/2006
LUXE LIFE	77/243364	07/31/2007
LUXE SOURCE	77/243405	07/31/2007
FRAGRANCE FINDER	77/294924	10/03/2007

Trademark License Agreements

Trademark License Agreement dated as of May 25, 2005 by and between Sandow Media, LLC (as assignee of Samanne Licensing, LLP) and Sandow Media Holdings Corporation

Trademark License Agreement dated August 1, 2004 by and among Bissingers Inc., Sandow Media, LLC (as assignee of Samanne Licensing, LLP) and Sandow Media Holdings Corporation.

Trademark License Agreement dated November 13, 2007 by and between NewBeauty Media Group, LLLP and Sandow Media, LLC

Trademark License Agreement dated November 13, 2007 by and between Spalook.com, LLC and Sandow Media, LLC

Trademark License Agreement dated November 13, 2007 by and between NewBeauty Retail, LLC and Sandow Media, LLC

Trademark License Agreement dated November 13, 2007 by and between Luxe Media Group, LLC and Sandow Media, LLC