

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: 13

Property Type	Number	Word Mark
Serial Number:	85160601	AMERICAN BENEFACOR
Serial Number:	85160629	BENEFACOR
Registration Number:	3621343	LUXE
Registration Number:	3533152	LUXE THE ARIZONA HOME REDEFINED
Registration Number:	3425196	LUXE THE CHICAGO HOME REDEFINED
Registration Number:	3527503	LUXE THE ORANGE COUNTY HOME REDEFINED
Registration Number:	3519152	LUXE THE SOUTH FLORIDA HOME REDEFINED
Registration Number:	3527504	LUXE THE SOUTHERN CALIFORNIA HOME REDEFI
Registration Number:	3822886	LUXE. INTERIORS + DESIGN
Registration Number:	3406831	NEWBEAUTY
Serial Number:	77837494	SAMPLEBAR
Registration Number:	3792418	SPALOOK
Registration Number:	3735429	WATCH JOURNAL

OP \$340.00 85160601

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 January 11, 2011 (“IP Security Agreement”), recorded with the United States Patent and Trademark Office on March 28, 2011 at Reel 4508, Frame 0001, 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 Intellectual Property 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 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 (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:



NY1194414

SIGNATURE PAGE TO
NOTICE OF RELEASE OF SECURITY
INTEREST IN TRADEMARKS
(Sandow Media - March 2011)

TRADEMARK
REEL: 005026 FRAME: 0765

SCHEDULE A TO NOTICE OF RELEASE

<u>Mark</u>	<u>Application/Registration Number</u>	<u>Application/ Registration Date</u>
AMERICAN BENEFACTOR	85/160601	10/25/2010
BENEFACTOR	85/160629	10/25/2010
LUXE BLACKBOX	3621343	05/19/2009
LUXE THE ARIZONA HOME REDEFINED	3533152	11/18/2008
LUXE THE CHICAGO HOME REDEFINED	3425196	05/13/2008
LUXE THE ORANGE COUNTY HOME REDEFINED	3527503	11/04/2008
LUXE THE SOUTH FLORIDA HOME REDEFINED	3519152	10/21/2008
LUXE THE SOUTHERN CALIFORNIA HOME REDEFINED	3527504	11/04/2008
LUXE. INTERIORS + DESIGN	3822886	07/20/2010
NEWBEAUTY	3406831	04/01/2008
SAMPLEBAR	77/837494	09/29/2009
SPALOOK	3792418	05/25/2010
WATCH JOURNAL	3735429	01/05/2010