

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Curves International, Inc.		11/22/2013	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	Nestle Holdings, Inc.		
Street Address:	900 Long Ridge Road, Building 2		
Internal Address:	c/o Nestle USA, Inc.		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06902		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 55			
Property Type	Number	Word Mark	
Serial Number:	85169873	CURVES WELLNESS & WEIGHT LOSS CENTER	
Serial Number:	85169871	CURVES WELLNESS CENTER	
Serial Number:	85169870	CURVES WEIGHT LOSS CENTER	
Serial Number:	85169867	CURVES WELLNESS & WEIGHT LOSS	
Registration Number:	3620936	CURVACEOUS THE CURVES COLLECTION	
Registration Number:	3164796	CURVES	
Registration Number:	3150319	CURVES	
Registration Number:	3591192	CURVES	
Registration Number:	2947574	CURVES	
Registration Number:	3702082	CURVES	
Registration Number:	3610387	CURVES	
Registration Number:	3384796	CURVES	
Registration Number:	3385228	CURVES	

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Registration Number:	3385262	CURVES
Registration Number:	3720123	CURVES
Registration Number:	3453049	CURVES
Registration Number:	3555096	CURVES
Registration Number:	2923501	CURVES
Registration Number:	3144142	CURVES
Registration Number:	3591193	CURVES
Registration Number:	2930889	CURVES
Registration Number:	3488517	CURVES COMPLETE
Registration Number:	3533826	CURVES COMPLETE
Registration Number:	4026249	CURVES OS
Registration Number:	3540877	CURVES PRODUCTS
Registration Number:	1966990	EXPERT INK
Registration Number:	2946238	CURVES FOR WOMEN
Registration Number:	3591191	CURVES FOR WOMEN
Registration Number:	3342175	CURVES LEARNING EXPERIENCE
Registration Number:	3619843	CURVES SMART WORKOUT SYSTEM
Registration Number:	3406231	CURVES SMART
Registration Number:	3533821	CURVES SMART
Registration Number:	3707075	CURVES SMART
Registration Number:	3603665	CURVES CIRCUIT GEAR
Registration Number:	3603664	CURVES CIRCUIT GEAR
Registration Number:	4226450	CURVES LIFE
Registration Number:	3108237	CURVES TRAVEL
Registration Number:	3365618	CURVES UNIVERSITY
Registration Number:	3242565	CURVES UNIVERSITY
Registration Number:	2695508	
Registration Number:	0342031	
Registration Number:	2954936	DIANE
Registration Number:	4215456	DIANE
Registration Number:	3427634	TAKE 30
Registration Number:	4003108	CURVES PAYMENT SOLUTIONS
Registration Number:	3571321	CURVES QUEST
Registration Number:	4283264	GIVE A GOBBLE
Registration Number:	3617601	MY CURVES

	3666355	MY CURVES
Registration Number:	3675848	MY CURVES
Registration Number:	4184322	SHOP CURVES
Registration Number:	3410442	STRENGTHENING WOMEN
Registration Number:	3917704	STRONGER TOGETHER
Registration Number:	4112225	STRONGER TOGETHER
Registration Number:	2867466	THE POWER TO AMAZE YOURSELF

CORRESPONDENCE DATA

Fax Number:

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

Email: michael.barys@thomsonreuters.com

Correspondent Name: Mayer Brown LLP, Attn: Colin Carley

Address Line 1: 1675 Broadway

Address Line 4: New York, NEW YORK 10019

NAME OF SUBMITTER:	Colin Carley
Signature:	/Michael Barys TR/
Date:	11/25/2013

Total Attachments: 12

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made as of November 22, 2013, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, the "Grantors" and each individually a "Grantor") and NESTLÉ HOLDINGS, INC. ("Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Revolving Promissory Note, dated as of November 22, 2013 (as may be amended, restated, supplemented, or otherwise modified from time to time, including all schedules thereto, the "Note") issued to the Lender by Curves International Holdings, Inc., a Texas corporation ("Holdings"), Curves International, Inc., a Texas corporation ("Curves International"), CFW Operations Canada, Inc., a Nevada corporation ("CFW Canada"), Curves Europe ML, Inc., a Nevada corporation ("Curves Europe"), CFW Group, Inc., a Nevada corporation ("CFW Group"), CFW Operations Australasia/Southeast Asia, Inc., a Nevada corporation ("CFW Operations"), Member Dues for Curves, Inc., a Nevada corporation ("Member Dues"), JC USA, Inc., a Texas corporation ("JC USA"), JC Franchising Inc., a Texas corporation ("JC Franchising"), and Craig Holdings, Inc. ("Craig Holdings"), and together with Holdings, Curves International, CFW Canada, Curves Europe, CFW Group, CFW Operations, Member Dues, JC USA and JC Franchising, individually, a "Borrower" and collectively, the "Borrowers"), the Lender has agreed to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Lender is willing to make the financial accommodations to the Borrowers as provided for in the Note, but only upon the condition, among others, that Grantors shall have executed and delivered to the Lender that certain Security Agreement, dated as of November 22, 2013 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Grantors are required to execute and deliver to the Lender this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors hereby agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement, as the case may be.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby assigns and pledges to the Lender, its successors and assigns, and hereby grants to the Lender, its successors and assigns, a security interest, in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (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, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, 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 successor 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 referred to on Schedule I hereto (the "Trademarks");

- (b) all goodwill associated with or symbolized by the Trademarks; and
- (c) all other assets, rights and interests that uniquely reflect or embody such Trademarks.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by the Borrowers and the Grantors or (in each case) any of them, to the Lender whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Lender pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. The Grantors shall comply with their respective obligations under the Security Agreement with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting the Grantors' obligations under this Section 5, the Grantors hereby authorize the Lender unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of any Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other related agreement in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by fax transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other related agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other related agreement refer to this Trademark Security Agreement or such other related agreement, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other related agreement, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other related agreement to any agreement, instrument, or

document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other related agreement to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement and the Security Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other related agreement shall be satisfied by the transmission of a written record and any record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[Signatures Follow]

IN WITNESS WHEREOF, each 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.

GRANTOR:

CURVES INTERNATIONAL, INC.

By: 

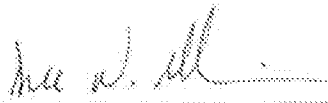
Name: Jonathan Canarick

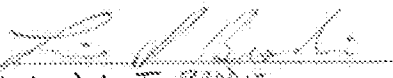
Title: Vice President

[Signature Page to Trademark Security Agreement]

LENDER:

NESTLÉ HOLDINGS, INC.

By: 
Name: DON W. COLLINE
Title: TREASURER

By: 
Name: LINDA J. BADDE
Title: ASSISTANT TREASURER, CASH
MANAGEMENT

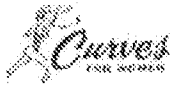
[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005160 FRAME: 0577

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

GRANTOR: CURVES INTERNATIONAL, INC.

Trademark	Serial No.	Filing Date	Registration No.	Registration Date
CURVACEOUS, THE CURVES COLLECTION AND DESIGN	78,686,649	5/5/05	3,620,936	5/12/09
Curves	78,624,159	5/5/05	3,164,796	10/31/06
Curves	76,410,976	5/23/02	3,150,319	10/3/06
Curves	77,571,786	9/17/08	3,591,192	3/17/09
Curves	76,977,327	5/23/02	2,947,574	5/10/05
CURVES	77,215,916	6/26/07	3,702,082	10/27/09
CURVES	78,732,026	10/12/05	3,610,387	4/21/09
Curves	77,213,830	6/23/07	3,384,796	2/19/08
Curves (& Design)	77,245,492	8/2/07	3,385,228	2/19/08
Curves (& Design)	77,268,040	8/30/07	3,385,262	2/19/08
CURVES	78,732,026	10/12/05	3,720,123	12/1/09
CURVES (Block Letters)	77,309,740	10/22/07	3,453,049	6/24/08
CURVES	77,400,554	2/19/08	3,555,096	12/30/08
Curves (and design)	78,975,480	7/24/03	2,923,501	2/1/05
Curves (and design)	78,278,523	7/24/03	3,144,142	6/20/06
Curves (and design)	77,571,845	7/24/03	3,591,193	9/19/06
Curves (and design)	78,624,159	5/5/05	3,164,796	10/31/06
Curves (and design)	78,278,523	7/24/03	3,144,142	9/19/06
Curves (standard character format)	78,378,828	3/4/04	2,930,889	3/8/05
Curves (stylized)	78,278,523	1/24/06	3,144,142	9/19/06
Curves (stylized)	78,975,480	7/23/03	2,923,501	2/1/05
Curves Complete	77,393,825	2/11/08	3,488,517	8/19/08
Curves Complete (Design)	77,443,976	4/9/08	3,533,826	11/18/08
CURVES OS	85,267,306	4/6/10	4,026,249	9/13/11
CURVES PRODUCTS	77,097,896	2/2/07	3,540,877	12/2/08

Trademark	Serial No.	Filing Date	Registration No.	Registration Date
	74,727,864		1,966,990	8/27/96
Curves for Women (text)	2,946,238	4/30/94	2,946,238	2/8/05
Curves for Women (text)	77,571,773	9/17/08	3,591,191	3/17/09
Curves for Women (text)	2,946,238	4/30/94	2,946,238	5/3/05
CURVES LEARNING EXPERIENCE	78,969,022	9/7/06	3,342,175	11/20/07
Curves Smart Workout	77,094,368	1/30/07	3,619,843	5/12/09
CURVES SMART	77,107,491	2/14/07	3,406,231	4/1/08
CURVES SMART (Design)	77,443,887	4/9/08	3,533,821	11/18/08
CURVES SMART	78,948,932	8/9/06	3,707,075	11/3/09
Curves Wellness & Weight Loss Center	85,169,873	11/4/10		
Curves Wellness Center	85,169,871	11/4/10		
Curves Weight Loss Center	85,169,870	11/4/10		
Curves Wellness & Weight Loss	85,169,867	11/4/10		
CURVES CIRCUIT GEAR	77,338,433	11/27/07	3,603,665	4/7/09
CURVES CIRCUIT GEAR	77,338,432	11/27/07	3,603,664	4/7/09
CURVES LIFE	85,232,509	2/2/11	4,226,450	10/16/12
CURVES TRAVEL	78,706,181	9/2/05	3,108,237	6/20/06
Curves University	78,576,146		3,365,618	1/8/08
Curves University	78/977,918		3,242,565	5/15/07
Curves Lady Design	76,411,955	5/23/02	2,695,508	3/11/03
Diane	78,370,155	2/18/04	342031	5/6/08
Diane	78,366,132	2/11/04	2,954,936	5/24/05
Diane	85,475,772	6/26/12	4,215,456	9/25/12
TAKE 30	77,069,458	12/21/06	3,427,634	5/13/08
CURVES PAYMENT SOLUTIONS	77,859,507	10/28/09	4,003,108	7/26/11
CURVES QUEST	77,327,881	11/13/07	3,571,321	2/10/09
GIVE A GOBBLE	77,763,320	6/18/09	4,283,264	1/29/13
MY CURVES	78,785,073	1/4/06	3,617,601	5/5/09
MY CURVES	77,655,244	1/23/09	3,666,355	8/11/09
MY CURVES	77,655,252	1/23/09	3,675,848	9/1/09

Trademark	Serial No.	Filing Date	Registration No.	Registration Date
Curves	78/741,460	6/13/06	3,610,387	4/21/09
Shop Curves	85,400,286	8/17/11	4,184,322	7/31/12
Strengthening Women	78,656,150	6/22/05	3,410,442	4/8/08
STRONGER TOGETHER	77,777,497	12/28/09	3,917,704	2/8/11
Stronger Together	77,809,417	8/20/09	4,112,225	3/13/12
The Power to Amaze Yourself	76,453,134	9/26/02	2,867,466	7/27/04
The Power to Amaze Yourself	2,867,466	9/26/02	2,867,466	7/27/04
Bar-Chocolate Peanut Butter Delight				