

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
VOGUE INTERNATIONAL LLC		02/14/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	GOLDMAN SACHS BANK USA, AS COLLATERAL AGENT		
Street Address:	200 WEST STREET		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10282		
Entity Type:	BANK: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	85957933		
Serial Number:	85701050	OGX	
Registration Number:	3820162	ORGANIX	
Registration Number:	3918439	IWATER	
Registration Number:	3690805	VITAMIN SHAMPOO	
CORRESPONDENCE DATA			
Fax Number:	8668265420		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	301-638-0511		
Email:	ipresearchplus@comcast.net		
Correspondent Name:	IP Research Plus, Inc.		
Address Line 1:	21 Tadcaster Circle		
Address Line 2:	attn: Penelope J.A. Agodoa		
Address Line 4:	Waldorf, MARYLAND 20602		

OP \$140.00 85957933

ATTORNEY DOCKET NUMBER:	CRS1-39266
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	02/14/2014
Total Attachments: 4 source=39266#page1.tif source=39266#page2.tif source=39266#page3.tif source=39266#page4.tif	

TRADEMARK SECURITY AGREEMENT, dated as of February 14, 2014 (this "Agreement"), between Vogue International LLC, a Delaware limited liability company (the "Company"), and Goldman Sachs Bank USA, as Collateral Agent.

Reference is made to the Credit Agreement, dated as of February 14, 2014 (the "Credit Agreement"), among the Company, the Lenders party thereto and Goldman Sachs Bank USA, as Administrative Agent and Collateral Agent. Capitalized terms used and not defined herein shall have the meanings ascribed to them in the Credit Agreement.

The Lenders have agreed to extend credit to the Company 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. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. The rules of construction specified in Section 1.2 of the Credit Agreement also apply to this Agreement, mutatis mutandis.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations (as defined in the Guarantee and Collateral Agreement), the Company pursuant to the Guarantee and Collateral Agreement did, and hereby does, grant to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all right, title and interest in, to and under any and all of the assets listed on Schedule I hereto (collectively, the "Trademark Collateral").

SECTION 3. Furtherance of Interests. The security interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Guarantee and Collateral Agreement. The Company hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Guarantee and Collateral 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 Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

VOGUE INTERNATIONAL LLC

By: 

Name: Todd Christopher
Title: Founder and CEO

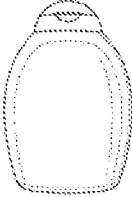
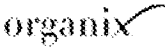

[Signature Page to Trademark Security Agreement]

GOLDMAN SACHS BANK USA,
as Collateral Agent,

By: Charles D Johnston
Name:
Title: Charles D. Johnston
Authorized Signatory

SCHEDULE I

Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Status</u>	<u>Application Number / Application Date</u>	<u>Reg. No. / Reg. Date</u>	<u>Owner</u>
United States	Design Only 	Pending	85957933 6/12/13	N/A	Todd Christopher International LLC (n/k/a Vogue International LLC)
United States	OGX	Registered	85701050 8/10/12	4397602 9/3/13	Todd Christopher International LLC (n/k/a Vogue International LLC)
United States	ORGANIX 	Registered Section 2(F)	77594140 10/16/08	3820162 7/20/10	Todd Christopher International LLC (n/k/a Vogue International LLC)
United States	IWATER	Registered	77594145 10/16/08	3918439 2/15/11	Todd Christopher International LLC (n/k/a Vogue International LLC)
United States	VITAMIN SHAMPOO 	Registered Supplemental Register	77594142 10/16/08	3690805 9/29/09	Todd Christopher International LLC (n/k/a Vogue International LLC)