

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM306290

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
N.V. PERRICONE LLC		05/30/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	UNION BANK, N.A., as administrative agent for the Lenders		
Street Address:	350 CALIFORNIA STREET, 10TH FLOOR		
Internal Address:	ATTN: IAN RITCHIE		
City:	SAN FRANCISCO		
State/Country:	CALIFORNIA		
Postal Code:	94104		
Entity Type:	NATIONAL BANKING ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 38			
Property Type	Number	Word Mark	
Serial Number:	85842197	BLACK PLASMA	
Serial Number:	86099118	CHLORO PLASMA	
Serial Number:	86123762	COLOR TREATMENT	
Serial Number:	85842258	COUPLED PLASMA	
Serial Number:	86151450		
Serial Number:	85842240	FLUID PLASMA	
Serial Number:	85842213	FUSION PLASMA	
Serial Number:	85842134	GREEN PLASMA	
Serial Number:	86221577	HYALO PLASMA	
Serial Number:	86132795	HYDRO PLASMA	
Serial Number:	85842177	IONIC PLASMA	
Serial Number:	85864300	LIQUID PLASMA	
Serial Number:	86247146	MASTERING THE TECHNIQUE. DOT. PRESS. BLE	
Serial Number:	85941932	NEURO-OLIGOPEPTIDE COMPLEX	
Serial Number:	85938238	NO BLUSH BLUSH	
Serial Number:	85844189	NO BRONZER BRONZER	
Serial Number:	86151983	NO FOUNDATION FOUNDATION FAIR	
Serial Number:	85844175	NO FOUNDATION FOUNDATION FLUID	
TRADEMARK			

CH \$965.00 85842197

Property Type	Number	Word Mark
Serial Number:	86031116	NO FOUNDATION FOUNDATION LIGHT
Serial Number:	86031114	NO FOUNDATION FOUNDATION SERUM
Serial Number:	85844163	NO LIPSTICK LIPSTICK
Serial Number:	86219251	NO MAKEUP SKINCARE
Serial Number:	85844147	NO MASCARA MASCARA
Serial Number:	85844127	NO PRIMER PRIMER
Serial Number:	86231582	OUTPATIENT THERAPY
Serial Number:	86265650	PHOTO PLASMA GLOW
Serial Number:	85842281	PLASMA BURST
Serial Number:	86247138	THE GLOW OF HEALTH. THE FLUSH OF YOUTH.
Serial Number:	86074064	THE LAST STEP IN SKINCARE, THE FIRST STE
Serial Number:	86219266	THE SCIENCE OF YOUTHFUL COLOR
Serial Number:	85842154	THERMAL PLASMA
Registration Number:	4298314	FACE FIRMING ACTIVATOR
Registration Number:	4318623	FORMULA 15
Registration Number:	4247503	FORMULA 15 THE NEXT GENERATION FACE FIRM
Registration Number:	4506470	OVM
Registration Number:	4404467	PHOTO PLASMA
Registration Number:	4534572	THE POWER TREATMENTS
Registration Number:	4339600	THE SCIENCE OF AGING BEAUTIFULLY

CORRESPONDENCE DATA

Fax Number: 2132264028
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.
Phone: 212-858-1000
Email: kevin.davis@pillsburylaw.com
Correspondent Name: ULRIKA E. PALSSON, ESQ.
Address Line 1: PILLSBURY WINTHROP SHAW PITTMAN LLP
Address Line 2: 1540 BROADWAY
Address Line 4: NEW YORK, NEW YORK 10036-4039

ATTORNEY DOCKET NUMBER:	005550-0000554
NAME OF SUBMITTER:	Ulrika E. Palsson
SIGNATURE:	/Ulrika E. Palsson/
DATE SIGNED:	06/02/2014

Total Attachments: 9
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, extended, renewed, supplemented, reaffirmed or otherwise modified from time to time, the "**IP Security Agreement**") dated as of May 30, 2014, is made by N.V. Perricone LLC, a Delaware limited liability company (the "**Grantor**"), in favor of Union Bank, N.A., as administrative agent (the "**Agent**") for the Lenders (as defined below).

WHEREAS, the Grantor previously entered into that certain Amended and Restated Credit Agreement dated as of December 16, 2011 (as amended prior to the date hereof, the "**Existing Credit Agreement**"), with the lenders party thereto and the Agent.

WHEREAS, the Existing Credit Agreement is being amended and restated by that certain Second Amended and Restated Credit Agreement dated as of the date hereof (as further amended, restated, extended, renewed, supplemented, reaffirmed or otherwise modified from time to time, the "**Credit Agreement**") among the Grantor, the lenders party thereto (the "**Lenders**") and the Agent. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, pursuant to the Credit Agreement, the Grantor has executed and delivered that certain Reaffirmation Agreement dated as of the date hereof whereby the Grantor reaffirmed its obligations under the Security Agreement dated as of March 3, 2006 executed by the Grantor in favor of the Agent (the "**Security Agreement**").

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Agent, for the ratable benefit of the Lenders, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed pursuant thereto to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Agent for the ratable benefit of the Lenders a security interest in all of the Grantor's right, title and interest in and to the following (the "**Collateral**"):

- (i) all patents and patent applications, now owned or hereafter acquired by the Grantor, including without limitation, the patents and patent applications set forth on Schedule A hereto (the "**Patents**");
- (ii) all trademarks and service marks and applications, now owned or hereafter acquired by the Grantor, including, without limitation, the trademark and service mark registrations and applications set forth on Schedule A attached hereto, together with the goodwill symbolized thereby (the "**Trademarks**");
- (iii) all copyrights, whether registered or unregistered, now owned or hereafter acquired by the Grantor, including, without limitation, the copyright registrations and

applications and exclusive copyright licenses set forth on Schedule A attached hereto (the “*Copyrights*”);

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

Notwithstanding the foregoing, the Collateral shall not include any intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office, provided that upon such filing and acceptance, such intent-to-use applications shall be included in the Collateral.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by the Grantor under this IP Security Agreement secures the payment and performance of all Obligations of the Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to the Grantor, the payment of all amounts that constitute part of the Obligations and that would be owed by the Grantor to any Lender under the Loan Documents but for the fact that such Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed and delivered in any number of counterparts (including delivery by PDF), each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the

rights and remedies of, the Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of California.

[Signature page follows.]

IN WITNESS WHEREOF, each of the undersigned, intending to be legally bound hereby, has caused this Agreement to be executed as of the date first set forth above.

N.V. PERRICONE LLC

By: 

Alice Alioto
President and Chief Executive Officer

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 005293 FRAME: 0768

Schedule A

PATENTS

Patent	Filing Date	Serial #	Iss. Date	Patent #
Electronic Muscle Stimulator Finger Tip	2001-09-24	29/148,554	2002-06-25	D459,478
Electronic Muscle Stimulator Finger Tip Triplet	2001-10-31	29/151,068	2002-06-25	D459,479
Electronic Muscle Stimulator Glove	2001-09-21	29/148,565	2002-07-02	D459,816
Catecholamines and Related Compounds	1995-09-07	08/525,977	1997-07-01	5,643,586
Treating Sagging Muscle Using Catecholamines	1997-05-05	08/851,222	1999-03-09	5,879,690
Tocotrienol for Topical Applications to the Skin	1994-12-21	08/361,737	1996-08-13	5,545,398
Topical Acyl Glutathione Psoriasis Compositions	2009-12-28	12/647,622		
Lipoic Acid in Topical Compositions	1995-09-20	08/531,290	1998-01-20	5,709,868
Method of Skin Care and/or Treatment Using Lipoic Acid	2001-09-24	09/961,766	2004-06-22	6,752,999
Method of Skin Care Using Lipoic and Ascorbic Acids	2004-06-21	10/872,938	2008-10-21	7,438,896
Stabilized Ascorbyl Compositions	1996-11-26	08/756,461	2000-12-19	6,162,419
Treatment of Rosacea Using Lipoic Acid	1999-10-08	09/415,792	2002-10-29	6,472,432
Treatment of Rosacea Using Lipoic Acid	2001-09-14	09/951,578	2003-07-01	6,586,472
Treatment of Skin Damage Using Olive Oil Polyphenols	2000-06-23	09/763,333	2002-08-20	6,437,004
Treatment of Skin Damage Using Conjugated Linoleic Acid	2000-05-02	09/563,169	2001-10-02	6,296,861
Treatment Of Skin Damage Using Polyenylphosphatidylcholine	2000-04-06	09/543,947	2001-02-20	6,191,121
Treatment Of Skin Damage Using Polyenylphosphatidylcholine	2003-01-17	10/257,037	2005-12-27	6,979,459
Treatment of Skin Damage Using PPC and Alkanolamines	2002-12-31	10/335,450	2005-08-23	6,932,963
Skin Whiteners Containing Hydroxytetronic Acid	2000-12-12	09/735,144	2002-07-09	6,417,226
Skin Whiteners Containing Hydroxytetronic Acid Derivatives	2002-05-31	10/159,368	2006-03-28	7,019,029
Topical Scar Treatments Using Alkanolamines	2001-06-06	09/875,317	2001-11-20	6,319,942
Hair And Nail Treatments Using Alkanolamines	2002-06-26	10/180,412	2005-06-21	6,908,941
Treatment of Acne Using Alkonolamine Compositions	2004-01-30	10/768,769	2006-10-24	7,125,882
Treatment of Acne Using Alkonolamine Compositions	2004-01-30	10/768,359	2006-07-25	7,081,479

Patent	Filing Date	Serial #	Iss. Date	Patent #
Subcutaneous Muscle Treatment	2001-08-16	09/931,616	2002-12-31	6,500,857
Apparatus for Skin Treatment	2003-06-30	10/609,743	2006-06-27	7,066,941
Methods of Improving the Appearance of Aging Skin	2011-03-24	13/070,945	2013-12-17	8,609,604
Topical Glutathione Formulations For Menopausal Skin	2010-03-05	12/718,706	2013-11-12	8,580,742
Topical Glutathione Formulations For Menopausal Skin	2013-10-10	14/050,830		
Methods of Improving the Appearance of Aging Skin	2013-12-09	14/894,666		
Melanin Promoting Topical Composition	2010-11-30	12/957,016	2013-04-09	8,414,869
Topical Palmitoyl Glutathione Formulations	2011-03-25	13/072,277	2013-12-17	8,609,618
Topical Palmitoyl Glutathione Formulations	2013-10-23	14/061,450		
Topical Palmitoyl Glutathione Formulations	2013-10-23	14/061,450		
Topical Composition for Stimulating Epidermis and Dermis Layers of the Skin ¹	2014-02-14	14/181,365		
Skin Hyperpigmentation Acyl Glutathione Treatments	2011-03-25	13/072,326		
Topical Uses of Szeto-Schiller Peptides	2010-12-30	12/982,155		
Topical Uses of Szeto-Schiller Peptides	2010-04-06	12/755,079		
Topical Acyl Glutathione Formulations	12/28/2009	12/647,629		
Methods of Use of Nitroalkene Compositions in Dermatologic Applications to Prevent or Treat Skin Aging	2009-05-08	12/463,052		
Methods of Treatment of Inflammation Using Glutathiones	2005-11-14	11/273,418		
Topical Glutathione Compositions	2005-11-14	11/272,842		

Trademarks

Trademark	Serial #	Filing Date	Registration #	Reg. Date
NTP COMPLEX	75/387,846	1997-11-10	2,315,317	2000-02-08
NTP COMPLEX	75/387,846	1997-11-10	2,315,317	2000-02-08
N.V. PERRICONE, M.D.	75/392,888	1997-11-19	2,237,822	1999-04-06

¹ Owned jointly with Dr. Peter Pugliese.

Trademark	Serial #	Filing Date	Registration #	Reg. Date
COSMECEUTICALS				
N.V. PERRICONE, M.D. COSMECEUTICALS and Design	78/341,288	2003-12-16	2,920,772	2005-01-25
N.V. PERRICONE, M.D.	78/799,850	2006-01-26	3,126,999	2006-08-08
THE WRINKLE CURE	75/867,723	1999-12-10	2,832,268	2004-04-13
THE WRINKLE CURE	78/488,493	2004-09-23	3,898,161	2010-12-28
DESIGN ONLY (Mortar and Pestle)	86/151,450	2013-12-23		
THE WRINKLE CURE CLINIC	78/731,279	2005-10-12	3,723,811	2009-12-08
OUTPATIENT THERAPY	86/231,582	2014-03-25		
THE PERRICONE PRESCRIPTION	76/976,381	2002-05-20	2,952,811	2005-05-17
SKIN & TOTAL BODY	78/355,647	2004-01-22	2,935,651	2005-03-22
NEUROPEPTIDE FACIAL CONFORMER	78/355,532	2004-01-22	3,034,311	2005-12-27
THE BRAIN-BEAUTY CONNECTION	78/496,884	2004-10-08	3,124,699	2006-08-01
THREE-DAY NUTRITIONAL FACE-LIFT	78/496,958	2004-10-08	3,160,217	2006-10-17
FACE FIRING ACTIVATOR (Principal Register) (2(f) claim)	85/745,374	2012-10-04	4,298,314	2013-03-05
NEUROPEPTIDE FACIAL CONTOUR	78/601,148	2005-04-04	3,085,028	2006-04-25
NUTRIENT FACE FORTIFIER	78/785,784	2006-01-05	3,260,284	2007-07-10
SYNERGY ANTI-AGING AROMATIC	78/973,589	2006-09-13	3,535,610	2008-11-18
PERRICONEMD, COSMECEUTICALS	77/271,661	2007-09-05	3,595,750	2009-03-24
SOLAR PROTECTION FOR BODY WITH DMAE	77/301,388	2007-10-11	3,464,767	2008-07-08
SOLAR PROTECTION FOR FACE WITH DMAE	77/301,399	2007-10-11	3,500,395	2008-09-09
STIMULCELL	77/304,233	2007-10-15	3,473,549	2008-07-22
PERRICONEMD NUTRICEUTICALS	77/321,500	2007-11-05	3,536,219	2008-11-25
PERRICONEMD THERAPEUTICS	77/382,308	2008-01-28	3,596,203	2009-03-24
RenewaLIGHT	77/393,755	2008-02-11		
LIGHT RENEWAL	77/431,872	2008-03-26	3,790,708	2010-05-18
PIGMENT CORRECTIVE	77/494,943	2008-06-10	3,607,920	2009-04-14
PERRICONE	77/540,038	2008-08-06	4,038,856	2011-10-11
PERRICONE	77/540,042	2008-08-06	4,063,673	2011-11-29
COLD PLASMA	77/535,620	2008-07-31	3,670,677	2009-08-18
PERRICONE MD	85/401,274	2011-08-18	4,115,011	2012-03-20
BEAUTY FROM THE INSIDE OUT AND THE OUTSIDE IN	77/576,897	2008-09-23	3,664,950	2009-08-04
NO FOUNDATION FOUNDATION	77/816,546	2009-08-31	3,763,210	2010-03-23
PERRICALGAE	77/891,253	2009-12-11	3,843,105	2010-08-31
Design of Icon with Arrows	85/159,089	2010-10-22	4,046,796	2011-10-25
BLUE PLASMA	85/227,777	2011-01-27	4,254,508	2012-12-04
BLUE PLASMA THE SCIENCE OF BEAUTY				
NO MASCARA MASCARA	85/844,147	2013-02-07		
NO LIPSTICK LIPSTICK	85/844,163	2013-02-07		
THE CREASE CURE	85/258,122	2011-03-04	4,047,075	2011-10-25
WHEN DOES A WRINKLE BECOME A CREASE?	85/258,145	2011-03-04	4,222,623	2012-10-09

Trademark	Serial #	Filing Date	Registration #	Reg. Date
STOP YOUR WRINKLES FROM BECOMING CREASES	85/258,168	2011-03-04	4,047,076	2011-10-25
ACYL-GLUTATHIONE	85/306,855	2011-04-28	4,097,355	2012-02-07
COLD PLASMA SUB-D	85/337,446	2011-06-03	4,067,285	2011-12-06
SUB-D	85/337,457	2011-06-03	4,067,286	2011-12-06
NO CONCEALER CONCEALER	85/436,343	2011-09-30	4,165,901	2012-06-26
THE SCIENCE OF AGING BEAUTIFULLY	85/527,383	2012-01-27	4,339,600	2013-05-21
FORMULA 15	85/570,233	2012-03-15	4,318,623	2013-04-16
FORMULA 15 THE NEXT GENERATION FACE FIRING ACTIVATOR	85/574,259	2012-03-20	4,247,503	2012-11-20
PHOTO PLASMA	85/665,472	2012-06-29	4,404,467	2013-09-17
OVM	85/737,398	2012-09-25	4,506,470	2014-04-01
GREEN PLASMA	85/842,134	2013-02-06		
THERMAL PLASMA	85/842,154	2013-02-06		
IONIC PLASMA	85/842,177	2013-02-06		
BLACK PLASMA	85/842,197	2013-02-06		
FUSION PLASMA	85/842,213	2013-02-06		
FLUID PLASMA	85/842,240	2013-02-06		
COUPLED PLASMA	85/842,258	2013-02-06		
PLASMA BURST	85/842,281	2013-02-06		
NO FOUNDATION FOUNDATION FLUID	85/844,175	2013-02-07		
NO BRONZER BRONZER	85/844,189	2013-02-07		
NO PRIMER PRIMER	85/844,127	2013-02-07		
THE POWER TREATMENTS	85/861,602	2013-02-27	4,534,572	2014-05-20
LIQUID PLASMA	85/864,300	2013-03-01		
FEED HUNGRY SKIN	85/036,466	2010-05-12	3,991,065	2011-07-05
FEED HUNGRY SKIN	85/197,399	2010-12-14	3,981,667	2011-06-21
FEED HUNGRY SKIN WITH THE WORLD'S MOST POWERFUL SUPERFOODS	85/197,550	2010-12-14	3,985,834	2011-06-28
FEED HUNGRY SKIN WITH THE WORLD'S MOST POWERFUL SUPERFOODS	85/197,558	2010-12-14	3,981,669	2011-06-21
CRINKLE ERASER	85/171,491	2010-11-08	4,054,037	2011-11-08
DAYLIGHT SAVINGS	85/178,955	2010-11-17	4,057,540	2011-11-15
NO BLUSH BLUSH	85/938,238	2013-05-21		
NEURO-OLIGOPEPTIDE COMPLEX	85/941,932	2013-05-24		
NO FOUNDATION FOUNDATION SERUM	86/031,114	2013-08-07		
NO FOUNDATION FOUNDATION LIGHT	86/031,116	2013-08-07		
THE LAST STEP IN SKINCARE, THE FIRST STEP IN MAKEUP	86/074,064	2013-09-25		
CHLORO PLASMA	86/099,118	2013-10-23		
HYDRO PLASMA	86/132,795	2013-12-02		
COLOR TREATMENT	86/123,762	2013-11-20		
NO FOUNDATION FOUNDATION FAIR	86/151,983	2013-12-24		
HYALO PLASMA	86/221,577	2014-03-14		
NO MAKEUP SKINCARE	86/219,251	2014-03-12		

Trademark	Serial #	Filing Date	Registration #	Reg. Date
THE SCIENCE OF YOUTHFUL COLOR	86/219,266	2014-03-12		
THE GLOW OF HEALTH. THE FLUSH OF YOUTH.	86/247,138	2014-04-09		
MASTERING THE TECHNIQUE. DOT. PRESS. BLEND.	86/247,146	2014-04-09		
PHOTO PLASMA GLOW	86/265,650	4/29/2014		

Copyrights

None.