

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM325018

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT FOR SECURITY - TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bremenn IP Holdings, LLC		11/28/2014	LIMITED LIABILITY COMPANY: NEVADA
RECEIVING PARTY DATA			
Name:	Cerberus Business Finance, LLC, as collateral agent		
Street Address:	875 Third Avenue		
Internal Address:	22nd floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	3140334	HYLEXIN	
Registration Number:	3782363	BUTT LIFT IN A BOX	
Registration Number:	3994362	EMERGENCY ZIT STICK	
Registration Number:	3941240	TUMMY TUCK IN A BOX	
Registration Number:	3883612	INSTANT FOREHEAD SMOOTHER	
Registration Number:	3804474	PREPARATORY EXFOLIATING FACIAL WASH	
Registration Number:	3894651	LIFTING FIRMING EMULSION	
Registration Number:	4246271	BUTT PLUMPING CATALYST	
Registration Number:	3659653	UPPER EYELID LIFTER	
Registration Number:	3804475	NOCTURNAL RECOVERY EMULSION	
Registration Number:	3895071	BREMENN RESEARCH LABS MIRACLE CREAM	
Registration Number:	3952770	FACIAL SPIDER VEIN FORMULA	
Registration Number:	4099464	VENILEX	
Registration Number:	3851855	6 IN 1	
Registration Number:	3956190	TUMMY FIRMING EMULSION	
Registration Number:	4003826	TUMMY FLATTENING CATALYST	
Serial Number:	85753148	FAT FACE	
Registration Number:	4424885	BREMENN RESEARCH LABS	

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86188147	LUMEDIA
Registration Number:	4292947	REDNESS REHAB

CORRESPONDENCE DATA

Fax Number: 2125935955

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: 212-756-2132

Email: scott.kareff@srz.com

Correspondent Name: S. Kareff c/o Schulte Roth & Zabel LLP

Address Line 1: 919 Third Avenue

Address Line 2: 22nd floor

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	014951-1489
NAME OF SUBMITTER:	Scott Kareff (014951-1489)
SIGNATURE:	/kc for sk/
DATE SIGNED:	12/03/2014

Total Attachments: 4

source=Trademark Assignment for Security for Bremenn IP Holdings, LLC#page1.tif

source=Trademark Assignment for Security for Bremenn IP Holdings, LLC#page2.tif

source=Trademark Assignment for Security for Bremenn IP Holdings, LLC#page3.tif

source=Trademark Assignment for Security for Bremenn IP Holdings, LLC#page4.tif

ASSIGNMENT FOR SECURITY - TRADEMARKS

WHEREAS, Bremenn IP Holdings, LLC, a Nevada limited liability company (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a Pledge and Security Agreement, dated November 28, 2014 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Cerberus Business Finance, LLC, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Assignee"); and


WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement); provided, however, that notwithstanding anything contained herein to the contrary, "Collateral" shall not include any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Assignee and the Secured Parties a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of November 28, 2014.

BREMENN IP HOLDINGS, LLC

By: 
Name: LeGrand Lewis
Title: Vice President, Treasurer and Secretary

SCHEDULE A TO ASSIGNMENT FOR SECURITY

Trademarks and Trademark Applications
Owned by Bremenn IP Holdings, LLC

Mark	Country	Filing Date	Serial No.	Reg. No.	Reg. Date
Hylexin	United States;US	1/6/2005	78/543071	3140334	9/5/2006
Butt Lift In A Box	United States;US	1/26/2009	77656933	3782363	4/27/2010
Emergency Zit Stick	United States;US	3/20/2009	77695554	3,994,362	7/12/2011
Tummy Tuck In A Box	United States;US	3/18/2009	77694251	3941240	4/5/2011
Instant Forehead Smoother	United States;US	3/26/2009	77700354	3883612	11/30/2010
Preparatory Exfoliating Facial Wash	United States;US	4/21/2009	77718824	3804474	6/15/2010
Lifting Firming Emulsion	United States;US	4/20/2009	77717806	3894651	12/21/2010
Butt Plumping Catalyst	United States;US	4/20/2009	77717453	4246271	11/20/2012
Upper Eyelid Lifter	United States;US	4/21/2009	77718514	3659653	7/21/2009
Nocturnal Recovery Emulsion	United States;US	4/21/2009	77718897	3804475	6/15/2010
Bremenn Research Labs Miracle Cream	United States;US	9/29/2009	77837545	3895071	12/21/2010
Facial Spider Vein Formula	United States;US	10/20/2009	77852947	3952770	4/26/2011

Venilex	United States;US	10/16/2009	77850457	4099464	2/14/2012
6 In 1 (Stylized)	United States;US	12/15/2009	77893590	3851855	9/21/2010
Tummy Firming Emulsion	United States;US	8/9/2010	85102938	3956190	5/3/2011
Tummy Flattening Catalyst	United States;US	8/9/2010	85102967	4003826	7/26/2011
Fat Face	United States;US	10/12/2012	85753148		
Bremenn Research Labs	United States;US	3/1/2013	85864624	4424885	10/29/2013
Lumedia	United States;US	2/7/2014	86188147		
Hylexin	State - unknown	Unknown	Unknown	Unknown	Unknown
Redness Rehab	United States; US	5/16/2011	85322173	4292947	2/19/2013