

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM327114

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Atlantic Coast Media Group, LLC		12/16/2014	LIMITED LIABILITY COMPANY: VIRGINIA
Hydroxatone, LLC		12/16/2014	LIMITED LIABILITY COMPANY: VIRGINIA
Longevity, LLC		12/16/2014	LIMITED LIABILITY COMPANY: VIRGINIA
My Daily Dose, LLC		12/16/2014	LIMITED LIABILITY COMPANY: VIRGINIA
Orexis, LLC		12/16/2014	LIMITED LIABILITY COMPANY: VIRGINIA
Sarah McNamara Beauty, LLC		12/16/2014	LIMITED LIABILITY COMPANY: VIRGINIA
Bellezza Products, L.L.C.		12/16/2014	LIMITED LIABILITY COMPANY: VIRGINIA

RECEIVING PARTY DATA

Name:	Virginia Commercial Finance, Inc.
Street Address:	4551 Cox Road, Suite 402
City:	Glen Allen
State/Country:	VIRGINIA
Postal Code:	23060
Entity Type:	CORPORATION: VIRGINIA

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	4139748	BRONZIA17 COMPLEX
Registration Number:	4198871	KERACALM
Registration Number:	4376764	INSTANT EFFECT
Registration Number:	4129060	KERANIQUE
Registration Number:	3862008	LASHATONE
Registration Number:	4106451	LUMINEYE
Registration Number:	3667617	NEUROSTIN
Registration Number:	4050668	SUNSOAK
Registration Number:	3968131	THINNING HAIR SOLUTION FOR WOMEN

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3602370	VINOTROL
Registration Number:	3888328	YOUR BEAUTY ADVISOR
Registration Number:	3678751	HYDROLYZE
Registration Number:	3312417	HYDROXATONE
Registration Number:	3829055	LUMINIQUE
Registration Number:	4112808	LUMINIQUE
Registration Number:	3815545	DECLATONE
Registration Number:	4383631	INSTANT FACE LIFT
Registration Number:	4172664	LIFTALYZE
Registration Number:	3152201	BELLAPLEX
Registration Number:	2992074	FINDLONGEVITYNOW
Registration Number:	4127951	TRISOME PLUS COMPLEX
Registration Number:	4034146	MYDAILYDOSE
Registration Number:	3232347	OREXIS
Registration Number:	4411873	LIP REWIND
Registration Number:	3926319	MIRACLE SKIN TRANSFORMER
Registration Number:	4290037	SARAH MCNAMARA BEAUTY NEW YORK

CORRESPONDENCE DATA

Fax Number: 8046976394

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: 8046974106

Email: rtavenner@cblaw.com

Correspondent Name: Robert G. Tavenner

Address Line 1: 909 East Main Street, Suite 1200

Address Line 4: Richmond, VIRGINIA 23219

ATTORNEY DOCKET NUMBER:	02576.00038
NAME OF SUBMITTER:	Robert G. Tavenner
SIGNATURE:	/Robert G. Tavenner/
DATE SIGNED:	12/23/2014

Total Attachments: 14

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of December 16, 2014 (as amended, restated or otherwise modified, the "Trademark Security Agreement"), between **Atlantic Coast Media Group, LLC**, a Virginia limited liability company ("Grantor"), and VIRGINIA COMMERCIAL FINANCE, INC. (the "Lender").

WHEREAS, pursuant to the Loan and Security Agreement dated as of even date herewith (as the same may be modified from time to time, the "Loan Agreement") by and between Grantor and Lender, the Lender has agreed to make certain extensions of credit and other accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Loan Agreement, Grantor is required to execute and deliver to Lender this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lender to enter into the Loan Agreement, Grantor hereby agrees as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Loan Agreement and used herein have the meaning given to them in the Loan Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Grantor hereby pledges and grants to Lender a security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certifications marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing, including, but not limited to: (i) the registrations and applications referred to on Schedule I hereto (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income payments, claims, damages and proceeds of suit (collectively, "Trademarks"); and

(b) any and all agreements providing for the granting of any right in or to Trademarks (whether Grantor is licensee or licensor thereunder) including those referred to on Schedule I hereto (collectively, "Trademark Licenses");

including, in each case, without limitation, the Trademark Collateral listed on Schedule I attached hereto.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Loan Agreement and 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 Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall control.

SECTION 4. Applicable Law. This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the Commonwealth of Virginia without regard to conflict of laws principles thereto.

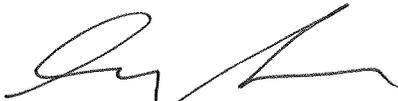
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, 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:

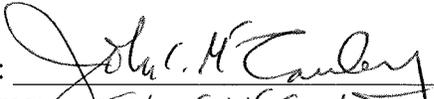
Atlantic Coast Media Group, LLC,
a Virginia limited liability company

By: 
Name: *Andrew J. Surwilo*
Title: *MANAGER*

1671681.2

Accepted and Agreed by:

VIRGINIA COMMERCIAL FINANCE, INC.,
as Lender

By: 
Name: John C. McCauley
Title: President

Schedule I

Trademarks

FEDERAL TRADEMARKS

Atlantic Coast Media Group, LLC. Registrations

Mark	Owner	Registration No.	Comments
BRONZIA17 COMPLEX	Atlantic Coast Media Group, LLC.	4139748	HMP has a security interest in the trademark, recorded February 6, 2013.
INSTANT EFFECT	Atlantic Coast Media Group, LLC.	4376764	HMP has a security interest in the trademark, recorded February 6, 2013.
KERACALM	Atlantic Coast Media Group, LLC.	4198871	HMP has a security interest in the trademark, recorded February 6, 2013.
KERANIQUE	Atlantic Coast Media Group, LLC.	4129060	HMP has a security interest in the trademark, recorded February 6, 2013.
LASHATONE	Atlantic Coast Media Group, LLC.	3862008	TD Bank N.A has a security interest in the trademark, filed September 12, 2011. HMP has a security interest in the trademark, recorded February 6, 2013.
LUMINEYE	Atlantic Coast Media Group, LLC.	4106451	HMP has a security interest in the trademark, recorded February 6, 2013.
NEUROSTIN	Atlantic Coast Media Group, LLC.	3667617	TD Bank N.A has a security interest in the trademark, filed September 12, 2011.
SUNSOAK	Atlantic Coast Media Group, LLC.	4050668	HMP has a security interest in the trademark, recorded February 6, 2013.
THINNING HAIR SOLUTION FOR WOMEN	Atlantic Coast Media Group, LLC.	3968131	Registered on supplemental register. TD Bank N.A has a security interest in the trademark, filed September 12, 2011. HMP has a security interest in the trademark, recorded February 6, 2013.
VINOTROL	Atlantic Coast Media Group, LLC.	3602370	TD Bank N.A has a security interest in the trademark, filed September 12, 2011. HMP has a security interest in the trademark, recorded February 6, 2013.
YOUR BEAUTY ADVISOR	Atlantic Coast Media Group, LLC.	3888328	Registered on supplemental register. TD Bank N.A has a security interest in the trademark, filed September 12, 2011. HMP has a security interest in the trademark, recorded February 6, 2013.

Subsidiary owned Registrations

Mark	Owner	Registration No.	Comments
HYDROLYZE	Bellezza Products, LLC.	3678751	HMP has a security interest in the trademark, recorded January 30, 2009. TD Bank N.A has a security interest in the trademark, filed September 12, 2011.
HYDROXATONE	Bellezza Products, LLC.	3312417	HMP has a security interest in the trademark, recorded January 30, 2009. TD Banknorth N.A has a security interest in the trademark, recorded May 14, 2008.

Mark	Owner	Registration No.	Comments
LUMINIQUE	Bellezza Products, LLC.	3829055	TD Bank N.A has a security interest in the trademark, filed September 12, 2011.
LUMINIQUE (brand)	Bellezza Products, LLC.	4112808	
DECLATONE	Hydroxatone, LLC.	3815545	TD Bank N.A has a security interest in the trademark, filed September 12, 2011. HMP has a security interest in the trademark, recorded February 6, 2013.
INSTANT FACE LIFT	Hydroxatone, LLC.	4383631	
LIFTALYZE	Hydroxatone, LLC.	4172664	HMP has a security interest in the trademark, recorded February 6, 2013.
BELLAPLEX	Longevity, LLC.	3152201	TD Banknorth N.A has a security interest in the trademark, recorded May 14, 2008. HMP has a security interest in the trademark, recorded January 30, 2009.
FINDLONGEVITYNOW	Longevity, LLC.	2992074	HMP has a security interest in the trademark, recorded April 14, 2006. TD Banknorth N.A has a security interest in the trademark, recorded May 14, 2008.
TRISOME PLUS COMPLEX	Luminique, LLC.	4127951	HMP has a security interest in the trademark, recorded February 6, 2013.
MYDAILYDOSE	My Daily Dose, LLC.	4034146	
OREXIS	Orexis, LLC.	3232347	HMP has a security interest in the trademark, recorded April 14, 2006. TD Banknorth N.A has a security interest in the trademark, recorded May 14, 2008.
LIP REWIND	Sarah McNamara Beauty, LLC.	4411873	HMP has a security interest in the trademark, recorded February 6, 2013.
MIRACLE SKIN TRANSFORMER	Sarah McNamara Beauty, LLC.	3926319	HMP has a security interest in the trademark, recorded February 6, 2013.
SARAH MCNAMARA BEAUTY NEW YORK	Sarah McNamara Beauty, LLC.	4290037	HMP has a security interest in the trademark, recorded February 6, 2013.
ARCTICESSENTIALS	Urban Nutrition, LLC.	3360277	TD Banknorth N.A ¹ has a security interest in the trademark, recorded May 14, 2008. Harbert Mezzanine Partners II FBIC, L. P. and/or Harbert Mezzanine Partners, LP (together, "HMP") has a security interest in the trademark, recorded April 18, 2007.
CELTRIXA	Urban Nutrition, LLC.	3517875	TD Bank N.A has a security interest in the trademark, filed September 12, 2011.
RESTAID	Urban Nutrition, LLC.	3419453	HMP has a security interest in the trademark, recorded January 30, 2009. TD Banknorth N.A has a security interest in the trademark, recorded May 14, 2008.
URBAN NUTRITION	Urban Nutrition, LLC.	3188792	HMP has a security interest in the trademark, recorded April 14, 2006. TD Banknorth N.A has a security interest in the trademark, recorded May 14, 2008.
VENACURA	Urban Nutrition, LLC.	3403496	HMP has a security interest in the trademark, recorded April 18, 2007.

¹ T.D Banknorth N.A is now known as T.D Bank N.A

Mark	Owner	Registration No.	Comments
			TD Banknorth N.A has a security interest in the trademark, recorded May 14, 2008.

REGISTERED TRADEMARKS – International

Mark	Owner	Country	Registration No.
HYDROXATONE	Bellezza Products, LLC.	CHINA	5968833
HYDROXATONE	Bellezza Products, LLC.	HONG KONG	300766215
HYDROXATONE	Bellezza Products, LLC.	INDONESIA	IDM000174232
HYDROXATONE	Bellezza Products, LLC.	S. KOREA	40-0732444
HYDROXATONE	Bellezza Products, LLC.	TAWAIN	1305288
HYDROXATONE	Bellezza Products, LLC.	VIETNAM	110280
HYDROXATONE	Hydroxatone, LLC.	RUSSIA	463805
HYDROXATONE	Hydroxatone, LLC.	AUSTRALIA	1601951
KERANIQUE	International Hair Institute, LLC.	AUSTRALIA	1601954
MIRACLE SKIN TRANSFORMER	Sarah McNamara Beauty, LLC.	AUSTRALIA	1601948

TRADEMARK APPLICATIONS

Mark	Owner	Country	Registration No.
CHRISTIE BRINKLEY (License only)	Christie Brinkley, Inc.	United States	Pending
CHRISTIE BRINKLEY AUTHENTIC SKINCARE (License only)	Christie Brinkley, Inc.	United States	Pending
HYDROXATONE	Hydroxatone, LLC.	THAILAND	814606 (Cl. 3) 814607 (Cl. 5) (pending)
HYDROXATONE	Hydroxatone, LLC.	EU	010025146 (pending)

TRADEMARK SECURITY AGREEMENT
(SUBSIDIARY)

Trademark Security Agreement, dated as of December 16, 2014 (as amended, restated or otherwise modified, the "Trademark Security Agreement"), among among each of the signatory parties hereto designated as "GRANTORS" in the signature block below (each, a "Grantor", and collectively, the "Grantors"), and VIRGINIA COMMERCIAL FINANCE, INC. (the "Lender").

WHEREAS, pursuant to the Loan and Security Agreement dated as of even date herewith (as the same may be modified from time to time, the "Loan Agreement") by and between ATLANTIC COAST MEDIA GROUP, LLC ("Borrower"), the Lender has agreed to make certain extensions of credit and other accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Lender is willing to make extensions of credit and other accommodations available to Borrower as provided for in the Loan Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Lender that certain Security Agreement, dated as of even date herewith (as amended and restated on such date the same may be further modified from time to time, the "Security Agreement"); and

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

NOW, THEREFORE, in consideration of the premises and to induce the Lender to enter into the Loan Agreement, the Grantors, individually, jointly and severally, hereby agree as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to Lender for the benefit of the Lender, a security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certifications marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing, including, but not limited to: (i) the registrations and applications referred to on Schedule I hereto (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income payments, claims, damages and proceeds of suit (collectively, "Trademarks"); and

(b) any and all agreements providing for the granting of any right in or to Trademarks (whether such Grantor is licensee or licensor thereunder) including those referred to on Schedule I hereto (collectively, "Trademark Licenses");

including, in each case, without limitation, the Trademark Collateral listed on Schedule I attached hereto.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Security Agreement and Grantors hereby acknowledge and affirm 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Applicable Law. This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the Commonwealth of Virginia without regard to conflict of laws principles thereto.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

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.

GRANTORS:

2B TIMELESS, LLC
BELLADERMA, LLC
BELLAPLEX, LLC
BELLEZZA PRODUCTS, L.L.C.
CHRISTIE BRINKLEY SKINCARE, LLC
EXCELL NOW, LLC
HYDRO-SKIN, LLC
HYDROXATONE, LLC
HYDROXATONE INTERNATIONAL LTD
INSTANT EFFECT, LLC
INTERNATIONAL BEAUTY BRANDS LTD
INTERNATIONAL HAIR INSTITUTE, LLC
LONGEVITY, LLC
LUMINIQUE, LLC
MYDAILYDOSE, LLC
NUTRINITY, LLC
ONE2ONE LOGISTICS, LLC
OREXIS, LLC
SARAH MCNAMARA BEAUTY, LLC
URBAN NUTRITION, LLC
YOUR BEAUTY ADVISOR, LLC

By: 
Name: *Andrew J. Sunwilk*
Title: *MANAGER*

1681593.2

Accepted and Agreed by:

VIRGINIA COMMERCIAL FINANCE, INC.,
as Lender

By: 
Name: John C. McCauley
Title: PRESIDENT

Schedule I

Trademarks

FEDERAL TRADEMARKS

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HYDROXATONE	Bellezza Products, LLC.	S. KOREA	40-0732444
HYDROXATONE	Bellezza Products, LLC.	TAWAIN	1305288
HYDROXATONE	Bellezza Products, LLC.	VIETNAM	110280
HYDROXATONE	Hydroxatone, LLC.	RUSSIA	463805
HYDROXATONE	Hydroxatone, LLC.	AUSTRALIA	1601951
KERANIQUE	International Hair Institute, LLC.	AUSTRALIA	1601954
MIRACLE SKIN TRANSFORMER	Sarah McNamara Beauty, LLC.	AUSTRALIA	1601948

TRADEMARK APPLICATIONS

Mark	Owner	Country	Registration No.
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CHRISTIE BRINKLEY AUTHENTIC SKINCARE (License only)	Christie Brinkley, Inc.	United States	Pending
HYDROXATONE	Hydroxatone, LLC.	THAILAND	814606 (Cl. 3) 814607 (Cl. 5) (pending)
HYDROXATONE	Hydroxatone, LLC.	EU	010025146 (pending)