TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM337961

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Material Connexion, Inc.		04/10/2015	CORPORATION: NEW YORK
Sandow Media, LLC		04/10/2015	LIMITED LIABILITY COMPANY: DELAWARE
Interior Design Media Group, LLC		04/10/2015	LIMITED LIABILITY COMPANY: DELAWARE
Worth Media Group, LLC		04/10/2015	LIMITED LIABILITY COMPANY: DELAWARE
BeautyDNA LLC		04/10/2015	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Atalaya Administrative LLC
Street Address:	80 State Street
City:	Albany
State/Country:	NEW YORK
Postal Code:	12207
Entity Type:	LIMITED LIABILITY COMPANY: NEW YORK

PROPERTY NUMBERS Total: 64

Property Type	Number	Word Mark
Registration Number:	4230833	ACTIVE MATTER
Registration Number:	3132844	BEAUTY PASS
Registration Number:	4672880	BEAUTYDNA
Serial Number:	86455394	BEAUTYDNA
Serial Number:	85927774	BRAND X BEAUTY
Registration Number:	4334839	BRANDS POWERED BY INNOVATION
Registration Number:	4193271	CULTURE & COMMERCE
Serial Number:	85346666	CURATOR/ NAVIGATING GLOBAL LUXURY
Registration Number:	3298626	DAILYBEAUTY
Serial Number:	85484839	DESIGN'S NIGHT OUT
Registration Number:	3871654	EXPERT INJECTOR
Registration Number:	3435655	FRAGRANCEFINDER
Registration Number:	3158273	FREEFILLS

CH $1615.00 4230833

Property Type	Number	Word Mark
Registration Number:	1911286	INTERIOR DESIGN
Registration Number:	3638113	INTERIOR DESIGN
Registration Number:	4246945	INTERIOR DESIGN BEST OF YEAR
Registration Number:	4438327	INTERIOR DESIGN HALLOFFAME
Registration Number:	3621343	LUXE
Registration Number:	3562394	LUXE BLACKBOX
Registration Number:	3425859	LUXE SOURCE
Registration Number:	3822886	LUXE. INTERIORS + DESIGN
Registration Number:	4164770	LUXE. INTERIORS + DESIGN
Registration Number:	3533152	LUXE THE ARIZONA HOME REDEFINED
Registration Number:	3527503	LUXE THE ORANGE COUNTY HOME REDEFINED
Registration Number:	3519152	LUXE THE SOUTH FLORIDA HOME REDEFINED
Registration Number:	3527504	LUXE THE SOUTHERN CALIFORNIA HOME REDEFI
Registration Number:	4401054	LUXEBOX
Registration Number:	2608566	M-C
Serial Number:	86094516	MCX
Registration Number:	4451955	MATCH BY NEWBEAUTY
Registration Number:	2859930	MATERIA TABULA
Registration Number:	4634395	MATERIAL ACADEMY
Registration Number:	2442476	MATERIAL CONNEXION
Registration Number:	3412950	MATERIAL CONNEXION
Registration Number:	4272994	MATERIAL CONNEXION
Serial Number:	85591352	MATERIALBANK
Serial Number:	85591371	MATERIALBANK
Registration Number:	3722748	MATERIALS MATTER
Registration Number:	2754805	MATTER
Registration Number:	3448632	MATTER
Serial Number:	86168796	MEDIAJET
Registration Number:	4167527	NEWBEAUTY
Registration Number:	2981523	NEWBEAUTY
Registration Number:	3406831	NEWBEAUTY
Registration Number:	4182150	NEWBEAUTY
Registration Number:	4166771	NEWBEAUTY BEAUTY CHOICE AWARD PRODUCT WI
Registration Number:	4495805	NEWBEAUTY LIVE
Registration Number:	4522860	NEWBEAUTY SPA+
Registration Number:	4226023	SAMPLEBAR
Registration Number:	4196846	SANDOW
Registration Number:	4349430	SANDOW

Property Type	Number	Word Mark
Serial Number:	85838167	SANDOW NEXT
Serial Number:	85574065	SANDOW SK
Registration Number:	3065171	SPA CHOCOLATE
Registration Number:	3792418	SPALOOK
Registration Number:	3808541	STUDIO BEAUTYMIX
Registration Number:	3199799	TESTTUBE
Registration Number:	4411721	THE BEAUTY AUTHORITY
Registration Number:	3905064	THE EVOLUTION OF FINANCIAL INTELLIGENCE
Registration Number:	3056278	WEALTH IN PERSPECTIVE
Registration Number:	1780221	WORTH
Registration Number:	4190609	WORTH
Registration Number:	4382465	WORTH LEADING ADVISORS
Registration Number:	4382464	WORTH LEADING WEALTH ADVISORS

CORRESPONDENCE DATA

Fax Number: 2039757180

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: 203-353-6834

Email: christina.london@lockelord.com

Correspondent Name: Locke Lord LLP

Address Line 1: P.O. Box 130; F.D.R. Station

Address Line 2: Paralegal Christina London

Address Line 4: New York, NEW YORK 10150

ATTORNEY DOCKET NUMBER:	303780.0008 CML
NAME OF SUBMITTER:	Christina London
SIGNATURE:	/christina london/
DATE SIGNED:	04/13/2015

Total Attachments: 11

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 10, 2015, is made by each of the entities listed on the signature pages hereof (each a "***Grantor***" and, collectively, the "***Grantors***"), in favor of Atalaya Administrative LLC ("***Atalaya***"), as collateral agent (in such capacity, together with its successors and assigns in such capacity, the "***Collateral Agent***") for the Lenders and the other Secured Parties.

W I T N E S S E T H:

WHEREAS, Sandow Media, LLC, a Delaware corporation ("***Borrower***"), Sandow Media Holdings, Inc., a Delaware corporation, any Subsidiaries of Parent that are Guarantors or become Guarantors pursuant to Section 8.10 of the Credit Agreement (including Parent, the "***Guarantors***", and, together with Borrower, the "***Credit Parties***"), the Lenders from time to time party thereto, Atalaya Administrative LLC, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "***Administrative Agent***") and the Collateral Agent, have entered into a Credit Agreement, dated as of April 10, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "***Credit Agreement***");

WHEREAS, all of the Grantors are party to a Security Agreement of even date herewith in favor of the Collateral Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "***Security Agreement***"), pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Collateral Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages and pledges to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "***Trademark Collateral***"):

(a) all of its Trademarks and all Trademark Licenses providing for the grant by or to such Grantor of any right under any Trademark, including those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof. Notwithstanding the foregoing, there shall be no security interest or Lien on any

Trademark application that is filed on an "intent-to-use" basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

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 Collateral Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent 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 conflicts with any provision of the Security Agreement, the Security Agreement shall govern.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. **THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS (OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW).** In addition, the provisions of Section 8.6, 8.7, 8.8 and 8.12 of the Security Agreement are incorporated herein by reference, *mutatis mutandis*.

[SIGNATURE PAGES 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.

Grantors:

MATERIAL CONNEXION, INC.

By: _____
Name: Adam I. Sandow
Title: Chief Executive Officer

SANDOW MEDIA, LLC

By: _____
Name: Adam I. Sandow
Title: Chief Executive Officer

INTERIOR DESIGN MEDIA GROUP, LLC

By: _____
Name: Adam I. Sandow
Title: Chief Executive Officer

WORTH MEDIA GROUP, LLC

By: _____
Name: Adam I. Sandow
Title: Chief Executive Officer

BEAUTYDNA, LLC

By: _____
Name: Adam I. Sandow
Title: Chief Executive Officer

(Signature Page to Atalaya Trademark Security Agreement)

SCHEDULE I

TO

TRADEMARK SECURITY AGREEMENT

U.S. TRADEMARKS			
OWNER	**REG. OR APPLN NUMBER.**	**REGISTRATION OR FILING DATE**	**TRADEMARK**
Material Connexion, Inc.	Registration 4230833	10/23/2012	ACTIVE MATTER
Sandow Media, LLC	Registration 3132844	8/22/2006	BEAUTY PASS - word
BeautyDNA, LLC	Registration 4672880	1/3/2015	BEAUTYDNA
BeautyDNA, LLC	Application 86/455,394	11/15/2014	BEAUTYDNA
Sandow Media, LLC	Application 85/927,774	5/9/2013	BRAND X BEAUTY
Sandow Media, LLC	Registration 4334839	5/14/2013	BRANDS POWERED BY INNOVATION
Material Connexion, Inc.	Registration 4193271	8/21/2012	CULTURE & COMMERCE

U.S. TRADEMARKS			
OWNER	**REG. OR APPLN NUMBER.**	**REGISTRATION OR FILING DATE**	**TRADEMARK**
Sandow Media, LLC	Application 85/346666	6/15/2011	CURATOR/NAVIGATING GLOBAL LUXURY
Sandow Media, LLC	Registration 3298626	9/25/2007	DAILYBEAUTY – word
Interior Design Media Group, LLC	Application 85/484,839	12/1/2011	DESIGN'S NIGHT OUT
Sandow Media, LLC	Registration 3871654	11/2/2010	EXPERT INJECTOR – word
Sandow Media, LLC	Registration 3435655	5/27/2008	FRAGRANCEFINDER – word
Sandow Media, LLC	Registration 3158273	10/17/2006	FREEFILLS – word
Interior Design Media Group, LLC	Registration 1911286	8/15/1995	INTERIOR DESIGN – word
Interior Design Media Group, LLC	Registration 3638113	6/16/2009	INTERIOR DESIGN – word

U.S. TRADEMARKS			
OWNER	**REG. OR APPLN NUMBER.**	**REGISTRATION OR FILING DATE**	**TRADEMARK**
Interior Design Media Group, LLC	Registration 4246945	11/20/2012	INTERIOR DESIGN BEST OF YEAR
Interior Design Media Group, LLC	Registration 4438327	11/26/2013	INTERIOR DESIGN HALLOFFAME
Sandow Media, LLC	Registration 3621343	5/19/2009	LUXE – word
Sandow Media, LLC	Registration 3562394	1/13/2009	LUXE BLACKBOX – word
Sandow Media, LLC	Registration 3425859	5/13/2008	LUXE SOURCE – word
Sandow Media, LLC	Registration 3822886	7/20/2010	LUXE. INTERIORS + DESIGN - word
Sandow Media, LLC	Registration 4164770	6/26/2012	LUXE. INTERIORS + DESIGN (downloadable)
Sandow Media, LLC	Registration 3533152	11/18/2008	LUXE THE ARIZONA HOME REDEFINED
Sandow Media, LLC	Registered 3537503	11/4/2008	LUXE THE ORANGE COUNTY HOME REDEFINED

U.S. TRADEMARKS			
OWNER	**REG. OR APPLN NUMBER.**	**REGISTRATION OR FILING DATE**	**TRADEMARK**
Sandow Media, LLC	Registered 3519152	10/21/2008	LUXE THE SOUTH FLORIDA HOME REDEFINED
Sandow Media, LLC	Registered 3527504	11/4/2008	LUXE THE SOUTHERN CALIFORNIA HOME REDEFINED
Sandow Media, LLC	Registration 4401054	9/10/2013	LUXEBOX
Material Connexion, Inc.	Registration 2608566	8/20/2002	MC
Material Connexion, Inc.	Application 86/094,516	10/17/2013	MCX
Sandow Media, LLC	Registration 4451955	12/17/2013	MATCH BY NEWBEAUTY
Material Connexion, Inc.	Registration 2859930	7/6/2004	MATERIA TABULA
Material Connexion, Inc.	Registration 4634395	11/4/2014	MATERIAL ACADEMY
Material Connexion, Inc.	Registration 2442476	4/10/2001	MATERIAL CONNEXION

U.S. TRADEMARKS			
OWNER	**REG. OR APPLN NUMBER.**	**REGISTRATION OR FILING DATE**	**TRADEMARK**
Material Connexion, Inc.	Registration 3412950	4/15/2008	MATERIAL CONNEXION
Material Connexion, Inc.	Registration 4272994	1/8/2013	MATERIAL CONNEXION
Sandow Media, LLC	Application 85/591,352	4/6/2012	MATERIALBANK
Sandow Media, LLC	Application 85/591,371	4/6/2012	MATERIALBANK
Material Connexion, Inc.	Registration 3722748	12/8/2009	MATERIALS MATTER
Material Connexion, Inc.	Registration 2754805	8/26/2003	MATTER
Material Connexion, Inc.	Registration 3448632	6/17/2008	MATTER
Sandow Media, LLC	Application 86/168,796	1/17/2014	MEDIAJET

U.S. TRADEMARKS			
OWNER	**REG. OR APPLN NUMBER.**	**REGISTRATION OR FILING DATE**	**TRADEMARK**
Sandow Media, LLC	Registration 4167527	7/3/2012	NEWBEAUTY (downloadable)
Sandow Media, LLC	Registration 2981523	8/2/2005	NEWBEAUTY – word
Sandow Media, LLC	Registration 3406831	4/1/2008	NEWBEAUTY – word
Sandow Media, LLC	Registration 4182150	7/31/2012	NEWBEAUTY (test tube)
Sandow Media, LLC	Registration 4166771	7/3/2012	NEWBEAUTY BEAUTY CHOICE AWARD PRODUCT WINNER (stylized and/or design)
Sandow Media, LLC	Registration 4495805	3/11/2014	NEWBEAUTY LIVE
Sandow Media, LLC	Registration 4522860	4/29/2014	NEWBEAUTY SPA+
Sandow Media, LLC	Registration 4226023	10/16/2012	SAMPLEBAR – word

U.S. TRADEMARKS			
OWNER	**REG. OR APPLN NUMBER.**	**REGISTRATION OR FILING DATE**	**TRADEMARK**
Sandow Media, LLC	Registration 4196846	8/28/2012	SANDOW
Sandow Media, LLC	Registration 4349430	6/11/2013	SANDOW (stylized) SANDOW
Sandow Media, LLC	Application 85/838167	2/1/2013	SANDOW NEXT
Sandow Media, LLC	Application 85/574,065	3/20/2012	SANDOW SK
Sandow Media, LLC	Registration 3065171	3/7/2006	SPA CHOCOLATE – word
Sandow Media, LLC	Registration 3792418	5/25/2010	SPALOOK – word
Sandow Media, LLC	Registration 3808541	6/22/2010	STUDIO BEAUTYMIX
Sandow Media, LLC	Registration 3199799	1/16/2007	TESTTUBE – word
Sandow Media, LLC	Registration	10/1/2013	THE BEAUTY AUTHORITY

U.S. TRADEMARKS			
OWNER	**REG. OR APPLN NUMBER.**	**REGISTRATION OR FILING DATE**	**TRADEMARK**
	4411721		
Worth Media Group, LLC	Registration 3905064	1/11/2011	THE EVOLUTION OF FINANCIAL INTELLIGENCE - word
Worth Media Group, LLC	Registration 3056278	1/31/2006	WEALTH IN PERSPECTIVE – word
Worth Media Group, LLC	Registration 1780221	7/6/1993	WORTH – word
Worth Media Group, LLC	Registration 4190609	8/14/2012	WORTH (downloadable)
Worth Media Group, LLC	Registration 4382465	8/13/2013	WORTH LEADING ADVISORS
Worth Media Group, LLC	Registration 4382464	8/13/2013	WORTH LEADING WEALTH ADVISORS