

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM353560

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Interkontinental Investments Manufacturing, LLC		08/31/2015	LIMITED LIABILITY COMPANY: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NXT Capital,LLC, as Administrative Agent and Collateral Agent		
<b>Street Address:</b>	191 North Wacker Drive, 30th Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: UNITED STATES		
<b>PROPERTY NUMBERS Total: 25</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3860634	AGE LATER	
Registration Number:	3863582	IMAGE MD	
Registration Number:	3863537	CPN SYSTEMS CORRECTION PREVENTION NUTRIT	
Registration Number:	3863551	GRO-MEDIC	
Registration Number:	3863575	IMAGEHAIR RX	
Registration Number:	3863770		
Registration Number:	3863478	IMAGE SKINCARE	
Registration Number:	3956626	WRINKLE LIFT	
Registration Number:	3956631	KOMPLEXION-S	
Registration Number:	3956636	TCA ORANGE PEEL	
Registration Number:	3992247	ORGANIC PASSION PEPTIDE PEEL	
Registration Number:	4224508	I AGELESS	
Registration Number:	4240560	CELL.U.LIFT	
Registration Number:	3618478	ORMEDIC	
Registration Number:	4350950	I CONCEAL	
Registration Number:	4404915	LIGHTENING LIFT	
Registration Number:	4412397	ACNE LIFT	
Registration Number:	3691136	I	
Registration Number:	4418192	PREVENTION +	
<b>TRADEMARK</b>			

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Property Type	Number	Word Mark
Registration Number:	4428368	O2 LIFT
Registration Number:	4538685	THE SIGNATURE FACELIFT
Registration Number:	4624324	VECTORIZE TECHNOLOGY
Registration Number:	4722410	
Registration Number:	4748797	ILUMA
Serial Number:	85910533	IMAGE BABY

**CORRESPONDENCE DATA**

Fax Number: 2129408776

*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: 2129406522

Email: christine.guthrie@kattenlaw.com

Correspondent Name: CHRISTINE GUTHRIE

Address Line 1: 575 MADISON AVENUE

Address Line 4: NEW YORK, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	342663.00112
NAME OF SUBMITTER:	Christine Guthrie
SIGNATURE:	/christineguthrie/
DATE SIGNED:	09/01/2015

**Total Attachments: 10**

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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of August 31, 2015 (as amended, restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by the entities identified as grantors on the signature pages hereto (individually, a “**Grantor**,” and, collectively, the “**Grantors**”) in favor of NXT Capital, LLC, as Administrative Agent and Collateral Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the “**Administrative Agent**”).

**WHEREAS**, the Grantors are party to a Security Agreement, dated as of August 31, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) between each of the Grantors and the other grantors party thereto and the Administrative Agent pursuant to which the Grantors granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Administrative Agent 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

As security for the payment or performance in full of the Secured Obligations, including the Guaranteed Obligations, each Grantor hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or hereafter owned by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”); *provided*, that the Trademark Collateral shall not include any Excluded Assets:

- (i) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names other source or business identifiers, all registrations thereof, and all registration applications filed in connection therewith, including registration applications filed in the United States Patent and Trademark Office (“**USPTO**”), including the registrations and registrations applications listed in Schedule A hereto, or any similar offices in any State of the United States or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by a Grantor; and (b) all goodwill connected with the use thereof and symbolized thereby,

(ii) all additions and improvements to the foregoing, renewals and extensions thereof, rights to sue or otherwise recover for infringements or other violations thereof,

(iii) all rights corresponding to the foregoing throughout the world, and

(iv) to the extent not otherwise included, all Proceeds, products, accessions, rents and profits of any and all of the foregoing, in whatever form.

**SECTION 2.1 Certain Limited Exclusions.** Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing, and acceptance by the USPTO, of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

### **SECTION 3. SECURITY AGREEMENT**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative 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 Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

### **SECTION 4. RECORDATION**

Each Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

### **SECTION 5. TERMINATION**

This Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than any outstanding indemnification obligations). Upon the termination of this Agreement, the Administrative Agent shall execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

## **SECTION 6. GOVERNING LAW**

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW PRINCIPLES THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.


## **SECTION 7. COUNTERPARTS**

This Agreement may be executed in one or more counterparts and by different parties hereto in separate 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]

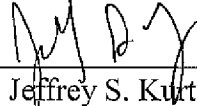
IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**INTERKONTINENTAL INVESTMENTS  
MANUFACTURING, LLC**

By:   
Name: Donnalee Corredera  
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

**NXT CAPITAL, LLC,**  
as Administrative Agent

By:   
Name: Jeffrey S. Kutzweil  
Title: Director




SCHEDULE A  
to  
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Client No.:	Country:	Trademark:	Status:	Owner Name:	Serial No.:	Filing Date:	Reg No.:	Reg Date:	Action Due:	Due Date:
3710U.000026	United States	IMAGE BABY	Pending Application	Interkontinental Investments Manufacturing, LLC	85910533	04/22/2013			NOA-SQU/4th EXT Due	10/15/2015
3710U.000013	United States	AGE LATER	Registered	Interkontinental Investments Manufacturing, LLC	77954032	03/09/2010	3860634	10/12/2010	8&15 (6th yr) Due	10/12/2016
3710U.000010	United States	IMAGE MD	Registered	Interkontinental Investments Manufacturing, LLC	77953912	03/09/2010	3863582	10/19/2010	8&15 (6th yr) Due	10/19/2016
3710U.000004	United States	CPN SYSTEMS CORRECTION PREVENTION NUTRITION	Registered	Interkontinental Investments Manufacturing, LLC	77953280	03/08/2010	3863537	10/19/2010	8&15 (6th yr) Due	10/19/2016
3710U.000008	United	GRO-MEDIC	Registered	Interkontinental Investments Manufacturing,	7795348	03/08/2010	386355	10/19/2010	8&15 (6th yr)	10/19/2016

Client No.:	Country :	Trademark:	Status:	Owner Name:	Serial No.:	Filing Date:	Reg No.:	Reg Date:	Action Due:	Due Date:
	States			LLC	5	0	1	0	Due	6
3710U.000009	United States	IMAGEHAIR RX	Registered	Interkontinenta Investments Manufacturing, LLC	7795385	03/09/201	3863575	10/19/201	8&15 (6th yr) Due	10/19/2016
3710U.000014	United States	(oval crest design logo)	Registered	Interkontinenta Investments Manufacturing, LLC	7795635	03/10/201	3863770	10/19/201	8&15 (6th yr) Due	10/19/2016
3710U.000001	United States	IMAGE SKINCARE	Registered	Interkontinenta Investments Manufacturing, LLC	7795213	03/05/201	3863478	10/19/201	8&15 (6th yr) Due	10/19/2016
3710U.000005	United States	WRINKLE LIFT	Registered	Interkontinenta Investments Manufacturing, LLC	7795341	03/08/201	3956626	05/19/201	8&15 (6th yr) Due	05/19/2016
3710U.000011	United States	KOMPLEXION-S	Registered	Interkontinenta Investments Manufacturing, LLC	7795394	03/09/201	3956631	05/19/201	8&15 (6th yr) Due	05/19/2016
3710U.000015	United States	TCA ORANGE PEEL	Registered	Interkontinenta Investments Manufacturing, LLC	7795424	03/09/201	3956636	05/19/201	8&15 (6th yr) Due	05/19/2016

Client No.:	Country :	Trademark:	Status:	Owner Name:	Serial No.:	Filing Date:	Reg No.:	Reg Date:	Action Due:	Due Date:
3710U.000007	United States	ORGANIC PASSION PEPTIDE PEEEL	Registered	Interkontinenta Investments LLC	8504827 <sub>2</sub>	05/26/2010	399224 <sub>7</sub>	07/12/2011	8&15 (6th yr) Due	07/12/2011
3710U.000018	United States	I AGELESS	Registered	Interkontinenta Investments LLC	8546673 <sub>1</sub>	11/08/2011	422450 <sub>8</sub>	10/16/2012	8&15 (6th yr) Due	10/16/2012
3710U.000016	United States	CELL.U.LIFT	Registered	Interkontinenta Investments LLC	8543776 <sub>4</sub>	10/03/2011	424056 <sub>0</sub>	11/13/2012	8&15 (6th yr) Due	11/13/2012
3710U.000020	United States	ORMEDIC	Registered	Interkontinenta Investments LLC	7745966 <sub>6</sub>	04/28/2000	361847 <sub>8</sub>	05/12/2000	Renewal Due	05/12/2010
3710U.000017	United States	I CONCEAL	Registered	Interkontinenta Investments LLC	8546671 <sub>1</sub>	11/08/2011	435095 <sub>0</sub>	06/11/2013	8&15 (6th yr) Due	06/11/2013
3710U.000022	United States	LIGHTENING LIFT	Registered	Interkontinenta Investments LLC	8572022 <sub>7</sub>	09/04/2012	440491 <sub>5</sub>	09/17/2013	8&15 (6th yr) Due	09/17/2013
3710U.000021	United	ACNE LIFT	Registered	Interkontinenta Investments LLC	8572026	09/04/2011	441239	10/01/2011	8&15 (6th yr)	10/01/2011

Client No.:	Country:	Trademark:	Status:	Owner Name:	Serial No.:	Filing Date:	Reg No.:	Reg Date:	Action Due:	Due Date:
	States			LLC	0	2	7	3	Due	9
3710U.000019	United States		Registered	Interkontinenta Investments Manufacturing, LLC	77459672	04/28/200	3691136	10/06/200	Renewal Due	10/6/2019
3710U.000025	United States	PREVENTION +	Registered	Interkontinenta Investments Manufacturing, LLC	8586864	03/06/2013	4418192	10/15/2013	8&15 (6th yr) Due	10/15/2019
3710U.000024	United States		Registered	Interkontinenta Investments Manufacturing, LLC	85868721	03/06/2013	4428368	11/05/2013	8&15 (6th yr) Due	11/05/2019
3710U.000003	United States	THE SIGNATURE FACELIFT	Registered	Interkontinenta Investments Manufacturing, LLC	85720549	09/05/2012	4538685	05/27/2014	8&15 (6th yr) Due	05/27/2020
3710U.000028	United States	VECTORIZE TECHNOLOGY	Registered	Interkontinenta Investments Manufacturing, LLC	86214639	03/07/2014	4624324	10/21/2014	8&15 (6th yr) Due	10/21/2020
3710U.000029	United States		Registered	Interkontinenta Investments Manufacturing, LLC	86214825	03/07/2014	4722410	4/21/2015	8&15 (6th yr) Due	4/21/2021

Client No.:	Country :	Trademark:	Status:	Owner Name:	Serial No.:	Filing Date:	Reg No.:	Reg Date:	Action Due:	Due Date:
3710U.000027	United States	ILUMA	Registered	Interkontinenta Investments Manufacturing, LLC	8609931 <sub>3</sub>	10/23/201 <sub>3</sub>	474879 <sub>7</sub>	6/2/2015	8&15 (6th yr) Due	6/2/2021