

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM362127

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Atlantic Coast Media Group, LLC		02/12/2015	LIMITED LIABILITY COMPANY: VIRGINIA
ACMG Holdco, LLC		02/12/2015	LIMITED LIABILITY COMPANY: VIRGINIA
2B TIMELESS, LLC		02/12/2015	LIMITED LIABILITY COMPANY: VIRGINIA
BELLAPLEX LLC		02/12/2015	LIMITED LIABILITY COMPANY: VIRGINIA
BELLADERMA, LLC		02/12/2015	LIMITED LIABILITY COMPANY: VIRGINIA
BELLEZZA PRODUCTS L.L.C.		02/12/2015	LIMITED LIABILITY COMPANY: VIRGINIA
CHRISTIE BRINKLEY SKINCARE, LLC		02/12/2015	LIMITED LIABILITY COMPANY: VIRGINIA
EXCELL NOW, LLC		02/12/2015	LIMITED LIABILITY COMPANY: VIRGINIA
HYDROXATONE, LLC		02/12/2015	LIMITED LIABILITY COMPANY: VIRGINIA
HYDRO-SKIN, LLC		02/12/2015	LIMITED LIABILITY COMPANY: VIRGINIA
INSTANT EFFECT, LLC		02/12/2015	LIMITED LIABILITY COMPANY: VIRGINIA
INTERNATIONAL HAIR INSTITUTE, LLC		02/12/2015	LIMITED LIABILITY COMPANY: VIRGINIA
LONGEVITY, LLC		02/12/2015	LIMITED LIABILITY COMPANY: VIRGINIA
LUMINIQUE, LLC		02/12/2015	LIMITED LIABILITY COMPANY: VIRGINIA
MYDAILYDOSE, LLC		02/12/2015	LIMITED LIABILITY COMPANY: VIRGINIA
NUTRINITY, LLC		02/12/2015	LIMITED LIABILITY COMPANY: VIRGINIA
ONE2ONE LOGISTICS, LLC		02/12/2015	LIMITED LIABILITY COMPANY: VIRGINIA
OREXIS, LLC		02/12/2015	LIMITED LIABILITY COMPANY: VIRGINIA
SARAH MCNAMARA BEAUTY, LLC		02/12/2015	LIMITED LIABILITY COMPANY: VIRGINIA
TRADEMARK			

OP \$790.00 4139748

Name	Formerly	Execution Date	Entity Type
URBAN NUTRITION, LLC		02/12/2015	LIMITED LIABILITY COMPANY: VIRGINIA
YOUR BEAUTY ADVISOR, LLC		02/12/2015	LIMITED LIABILITY COMPANY: VIRGINIA

RECEIVING PARTY DATA

Name:	Crestline Direct Finance, L.P.
Street Address:	201 Main St.
City:	Fort Worth
State/Country:	TEXAS
Postal Code:	76102
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 31

Property Type	Number	Word Mark
Registration Number:	4139748	BRONZIA17 COMPLEX
Registration Number:	4376764	INSTANT EFFECT
Registration Number:	4198871	KERACALM
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
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

TRADEMARK

REEL: 005667 FRAME: 0324

Property Type	Number	Word Mark
Registration Number:	3926319	MIRACLE SKIN TRANSFORMER
Registration Number:	4290037	SARAH MCNAMARA BEAUTY NEW YORK
Registration Number:	3360277	ARCTICESSENTIALS
Registration Number:	3517875	CELTRIXA
Registration Number:	3419453	RESTAID
Registration Number:	3188792	URBAN NUTRITION
Registration Number:	3403496	VENACURA

CORRESPONDENCE DATA

Fax Number: 4048817777

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: 404-881-7000

Email: betsy.perkins@alston.com

Correspondent Name: Laura Kees

Address Line 1: 1201 W. Peachtree Street

Address Line 2: c/o Alston & Bird LLP

Address Line 4: Atlanta, GEORGIA 30309-3424

ATTORNEY DOCKET NUMBER:	061718/453905
NAME OF SUBMITTER:	Laura Kees
SIGNATURE:	/Laura Kees/
DATE SIGNED:	11/12/2015

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Trademark Security Agreement**”) is made as of this 12 day of February, 2015, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “**Grantors**” and each individually “**Grantor**”), and CRESTLINE DIRECT FINANCE, L.P., in its capacity as Collateral Agent for the Secured Parties (in such capacity, together with its successors, the “**Collateral Agent**”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, including all schedules thereto, the “**Credit Agreement**”) by and among ATLANTIC COAST MEDIA GROUP, LLC, a Virginia limited liability company (“**Borrower**”), ACMG HOLDCO, LLC a Virginia limited liability company (“**Parent**”) and CERTAIN SUBSIDIARIES OF BORROWER, as Guarantors, the Lenders party thereto from time to time (the “**Lenders**”), the Collateral Agent and CRESTLINE DIRECT FINANCE, L.P., as Administrative Agent and Lead Arranger, the Secured Parties have agreed to make certain financial accommodations available to Companies from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Secured Parties are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to the Collateral Agent, for the benefit of the Secured Parties, that certain Pledge and Security Agreement dated as of the date hereof, by and among the Grantors, the other Grantors party thereto and the Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to the Collateral Agent, for the benefit of the Secured Parties, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a continuing first priority (subject to Permitted Liens which are prior as a matter of law) 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 of its Trademarks, Trademark Licenses, Trade Secrets, and Trade Secret Licenses, including those referred to on Schedule I hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all reissues, continuations or extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each of the foregoing; and

(e) all products and Proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, Trademark License, Trade Secret or Trade Secret License or (ii) injury to the goodwill associated with any Trademark, Trademark License, Trade Secret or Trade Secret License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Lien created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to the Collateral Agent, the other Secured Parties or any of them, whether or not they are unenforceable or not allowable due to the filing of a petition in bankruptcy with respect to any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms 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.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademarks, Trademark Licenses, Trade Secrets or Trade Secret Licenses, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors hereby authorize the Collateral Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Collateral Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile or other electronic method of transmission shall be deemed an original signature hereto.

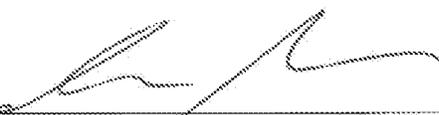
7. CONSTRUCTION. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof", "herein", "hereby", "hereunder" and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, Schedule, and Exhibit references herein are to this Trademark Security Agreement unless otherwise specified.

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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:

**ATLANTIC COAST MEDIA GROUP, LLC
ACMG HOLDCO, LLC
2B TIMELESS, LLC
BELLAPLEX LLC
BELLADERMA, LLC
BELLEZZA PRODUCTS L.L.C.
CHRISTIE BRINKLEY SKINCARE, LLC
EXCELL NOW, LLC
HYDROXATONE, LLC
HYDRO-SKIN, LLC
INSTANT EFFECT, LLC
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 Surwilo
Title: Manager

SCHEDULE I
TO TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Serial/ Registration No.	Application/ Registration Date
Atlantic Coast Media Group, LLC.	United States	BRONZIA17 COMPLEX	4139748	May 8, 2012
Atlantic Coast Media Group, LLC.	United States	INSTANT EFFECT	4376764	July 30, 2013
Atlantic Coast Media Group, LLC.	United States	KERACALM	4198871	August 28, 2012
Atlantic Coast Media Group, LLC.	United States	KERANIQUE	4129060	April 17, 2012
Atlantic Coast Media Group, LLC.	United States	LASHATONE	3862008	October 12, 2010
Atlantic Coast Media Group, LLC.	United States	LUMINEYE	4106451	February 28, 2012
Atlantic Coast Media Group, LLC.	United States	NEUROSTIN	3667617	August 11, 2009
Atlantic Coast Media Group, LLC.	United States	SUNSOAK	4050668	November 1, 2011
Atlantic Coast Media Group, LLC.	United States	THINNING HAIR SOLUTION FOR WOMEN	3968131	May 24, 2011
Atlantic Coast Media Group, LLC.	United States	VINOTROL	3602370	April 7, 2009
Atlantic Coast Media Group, LLC.	United States	YOUR BEAUTY ADVISOR	3888328	December 7, 2010
Atlantic Coast Media Group, LLC.	United States	EYE JUVENATION	85080730	July 8, 2010
Bellezza Products L.L.C.	United States	HYDROLYZE	3678751	September 8, 2009
Bellezza Products L.L.C.	United States	HYDROXATONE	3312417	October 16, 2007
Bellezza Products L.L.C.	United States	LUMINIQUE	3829055	August 3, 2010
Bellezza Products L.L.C.	United States	LUMINIQUE (brand)	4112808	March 13, 2012
Hydroxatone, LLC.	United States	DECLATONE	3815545	July 6, 2010
Hydroxatone, LLC.	United States	INSTANT FACE LIFT	4383631	August 13, 2013
Hydroxatone, LLC.	United States	CLEAR FUSION	85960213	June 14, 2013
Hydroxatone, LLC.	United States	LIFTALYZE	4172664	July 10, 2012
Longevity, LLC.	United States	BELLAPLEX	3152201	October 3, 2006
Longevity, LLC.	United States	FINDLONGEVITYNO W	2992074	September 6, 2005
Luminique, LLC.	United States	TRISOME PLUS COMPLEX	4127951	April 17, 2012
My Daily Dose, LLC.	United States	MYDAILYDOSE	4034146	October 4, 2011
Orexis, LLC.	United States	OREXIS	3232347	April 24, 2007
Sarah McNamara	United States	LIP REWIND	4411873	October 1, 2013

Grantor	Country	Mark	Serial/ Registration No.	Application/ Registration Date
Beauty, LLC.				
Sarah McNamara Beauty, LLC.	United States	MIRACLE SKIN TRANSFORMER	3926319	March 1, 2011
Sarah McNamara Beauty, LLC.	United States	SARAH MCNAMARA BEAUTY NEW YORK	4290037	February 12, 2013
Urban Nutrition, LLC.	United States	ARCTICESSENTIALS	3360277	December 25, 2007
Urban Nutrition, LLC.	United States	CELTRIXA	3517875	October 14, 2008
Urban Nutrition, LLC.	United States	RESTAID	3419453	April 29, 2008
Urban Nutrition, LLC.	United States	URBAN NUTRITION	3188792	December 26, 2006
Urban Nutrition, LLC.	United States	VENACURA	3403496	March 25, 2008

Trade Names

- a. 2B TIMELESS
- b. ARCTICESSENTIALS
- c. ATLANTIC COAST MEDIA GROUP
- d. BELLADERMA
- e. BELLAPLEX
- f. BELLEZZA PRODUCTS
- g. BRONZIA17 COMPLEX
- h. CELTRIXA
- i. CHRISTIE BRINKLEY SKINCARE
- j. DECLATONE
- k. EXCELL NOW
- l. FINDLONGEVITYNOW
- m. HYDROLYZE
- n. HYDROXATONE
- o. INSTANT EFFECT
- p. INSTANT FACE LIFT
- q. INTERNATIONAL HAIR INSTITUTE
- r. KERACALM
- s. KERANIQUE
- t. LASHATONE
- u. LIFTALYZE
- v. LIP REWIND
- w. LONGEVITY
- x. LUMINEYE
- y. LUMINIQUE
- z. MIRACLE SKIN TRANSFORMER
- aa. MYDAILYDOSE
- bb. NEUROSTIN
- cc. NUTRINITY
- dd. ONEZONE LOGISTICS
- ee. OREXIS
- ff. RESTAID
- gg. SARAH MCNAMARA BEAUTY

- hh. SARAH MCNAMARA BEAUTY NEW YORK
- ii. SUNSOAK
- jj. THINNING HAIR SOLUTION FOR WOMEN
- kk. TRISOME PLUS COMPLEX
- ll. URBAN NUTRITION
- mm. VENACURA
- nn. VINOTROL
- oo. YOUR BEAUTY ADVISOR
- pp. INTERNATIONAL BEAUTY BRANDS
- qq. HYDROXATONE INTERNATIONAL