TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Boom LLC		05/11/2007	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Prudential Insurance Company of America, as collateral agent
Street Address:	Two Prudential Plaza
Internal Address:	Suite 5600
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60601
Entity Type:	COMPANY: NEW JERSEY

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2791533	BOOM!
Registration Number:	2911622	SIMPLY PRETTY
Serial Number:	78903964	WHOLE EARTH BEAUTY & BATH
Serial Number:	78968357	TOTAL NAIL RX
Serial Number:	77042580	TOTAL LIP RX
Serial Number:	77042596	TOTAL LASH RX
Serial Number:	77042558	TOTAL BROW RX
Serial Number:	78581935	RADAR

CH $215.00 2791533

CORRESPONDENCE DATA

Fax Number: (312)258-5600
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Email: mashton@schiffhardin.com
Correspondent Name: Mark E. Ashton / Schiff Hardin LLP

Address Line 1:	6600 Sears Tower
Address Line 4:	Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	04926-0773
NAME OF SUBMITTER:	Mark E. Ashton
Signature:	/Mark E. Ashton/
Date:	05/25/2007

Total Attachments: 7
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Execution Version

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 11, 2007, by BOOM LLC, a Delaware limited liability company ("**Grantor**"), in favor of THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, in its capacity as Collateral Agent (together with its successors in such capacity, the "**Collateral Agent**") for the Holders.

WITNESSETH:

WHEREAS, the Company has issued the Notes pursuant to the Note Agreement;

WHEREAS, the Purchasers are willing to purchase the Notes and to enter into the financing arrangements proposed by the Note Agreement, but only upon the condition, among others, that Grantor and the Guarantors shall have executed and delivered to the Collateral Agent, for itself and the ratable benefit of the Holders, that certain Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "**Security Agreement**"); and

WHEREAS, pursuant to the terms of the Security Agreement, Grantor has granted to the Collateral Agent, for itself and the ratable benefit of the Holders, a security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof and goodwill associated therewith, to secure the payment of the Secured Obligations.

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, 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.

"Mark License" means rights under any written agreement now owned or hereafter acquired by Grantor granting any right to use any Mark.

2. **GRANT OF SECURITY INTEREST IN MARK COLLATERAL.** Grantor hereby grants to Collateral Agent, on behalf of itself and each Holder, a continuing first priority 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 "**Mark Collateral**"):

(a) all of its Marks and Mark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill of the business connected with the use of, and symbolized by, each Mark and each Mark License; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Mark or Mark licensed under any Mark License or (ii) injury to the goodwill associated with any Mark or any Mark licensed under any Mark License.

3. **SECURITY AGREEMENT.** The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Collateral Agent, on behalf of itself and the Holders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Mark 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.

[Signature page follows]

TRADEMARK
REEL: 003550 FRAME: 0426

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.

BOOM LLC

By: _____
Name: Arthur DeGaetano
Title: President and Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, as Collateral Agent

By:_____
Vice President

[Signature Page to Trademark Security Agreement]

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.

BOOM LLC

By:_____
Name:_____
Title:_____

ACCEPTED AND ACKNOWLEDGED BY:

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, as Collateral Agent

By:_____
Vice President

[Signature Page to Trademark Security Agreement]

STATE OF New York)
) SS.
COUNTY OF New York)

I, the undersigned, a Notary Public in and for said State and County, do hereby certify that Arthur DeGaetano, personally known to me to be the President and Chief Executive Officer of Boom LLC (the **"Company"**), and personally known to me to be the same person whose name is subscribed to the foregoing Trademark Security Agreement, appeared before me this day and acknowledged that he/she signed and delivered said assignment as an officer of the Company and caused the seal of the Company to be affixed thereto, pursuant to authority given by the board of directors of the Company, as his/her free and voluntary act and as the free and voluntary act and deed of the Company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal as of the 10th day of May, 2007.

(NOTARIAL SEAL)

Notary Public

My Commission Expires: 9/19/2010

GLENN M. MARKS
Notary Public, State of New York
No. 31-[illegible]762
Qualified in New York County
Commission Expires ~~August 17, 19__~~
Sept 19, 2010

[Notary-Trademark Security Agreement]

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said State and County do hereby certify that Julia B. Buthman, personally known to me to be the Vice President of The Prudential Insurance Company of America (the **"Company"**), personally known to me to be the same person whose name is subscribed to the foregoing Trademark Security Agreement, appeared before me this day and acknowledged that he signed and delivered said agreement as an officer of said Company and caused the seal of said Company to be affixed thereto, pursuant to authority given by the board of directors of said Company, as his free and voluntary act and as the free and voluntary act and deed of said Company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal as of the 11th day of May, 2007.

(NOTARIAL SEAL)

"OFFICIAL SEAL"
Donald M. Salazar
Notary Public, State of Illinois
My Commission Expires January 25, 2009

Donald M. Salazar
Notary Public

My Commission Expires: January 25, 2009

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

TRADEMARKS

Trademark	Registration Number	Registration Date
Boom! (Class 42)	2,791,533	12/09/03
Simply Pretty (Class 3)	2,911,622	12/14/04

TRADEMARK APPLICATIONS

Trademark Application	Status	Date Filed	App. No.
Whole Earth Beauty & Bath	Published	6/8/06	78/903,964
Total Nail Rx	Allowed	9/6/06	78/968,357
Total Lip Rx	Awaiting Publication	11/13/06	77/042,580
Total Lash Rx	Awaiting Publication	11/13/06	77/042,596
Total Brow Rx	Awaiting Publication	11/13/06	77/042,558
Radar	Allowed	03/07/05	78/581,935

TRADEMARK LICENSES

Name of Agreement, Parties, Date of Agreement:

1. Consumer Products License Agreement between Disney Consumer Products and the Company, dated November 9, 2006.

2. Retail Licensing Agreement No. 32753 between NFL Properties LLC and the Company, dated April 1, 2006.

3. License Agreement by and between Wrangler Apparel Corp. and the Company, dated January 1, 2005.

4. License and Sponsorship Agreement by and between Sydrob, Inc. f/s/o Robert M. Rey, M.D., M.P.P. and the Company, dated February 2, 2007.