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
CALEEL+HAYDEN, LLC		03/27/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	NXT Capital, LLC, as Agent
Street Address:	191 N. Wacker Dr.
Internal Address:	Suite 1200
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	4238970	GLO ESSENTIALS
Registration Number:	3798184	GLOPROFESSIONAL
Registration Number:	3985361	GLOTHERAPEUTICS
Registration Number:	2531785	GLO LIMITED
Registration Number:	4014200	GLO
Registration Number:	3411273	GLOMINERALS
Registration Number:	3468456	GLOTHERAPEUTICS
Registration Number:	4014199	GLO
Registration Number:	3663957	GLO
Serial Number:	85756206	CYTO-LUXE
Serial Number:	76658811	GLOSPA

OP $290.00 4238970

CORRESPONDENCE DATA

Fax Number: 3128637827

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 3122013927

Email: vandy.fitzpatrick@goldbergkohn.com

Correspondent Name: Vandy F. Fitzpatrick - Paralegal

Address Line 1: 55 East Monroe Street

Address Line 2: Suite 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	6492.115
NAME OF SUBMITTER:	Vandy F. Fitzpatrick
Signature:	/Vandy F. Fitzpatrick/
Date:	03/27/2013

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 27th day of March, 2013, by CALEEL+HAYDEN, LLC, a Delaware limited liability company ("Grantor"), in favor of NXT Capital, LLC, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (herein, "Grantee"):

W I T N E S S E T H

WHEREAS, Grantor, one or more of its affiliates, Grantee and the lenders identified therein are parties to a certain Credit Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor (or one or more affiliates thereof) by Grantee and Lenders;

WHEREAS, pursuant to the terms of a certain Guarantee and Collateral Agreement of even date herewith among Grantor, one or more of its affiliates and Grantee (as the same may be amended or otherwise modified from time to time, the "Collateral Agreement"), Grantor has granted to Grantee, for the benefit of Secured Parties, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Collateral Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure payment and performance of the Obligations;

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

1. Incorporation of Credit Agreement and Collateral Agreement. The Credit Agreement and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement. In the event of a conflict between the provisions of this Agreement and the Collateral Agreement, the Collateral Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations, Grantor hereby grants to Grantee, for the benefit of Secured Parties, and hereby reaffirms its prior grant pursuant to the Collateral Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark, including, without limitation, each Trademark application and registration filed with the United States Patent and Trademark Office ("U.S. Trademark") listed on Schedule 1 annexed hereto, together with

any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Termination. This Agreement shall terminate and the security interest in the Trademark Collateral shall be released upon the occurrence of the Termination Date. Upon the termination of this Agreement, Grantee shall, at the sole cost and expense of Grantor, execute all documents, make all filings and take all actions reasonably requested by Grantor to evidence and record the release of the security interest in the Trademark Collateral granted herein.

[Signature page follows]

TRADEMARK
REEL: 004991 FRAME: 0936

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

CALEEL+HAYDEN, LLC

By: _____

By: Sean Butler
Its: President

Agreed and Accepted
As of the Date First Written Above

NXT CAPITAL, LLC,
as Agent

By _____
Its Brian Schleich
Vice President

SCHEDULE 1

TRADEMARK REGISTRATIONS

Trademark / Image	Reg. #	Reg. Date
GLO ESSENTIALS	4238970	11/6/2012
GLOPROFESSIONAL glo Professional	4082236	1/10/2012
GLOPROFESSIONAL glo Professional	3798184	6/8/2010
GLOTHERAPEUTICS	3985361	6/28/2011
GLO LIMITED	2531785	1/22/2002
GLO glō limited	4014200	8/23/2011
GLOMINERALS glo minerals	3411273	4/15/2008
GLOTHERAPEUTICS glo therapeutics	3468456	7/15/2008
GLO glō	4014199	8/23/2011
GLO glō glo Professional	3663957	8/4/2009

TRADEMARK APPLICATIONS

Trademark / Image	App. #	Filing Date
CYTO-LUXE	85756206	10/17/2012
GLOSPA	76658811	04/21/2006 (SUSPENDED)