

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
Product Quest Manufacturing, LLC		04/18/2007	LIMITED LIABILITY COMPANY: FLORIDA

RECEIVING PARTY DATA

Name:	Wachovia Bank, National Association
Street Address:	5080 Spectrum Drive, TX5690
City:	Addison
State/Country:	TEXAS
Postal Code:	75001
Entity Type:	Agent:

PROPERTY NUMBERS Total: 30

Property Type	Number	Word Mark
Registration Number:	2399978	VERACAINE
Registration Number:	2751846	EQUESTRIAN
Registration Number:	2581978	CARIBBEAN PIRATES
Registration Number:	2582026	CARIBBEAN BLUE
Registration Number:	2837012	CLEAR EFFECTS
Registration Number:	2746578	SWIMMER'S AID
Registration Number:	3163863	DAILY FROST
Registration Number:	3068042	NUPEPTIN
Registration Number:	3146939	GLYLOXANE
Registration Number:	3214513	BODY GLOW
Serial Number:	78681395	SKIN SELECTS
Serial Number:	76644075	SKIN SELECTS
Serial Number:	78703079	SUMMER GLOW

CH \$765.00 2399978

Serial Number:	76646022	SANSAGE
Serial Number:	76646952	SENSUAL LIPS
Serial Number:	78724014	SENSUAL LIPS
Serial Number:	78728915	SKIN SELECTS BASIC
Serial Number:	78728922	SKIN SELECTS PREMIUM
Serial Number:	78767589	SKIN SELECTS SPA
Serial Number:	78784786	INSTANT KARMA
Serial Number:	78784781	KARMA NATURALS
Serial Number:	78784772	SKIN KARMA
Serial Number:	78856294	MEN'S SERIES
Serial Number:	78856300	SUMMER LOOK
Serial Number:	78856314	SUMMER LOOK FOR THE FACE
Serial Number:	76661172	CARIBBEAN BLUE
Serial Number:	76662837	GOLD PARADISE GOLD BODY SLIM
Serial Number:	77000249	BEAUTY IS MORE THAN SKIN DEEP
Serial Number:	76671383	LIFT ENHANCER
Serial Number:	77119546	MINERAL MATTERS

CORRESPONDENCE DATA

Fax Number: (804)344-7999
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 804-788-8523
Email: HWRITM@hunton.com
Correspondent Name: Edward T. White
Address Line 1: 951 East Byrd Street
Address Line 2: Riverfront Plaza, East Tower
Address Line 4: Richmond, VIRGINIA 23219-4074

ATTORNEY DOCKET NUMBER:	56198.001013
NAME OF SUBMITTER:	Edward T. White
Signature:	/Edward T. White/
Date:	05/16/2007

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

WHEREAS, PRODUCT QUEST MANUFACTURING, LLC, a Florida limited liability company ("Grantor"), owns the Trademarks (as defined in the Security Agreement), Trademark registrations and Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor, the lenders party thereto and Wachovia Bank, National Association, as agent ("Secured Party"), have entered into that certain Credit Agreement dated April 18, 2007, providing for extensions of credit to be made to Grantor by such lenders; and

WHEREAS, pursuant to the terms of the Security Agreement dated April 18, 2007 (as said Agreement may be amended and in effect from time to time, the "Security Agreement"), between Grantor and Secured Party, Grantor has granted to Secured Party 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 registrations, Trademark applications and Trademark Licenses (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of all Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Secured Party a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;
- (2) each Trademark License and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License, including, without limitation, each Trademark License referred to in Schedule 1 annexed hereto; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark License, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License.

This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party 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 WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of April 18, 2007.

Acknowledged:

GRANTOR:

PRODUCT QUEST MANUFACTURING, LLC

By: 

Noel Strauss
Vice President

SECURED PARTY:

WACHOVIA BANK, NATIONAL
ASSOCIATION, as agent

By: _____

Clint Bryant
Vice President

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of April 18, 2007.

Acknowledged:

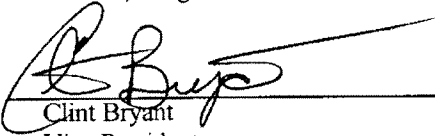
GRANTOR:

PRODUCT QUEST MANUFACTURING, LLC

By: _____
Noel Strauss
Vice President

SECURED PARTY:

WACHOVIA BANK, NATIONAL
ASSOCIATION, as agent

By:  _____
Clint Bryant
Vice President

Schedule 1
to Trademark
Security Agreement

Trademarks

<u>TRADEMARK NAME</u>	<u>DATE FILED</u>	<u>REGISTRATION NUMBER</u>	<u>SERIAL NUMBER</u>
Veracaine	November 1, 1999	2399978	75836648
Equestrian	June 18, 2001	2751846	76273124
Caribbean Pirates	July 26, 2001	2581978	76290231
Caribbean Blue (suntan)	August 9, 2001	2582026	76296409
Clear Effects	June 4, 2002	2837012	76416787
Swimmer's Aid	June 5, 2002	2746578	76415889
Daily Frost	February 14, 2005	3163863	78566579
NuPeptin	March 18, 2005	3068042	78590057
Glyloxane	June 29, 2005	3146939	78660574
Body Glow	July 21, 2005	3214513	76643305
Skin Selects	July 29, 2005	N/A	78681395
Skin Selects	August 2, 2005	3152631	76644075
Summer Glow	August 30, 2005	N/A	78703079
SansAge	September 1, 2005	N/A	76646022
Sensual Lips	September 19, 2005	3197930	76646952
Sensual Lips	September 30, 2005	3184975	78724014

<u>TRADEMARK NAME</u>	<u>DATE FILED</u>	<u>REGISTRATION NUMBER</u>	<u>SERIAL NUMBER</u>
<i>Skin Selects Basic</i>	<i>October 7, 2005</i>	<i>N/A</i>	<i>78728915</i>
<i>Skin Selects Premium</i>	<i>October 7, 2005</i>	<i>N/A</i>	<i>78728922</i>
<i>Skin Selects Spa</i>	<i>December 6, 2005</i>	<i>N/A</i>	<i>78767589</i>
<i>Instant Karma</i>	<i>January 4, 2006</i>	<i>N/A</i>	<i>78784786</i>
<i>Karma Naturals</i>	<i>January 4, 2006</i>	<i>N/A</i>	<i>78784781</i>
<i>Skin Karma</i>	<i>January 4, 2006</i>	<i>N/A</i>	<i>78784772</i>
<i>Men's Series</i>	<i>April 7, 2006</i>	<i>N/A</i>	<i>78856294</i>
<i>Summer Look</i>	<i>April 7, 2006</i>	<i>N/A</i>	<i>78856300</i>
<i>Summer Look for the Face</i>	<i>April 7, 2006</i>	<i>N/A</i>	<i>78856314</i>
<i>Caribbean Blue (clothing & sunglasses)</i>	<i>June 6, 2006</i>	<i>N/A</i>	<i>76661172</i>
<i>Paradise Gold Body Slim</i>	<i>July 11, 2006</i>	<i>N/A</i>	<i>76662837</i>
<i>Beauty is More than Skin Deep</i>	<i>September 15, 2006</i>	<i>N/A</i>	<i>77000249</i>
<i>Lift Enhancer</i>	<i>January 16, 2007</i>	<i>N/A</i>	<i>76671383</i>
<i>Mineral Matters</i>	<i>March 1, 2007</i>	<i>N/A</i>	<i>77119546</i>

Trademark Licenses

None.

Trademark Applications

None.