

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NEWHALL HOLDINGS, INC.		05/31/2007	CORPORATION: DELAWARE
GOLDEN SUN, INC.		05/31/2007	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	GLADSTONE CAPITAL CORPORATION
Street Address:	1521 Westbranch Drive
Internal Address:	Suite 200
City:	McLean
State/Country:	VIRGINIA
Postal Code:	22102
Entity Type:	CORPORATION: MARYLAND

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	1640149	LA BELLA
Registration Number:	1688639	P PROFESSIONAL CURL
Registration Number:	1730550	GOLDENSUN
Registration Number:	1726957	GOLDEN SUN
Registration Number:	1739347	GOLDEN SUN
Registration Number:	1386450	GOLDEN SUN
Registration Number:	1386509	GOLDEN SUN
Registration Number:	1801809	REBOUND
Registration Number:	2170159	RAGING BULL
Registration Number:	2172378	LA BELLA
Registration Number:	2570554	LIGHT'NING GEL
Registration Number:	2418727	LINIMENTO OBRERO

CH \$490.00 1640149

Registration Number:	2412211	VV BY LA BELLA
Registration Number:	2897536	REBOUND
Registration Number:	2888196	MCCALAO
Registration Number:	2654384	ORGAFEM
Registration Number:	2921202	ESTRELLA
Registration Number:	2996463	LA BELLA
Serial Number:	77090461	REAL SOLUTIONS

CORRESPONDENCE DATA

Fax Number: (650)849-7400
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 6508435381
Email: dsanchezbentz@cooley.com
Correspondent Name: Diana Sanchez Bentz
Address Line 1: Cooley Godward Kronish LLP
Address Line 2: 5 Palo Alto Square, 3000 El Camino Real
Address Line 4: Palo Alto, CALIFORNIA 94306

ATTORNEY DOCKET NUMBER:	300475-1006
NAME OF SUBMITTER:	Diana Sanchez Bentz
Signature:	/dsb4232/
Date:	06/02/2007

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of this 31st day of May, 2007 by and among **NEWHALL HOLDINGS, INC.**, a Delaware corporation ("**Holdings**"), **GOLDEN SUN, INC.**, a California corporation (D/B/A **NEWHALL LABORATORIES**) ("**Newhall**") (each of Holdings and Newhall a "**Seller**" and collectively, "**Sellers**"), and **GLADSTONE CAPITAL CORPORATION**, a Maryland corporation (the "**Buyer**"). Newhall will become a Seller upon its execution of the Joinder Agreement.

RECITALS

A. Buyer has agreed to purchase certain notes (the "**Investment**") from Sellers pursuant to that certain Securities Purchase Agreement by and among Buyer and Sellers, dated of even date herewith (as the same may be amended, modified or supplemented from time to time the "**Securities Purchase Agreement**"). Capitalized terms used herein are used as defined in the Securities Purchase Agreement.

B. Buyer is willing to purchase such notes from Sellers, but only upon the condition, among others, that Sellers shall grant to Buyer security interests in Sellers' Intellectual Property to secure the Obligations.

C. Pursuant to the terms of the Security Agreement entered into by Sellers on the date hereof (the "**Security Agreement**"), Sellers have granted to Buyer security interests in all of Sellers' right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral, including without limitation, their respective Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of the Obligations, each Seller hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the Obligations, each Seller hereby grants and pledges to Buyer a security interest in all of such Seller's right, title and interest in, to and under its Intellectual Property (including without limitation those copyrights, patents and trademarks listed under such Seller's name on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

The security interests are granted in conjunction with the security interests granted to Buyer under the Security Agreement. The rights and remedies of Buyer with respect to the security interests granted hereby are in addition to those set forth in the Security Agreement and the other Investment Documents, and those which are now or hereafter available to Buyer as a matter of law or equity. Each right, power and remedy of Buyer provided for herein or in the

Security Agreement or any of the Investment Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Buyer of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Security Agreement or any of the other Investment Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Buyer, of any or all other rights, powers or remedies.

Each Seller represents and warrants that Exhibits A, B, and C attached hereto set forth any and all Intellectual Property rights in connection to which such Seller has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

Sellers hereby acknowledge and agree that Buyer may, from time to time and with notice to the applicable Seller, amend Exhibits A, B and C hereto to reflect changes in any Seller's right, title and interest in, to and under any copyrights, patents and trademarks; *provided* that Sellers acknowledge and agree that Buyer's failure to so amend such Exhibits shall not limit or impair Buyer's security interest in any Intellectual Property.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by their officers thereunto duly authorized as of the first date written above.

NEWHALL HOLDINGS, INC.,
a Delaware corporation

By: Clark R. Crossnoe
Name: Clark R. Crossnoe
Title: Vice President, Secretary, and Treasurer

GLADSTONE CAPITAL CORPORATION,
a Maryland corporation

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by their officers thereunto duly authorized as of the first date written above.

NEWHALL HOLDINGS, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

GLADSTONE CAPITAL CORPORATION,
a Maryland corporation

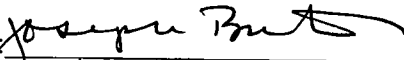
By: 
Name: Joseph Bute
Title: Managing Director

EXHIBIT A

Copyrights

Title	Registration Number	Registration Date
100% natural baby shampoo with aloe vera: 18 fluid ounces; Natural aloe vera baby lotion: 18 fluid ounces (2 stickers)	VA-133-842	08/30/1983
Pure aloe vera extra mild liquid soap with vitamin E: 18 fluid ounces; Natural henna non-coloring shampoo: 18 fluid ounces (2 stickers)	VA-133-843	08/30/1983
Natural herb Lazy Daze Tea: net 1 ounce; Natural herb Friendship Tea: net 1.5 ounces (2 folding cartons)	VA-133-844	08/30/1983

EXHIBIT B

Patents

<u>Title</u>	<u>Patent Number</u>	<u>Issue Date</u>
NONE		

EXHIBIT C
Trademarks

<u>Description</u>	<u>Serial/ Registration Number</u>	<u>Application/ Registration Date</u>
LA BELLA	1,640,149	04/09/1991
P PROFESSIONAL CURL (stylized)	1,688,639	05/26/1992
GOLDEN SUN & DESIGN	1,730,550	11/10/1992
GOLDEN SUN & DESIGN	1,726,957	10/27/1992
GOLDEN SUN & DESIGN	1,739,347	12/15/1992
GOLDEN SUN	1,386,450	03/18/1986
GOLDEN SUN	1,386,509	03/18/1986
REBOUND & DESIGN	1,801,809	11/02/1993
RAGING BULL	2,170,159	06/30/1998
LA BELLA	2,172,378	07/14/1998
LIGHT'NING GEL	2,570,554	05/21/2002
LINIMENTO OBRERO	2,418,727	01/09/2001
VV BY LA BELLA	2,412,211	12/12/2000
REBOUND	2,897,536	10/26/2004
MCCALAO (stylized)	2,888,196	09/28/2004
ORGAFEM	2,654,384	11/26/2002
ESTRELLA	2,921,202	01/25/2005
LA BELLA	2,996,463	09/20/2005
REAL SOLUTIONS	77/090,461	01/24/2007