

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
Woodridge Labs, Inc.		08/12/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	NewStar Financial, Inc.		
Street Address:	500 Boylston Street, Suite 1600		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 42			
Property Type	Number	Word Mark	
Registration Number:	2363244	BODYLUBE	
Registration Number:	2350899	CHASSISOIL	
Registration Number:	3283545	DERMAFREEZE 365	
Registration Number:	3137647	DETANGLEMIST	
Registration Number:	3136771	ELLIN LAVAR	
Registration Number:	3124762	ELLIN LAVAR TEXTURES	
Registration Number:	2642191	FIRMINOL-10	
Registration Number:	2289057	HANDGEAR	
Registration Number:	2249159	HEAVY DUTY	
Registration Number:	2725696	HYDRALATHER	
Registration Number:	2613115	HYDRARINSE	
Registration Number:	3102810	INSTANTSHINE	
Registration Number:	2882613	LIPWORX	
Registration Number:	3137651	LIQUIDGLASS	

OP \$1065.00 2363244

900117629

TRADEMARK
REEL: 003864 FRAME: 0910

Registration Number:	3137650	LIQUIDMOTION
Registration Number:	2371733	MOTORWASH
Registration Number:	2586244	MUSCLEBAR
Registration Number:	3097211	NOURISHOIL
Registration Number:	3102365	PENETRATING BALM
Registration Number:	3399601	PROLIGHTEN
Registration Number:	3083623	PSSSSSST
Registration Number:	0852910	PSSSSSST
Registration Number:	2640692	PUMP 'N SERVE
Registration Number:	3137649	SATINSOFT
Registration Number:	3118890	SCALPRX
Registration Number:	2350277	STOPPERS4
Registration Number:	2192717	STOPPERS-4
Registration Number:	3169570	THE BATH LOUNGE
Registration Number:	3137648	THERMMIST
Registration Number:	2352763	TURBOSCRUB
Registration Number:	2664650	TURBOSHAVE
Registration Number:	3343966	VITA-C2
Registration Number:	2318576	VITA-K SOLUTION
Serial Number:	77356312	40 CARROTS
Serial Number:	78713625	COSMANIA
Serial Number:	78892035	ELLIN LAVAR
Serial Number:	78531037	ELLIN LAVAR TEXTURES
Serial Number:	77346111	HEAVY DUTY
Serial Number:	78697859	PRE-KINI
Serial Number:	77353000	SKIN APPÉTIT
Serial Number:	78691979	VIRTUAL LASER
Serial Number:	78691977	WRINKL-EEZ

CORRESPONDENCE DATA

Fax Number: (617)951-8736
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 617-951-8084
 Email: ashley.scibelli@bingham.com
 Correspondent Name: Ashley B. Scibelli
 Address Line 1: One Federal Street
 Address Line 2: Bingham McCutchen LLP

Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:

Ashley B. Scibelli

Signature:

/Ashley B. Scibelli/

Date:

10/03/2008

Total Attachments: 12

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of August 12, 2008, is entered into by and between **WOODRIDGE LABS, INC.** (formerly known as Woodridge Labs Acquisition, Inc.), a Delaware corporation (hereinafter, together with its successors in title and assigns, called the "**Grantor**"), and **NEWSTAR FINANCIAL, INC.**, as administrative agent and collateral agent for the benefit of Secured Parties (hereinafter, together with its successors as administrative agent and collateral agent for the benefit of Secured Parties, called the "**Administrative Agent**").

Statement of Facts

A. Woodridge Labs Enterprises, Inc., a Delaware corporation (hereinafter, together with its successors in title and assigns, called the "**Parent Company**"), the Borrower, the several Lenders from time to time party thereto and Administrative Agent, are party to the Credit Agreement, dated as of August 12, 2008, providing for the making of Credit Extensions to the Borrower, all as contemplated and provided thereby.

B. In order to induce the Lenders to make Credit Extensions to the Grantor upon the terms and subject to the conditions contained in the Credit Agreement, the Grantor has agreed, upon the terms contained in the Credit Agreement, to grant to the Administrative Agent, for the benefit of Secured Parties, as more specifically set forth herein, continuing security interests in and Liens upon all Intellectual Property of the Grantor in order to secure all of the Obligations.

C. The Grantor has granted to the Administrative Agent, for the benefit of Secured Parties, continuing security interests in and Liens upon all of the Intellectual Property of the Grantor pursuant to and upon the terms and conditions contained in the Security Agreement, dated as of the date hereof, by and among the Grantor, the Parent Company, and the Administrative Agent (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**").

D. Upon the terms contained in the Credit Agreement and the Security Agreement, the Grantor has agreed to execute and deliver to the Administrative Agent, for the benefit of Secured Parties, this Intellectual Property Security Agreement, which is supplemental to the Security Agreement.

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

1. **Definitions.** All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement or, if not defined therein, then in the Credit Agreement, and the following terms shall have (unless otherwise provided elsewhere in this Intellectual Property Security Agreement) the

following respective meanings (such meanings being equally applicable to both the singular and plural forms of the terms defined):

(a) **"Intellectual Property"** shall mean all of the rights, title and interests of the Grantor in, to and under all of the following, whether presently existing or at any time or from time to time hereafter created, arising or acquired:

(i) all of its Marks and Mark applications referred to in Schedule I hereto;

(ii) all of its Patents and Patent applications referred to in Schedule II hereto;

(iii) all of its Copyrights and Copyright applications referred to in Schedule III hereto;

(iv) all goodwill of the businesses of the Grantor connected with the use of, or otherwise symbolized by, each of such Marks, Patents and Copyrights; and

(v) all income, products and proceeds of each of the foregoing, including, without limitation, all claims by the Grantor against third parties for past, present or future (A) infringement or dilution of any of such Marks, (B) injury to any goodwill associated with any of such Marks, (C) infringement of any of such Patents, (D) injury to any goodwill associated with any of such Patents, (E) infringement of any of such Copyrights, or (F) injury to any goodwill associated with any of such Copyrights.

(b) **"Credit Agreement"** shall mean the Credit Agreement, dated as of August 12, 2008, among the Parent Company, the Borrower, the several Persons from time to time party thereto as Lenders thereunder, and the Administrative Agent, providing for the making of Credit Extensions to the Borrower, as the same may be amended, supplemented or otherwise modified from time to time.

(c) **"Obligations"** shall mean any and all of the Obligations (as that term is defined in the Credit Agreement).

(d) **"Security Agreement"** shall have the meaning given such term in the Statement of Facts above.

All other terms contained in this Intellectual Property Security Agreement shall, unless the context shall indicate otherwise, have the meanings provided for by the UCC to the extent that such other terms are used or defined therein. References to the Credit Agreement or Security Agreement include any amendment, modification, supplement, restatement, replacement or refinancing (in whole or in part) thereof, whether by way of increase or reduction to any of the Commitments or the principal amount of any of the Loans, addition or elimination of any credit facilities thereunder, extension of any term, addition or deletion of any party thereto, or otherwise.

2. **Grant of Security Interests.** To secure the prompt and complete payment and performance of all and each of the Obligations, as and when the same shall become due and payable, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due and payable but for the operation of the automatic stay under the Bankruptcy Code), the Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to the Administrative Agent, for the benefit of Secured Parties, a continuing security interest in and Lien upon all of the rights, title and interests of the Grantor to, in and under all of the Intellectual Property.

3. **Representations and Warranties.** The Grantor represents and warrants to the Administrative Agent that to its knowledge, as of the Closing Date, the Grantor does not have any ownership interest in, or title to, any registered Mark, Mark application, registered Patent, Patent application, registered Copyright or Copyright application registered in the United States, **except** as set forth in Schedule I, Schedule II or Schedule III hereto. This Intellectual Property Security Agreement is effective to create valid and continuing security interests in and Liens upon, and, upon the recording hereof with the United States Patent and Trademark Office and the United States Copyright Office, and the filing of appropriate financing statements in the State of Delaware, perfected Liens in favor of the Administrative Agent on, the Grantor's Marks and Patents set forth in Schedule I and Schedule II, to the extent such perfection can be achieved by making such filings; and such perfected security interests and Liens shall be enforceable as such as against any and all creditors of or purchasers from the Grantor.

4. **Security Agreement.** The security interests and Liens granted by the Grantor to the Administrative Agent pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests and Liens granted by the Grantor to the Administrative Agent pursuant to the Credit Agreement and the Security Agreement. The Grantor and the Administrative Agent expressly agree that each of the security interests and Liens granted under this Intellectual Property Security Agreement, the Credit Agreement and the Security Agreement in the Intellectual Property are intended to be treated as a single security interest for purposes of Article 9 of the UCC and other Applicable Law. The exercise by the Administrative Agent of any rights or remedies with respect to any of the Intellectual Property shall be deemed to be an exercise of such rights or remedies in connection with both this Intellectual Property Security Agreement and also the Credit Agreement and the Security Agreement. In the event of any inconsistency between the terms and conditions of this Intellectual Property Security Agreement and the Credit Agreement and the Security Agreement, then the terms and conditions of the Credit Agreement and the Security Agreement shall prevail.

5. **Reinstatement.** This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective in the event that any petition shall be filed by or against the Grantor for liquidation or reorganization, should the Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of the Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant

to Applicable Law, rescinded or reduced in amount, or must otherwise be restored or returned, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and shall be deemed reduced only by such amount paid in cash and **not** so rescinded, reduced, restored or returned.

6. **Notices.** Except as otherwise provided herein, whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties hereto by any other party hereto, or whenever any of the parties hereto desires to give and serve upon any other party hereto any communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the notice provisions of the Credit Agreement.

7. **Termination.** This Intellectual Property Security Agreement, and the security interests and Liens granted hereunder, shall terminate upon the Termination Date. Upon any termination of the Liens created hereunder upon the Termination Date, the Administrative Agent shall, at the sole cost and expense of the Grantor, promptly execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence the termination of the Liens created hereby.

8. **Choice of Law And Venue; Jury Trial Waiver.** **THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK. EACH OF THE ADMINISTRATIVE AGENT AND THE GRANTOR ACKNOWLEDGES THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. EACH OF THEM, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL OF THEIR CHOICE, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT ANY OF THEM MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY RELATED INSTRUMENT OR COLLATERAL DOCUMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY OF THE OTHER COLLATERAL DOCUMENTS OR ANY COURSE OF CONDUCT, DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTION OF ANY OF THEM. EACH OF THE PARTIES HERETO HEREBY AGREES TO BE BOUND BY THE PROVISIONS SET FORTH IN SECTION 10.14 AND SECTION 10.15 OF THE CREDIT AGREEMENT, WHICH PROVISIONS ARE HEREBY INCORPORATED HEREIN BY REFERENCE WITH THE SAME FULL FORCE AND EFFECT AS IF SET FORTH HEREIN IN FULL.**

9. **Expenses.** In the event that the Grantor shall fail to comply with the provisions of this Intellectual Property Security Agreement or any other Collateral Document, such that the value of any Intellectual Property or the validity, perfection,

rank or value of any Liens created hereunder is thereby materially diminished or potentially materially diminished or put at risk, the Administrative Agent may, but shall not be required to, effect such compliance on behalf of the Grantor, and the Grantor shall reimburse the Administrative Agent for all of the reasonable costs and expenses thereof on demand by the Administrative Agent.

10. **Delivery by Facsimile.** Delivery of the signature pages to this Intellectual Property Security Agreement by facsimile shall be as effective as delivery of manually executed counterparts of this Agreement.

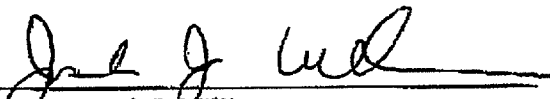
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****Signature Page to Intellectual Property Security Agreement follows****

IN WITNESS WHEREOF, the Grantor has caused this **INTELLECTUAL PROPERTY SECURITY AGREEMENT** to be executed and delivered by its duly authorized officer or other representative as of the date first set forth above.

The Grantor:

WOODRIDGE LABS, INC. (formerly known as
Woodridge Labs Acquisition, Inc.)

By: 
Name: Joseph J. Millin
Title: Chief Executive Officer

The Administrative Agent:

NEWSTAR FINANCIAL, INC.

By: _____
Name: Robert F. Milordi
Title: Managing Director

****Signature Page to Intellectual Property Security Agreement ****

IN WITNESS WHEREOF, the Grantor has caused this **INTELLECTUAL PROPERTY SECURITY AGREEMENT** to be executed and delivered by its duly authorized officer or other representative as of the date first set forth above.

The Grantor:

WOODRIDGE LABS, INC. (formerly known as
Woodridge Labs Acquisition, Inc.)

By: _____
Name: Joseph J. Millin
Title: Chief Executive Officer

The Administrative Agent:

NEWSTAR FINANCIAL, INC.

By: 
Name: Robert F. Milordi
Title: Managing Director

****Signature Page to Intellectual Property Security Agreement ****

SCHEDULE I

To

WOODRIDGE LABS, INC.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. TRADEMARK REGISTRATIONS.

<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
BODYLUBE	2363244	27-Jun-00
CHASSISOIL	2350899	16-May-00
DERMAFREEZE 364 (Block Letters)	3283545	15-Sep-06
DETANGLEMIST (Block Letters)	3137647	05-Sep-06
ELLIN LAVAR (Block Letters)	3136771	29-Aug-06
ELLIN LAVAR TEXTURES	3124762	01-Aug-06
FIRMINOL - 10 (and Design)	2642191	29-Oct-02
HANDGEAR	2289057	26-Oct-99
HEAVY DUTY	2249159	01-Jun-99
HYDRALATHER	2725696	10-Jun-03
HYDRARINSE	2613115	27-Aug-02
INSTANTSHINE (Block Letters)	3102810	13-Jun-06
LIPWORX	2882613	07-Sep-04
LIQUIDGLASS (Block Letters)	3137651	05-Sep-06
LIQUIDMOTION (Block Letters)	3137650	05-Sep-06
MOTORWASH	2371733	25-Jul-00
MUSCLEBAR	2586244	25-Jun-02

SCHEDULE I

<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
NOURISHOIL (Block Letters)	3097211	30-May-06
PENETRATING BALM (Block Letters)	3102365	06-Jun-06
PROLIGHTEN (Block Letters)	3399601	18-Mar-08
PSSSSSST (Block Letters)	3083623	18-Apr-06
PSSSSSST	852910	16-Jul-68
PUMP 'N SERVE	2640692	22-Oct-02
SATINSOFT (Block Letters)	3137649	05-Sep-06
SCALPRX (Block Letters)	3118890	25-Jul-06
STOPPERS-4 (Stylized)	2350277	16-May-00
STOPPERS-4	2192717	29-Sep-98
THE BATH LOUNGE (and Design)	3169570	07-Nov-06
THERMMIST (Block Letters)	3137648	05-Sep-06
TURBOSCRUB	2352763	23-May-00
TURBOSHAVE	2664650	17-Dec-02
VITA-C2 (Block Letters)	3343966	27-Nov-07
VITA-K SOLUTION	2318576	15-Feb-00

II. TRADEMARK APPLICATIONS.

<u>Mark</u>	<u>Application No.</u>	<u>Date</u>
40 CARROTS (Block Letters)	77/356312	19-Dec-07
COSMANIA (Block Letters)	78/713625	15-Sep-05
ELLIN LAVAR (Block Letters)	78/892035	24-May-06

SCHEDULE I

<u>Mark</u>	<u>Application No.</u>	<u>Date</u>
ELLIN LAVAR TEXTURES (Stylized)	78/531037	11-Dec-04
HEAVY DUTY (Block Letters)	77/346111	06-Dec-07
PRE-KINI (Block Letters)	78/697859	22-Aug-05
SKIN APPETIT (Block Letters)	77/353000	14-Dec-07
VIRTUAL LASER (Block Letters)	78/691979	12-Aug-05
WRINKL-EEZ (Block Letters)	78/691977	12-Aug-05

SCHEDULE II

To

WOODRIDGE LABS, INC.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. PATENT REGISTRATIONS.

<u>Patent</u>	<u>Reg. No.</u>	<u>Date</u>
None.		

II. PATENT APPLICATIONS.

<u>Patent Application No.</u>	<u>Application No.</u>	<u>Date</u>
Gamma-Amino Butyric Acid composition	11072184	04-Mar-05

SCHEDULE III

To

WOODRIDGE LABS, INC.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. COPYRIGHT REGISTRATIONS.

<u>Copyright</u>	<u>Reg. No.</u>	<u>Date</u>
Alexander Volkman's heavy duty	VA0000943194	23-Oct-98

II. COPYRIGHT APPLICATIONS.

<u>Copyright</u>	<u>Application No.</u>	<u>Date</u>
None.		