

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM310054

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Astral Health & Beauty, Inc.		07/02/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	MEDLEY OPPORTUNITY FUND II LP		
Street Address:	375 Park Avenue, 33rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10152		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 24			
Property Type	Number	Word Mark	
Registration Number:	2840479	ALOE PURE	
Registration Number:	4498400	ALOEGANIC	
Registration Number:	1970264	ALOESPA	
Registration Number:	1488969	ALOETTE	
Registration Number:	3856163	BE FIRM	
Registration Number:	4251086	BEAUTY BULLET	
Serial Number:	86084556	BIG LOOK	
Registration Number:	2470442		
Registration Number:	4302185	CEASE CREASE	
Registration Number:	4302000	CERETIN	
Registration Number:	2382521	COLOR BLENDS	
Registration Number:	4281076	COSMEDIX	
Registration Number:	3878694		
Registration Number:	4384700	DISAPPEARING ACT	
Registration Number:	4471935	FARM TO JAR	
Registration Number:	3274226	PÜR MINERALS	
Registration Number:	3714309	PÜRMINERALS	
Registration Number:	3510721	RESULTS RX	
Registration Number:	3714163	RESULTS RX	
Registration Number:	2592536	SIMPLY CLEAR	
TRADEMARK			

CH \$615.00 2840479

Property Type	Number	Word Mark
Registration Number:	3369260	SPA INDULGENCE
Registration Number:	4373092	THE COMPLEXION AUTHORITY
Registration Number:	3414141	THERACYL
Registration Number:	2753957	TIME RESTORE

CORRESPONDENCE DATA

Fax Number: 4045725100
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.
Phone: 404-572-3431
Email: cfraser@kslaw.com
Correspondent Name: Carol Fraser, Paralegal
Address Line 1: 1180 Peachtree Street
Address Line 2: King & Spalding LLP
Address Line 4: Atlanta, GEORGIA 30309-3521

ATTORNEY DOCKET NUMBER:	ASTRAL-18578.009012
NAME OF SUBMITTER:	Carol Fraser
SIGNATURE:	//Carol Fraser//
DATE SIGNED:	07/09/2014

Total Attachments: 10
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**AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY
AGREEMENT (TRADEMARKS)**

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT, dated as of July 2, 2014 (the "**Trademark Security Agreement**"), is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of **MEDLEY OPPORTUNITY FUND II LP**, a Delaware limited partnership ("**Medley**"), as Collateral Agent (in such capacity, together with its successors and permitted assigns, the "**Collateral Agent**") for the Lenders and the other Secured Parties.

W I T N E S S E T H:

WHEREAS, ASTRAL BRANDS, Inc., a Delaware corporation (the "**Borrower**"), ("**Holdings**"), the Subsidiaries of the Borrower that are or become Guarantors pursuant to Section 8.10 of the Credit Agreement, the lenders from time to time party thereto (each a "**Lender**" and, collectively, the "**Lenders**"), Medley, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "**Administrative Agent**") and the Collateral Agent (Collateral Agent, together with the Administrative Agent, collectively, the "**Agents**" and each an "**Agent**"), have entered into an Amended and Rested Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**");

WHEREAS, all of the Grantors are party to a Guaranty and Security Agreement, dated as of August 24, 2011 in favor of the Collateral Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Guaranty and Security Agreement**");

WHEREAS, all of the Grantors are party to that certain Intellectual Property Security Agreement (Trademarks), dated as of August 24, 2011, made by the Grantors in favor of Collateral Agent (the "**Existing Trademark Security Agreement**");

WHEREAS, one of the conditions to the effectiveness of the Credit Agreement and the Lenders' extension of loans and other financial accommodations thereunder is that the Grantors amend and restate the Existing Trademark Security Agreement by executing and delivering this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Collateral Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees to amend and restate the Existing Trademark Security Agreement in its entirety as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages and pledges to the Collateral Agent for the benefit of the Secured Parties, and grants

to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "*Trademark Collateral*"):

(a) all of its Trademarks and all Trademark Licenses providing for the grant by or to such Grantor of any right under any Trademark, including those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof. Notwithstanding the foregoing, there shall be no security interest or Lien on any Trademark application that is filed on an "intent-to-use" basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement conflicts with any provision of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall govern.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. **THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS (OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW)**. In addition, the provisions of Section 8.6, 8.7,

8.8 and 8.12 of the Guaranty and Security Agreement are incorporated herein by reference, *mutatis mutandis*.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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.

Astral Health & Beauty, Inc., as Grantor

By: 

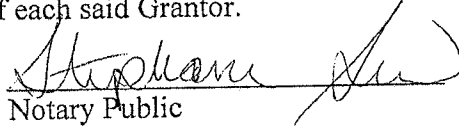
Name: Robert Cohen

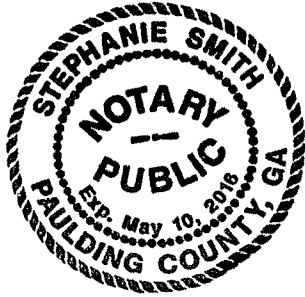
Title: CEO

ACKNOWLEDGMENT OF GRANTOR

State of Georgia)
) ss.
County of Fulton)

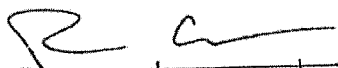
On this 1 day of July 2014 before me personally appeared _____, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of each within Grantor, who being by me duly sworn did depose and say that he is an authorized officer of each said Grantor, that the said instrument was signed on behalf of each said Grantor as authorized by its governing body and that he acknowledged said instrument to be the free act and deed of each said Grantor.


Notary Public



ACKNOWLEDGED AND AGREED
as of the date first above written:

MEDLEY OPPORTUNITY FUND II LP,
a Delaware limited partnership


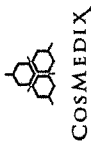
By: 
Name: Richard Allorto
Title: CFO

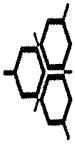
SCHEDULE I

TO

TRADEMARK SECURITY AGREEMENT

Jurisdiction	Mark	Status	Serial No Filing Date	Reg. No. Reg. Date	Owner	Action
United States	ALOE PURE	Registered	75666378 March 23, 1999	2840479 May 11, 2004	Astral Health & Beauty, Inc.	Renewal Due: May 11, 2024
United States	ALOEORGANIC	Registered	85201510 December 20, 2010	4498400 March 18, 2014	Astral Health & Beauty, Inc.	Section 8 Affidavit of Use Due: March 18, 2020 Renewal Due: March 18, 2024
United States	ALOEESPA	Registered	74328072 November 3, 1992	1970264 April 23, 1996	Astral Health & Beauty, Inc.	Renewal Due: April 23, 2016
United States	ALOEETTE	Registered	73629291 November 7, 1986	1488969 May 24, 1988	Astral Health & Beauty, Inc.	Renewal Due: May 24, 2018
United States	BE FIRM	Registered	77932677 February 10, 2010	3856163 October 5, 2010	Astral Health & Beauty, Inc.	Section 8 Affidavit of Use Due: October 5, 2016 Renewal Due: October 5, 2020
United States	BEAUTY BULLET	Registered	85409610 August 29, 2011	4251086 November 27, 2012	Astral Health & Beauty, Inc.	Section 8 Affidavit of Use Due: November 27, 2018 Renewal Due: November 27, 2022

Jurisdiction	Mark	Status	Serial No Filing Date	Reg. No. Reg. Date	Owner	Action
United States	BIG LOOK	Allowed	86084556 October 7, 2013		Astral Health & Beauty, Inc.	
United States	Bird Design ² 	Registered	75773438 August 11, 1999	2470442 July 17, 2001	Astral Health & Beauty, Inc.	Renewal Due: July 17, 2021
United States	CEASE CREASE	Registered	85409616 August 29, 2011	4302185 March 12, 2013	Astral Health & Beauty, Inc.	Section 8 Affidavit of Use Due: March 12, 2019 Renewal Due: March 12, 2023
United States	CERETIN	Registered	85315451 May 9, 2011	4302000 March 12, 2013	Astral Health & Beauty, Inc.	Section 8 Affidavit of Use Due: March 12, 2019 Renewal Due: March 12, 2023
United States	COLOR BLENDS ²	Registered	75642724 February 18, 1999	2382521 September 5, 2000	Astral Health & Beauty, Inc.	Renewal Due: September 5, 2020
United States	COSMEDIX & Design 	Registered	77846846 October 12, 2009	4281076 January 29, 2013	Astral Health & Beauty, Inc.	Section 8 Affidavit of Use Due: January 29, 2019 Renewal Due: January 29, 2023

Jurisdiction	Mark	Status	Serial No Filing Date	Reg. No. Reg. Date	Owner	Action
United States	Cosmedix Molecule Design 	Registered	77847211 October 13, 2009	3878694 November 23, 2010	Astral Health & Beauty, Inc.	Section 8 Affidavit of Use Due: November 23, 2016 Renewal Due: November 23, 2020
United States	DISAPPEARING ACT	Registered	85462500 November 2, 2011	4384700 August 13, 2013	Astral Health & Beauty, Inc.	Section 8 Affidavit of Use Due: August 13, 2019 Renewal Due: August 13, 2023
United States	FARM TO JAR	Registered	85724384 September 10, 2012	4471935 January 21, 2014	Astral Health & Beauty, Inc.	Section 8 Affidavit of Use Due: January 21, 2020 Renewal Due: January 21, 2024
United States	PÜR MINERALS ²	Registered	78536897 December 22, 2004	3274226 August 7, 2007	Astral Health & Beauty, Inc.	Renewal Due: August 7, 2017
United States	PURMINERALS (Stylized) pürminerals	Registered	77623753 December 1, 2008	3714309 November 24, 2009	Astral Health & Beauty, Inc.	Section 8 Affidavit of Use Due: November 24, 2015 Renewal Due: November 24, 2019

Jurisdiction	Mark	Status	Serial No Filing Date	Reg. No. Reg. Date	Owner	Action
United States	RESULTS RX	Registered	77213309 June 22, 2007	3510721 October 7, 2008	Astral Health & Beauty, Inc.	Renewal Due: October 7, 2018
United States	RESULTS RX	Registered	77594755 October 17, 2008	3714163 November 24, 2009	Astral Health & Beauty, Inc.	Section 8 Affidavit of Use Due: November 24, 2015 Renewal Due: November 24, 2019
United States	SIMPLY CLEAR ²	Registered	76033879 April 25, 2000	2592536 July 9, 2002	Astral Health & Beauty, Inc.	Renewal Due: July 9, 2022
United States	SPA INDULGENCE ²	Registered	78802624 January 30, 2006	3369260 January 15, 2008	Astral Health & Beauty, Inc.	Renewal Due: January 15, 2018
United States	THE COMPLEXION AUTHORITY	Registered	85438728 October 4, 2011	4373092 July 23, 2013	Astral Health & Beauty, Inc.	Section 8 Affidavit of Use Due: July 23, 2019 Renewal Due: July 23, 2023
United States	THERACYL	Registered	77169012 April 30, 2007	3414141 April 22, 2008	Astral Health & Beauty, Inc.	Section 8 Affidavit of Use Due: April 22, 2014; Grace Period Expires October 22, 2014 (Do not intend to renew) Renewal Due: April 22, 2018
United States	TIME RESTORE ²	Registered	76308168 August 31, 2001	2753957 August 19, 2003	Astral Health & Beauty, Inc.	Renewal Due: August 19, 2023