

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM391774

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900369385

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SunTrust Bank		06/12/2006	Banking Corporation: GEORGIA

RECEIVING PARTY DATA

Name:	Astral Health & Beauty, Inc.
Street Address:	3715 Northside Parkway
Internal Address:	Building 200, Suite 200
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30327
Entity Type:	Corporation: PENNSYLVANIA

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	2840479	ALOE PURE
Registration Number:	1970264	ALOESPA
Registration Number:	1488969	ALOETTE
Registration Number:	2470442	
Registration Number:	2382521	COLOR BLENDS
Registration Number:	2818267	MAKEUP PORTFOLIO BY ALOETTE
Registration Number:	2759818	PERFECT LIFT
Registration Number:	2592536	SIMPLY CLEAR
Registration Number:	2753957	TIME RESTORE
Serial Number:	78636770	NEW YOU
Serial Number:	78865041	CHIRAMEDIX
Serial Number:	78536897	PÜR MINERALS
Serial Number:	78802624	SPA INDULGENCE
Serial Number:	78802484	SPA INDULGENCE

CORRESPONDENCE DATA

Fax Number:

TRADEMARK

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.

Email: sharrison@kilpatricktownsend.com
Correspondent Name: Susan Harrison
Address Line 1: 1100 Peachtree Street
Address Line 2: Suite 2800
Address Line 4: Atlanta, GEORGIA 30309

NAME OF SUBMITTER:	Susan Harrison
SIGNATURE:	/Susan Harrison/
DATE SIGNED:	07/18/2016

Total Attachments: 9

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Amanda Parks
Senior Vice President

SunTrust Bank
303 Peachtree Street, NE
9th Floor
Atlanta, GA 30308
Tel 404.813.7148
Fax 404.724.3875
amanda.parks@suntrust.com

August 22, 2011

ASTRAL BRANDS, INC.
3715 Northside Parkway, NW
Building 200, Suite 200
Atlanta, Georgia 30327
Attn: C. Thornton Howard, Vice President of Finance

Re: Amended and Restated Credit Agreement dated December 18, 2007, by and among Astral Foods, Inc. ("Parent"), certain of Parent's Subsidiaries that are Borrowers and/or Guarantors (Parent, Borrowers and Guarantors are hereinafter collectively referred to as the "Loan Parties"), SunTrust Bank, as Administrative Agent ("Administrative Agent"), and the lenders from time to time party thereto, as amended, restated, supplemented or otherwise modified from time-to-time (the "Credit Agreement"). Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Credit Agreement.

Dear Mr. Howard:

We understand that the Loan Parties intend to enter into a credit facility with Medley Opportunity Fund II L.P. ("Medley"), pursuant to a new credit agreement. Loan Parties have granted security interests, security title and liens in some or all of their respective assets to Administrative Agent, for the benefit of the Lenders and the Issuing Bank, to secure the Obligations of the Loan Parties under the Credit Agreement and the other Loan Documents.

The aggregate principal amount of and accrued interest on all outstanding Revolving Loans owing by the Borrowers, if paid on or prior to 2:00 p.m. E.S.T. on August 22, 2011, plus all fees, penalties and other amounts owing by the Borrower pursuant to the Revolving Loans on such date, [REDACTED] (the "Revolving Loan Payoff Amount").

The aggregate principal amount of and accrued interest on Term Loan B owing by the Borrowers, if paid on or prior to 2:00 p.m. E.S.T. on August 22, 2011, plus all fees, penalties and other amounts owing by the Borrower pursuant to Term Loan B on such date, is: [REDACTED] (the "Term Loan B Payoff Amount").

In addition, attorneys' fees and expenses of Administrative Agent's counsel, Arnall Golden Gregory LLP, in the amount [REDACTED] are due and owing by Loan Parties to Arnall

Golden Gregory LLP (the "Legal Fee Payoff Amount", and together with the Revolving Loan Payoff Amount, the "Total Payoff Amount").

If the Revolving Loan Payoff Amount is not received by 2:00 p.m. E.S.T. on August 22, 2011, the amount necessary to repay all of such indebtedness and other obligations shall be increased per day by the total per diem amount of [REDACTED] (the "Revolving Loan Per Diem Amount").

If the Term Loan B Payoff Amount is not received by 2:00 p.m. E.S.T. on August 22, 2011, the amount necessary to repay all of such indebtedness and other obligations shall be increased per day by the total per diem amount of [REDACTED] (the "Term Loan B Per Diem Amount", and together with the Revolving Loan Per Diem Amount, the "Per Diem Amounts").

Payment of the Total Payoff Amount (other than the Legal Fee Payoff Amount), together with the applicable Per Diem Amounts, if any, should be made by federal funds wire transfer to:

[REDACTED]
ABA# [REDACTED]
Acct# [REDACTED]
Acct Name: [REDACTED]
Ref: [REDACTED]

Payment of the Legal Fee Payoff Amount should be made by federal funds wire transfer to:

SUNTRUST BANK
ABA#: [REDACTED]
Acct#: [REDACTED]
Acct Name: [REDACTED]
Ref: [REDACTED]

The Credit Providers hereby represent, warrant and confirm to the Loan Parties that, immediately upon receipt by the Administrative Agent of the Total Payoff Amount, together with the applicable Per Diem Amounts, if any, in accordance with the payment instructions set forth above:

- (a) Borrowers shall have no remaining Obligations owing to the Credit Parties under the Loan Documents, the Loan Documents shall automatically be terminated (other than those provisions that by their terms survive termination of the Credit Agreement), the Commitments of the Lenders under the Credit Agreement shall automatically be terminated and the Loan Parties acknowledge and agree that the Credit Providers shall have no further Commitments to make Loans or issue Letters of Credit to or on behalf of any Loan Party under the Credit Agreement or the other Loan Documents;

- (b) Guarantors shall have no remaining Obligations owing to the Credit Parties under the Guaranty Agreements or any of the other Loan Documents to which any Guarantor is a party, and the Guaranty Agreements shall automatically be terminated; and
- (c) The security interests, security title and liens granted to Administrative Agent for the benefit of the Lenders and the Issuing Bank, or to any Lender or the Issuing Bank, pursuant to the Loan Documents in the Collateral shall automatically terminate.

In addition, immediately upon receipt by Administrative Agent of the Total Payoff Amount, together with the applicable Per Diem Amounts, if any, Administrative Agent hereby specifically authorizes the Parent, Medley and their respective counsel and designees to prepare, file and register (at Parent's expense) on behalf of Administrative Agent, full and final discharges in respect of any registrations or filings which may be outstanding, UCC-3 termination statements and intellectual property lien releases in such offices as the Parent or Medley deem necessary or appropriate to terminate Administrative Agent's security interests in the Collateral. Furthermore, Administrative Agent agrees to, and hereby specifically authorizes Parent, Medley and their respective counsel and designees to, at Parent's expense, (1) provide any other appropriate documentation as may be reasonably necessary or appropriate to terminate of record all security interests, security title and liens held by Administrative Agent in the Collateral, for the benefit of the Lenders and the Issuing Bank, and (2) take any other actions reasonably necessary or desirable to evidence the termination of Administrative Agent's security interests, security title and liens in the Collateral.

Notwithstanding anything in this letter agreement to the contrary, the Loan Parties acknowledge and agree that all of each Credit Provider's rights are specifically reserved (a) in and to any checks or similar instruments for the payment of money heretofore received by any such Credit Provider in connection with its lending, deposit, cash management or other arrangements or otherwise received by any such Credit Provider from any Loan Party or any of their respective account debtors (such checks or instruments collectively referred to as the "Instruments"), (b) in and to any money due to become due under or by any reason of the Instruments, (c) in and to any right to claim that such moneys are due arising from any of the foregoing, (d) with respect to any LC Exposure of any Lender and (d) with respect to any fees or other amounts which remain due and owing by Loan Parties arising in connection with any treasury or cash management arrangement administered by any Credit Provider (or any Affiliate of any Credit Provider) (any and all amounts owing or to be owing under (a) through (d) of this paragraph are hereinafter collectively referred to as "Other Obligations").

Loan Parties hereby jointly and severally agree to pay to Administrative Agent, for the pro rata account of the applicable Lenders (or any Affiliate of any Credit Provider), upon Administrative Agent's demand, the amount of any Other Obligations (i) for which Loan Parties were given credit in computing the Total Payoff Amount hereunder if any Instrument is hereafter returned unpaid for any reason whatsoever, together with all expenses incident to the processing and return of any such Instrument and (ii) existing on or after the date of this

letter, but not included by the Credit Parties (for any reason) in the Total Payoff Amount in this letter agreement.

Loan Parties, jointly and severally, on behalf of themselves and on behalf of all those entities and persons claiming by, through, or under it, together with their successors and assigns (collectively referred to in this paragraph as the "Loan Party Releasers"), for good and valuable consideration, including, without limitation, the execution of this agreement by Administrative Agent and Administrative Agent's release of its liens, does hereby unconditionally remise, release, acquit and forever discharge each Credit Provider, and each of their respective past and present officers, directors, shareholders, employees, agents, attorneys, parent corporations, subsidiaries, affiliates, successors and assigns of any such persons and entities (collectively referred to in this paragraph as the "Credit Provider Releasees"), of and from any and all manner of actions, causes of action, suits, claims, counterclaims, liabilities, obligations, defenses, and demands whatsoever (if any), at law or in equity, or disputed or undisputed, which any of the Loan Party Releasers ever had, now has, or hereafter can, shall, or may claim to have against any of the Credit Provider Releasees for or by reason of any cause, matter, or thing whatsoever, arising from the beginning of the world to the date of execution of this letter agreement.

The Loan Parties acknowledges that the Total Payoff Amount is due and owing pursuant to the Credit Agreement and the other Loan Documents. If, for any reason, any of the Total Payoff Amount or any other amounts applied by the Credit Providers to payment of the Obligations is voided or rescinded or must otherwise be returned by the Credit Providers as a result of any Loan Party's insolvency, bankruptcy, or otherwise required by applicable law, the Loan Parties acknowledge and agree that their obligations and liabilities under the Credit Agreement shall be reinstated to that extent.

This letter agreement shall terminate and be of no further legal force and effect if the Total Payoff Amount plus the applicable Per Diem Amounts (if any) set forth herein is not received by Administrative Agent in accordance with the terms of this letter agreement by 2:00pm E.S.T. on August 24, 2011.

When accepted by the Loan Parties, the foregoing shall constitute an agreement made in, and governed by the internal laws of the State of Georgia. This letter agreement may be executed in one or multiple counterparts; each signed counterpart shall bind the parties signing same and constitute one and the same agreement. Each counterpart may also be signed and delivered by telefacsimile or by "pdf" electronic file, and each such counterpart shall constitute an "original" document upon its execution and delivery. This letter agreement constitutes the entire agreement among the parties hereto relative to the subject matter hereof and may not be altered or supplemented except in a writing made subsequent hereto signed by all the parties hereto. This letter agreement shall be binding on, and inure to the benefit of, the successors and assigns of the parties hereto

The agreements of the Credit Providers contained herein are conditioned on Administrative Agent's receipt of a fully-executed copy of this letter agreement.

(Signatures on following page)



Amanda Parks
Senior Vice President

SunTrust Bank
303 Peachtree Street, NE
9th Floor
Atlanta, GA 30308
Tel 404.813.7148
Fax 404.724.3875
amanda.parks@suntrust.com

Very truly yours,

SUNTRUST BANK, as Administrative Agent,
Lender and Issuing Bank

By: Amanda Parks
Name: Amanda Parks
Title: SVP

ORIX COMMERCIAL FINANCE, LLC, as Lender

By: _____
Name: _____
Title: _____

Accepted and Agreed to by:

LOAN PARTIES:

ASTRAL BRANDS, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

[CORPORATE SEAL]

ALOETTE OF NORTH ATLANTA, INC.,
a Georgia corporation


By: _____
Name: _____

Very truly yours,

SUNTRUST BANK, as Administrative Agent,
Lender and Issuing Bank

By: _____
Name: _____
Title: _____

ORIX COMMERCIAL FINANCE, LLC, as Lender

By:  _____
Name: Christopher L. Smith
Title: Authorized Representative

Accepted and Agreed to by:

LOAN PARTIES:

ASTRAL BRANDS, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

[CORPORATE SEAL]

ALOETTE OF NORTH ATLANTA, INC.,
a Georgia corporation

By: _____
Name: _____
Title: _____

[CORPORATE SEAL]

ASTRAL HEALTH AND BEAUTY, INC.,
a Pennsylvania corporation

By: _____
Name: _____
Title: _____

[CORPORATE SEAL]

**ALOETTE COSMETICS, INC. OF
DELAWARE,**
a Delaware corporation

By: _____
Name: _____
Title: _____

[CORPORATE SEAL]

ASTRAL AIR, LLC,
a Delaware limited liability company

By: _____ [SEAL]
Name: _____
Title: _____

SKIN PERFECTION, LLC,
a Delaware limited liability company

By: _____ [SEAL]
Name: _____
Title: _____

PUR MINERALS, LLC,
a Delaware limited liability company

By: _____ [SEAL]
Name: _____
Title: _____

**ALOETTE COSMETICS, INC., OF
PENNSYLVANIA,**
a Pennsylvania corporation

By: _____
Name: _____
Title: _____

[CORPORATE SEAL]

COSMEDIX, LLC,
a Georgia limited liability company

By: _____ [SEAL]
Name: _____
Title: _____

ASTRAL BRANDS, INC.

By: _____
Name: _____
Title: _____

[CORPORATE SEAL]

**ALOETTE COSMETICS OF CANADA,
INC.**

By: _____
Name: _____
Title: _____

[CORPORATE SEAL]