

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
Cosmetic Laboratories of America, LLC	12/30/2011

RECEIVING PARTY DATA

Name:	MB Financial Bank, N.A., as Agent
Street Address:	6111 North River Road
City:	Rosemont
State/Country:	ILLINOIS
Postal Code:	60018

PROPERTY NUMBERS Total: 16

Property Type	Number
Patent Number:	D612537
Patent Number:	D612099
Patent Number:	D612096
Patent Number:	D612987
Patent Number:	D612097
Patent Number:	D612098
Patent Number:	D612100
Patent Number:	D612986
Patent Number:	D612101
Patent Number:	D612984
Patent Number:	D612538
Patent Number:	D612989
Patent Number:	D612985
Patent Number:	D612988
Patent Number:	D612539

CH \$640.00 D612537

Patent Number:

7455847

CORRESPONDENCE DATA

Fax Number: (312)609-5005

Phone: (312) 609-7838

Email: podonoghue@vedderprice.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Patricia O'Donoghue, Vedder Price P.C.

Address Line 1: 222 North LaSalle Street

Address Line 2: Suite 2500

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:

41633.00.0010- H.POITRAS

NAME OF SUBMITTER:

Patricia O'Donoghue

Total Attachments: 12

source=Cosmetic Laboratories of America - Patent Trademark and License Agreement#page1.tif
source=Cosmetic Laboratories of America - Patent Trademark and License Agreement#page2.tif
source=Cosmetic Laboratories of America - Patent Trademark and License Agreement#page3.tif
source=Cosmetic Laboratories of America - Patent Trademark and License Agreement#page4.tif
source=Cosmetic Laboratories of America - Patent Trademark and License Agreement#page5.tif
source=Cosmetic Laboratories of America - Patent Trademark and License Agreement#page6.tif
source=Cosmetic Laboratories of America - Patent Trademark and License Agreement#page7.tif
source=Cosmetic Laboratories of America - Patent Trademark and License Agreement#page8.tif
source=Cosmetic Laboratories of America - Patent Trademark and License Agreement#page9.tif
source=Cosmetic Laboratories of America - Patent Trademark and License Agreement#page10.tif
source=Cosmetic Laboratories of America - Patent Trademark and License Agreement#page11.tif
source=Cosmetic Laboratories of America - Patent Trademark and License Agreement#page12.tif

PATENT, TRADEMARK AND LICENSE AGREEMENT

THIS PATENT, TRADEMARK AND LICENSE AGREEMENT (as amended or otherwise modified, the "**Agreement**") is made as of this 30th day of December, 2011, by and among MB FINANCIAL BANK, N.A., in its capacity as agent (together with its successors and assigns in such capacity, the "**Agent**") for the Lenders (as defined in the Loan Agreement referred to below), and COSMETIC LABORATORIES OF AMERICA, LLC, a Delaware limited liability company (collectively with any other Grantors from time to time a party hereto, the "**Grantors**" and, individually, each a "**Grantor**").

WITNESSETH:

WHEREAS, Grantors have entered into a Loan and Security Agreement dated as of December 30, 2011 (as amended, supplemented or modified from time to time, the "**Loan Agreement**") by and among Grantors, the other Credit Parties, the Lenders and Agent pursuant to which each Grantor has granted to Agent, for its benefit and the benefit of the Lenders, a security interest in substantially all of its assets to secure the payment of all Obligations;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

2. Definitions. When used herein, (i) capitalized terms which are not otherwise defined in this Agreement (including, in the recitals hereto) and are defined in the Loan Agreement shall have the meanings assigned to such terms in the Loan Agreement; and (ii) terms defined in the UCC and not otherwise defined in the Loan Agreement or this Agreement shall have the meanings assigned to such terms in the UCC.

3. Grant of Continuing Security Interest. To secure the complete and timely payment and performance of all of the Obligations, each Grantor hereby grants to Agent, for its benefit and the benefit of the Lenders, a continuing security interest in the entire right, title and interest of such Grantor in and to all of the following, whether now owned or existing or hereafter acquired or arising:

(a) Each Grantor's patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Schedule A, attached hereto and made a part hereof, and (i) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof, (iii) subject to the provisions of Section 11, the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (i)-(iv), are sometimes hereinafter individually and/or collectively referred to as the "**Patents**");

(b) Each Grantor's technical information and know-how relating to processes, procedures, inventions, machines or trade secrets used in connection with the Patents;

(c) Each Grantor's license agreements relating to or involving any of the Patents or technical information described in subsections 3(a) or 3(b) with any other party, whether such Grantor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Schedule C attached hereto and made a part hereof, and the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by such Grantor and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "**Patent Licenses**");

(d) Each Grantor's trademarks, trademark registrations, service marks, service mark registrations, tradenames, trademark and service mark applications, including, without limitation, the trademarks, service marks and applications listed on Schedule B attached hereto and made a part hereof, and (i) renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, (iv) all rights corresponding thereto throughout the world, and (v) all of the goodwill of each Grantor's business connected with and symbolized by the trademarks, service marks, tradenames or other items described in clauses (i)-(v) (all of the foregoing trademarks, trademark registrations, service marks, service mark registrations, tradenames and applications, together with the items described in clauses (i)-(v) are sometimes hereinafter individually and/or collectively referred to as the "**Trademarks**"); and

(e) Each Grantor's license agreements relating to or involving any of the trademarks, service marks, tradenames or other items described in subsection 3(d) with any other party, whether such Grantor is a licensor or licensee under any such license agreement, including without limitation, the licenses listed on Schedule C attached hereto and made a part hereof, and the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by such Grantor and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "**Trademark Licenses**").

4. Restrictions on Future Agreements. Each Grantor agrees that until the Obligations shall have been satisfied in full and the Commitments shall have been terminated, each Grantor will not, without Agent's prior written consent, enter into any agreement (for example, a license agreement) which is inconsistent with each Grantor's obligations under this Agreement, and each Grantor further agrees that it will not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would materially affect the validity or enforcement of the security interest conveyed to or rights of Agent under this Agreement.

5. New Patents, Trademarks, and Licenses. Each Grantor represents and warrants that the Patents, Trademarks, Patent Licenses, and Trademark Licenses, listed on Schedules A, B and C, respectively, constitute all of the issued patents, registered trademarks, registered service marks, applications and licenses now owned by such Grantor. If, before the Obligations shall

have been satisfied in full, any Grantor shall (i) obtain rights to any new patent, registered trademark, registered service mark, registered trade names or trademark licenses, or (ii) become entitled to the benefit of any patent, trademark or service mark application, trademark or service mark registration, license renewal, or patent for any reissue, division, continuation renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of Section 3 above shall automatically apply thereto and such Grantor shall execute and deliver to Agent within thirty (30) days thereafter written notice thereof. Each Grantor hereby authorizes Agent to modify this Agreement by amending Schedule A, B and/or C, as applicable, to include any future patents, patent applications, registered trademarks or service marks, trademark or service mark applications and licenses which are Patents, Trademarks, Patent Licenses or Trademark Licenses, as applicable, under Section 3 above or under this Section 5 (collectively "**Future Rights**"), it being acknowledged and agreed by each Grantor that the failure of Agent to so amend Schedule A, B and/or C shall not prevent Agent's security interest from extending to any such Future Right nor the perfection thereof. Each Grantor agrees to execute all documents necessary to record or preserve Agent's interest in all Patents, Trademarks, Patent Licenses or Trademark Licenses added to Schedules A, B or C pursuant to this Section 5.

6. Intent-to-Use Applications. Notwithstanding any provision of this Agreement, the applicable Uniform Commercial Code or any other agreement or law, in no event shall any party be required or permitted to assign, convey or transfer any trademark or service mark that is the subject of an application for registration under Section 1(b) of the Lanham Act (15 U.S.C. § 1051(b)), as amended, prior to the filing of the verified statement of use under Section 1(d) of the Lanham Act (15 U.S.C. § 1051(d)), as amended.

7. Royalties. Each Grantor hereby agrees that the rights to use by Agent of each Patent, Patent License, Trademark and Trademark License as described above shall be coextensive with Grantor's rights to use such Patent, Patent License, Trademark or Trademark License and without any liability for royalties or other related charges from Agent to Grantor.

8. Nature of Interest; Term. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Patents, Patent Licenses, Trademarks and Trademark Licenses and shall remain in full force and effect until Obligations have been paid and performed in full and the Commitments have been terminated. At such time, the security interest granted to Agent hereunder shall also terminate.

9. Quality Control. During the existence of an Event of Default, each Grantor agrees that Agent or a conservator appointed by Agent, shall have the right to establish such reasonable additional product quality controls as Agent or such conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by such Grantor under the Trademarks or the Trademark Licenses. Each Grantor agrees (i) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with the quality of said products as of the date hereof, and (ii) not to reduce the quality of such products in any material respect without the prior written consent of Agent.

10. Duties of Grantors. Each Grantor shall have the duty, to the extent desirable in the normal conduct of such Grantor's business and consistent with such Grantor's current

business practices and exercise of commercially reasonable discretion: (i) to prosecute diligently any patent applications, trademark applications or registrations or service mark applications or registrations, (ii) to make application on such unpatented but patentable inventions, applications for trademarks and service marks, and (iii) to take reasonable steps to preserve and maintain all of such Grantor's rights in the Patents and patent applications, and Trademarks and trademark and service mark applications and registrations. Any expenses incurred in connection with the foregoing shall be borne by such Grantor. No Grantor shall abandon any right to file a patent application or any pending patent application or patent, or trademark or service mark which is the subject of a registered trademark, service mark or application therefor and which is or shall be necessary or economically desirable in a material way in the operation of such Grantor's business. Each Grantor agrees to retain an experienced patent and trademark attorney reasonably acceptable to Agent for the filing and prosecution of all such applications and other proceedings. Agent shall have no duty with respect to the Patents or Patent Licenses or Trademarks or Trademark Licenses. Without limiting the generality of the foregoing, Agent shall be under no obligation to take any steps necessary to preserve rights in the Patents, Patent Licenses, Trademarks and Trademark Licenses against any other parties, but may do so at Agent's option during the continuance of an Event of Default, and all expenses incurred in connection therewith shall be for the sole account of the Grantors and added to the Obligations secured hereby.

11. Agent's Right to Sue. At any time after the occurrence and during the continuance of any Event of Default, Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patent Licenses, Trademark Licenses, Trademarks and Patents and, if Agent shall commence any such suit, each Grantor shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents reasonably required by Agent in aid of such enforcement and each Grantor shall promptly, upon demand, reimburse and indemnify Agent for all reasonable costs and expenses incurred by Agent in the exercise of its rights under this Section 11.

12. Agent's Exercise of Rights and Remedies Upon Default. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that during the existence of any Event of Default, Agent may exercise any of the rights and remedies provided in this Agreement, the Loan Documents and applicable law. Without limiting the generality of the foregoing, each Grantor acknowledges and agrees that (i) the Patents, Patent Licenses, Trademarks and Trademark Licenses comprise a portion of the Collateral and Agent shall have the right to exercise its rights under the Loan Documents and applicable with respect to the Patents, Patent Licenses, Trademarks and Trademark Licenses to the same extent as with respect to all other items of Collateral described therein, and (ii) during the existence of any Event of Default, Agent or its nominee may use the Patents, Patent Licenses, Trademarks and Trademark Licenses to complete the manufacture of, assemble, package, distribute, prepare for sale and sell the Inventory, or for any other purpose in connection with the conduct of such Grantor's business. Any proceeds of any of the Collateral may be applied by Agent to the payment of the Obligations in the order set forth in the Loan Agreement.

13. Cumulative Remedies; Power of Attorney. All of Agent's rights and remedies with respect to the Patents, Patent Licenses, Trademarks and Trademark Licenses, whether established hereby, by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. Each Grantor hereby irrevocably appoints Agent, during the

existence of any Event of Default, as such Grantor's attorney-in-fact, with full authority in the place and stead of such Grantor and in the name of such Grantor or otherwise to carry out the acts described below. During the existence of any Event of Default, each Grantor hereby authorizes Agent to, in its sole discretion, (i) endorse such Grantor's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the Patents, Patent Licenses, Trademarks and Trademark Licenses, (ii) take any other actions with respect to the Patents, Patent Licenses, Trademarks and Trademark Licenses as Agent reasonably deems are in its best interest, (iii) grant or issue any exclusive or nonexclusive license under the Patents and Trademarks to anyone on commercially reasonable terms, and (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents and Trademarks to anyone on commercially reasonable terms. Agent shall take no action pursuant to clauses (i), (ii), (iii) or (iv) of this Section 13 in respect of the Trademarks without taking like action with respect to the entire goodwill of each Grantor's business connected with the use of, and symbolized by, such Trademarks. Each Grantor hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until this Agreement shall have been terminated pursuant to Section 8 hereof. Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any applicable jurisdiction.

14. Notice. Any notice required or permitted to be given under this Agreement shall be sent as specified in the Loan Agreement.

15. Waivers. No course of dealing between any Grantor and Agent, nor any failure to exercise, nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

16. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

17. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

18. Cumulative Remedies; Effect on Loan Agreement. All of Agent's rights and remedies with respect to the Patents, Trademarks, Patent Licenses and Trademark Licenses, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Each Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Agent under the Loan Agreement or any other Loan Document but rather is intended to facilitate the exercise of such rights and remedies.

19. Binding Effect; Benefits. This Agreement shall be binding upon each Grantor and its respective successors and assigns, and shall inure to the benefit of Agent, its nominees and assigns; provided that, each Grantor may not assign any right or obligation under this Agreement or the other Loan Documents without the prior written consent of Agent.

20. Right of Recordal of Security Interest. Agent shall have the right, but not the obligation, at the expense of Grantors, to record this Agreement in the United States Patent and Trademark Office and with such other recording authorities deemed reasonable and proper by Agent. Upon satisfaction in full of the Obligations and termination of the Commitments, Grantors shall have the right to effect recordal of such satisfaction and termination at the expense of Grantors in the United States Patent and Trademark Office and with such other recording authorities deemed reasonable and proper by Grantors. Agent and Grantors shall cooperate to effect all such recordals hereunder.

21. Counterparts. This Agreement may be executed in any number of counterparts, which shall, collectively and separately, constitute one agreement. Each of the parties agrees that a signature transmitted to the other parties or their respective counsel by facsimile or electronic transmission of a portable document file (also known as a .pdf file) transmission shall be as effective to bind the party whose signature was transmitted as a duly executed and delivered original. Each party further agrees to promptly deliver its original signature pages to this Agreement to counsel for the other parties promptly following execution, but any failure to do so shall not affect the binding effect of such signature.

Signature Page to Patent, Trademark and License Agreement

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first set forth above.

GRANTORS:

**COSMETIC LABORATORIES OF
AMERICA, LLC**, a Delaware limited liability
company

By: 

Name: Clayton Bodek

Title: President

CHICAGO/#2269505

PATENT
REEL: 027591 FRAME: 0459

Signature Page to Patent, Trademark and License Agreement

Agreed and Accepted as of the date first set forth above.

AGENT:

MB FINANCIAL BANK, N.A., as Agent

By: _____

Joseph Sheils

Senior Vice President/Division Manager

CHICAGO/#2269505

PATENT

REEL: 027591 FRAME: 0460

SCHEDULE A

Patents and Patent Applications

Patents

Leydig Ref:	Title	County	Application No.	Filing Date	Patent No.	Issue Date
704673/US	Cosmetic Product	US	29/339,357	29-Jun-2009	D612,537	23-Mar-2010
704678/US	Cosmetic Product	US	29/339,365	29-Jun-2009	D612,099	16-Mar-2010
704674/US	Cosmetic Product	US	29/339,360	29-Jun-2009	D612,096	16-Mar-2010
704993/US	Cosmetic Product	US	29/341,091	30-Jul-2009	D612,987	30-Mar-2010
704675/US	Cosmetic Product	US	29/339,361	29-Jun-2009	D612,097	16-Mar-2010
704676/US	Cosmetic Product	US	29/339,363	29-Jun-2009	D612,098	16-Mar-2010
704679/US	Cosmetic Product	US	29/339,366	29-Jun-2009	D612,100	16-Mar-2010
704992/US	Cosmetic Product	US	29/341,089	30-Jul-2009	D612,986	30-Mar-2010
704680/US	Cosmetic Product	US	29/339,367	29-Jun-2009	D612,101	16-Mar-2010
704681/US	Cosmetic Product	US	29/339,369	29-Jun-2009	D612,984	30-Mar-2010
704682/US	Cosmetic Product	US	29/339,373	29-Jun-2009	D612,538	23-Mar-2010
704995/US	Cosmetic Product	US	29/341,099	30-Jul-2009	D612,989	30-Mar-2010
704991/US	Cosmetic Product	US	29/341,088	30-Jul-2009	D612,985	30-Mar-2010
704994/US	Cosmetic Product	US	29/341,097	30-Jul-2009	D612,988	30-Mar-2010
705163/US	Cosmetic Product	US	29/342,314	21-Aug-2009	D612,539	23-Mar-2010
209188/US	Pigmented Cosmetic Composition and Methods Related Thereto	US	60/270,047	20-Feb-2001	Expired	
214967/US	Pigmented Cosmetic Composition and Methods Related Thereto CLA	US	10/047,817	15-Jan-2002	7,455,847	25-Nov-2008

Patent Applications


TITLE	COUNTRY	APPLICATION NO.
Cosmetic Product in a Container	Canada	133,528
Cosmetic Product in a Container	Canada	141,656
Cosmetic Product in a Container	Canada	141,654

Cosmetic Product in a Container	Canada	141,655
Cosmetic Product in a Container	Canada	133,532
Cosmetic Product in a Container	Canada	141,668
Cosmetic Product in a Container	Canada	141,664
Cosmetic Product in a Container	Canada	141,663
Cosmetic Product in a Container	Canada	133,530
Cosmetic Product in a Container	Canada	141,665
Cosmetic Product in a Container	Canada	141,658
Cosmetic Product in a Container	Canada	141,666
Cosmetic Product in a Container	Canada	133,529
Cosmetic Product in a Container	Canada	141,659
Cosmetic Product in a Container	Canada	141,660
Cosmetic Product in a Container	Canada	141,661
Cosmetic Product in a Container	Canada	133,524
Cosmetic Product in a Container	Canada	141,662
Cosmetic Product in a Container	Canada	133,531
Cosmetic Product in a Container	Canada	137,451
Cosmetic Product in a Container	Canada	137,452
Cosmetic Product in a Container	Canada	137,453
Cosmetic Product in a Container	Canada	137,454
Cosmetic Product in a Container	Canada	137,455
Cosmetic Product in a Container	Canada	133,525
Cosmetic Product in a Container	Canada	133,527
Cosmetic Product in a Container	Canada	141,667
Cosmetic Product in a Container	Canada	141,657

SCHEDULE B

**Trademarks, Trademark Registrations and Applications,
Service Marks, Service Mark Registrations and Applications,
and Tradenames**

Registered Trademarks

Trademark/Service Mark	Country	Registration/Application No.
ApHOGEE	US	1,144,631
ApHOGEE	Canada	TMA444,261
	Canada	TMA790,094
APHOGEE	Colombia	332,535
ApHOGEE	Ireland	148,238
ApHOGEE	Mexico	530,543
ApHOGEE	Nigeria	58,004
ApHOGEE	United Kingdom	1,506,467
ApHOGEE	Venezuela	2006-027469

Tradenames

Borrower	Trade Names/Common Law Marks
Cosmetic Laboratories of America, LLC	Cosmetic Laboratories of America; CLA

SCHEDULE C

Licenses

Intellectual Property Licenses are included in each of the following agreements:

1. Manufacturing and Supply Agreement by and between Cosmetic Laboratories of America, a division of St. Ives Laboratories, Inc., and Nu Skin International, Inc., dated December 1, 1997, as amended by Amendment #1, dated October 1, 2002, Amendment #2, dated March 21, 2011, Amendment #3 dated July 20, 2011 and Amendment #4 dated September 30, 2011.
2. Domestic Master Sourcing Agreement by and between Limited Distribution Services, Inc., solely in its capacity as a duly authorized representative of Bath & Body Works, Inc., and Cosmetic Laboratories of America, a division of St. Ives Laboratories, Inc., dated September 27, 2000, as amended by a Letter Agreement dated August 31, 2006, as further amended by a Letter Agreement dated October 8, 2010.
3. Product Development and Manufacturing Agreement by and between Guthy-Renker Corporation and Cosmetic Laboratories of America, a division of St. Ives Laboratories, Inc., dated January 24, 2008.
4. Product Development and Manufacturing Agreement by and between Jurlique Group of Companies (including Jurlique International PTY Ltd., Jurlique PTY Ltd. and J&J Franchise Pty Ltd.) and Cosmetic Laboratories of America, a division of St. Ives Laboratories Inc., dated July 20, 2010, as amended by Addendum No. 1, dated May 31, 2011.
5. Domestic Master Sourcing Agreement by and between Limited Logistics Services, Inc., solely in its capacity as an authorized representative of Intimate Beauty Corporation d/b/a Victoria's Secret Beauty, and Cosmetic Laboratories of America, dated September 10, 2001, as amended by a Letter Agreement dated October 8, 2010.
6. Formula Development Agreement, by and between Sally Beauty Supply LLC, and Cosmetic Laboratories of America, a division of St. Ives Laboratories, Inc., dated March 23, 2009.
7. Manufacturing Agreement between XanGo, LLC and Cosmetic Laboratories of America, a division of St. Ives Laboratories, Inc., dated May 1, 2008.
8. Custom Manufacturing Agreement between Idelle Labs and Cosmetic Laboratories of America, a division of St. Ives Laboratories, Inc., dated September 29, 2003, as amended by Amendment #1, dated April 11, 2008.