

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement (Second Lien)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Philosophy, Inc.		03/16/2007	CORPORATION: ARIZONA

RECEIVING PARTY DATA

Name:	Wachovia Bank, National Association
Street Address:	201 South College St.
Internal Address:	8th Floor
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28288-0680
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Serial Number:	78778212	THE BATHROOM
Serial Number:	78778219	THE BEDROOM
Serial Number:	78778245	THE BORED ROOM
Serial Number:	78778189	THE CLASS ROOM
Serial Number:	78778016	THE FAMILY ROOM
Serial Number:	78778163	THE GREEN ROOM
Serial Number:	78778250	THE LAUNDRY ROOM
Serial Number:	78778026	THE LIVING ROOM
Serial Number:	78778155	THE PLAY ROOM
Serial Number:	78778230	THE POOL ROOM
Serial Number:	78778177	THE SHOW ROOM
Serial Number:	78795569	TANGERINE MILK
Serial Number:	78778199	THE WAITING ROOM

OP \$340.00 78778212

CORRESPONDENCE DATA

Fax Number: (704)353-3698
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 704 331 5792
Email: dmillard@kennedycovington.com
Correspondent Name: Karl S. Sawyer, Jr.
Address Line 1: 214 N Tryon St., Hearst Tower, 47th Fl.
Address Line 2: Kennedy Covington Lobdell & Hickman, LLP
Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	13567.154 PHILOSOPHY, INC
NAME OF SUBMITTER:	Karl S. Sawyer, Jr.
Signature:	/Karl S. Sawyer, Jr./
Date:	04/11/2007

Total Attachments: 5
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**TRADEMARK SECURITY AGREEMENT
(SECOND LIEN)**

Trademark Security Agreement (this "Agreement") dated as of March 16, 2007 by and between PHILOSOPHY, INC., an Arizona corporation (the "Grantor"), having its chief executive office at 3809 E. Watkins Street, Phoenix, Arizona 85034 and WACHOVIA BANK, NATIONAL ASSOCIATION, as Collateral Agent (the "Collateral Agent"), with offices at 201 South College Street, 8th Floor, Charlotte, North Carolina 28288-0680, for the ratable benefit of the Secured Parties.

This Agreement is executed pursuant to the terms of (a) the Second Lien Credit Agreement dated as of March 16, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among Philosophy Mezzanine Corp., a Delaware corporation, Biotech Acquisition Sub, Inc., a Delaware corporation (which name will be changed to BioTech Research Labs, Inc. on the Closing Date), Philosophy Merger Sub, Inc., an Arizona corporation, Philosophy, Inc., an Arizona corporation, OCM Mezzanine Fund II Holdings, L.P., as initial lender and administrative agent (the "Administrative Agent") and the several banks and other financial institutions or entities from time to time parties thereto, as lenders and (b) the Second Lien Guarantee and Collateral Agreement dated as of March 16, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement") executed by the Loan Parties in favor of the Collateral Agent, for the ratable benefit of the Secured Parties. Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Credit Agreement or the Guarantee and Collateral Agreement, as applicable.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

- (i) all Trademarks and all of the goodwill associated therewith (excluding trademark applications for which the Grantor has not filed under any Requirement of Law a verified statement of use), including, without limitation, each Trademark listed on Schedule A;
- (ii) each Trademark License, including, without limitation, each Trademark License listed on Schedule B;
- (iii) all rights to sue at law or in equity for any past, present or future infringement or impairment of any Trademark, including, without limitation, any Trademark listed on Schedule A or under any Trademark licensed under any Trademark License including, without limitation, any Trademark License listed on Schedule B; and
- (iv) all proceeds and damages of the foregoing.

The rights and remedies of the Collateral Agent with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Guarantee and Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the 13th day of March, 2007.

PHILOSOPHY, INC., as Grantor

By: [Signature]
Name: Mark Harshbarger
Title: COO / CFO

ACKNOWLEDGMENT

STATE OF Arizona
COUNTY OF Maricopa

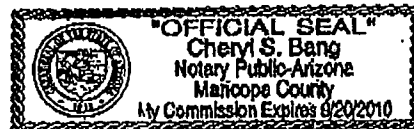
I, Cheryl S. Bang, a Notary Public for said County and State, do hereby certify that Mark Harshbarger personally appeared before me this day and stated that (s)he is COO / CFO of Philosophy, Inc. and acknowledged, on behalf of Philosophy, Inc. the due execution of the foregoing instrument.

Witness my hand and official seal, this 13th day of March, 2007.

Cheryl S. Bang
Notary Public

My commission expires:

9/20/2010



[Signature Pages Continue]

[Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 003520 FRAME: 0296

Agreed and Accepted as of the 16th day of
March, 2007.

WACHOVIA BANK, NATIONAL ASSOCIATION,
as Collateral Agent

By: Ronald F. Bentien, Jr.
Name: Ronald F. Bentien, Jr.
Title: Director

**Schedule A to Trademark Security Agreement
Trademarks**

Pending Marks – United States Owner: philosophy, inc.	
Mark	Filing Date / SN
The Bathroom	12/21/05 78/778212
The Bedroom	12/21/05 78/778219
The Bored Room	12/21/05 78/778245
The Class Room	12/21/05 78/778189
The Family Room	12/21/05 78/778016
The Green Room	12/21/05 78/778163
The Laundry Room	12/21/05 78/778250
The Living Room	12/21/05 78/778026
The Play Room	12/21/05 78/778155
The Pool Room	12/21/05 78/778230
The Show Room	12/21/05 78/778177
Tangerine Milk	1/20/06 78/795569
The Waiting Room	12/21/05 78/778199

Schedule B to Trademark Security Agreement

LICENSED TRADEMARKS – United States

Word Mark	Serial #	Filing Date
The Art of Grace	78/529690	12/9/2004
The Art of Grace	78/529696	12/9/2004
The Art of Grace	78/942884	8/2/2006
The Art of Grace	78/529702	12/9/2004
The Art of Grace	78/594025	3/24/2005