

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Arbonne International, Inc.		11/24/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Canadian Imperial Bank of Commerce, as Administrative Agent
Street Address:	425 Lexington Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Canadian-chartered bank acting through New York agent:

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	2594925	INNER G-PLEX
Registration Number:	1951526	ARBONNE BIO-NUTRIA
Registration Number:	1976702	BIO-MATTE
Registration Number:	2346124	NUTRIMINC
Registration Number:	2298969	GLORIOUS
Registration Number:	2098295	PUR ACTIVES
Registration Number:	2100274	POC
Registration Number:	2096008	ARBONNE SKIN FITNESS
Registration Number:	1770981	ARBONNE
Registration Number:	1377809	AMIREE
Registration Number:	1773986	BIO-HYDRIA
Registration Number:	2860312	TRIPLE SHIELD ECHINACEA
Serial Number:	78326332	RE9
Serial Number:	78325797	ARBONNE INTERNATIONAL
Serial Number:	78396276	ARBONNE

OP \$415.00 2594925

Serial Number:

78336703

FIGURE EIGHT WEIGHT LOSS PROGRAM

CORRESPONDENCE DATA

Fax Number: (212)455-2502

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (212) 455-7698

Email: LLevy@stblaw.com

Correspondent Name: Mark Solomon, Esq.

Address Line 1: Simpson Thacher & Bartlett LLP

Address Line 2: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:

015571/0408

NAME OF SUBMITTER:

Lea B. Levy

Total Attachments: 7

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GRANT OF
SECURITY INTEREST IN U.S. TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN U.S. TRADEMARK RIGHTS ("Agreement"), dated as of November 24, 2004, is made by ARBONNE INTERNATIONAL, INC., a Delaware corporation (the "Grantor"), in favor of CANADIAN IMPERIAL BANK OF COMMERCE, as Administrative Agent (the "Agent") for the banks and other financial institutions or entities (the "Lenders") from time to time parties to the Credit Agreement, dated as of November 24, 2004 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among LEVLAD INTERMEDIATE HOLDCO, INC., a Delaware corporation, ARBONNE INTERMEDIATE HOLDCO, INC., a Delaware corporation, LEVLAD, INC., a California corporation ("Levlad") and Grantor (together with Levlad, the "Borrowers"), the Lenders and the Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrowers, including the Grantor, upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrowers executed and delivered a Guarantee and Collateral Agreement, dated as of November 24, 2004, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrowers pursuant to the Credit Agreement, Grantor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

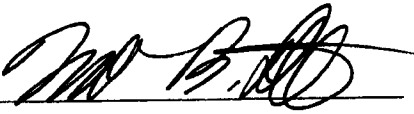
SECTION 2. Grant of Security Interest. Grantor hereby pledges and grants a continuing security interest in the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Agent for the benefit of the Agent and the Lenders to secure the prompt and complete payment and performance when due of such Grantor's Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect until expiration or termination thereof in accordance with its terms.

SECTION 4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between the terms and conditions of this Agreement and the terms and conditions of the Guarantee and Collateral Agreement, the Guarantee and Collateral Agreement shall prevail.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ARBONNE INTERNATIONAL, INC.

By: 
Name:
Title:

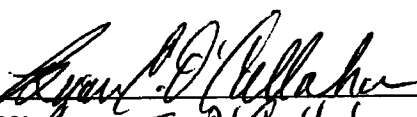
SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective duly authorized signatories as of the day and year first above written.

ARBONNE INTERNATIONAL, INC.

By: _____
Name:
Title:

CANADIAN IMPERIAL BANK OF COMMERCE
as Administrative Agent for the Lenders

By: 
Name: Brian E. O'Callahan
Title: Managing Director

STATE OF New York)
) ss
COUNTY OF New York)

On the 24 day of November 24, 2004, before me personally came Michael DeFlorio, who is personally known to me to be the Vice President of Arbonne International, Inc., a Delaware corporation; who, being duly sworn, did depose and say that she/he is the Vice President in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

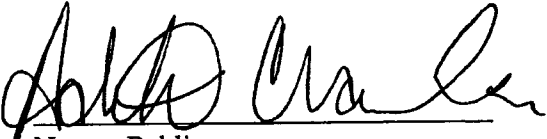
(PLACE STAMP AND SEAL ABOVE)

ADITI CHAWLA
Notary Public, State of New York
No. 01-CH609794G
Qualified in New York County
Commission Expires Sept. 2, 2007

STATE OF New York)
) ss

COUNTY OF New York

On the 24 day of November 2004, before me personally came Brian E. O'Callahan, who is personally known to me to be the Managing Director of Canadian Imperial Bank of Commerce, a Canadian entity, who, being duly sworn, did depose and say that she/he is the Managing Director in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the management entity of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

(PLACE STAMP AND SEAL ABOVE)

ADITI CHAWLA
Notary Public, State of New York
No. 01-CH6097946
Qualified in New York County
Commission Expires Sept. 2, 2007

SCHEDULE A

U.S. Trademark Registration

<u>Trademark</u>	<u>Registration Number</u>
INNER G-PLEX	2,594,925
ARBONNE BIO-NUTRIA	1,951,526
BIO-MATTE	1,976,702
NUTRIMINC	2,346,124
GLORIOUS	2,298,969
PUR ACTIVES	2,098,295
POC	2,100,274
ARBONNE SKIN FITNESS	2,096,008
ARBONNE	1,770,981
AMREE	1,377,809
BIO-HYDRIA	1,773,986
TRIPLE SHIELD ECHINACEA	2,860,312

U.S. Trademark Applications

<u>Trademark</u>	<u>Serial Number</u>
RE9	78/326,332
ARBONNE INTERNATIONAL	78/325,797
ARBONNE	78/396,276
FIGURE EIGHT WEIGHT LOSS PROGRAM	78/336,703

015571-0408-10853-NY03.2399774.3