

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
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| NATURE OF CONVEYANCE: | SECURITY INTEREST |
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| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Levlad, Inc. | | 11/24/2004 | CORPORATION: CALIFORNIA |

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| 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: 27 | | |
|----------------------------|----------|------------------------------------|
| Property Type | Number | Word Mark |
| Serial Number: | 76185455 | ORGANIC THERAPY |
| Serial Number: | 76318204 | BEAUTY SPLENDOR |
| Serial Number: | 76488883 | SILABOND |
| Serial Number: | 76568095 | NATURE'S GATE CLASSICS |
| Serial Number: | 76586325 | NATURE'S GATE ORGANICS FRUIT BLEND |
| Serial Number: | 76606350 | FORGET YOUR LINES |
| Serial Number: | 76606355 | HAVE A VINE DAY |
| Serial Number: | 76607207 | C FOR YOURSELF |
| Serial Number: | 76607209 | LIGHT SWITCH |
| Serial Number: | 76607210 | OH WHAT A NIGHT |
| Serial Number: | 78366389 | NATURE'S GATE ORGANIC THERAPY |
| Registration Number: | 1166898 | NATURE'S GATE |
| Registration Number: | 1289681 | ALOEGEN |
| Registration Number: | 1744210 | PETAL FRESH |
| Registration Number: | 1811785 | BATH MOODS |

OP \$690.00 76185455

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| Registration Number: | 1929299 | NO ANIMAL TESTING |
| Registration Number: | 1961879 | ZAP |
| Registration Number: | 1980339 | SPRINGBROOK |
| Registration Number: | 1997582 | SILLY VANILLY |
| Registration Number: | 2014565 | FOREST PURE |
| Registration Number: | 2179434 | FACIAL POLISH |
| Registration Number: | 2232954 | AQUABLOCK |
| Registration Number: | 2352651 | DAILY SKIN CARE THAT CARES |
| Registration Number: | 2473839 | DEODORMINT |
| Registration Number: | 2500672 | SAVE FACE |
| Registration Number: | 2743235 | NATURE'S GATE ORGANICS |
| Registration Number: | 2893961 | ORGANIC SPA COLLECTION |

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

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|-------------------------|-------------|
| 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 LEVLAD, INC., a California 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, ARBONNE INTERNATIONAL, INC., a Delaware corporation ("Arbonne") and Grantor (together with Arbonne, 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.

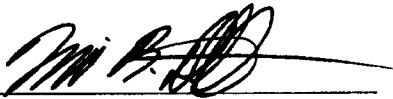
SECTION 2. Grant of Security Interest. Grantor hereby pledges and grants a continuing security interest in the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Agent for the benefit of the Agent and the Lenders to secure the prompt and complete payment and performance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

LEVLAD, INC.

By: 
Name: Michael B. DeFlorio
Title: Chairman of the Board.

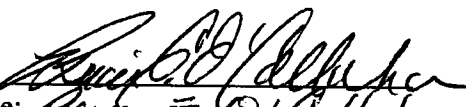
SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

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.

LEVLAD, 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)
COUNTY OF New York) ss

On the 24 day of November 24, 2004, before me personally came Michael DeFlorio, who is personally known to me to be the Chairman of the Board of Levlad, Inc., a California corporation; who, being duly sworn, did depose and say that she/he is the Chairman of the Board 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-CH6097946
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 3, 2007

SCHEDULE A

U.S. Trademark Applications

| <u>Trademark</u> | <u>Serial Number</u> |
|-----------------------------------|----------------------|
| ORGANIC THERAPY | 76/185,455 |
| BEAUTY SPLENDOR | 76/318,204 |
| SILABOND | 76/488,883 |
| NATURE'S GATE CLASSICS | 76/568,095 |
| NATURE'S GATE ORGANIC FRUIT BLEND | 76/586,325 |
| FORGET YOUR LINES | 76/606,350 |
| HAVE A VINE DAY | 76/606,355 |
| C FOR YOURSELF | 76/607,207 |
| LIGHT SWITCH | 76/607,209 |
| OH WHAT A NIGHT | 76/607,210 |
| NATURE'S GATE ORGANIC THERAPY | 78/366,389 |

U.S. Trademark Registrations

| <u>Trademark</u> | <u>Registration Number</u> |
|------------------------------|----------------------------|
| NATURE'S GATE AND DESIGN | 1,166,898 |
| ALOEGEN | 1,289,681 |
| PETAL FRESH | 1,744,210 |
| BATH MOODS | 1,811,785 |
| NO ANIMAL TESTING AND DESIGN | 1,929,299 |
| ZAP | 1,961,879 |
| SPRINGBROOK | 1,980,339 |
| SILLY VANILLY | 1,997,582 |
| FOREST PURE | 2,014,565 |
| FACIAL POLISH | 2,179,434 |
| AQUABLOCK | 2,232,954 |
| DAILY SKIN CARE THAT CARES | 2,352,651 |
| DEODORMINT | 2,473,839 |
| SAVE FACE AND DESIGN | 2,500,672 |
| NATURE'S GATE ORGANICS | 2,743,235 |
| ORGANIC SPA COLLECTION | 2,893,961 |

015571-0408-10853-NY03.2399902.3