

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Innovative Brands, LLC		07/06/2006	LIMITED LIABILITY COMPANY: DELAWARE
Innovative Brands Holdings, LLC		07/06/2006	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Ableco Finance LLC, as Collateral Agent
Street Address:	299 Park Avenue, 23rd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10171
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	1189689	PERT
Registration Number:	0739170	PERT
Registration Number:	2363289	WASHING HAIR AND CHANGING MINDS
Registration Number:	1574237	PERT PLUS
Registration Number:	2760413	PERT PLUS FRESH

CORRESPONDENCE DATA

Fax Number: (213)996-3339
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2136836339
Email: claudiaimmerzeel@paulhastings.com
Correspondent Name: Paul Hastings Janofsky & Walker LLP
Address Line 1: 515 South Flower Street, 25th Floor
Address Line 4: Los Angeles, CALIFORNIA 90071

OP \$140.00 1189689

ATTORNEY DOCKET NUMBER:	45140.00164
NAME OF SUBMITTER:	Claudia R Immerzeel
Signature:	/Claudia R Immerzeel/
Date:	07/06/2006

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 6th day of July, 2006, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and ABLECO FINANCE LLC, a Delaware limited liability company ("Ableco"), in its capacity as collateral agent for the Lender Group (together with its successors and assigns, if any, in such capacity, "Collateral Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Financing Agreement, dated as of July 6, 2006 (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto the "Financing Agreement"), among INNOVATIVE BRANDS, LLC, a Delaware limited liability company, (the "Borrower"), INNOVATIVE BRANDS HOLDINGS, LLC, a Delaware limited liability company, (the "Parent"), the lenders from time to time party thereto (each a "Lender" and collectively, the "Lenders"), Collateral Agent and Ableco, as administrative agent for the Lenders (together with its successors, and assigns, if any, in such capacity "Administrative Agent" and together with the Collateral Agent, each an "Agent" and collectively, the "Agents"), the Lender Group is willing to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Financing Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Collateral Agent, for the benefit of Lender Group, that certain Security Agreement dated of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Collateral Agent, for the benefit of Lender Group, this Trademark Security Agreement; and

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Financing Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Collateral Agent, for the benefit of the Lender Group, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all reissues, continuations or extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(e) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. **SECURITY FOR OBLIGATIONS.** This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to any Agent, the Lender Group, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. **SECURITY AGREEMENT.** The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Collateral Agent, for the benefit of the Lender Group, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. **AUTHORIZATION TO SUPPLEMENT.** If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Collateral Agent with respect to any such new trademarks as provided in the Security Agreement. Without limiting Grantors' obligations under this Section 4, Grantors hereby authorize Collateral Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. **COUNTERPARTS.** This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. **CONSTRUCTION.** Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation," whether or not so expressly stated in each such instance. The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or other document herein shall be construed as referring to such agreement, instrument, other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such alterations, amendments, changes, extensions, or modifications set forth herein. The word "will" shall be construed to have the same meaning and effect as the word "shall." Unless the context requires otherwise, the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities,

accounts and contract rights. References in this Trademark Security Agreement to "determination" by any Agent estimates honestly made by such Agent (in the case of quantitative determinations). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Secured Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Secured Obligations other than unasserted contingent indemnification Secured Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

NEW GRANTORS:

INNOVATIVE BRANDS, LLC,
a Delaware limited liability company

By: Innovative Brands Holdings, LLC, its Member

By: The Najafi Capital Group, Inc., its Manager

By: 
J. Jahan Najafi, President

INNOVATIVE BRANDS HOLDINGS, LLC,
a Delaware limited liability company

By: The Najafi Capital Group, Inc., its Manager

By: 
J. Jahan Najafi, President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

COLLATERAL AGENT:

ABLECO FINANCE LLC,
a Delaware limited liability company,
as Collateral Agent

By: _____
Name: Heaven Bender
Title: Special Counsel

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Owner	Country	Mark	Registration No.	Registration Date
Innovative Brands, LLC	Aruba	PERT	13366	July 14, 1989
Innovative Brands, LLC	Aruba	PERT PLUS	15601	March 10, 1992
Innovative Brands, LLC	Bahamas	PERT	22997	August 15, 2000
Innovative Brands, LLC	Bahamas	PERT PLUS	14932	December 6, 1991
Innovative Brands, LLC	Barbados	PERT	81-10367	June 28, 2001
Innovative Brands, LLC	Barbados	PERT PLUS	81-8533	January 28, 1992
Innovative Brands, LLC	Bermuda	PERT	32026	August 31, 2000
Innovative Brands, LLC	Bermuda	PERT PLUS	21856	September 15, 1992
Innovative Brands, LLC	Canada	PERT	TMA435,827	November 18, 1994
Innovative Brands, LLC	Canada	PERT	TMA435,826	November 18, 1994
Innovative Brands,	Canada	PERT	TMA260,365	June 26, 1981

LLC				
Innovative Brands, LLC	Canada	PERT	TMA123,960	October 13, 1961
Innovative Brands, LLC	Canada	PERT PLUS	TMA379,417	February 1, 1991
Innovative Brands, LLC	Canada	PERT PLUS	TMA390,319	November 15, 1991
Innovative Brands, LLC	Canada	PERT PLUS FOR KIDS (& Device)	TMA436,910	December 9, 1994
Innovative Brands, LLC	Canada	PERT PLUS FRESH	TMA604,274	March 5, 2004
Innovative Brands, LLC	Canada	PRET	TMA266,896	February 26, 1982
Innovative Brands, LLC	Canada	PRET	TMA258,649	May 8, 1981
Innovative Brands, LLC	Canada	PRET PLUS	TMA377,397	December 14, 1990
Innovative Brands, LLC	Canada	PRET PLUS POUR ENFANTS Design	TMA436,616	December 2, 1994
Innovative Brands, LLC	Cuba	PERT PLUS (& Device 95)	130455	January 22, 2001
Innovative Brands, LLC	Dominican Republic	PERT	116360	December 15, 2000

Innovative Brands, LLC	Dominican Republic	PERT PLUS	49792	October 16, 1990
Innovative Brands, LLC	Haiti	PERT	243-128	April 30, 2001
Innovative Brands, LLC	Haiti	PERT PLUS	443-93	September 1, 1992
Innovative Brands, LLC	Jamaica	PERT PLUS	24433	June 13, 1994
Innovative Brands, LLC	Netherlands Antilles	PERT	1872	November 9, 2000
Innovative Brands, LLC	Netherlands Antilles	PERT PLUS	1873	June 8, 1992
Innovative Brands, LLC	Trinidad & Tobago	PERT	31046	February 22, 2002
Innovative Brands, LLC	Trinidad & Tobago	PERT PLUS	20333	March 7, 1995
Innovative Brands, LLC	United States of America	PERT	1,189,689	February 16, 1982
Innovative Brands, LLC	United States of America	PERT	739,170	October 9, 1962
Innovative Brands, LLC	United States of America	PERT (Slogan 98)	2,363,289	June 27, 2000
Innovative Brands,	United States of	PERT PLUS	1,574,237	January 2, 1990

LLC	America			
Innovative Brands, LLC	United States of America	PERT PLUS FRESH	2,760,413	September 2, 2003
Innovative Brands, LLC	Cayman Islands	PERT	B721702	March 14, 2002

Trade Names

None.

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Trademark Licenses

None.