

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
MANDARA SPA LLC		11/02/2009	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	SUNTRUST BANK		
Street Address:	303 Peachtree Street, NE		
Internal Address:	3rd Floor		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30308		
Entity Type:	National Bank: GEORGIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2925511	MANDARA	
Registration Number:	2257550	MANDARA SPA	
CORRESPONDENCE DATA			
Fax Number:	(704)444-1111		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	704 444 1000		
Email:	marie.poveromo@alston.com		
Correspondent Name:	David K. Jacobs		
Address Line 1:	101 S. Tryon St.		
Address Line 2:	Bank of America Plaza, STE 4000		
Address Line 4:	Charlotte, NORTH CAROLINA 28280-4000		
NAME OF SUBMITTER:	David K. Jacobs		
Signature:	/David K. Jacobs/		

OP \$65.00 2925511

900147081

**TRADEMARK
 REEL: 004092 FRAME: 0439**

Date:

11/06/2009

Total Attachments: 5

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GRANT OF SECURITY INTEREST
PATENTS AND TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, MANDARA SPA LLC, a Delaware limited liability company (the "Grantor"), with principal offices at 770 South Dixie Highway, Suite 200, Coral Gables, Florida 33146, hereby assigns and grants to SUNTRUST BANK, as Administrative Agent (the "Grantee") with principal offices at 303 Peachtree Street, NE, 3rd Floor, Atlanta, Georgia 30308, a security interest in (i) all of the Grantor's right, title and interest in and to the trademarks, trademark registrations, trademark applications and trademark licenses (the "Marks") set forth on Schedule A attached hereto and all reissues, extensions or renewals thereof; (ii) all of the Grantor's right, title and interest in and to the patents, patent applications and patent licenses (the "Patents") set forth on Schedule B attached hereto and all reissues, continuations, continuations-in-part and extensions thereof, in each case together with (iii) all Proceeds (as such term is defined in the Guaranty and Security Agreement referred to below) of the Marks and Patents, (iv) the goodwill of the businesses with which the Marks are associated, and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same.

THIS GRANT OF SECURITY INTEREST (this "Grant"), is made to secure the satisfactory performance and payment of all the "Secured Obligations" of the Grantor, as such term is defined in the Guaranty and Security Agreement among Grantor, the other grantors from time to time party thereto and the Grantee, dated as of November 2, 2009 (as the same may be amended, restated, modified and/or supplemented from time to time, the "Guaranty and Security Agreement").

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Guaranty and Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guaranty and Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Guaranty and Security Agreement, the provisions of the Guaranty and Security Agreement shall govern. This Grant may be executed in counterparts.

This Grant shall be governed by the laws of the State of New York (without giving effect to the conflict of law principles thereof).

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date referenced above.

MANDARA SPA LLC, as Grantor

By: [Signature]
Name: Stephen Lazarus
Title: Senior Vice President and Chief Financial Officer

STATE OF Florida,
COUNTY OF Miami ss.:

On this 29 day of Oct, 2009, before me personally came Stephen Lazarus who, being by me duly sworn, did state as follows: that he is the Senior Vice President and Chief Financial Officer of MANDARA SPA LLC, that he is authorized to execute the foregoing Grant on behalf of said Limited Liability Company and that he did so by authority of the Board of Directors of said Limited Liability Company.

[Signature]
Notary Public

NOTARY PUBLIC-STATE OF FLORIDA
Dorothy A. Reno
Commission #DD728534
Expires: JAN. 09, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

Signature Page
to
Mandara Spa LLC
Patent/Trademark Security Agreement

LEGAL02/31555437

SCHEDULE A

ACTIVE

U.S. TRADEMARK AND SERVICE MARK REGISTRATIONS

MARK	Registration No.	Registration Date	Int. Class	Owner
MANDARA	2,925,511	02/08/05	3	Mandara Spa LLC
MANDARA SPA	2,257,550	06/29/99	42	Mandara Spa LLC

ACTIVE

FOREIGN TRADEMARK AND SERVICE MARK REGISTRATIONS

MARK	Country Name	Registration No.	Registration Date	Int. Class	Owner
MANDARA SPA	Mauritius	05005/2008	03/04/2008	3, 44	Mandara Spa LLC
MANDARA SPA	Mexico	621437	09/29/2003	44	Mandara Spa LLC

SCHEDULE B

REGISTERED PATENTS

<u>Patent</u>	<u>Patent Number</u>	<u>Issue Date</u>
N/A	N/A	N/A

PATENT APPLICATIONS

N/A

PATENT LICENSES

N/A