

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Grant of Security Interest in U.S. Trademark Rights

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Arbonne International, LLC		03/05/2010	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	General Electric Capital Corporation, as Collateral Agent
<b>Street Address:</b>	201 Meritt 7
<b>City:</b>	Norwalk
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06856
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 54**

Property Type	Number	Word Mark
Registration Number:	3439800	ABC ARBONNE BABY CARE
Registration Number:	3439801	ABC ARBONNE BABY CARE
Registration Number:	3145306	AIRD
Registration Number:	1770981	ARBONNE
Registration Number:	3218119	ARBONNE
Registration Number:	3159918	ARBONNE
Registration Number:	3529281	ARBONNE = RESULTADOS
Registration Number:	3529280	ARBONNE = RESULTS
Registration Number:	1951526	ARBONNE BIO-NUTRIA
Registration Number:	3514987	ARBONNE INTELLIGENCE
Registration Number:	3636061	ARBONNE INTELLIGENCE NOT-SO-BASIC
Registration Number:	3209723	ARBONNE INTELLIGENCE...NOT SO BASIC SKIN CARE
Registration Number:	3159813	ARBONNE INTERNATIONAL
Registration Number:	3209050	ARBONNE MEN'S GENDER SPECIFIC BLEND

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**TRADEMARK**  
**REEL: 004162 FRAME: 0627**

Registration Number:	3136995	ARBONNE NOW
Registration Number:	3173837	ARBONNE SMART NUTRITIONAL HYBRIDS
Registration Number:	3209051	ARBONNE WOMEN'S GENDER SPECIFIC BLEND
Registration Number:	1773986	BIO-HYDRIA
Registration Number:	1976702	BIO-MATTE
Registration Number:	2992396	BIO-NUTRIA
Registration Number:	3452663	AA
Registration Number:	3213067	CRITI-CALCIUM BLEND
Registration Number:	3426612	F.Y.I. ARBONNE
Registration Number:	3515032	F.Y.I. ARBONNE
Registration Number:	3426567	FIGURE 8
Registration Number:	3426566	FIGURE 8 VANISH
Registration Number:	3353695	FIGURE EIGHT 8 VANISH
Registration Number:	2991755	FIGURE EIGHT WEIGHT LOSS PROGRAM 8
Registration Number:	2594925	INNER G-PLEX
Registration Number:	3204563	MANDARIN CASHMERE
Registration Number:	3439802	NUTRIMEN C RE9
Registration Number:	3216351	NUTRIMENC
Registration Number:	3444358	NUTRIMIN C RE9
Registration Number:	2346124	NUTRIMINC
Registration Number:	3242484	PAMPERMINT
Registration Number:	3248491	PREP & PLUMP
Registration Number:	2982066	RE9
Registration Number:	3679754	RE9
Registration Number:	3570545	SEASOURCE DETOX SPA
Registration Number:	3570546	SEASOURCE DETOX SPA
Registration Number:	3249352	SKY FOR MEN
Registration Number:	2860312	TRIPLE SHIELD ECHINACEA
Registration Number:	3693209	VIRTUAL ILLUSION
Serial Number:	77899237	A
Serial Number:	77543015	DERMPLICIT
Serial Number:	77543019	DERMPLICIT
Serial Number:	77628859	FC5
Serial Number:	77628855	FC5
Serial Number:	77677993	RE9 ADVANCED

Serial Number:	77678000	RE9 ADVANCED
Serial Number:	77543022	REVELÂGE
Serial Number:	77543023	REVELÂGE
Serial Number:	77280404	SEASOURCE DETOX SPA
Serial Number:	77272590	SKINJECTIBLES

**CORRESPONDENCE DATA**

Fax Number: (212)836-6337  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Email: psomelofske@kayescholer.com  
 Correspondent Name: Paul J. Somelofske c/o Kaye Scholer LLP  
 Address Line 1: 425 Park Avenue  
 Address Line 2: 16-06  
 Address Line 4: New York, NEW YORK 10022-3598

ATTORNEY DOCKET NUMBER:	09798-0011
NAME OF SUBMITTER:	Paul J. Somelofske
Signature:	/Paul J. Somelofske/
Date:	03/08/2010

**Total Attachments: 10**

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## GRANT OF SECURITY INTEREST IN U.S. TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN U.S. TRADEMARK RIGHTS, dated as of March 5, 2010 (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), is made by ARBONNE INTERNATIONAL, LLC, a Delaware limited liability company ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, as Collateral Agent (the "Agent") for GENERAL ELECTRIC CAPITAL CORPORATION, as administrative agent (the "Administrative Agent"), and the banks and other financial institutions or entities (the "Lenders") from time to time parties to the Credit Agreement, dated as of March 5, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among NATURAL PRODUCTS GROUP, INC., ARBONNE INTERMEDIATE HOLDCO, INC., a Delaware corporation, LEVLAD, LLC, a Delaware limited liability company ("Levlad"), the Grantor (together with Arbonne, the "Borrowers"), the Lenders, the Agent and the Administrative Agent.

WHEREAS, pursuant to the Credit Agreement, the Lenders and the Issuing Lenders (as defined in the Credit Agreement) have severally agreed to make extensions of credit to the Borrowers, including the Grantor, upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Borrowers executed and delivered a Guarantee and Collateral Agreement, dated as of March 5, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), in favor of the Agent for the benefit of the Secured Parties;

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantor has granted a security interest in certain Collateral, including, without limitation, certain Intellectual Property, of the Grantor to the Agent for the benefit of the Secured Parties, and has agreed as a condition thereof to execute this Agreement for recording with the United States Patent and Trademark Office;

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

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders and Issuing Lenders to make extensions of credit to the Borrowers pursuant to the Credit Agreement, the Grantor hereby agrees, for the benefit of the Secured Parties, as follows:

SECTION 1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Guarantee and Collateral Agreement, and, if not therein defined, in the Credit Agreement.

SECTION 2. GRANT OF SECURITY INTEREST. The Grantor hereby pledges and grants to the Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of the Grantor's right, title and interest in, to and under the under the following, whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral"):

(a) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to in Schedule I hereto), and (ii) the right to obtain all renewals thereof;

(b) any and all agreements granting any right in, to or under Trademarks to which the Grantor is a party (whether the Grantor is licensee or licensor thereunder);

(c) all renewals of the foregoing;

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

(e) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill; and

(f) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

**SECTION 3. GUARANTEE AND COLLATERAL AGREEMENT.** The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Agent, for the benefit of the Secured Parties, pursuant to the Guarantee and Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

**SECTION 4. APPLICABLE LAW.** This Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York, without regard to its conflicts of law provisions (other than Section 5-1401 and Section 5-1402 of the New York General Obligation Laws).

**SECTION 5. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

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

ARBONNE INTERNATIONAL, LLC

By: Mark I. Lehman  
Name: Mark I. Lehman  
Title: Chief Financial Officer

[Signature Page to Grant of Security Interest in U.S. Trademark Rights (Arbonne)]

TRADEMARK  
REEL: 004162 FRAME: 0632

Accepted and Agreed:

**GENERAL ELECTRIC CAPITAL  
CORPORATION**, as Collateral Agent

By: \_\_\_\_\_

Name: BRIAN MINER

Title: DULY AUTHORIZED SIGNATORY

[Signature Page to Grant of Security Interest in U.S. Trademark Rights (Arbonne)]

**TRADEMARK  
REEL: 004162 FRAME: 0633**

SCHEDULE I

See Attached



**SCHEDULE I**

**Arbonne International, LLC – U.S. Trademarks:**

<b>OWNER</b>	<b>MARK</b>	<b>REGISTRATION NO.</b>	<b>SERIAL NO.</b>	<b>REGISTRATION DATE</b>	<b>JURISDICTION</b>
Arbonne International, LLC	ABC ARBONNE BABY CARE	3439800	77/272547	6/3/2008	United States
Arbonne International, LLC	ABC ARBONNE BABY CARE	3439801	77/272555	6/3/2008	United States
Arbonne International, LLC	AIRD	3145306	78/734813	9/16/2006	United States
Arbonne International, LLC	ARBONNE	1770981	74/244914	5/18/1993	United States
Arbonne International, LLC	ARBONNE	3218119	78/935003	5/13/2007	United States
Arbonne International, LLC	ARBONNE	3159918	78/396276	10/17/2006	United States
Arbonne International, LLC	ARBONNE = RESULTADOS	3529281	78/921725	11/4/2008	United States
Arbonne International, LLC	ARBONNE = RESULTS	3529280	78/921724	11/4/2008	United States
Arbonne International, LLC	ARBONNE BIO- NUTRIA	1951526	74/651797	1/23/1996	United States
Arbonne International, LLC	ARBONNE INTELLIGENCE	3514987	77/272592	1/14/2008	United States

OWNER	MARK	REGISTRATION NO.	SERIAL NO.	REGISTRATION DATE	JURISDICTION
Arbonne International, LLC	ARBONNE INTELLIGENCE NOT-SO-BASIC	3636061	77/299983	6/9/2009	United States
Arbonne International, LLC	ARBONNE INTELLIGENCE...N OT SO BASIC SKIN CARE	3209723	78/652826	2/13/2007	United States
Arbonne International, LLC	ARBONNE INTERNATIONAL	3159813	78/325797	10/17/2006	United States
Arbonne International, LLC	ARBONNE MEN'S GENDER SPECIFIC BLEND	3209050	78/869753	2/13/2007	United States
Arbonne International, LLC	ARBONNE NOW	3136995	78/525066	8/29/2006	United States
Arbonne International, LLC	ARBONNE SMART NUTRITIONAL HYBRIDS	3173837	78/774943	11/21/2006	United States
Arbonne International, LLC	ARBONNE WOMEN'S GENDER SPECIFIC BLEND	3209051	78/869781	2/13/2007	United States
Arbonne International, LLC	BIO-HYDRIA	1773986	74/245032	6/1/1993	United States
Arbonne International, LLC	BIO-MATTE	1976702	74/693246	5/28/1996	United States
Arbonne International, LLC	BIO-NUTRIA	2992396	78/448684	9/6/2005	United States
Arbonne International, LLC	BUTTERFLY LOGO DESIGN (DOUBLE A)	N/A	77/899237	N/A	United States
Arbonne International, LLC	BUTTERFLY LOGO DESIGN (FRAMED DOUBLE A)	3452663	77/272595	6/24/2008	United States

OWNER	MARK	REGISTRATION NO.	SERIAL NO.	REGISTRATION DATE	JURISDICTION
Arbonne International, LLC	CRITI-CALCIUM BLEND	3213067	78/869808	2/27/2007	United States
Arbonne International, LLC	DERMPLICIT	N/A	77/543015	N/A	United States
Arbonne International, LLC	DERMPLICIT	N/A	77/543019	N/A	United States
Arbonne International, LLC	F.Y.I. ARBONNE	3426612	77/280409	2/26/2008	United States
Arbonne International, LLC	F.Y.I. ARBONNE (STYLIZED IN LOWER CASE) & DESIGN	3515032	77/280413	10/14/2008	United States
Arbonne International, LLC	FC5	N/A	77/628859	N/A	United States
Arbonne International, LLC	FC5	N/A	77/628855	N/A	United States
Arbonne International, LLC	FIGURE 8	3426567	77/272588	5/13/2008	United States
Arbonne International, LLC	FIGURE 8 VANISH	3426566	77/272586	5/13/2008	United States
Arbonne International, LLC	FIGURE EIGHT VANISH & 8 DESIGN	3353695	78/734882	12/11/2007	United States
Arbonne International, LLC	FIGURE EIGHT WEIGHT LOSS PROGRAM & 8 DESIGN	2991755	78/336703	9/6/2005	United States

OWNER	MARK	REGISTRATION NO.	SERIAL NO.	REGISTRATION DATE	JURISDICTION
Arbonne International, LLC	INNER G-PLEX	2594925	75/787449	7/16/2002	United States
Arbonne International, LLC	MANDARIN CASHMERE	3204563	78/630629	1/30/2007	United States
Arbonne International, LLC	NUTRIMEN C RE9 & DESIGN	3439802	77/272583	6/3/2008	United States
Arbonne International, LLC	NUTRIMENC	3216351	78/516071	3/6/2007	United States
Arbonne International, LLC	NUTRIMIN C RE9 & DESIGN	3444358	77/272577	6/10/2008	United States
Arbonne International, LLC	NUTRIMINC	2346124	75/558295	4/25/2000	United States
Arbonne International, LLC	PAMPERMINT	3242484	78/945839	5/15/2007	United States
Arbonne International, LLC	PREP & PLUMP	3248491	78/679006	5/29/2007	United States
Arbonne International, LLC	RE9	2982066	78/326332	8/2/2005	United States
Arbonne International, LLC	RE9	3679754	77/696147	9/8/2009	United States
Arbonne International, LLC	RE9 ADVANCED	N/A	77/677993	N/A	United States
Arbonne International, LLC	RE9 ADVANCED	N/A	77/678000	N/A	United States

OWNER	MARK	REGISTRATION NO.	SERIAL NO.	REGISTRATION DATE	JURISDICTION
Arbonne International, LLC	REVELÂGE	N/A	77/543022	N/A	United States
Arbonne International, LLC	REVELÂGE	N/A	77/543023	N/A	United States
Arbonne International, LLC	SEASOURCE DETOX SPA	3570545	77/280403	2/3/2009	United States
Arbonne International, LLC	SEASOURCE DETOX SPA	N/A	77/280404	N/A	United States
Arbonne International, LLC	SEASOURCE DETOX SPA	3570546	77/280407	2/3/2009	United States
Arbonne International, LLC	SKINJECTIBLES	N/A	77/272590	N/A	United States
Arbonne International, LLC	SKY FOR MEN	3249352	78/931667	6/5/2007	United States
Arbonne International, LLC	TRIPLE SHIELD ECHINACEA	2860312	78/275772	7/6/2004	United States
Arbonne International, LLC	VIRTUAL ILLUSION	3693209	77/272505	10/6/2009	United States