

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
ARBONNE INTERNATIONAL, LLC		07/02/2013	LIMITED LIABILITY COMPANY: DELAWARE

<b>RECEIVING PARTY DATA</b>	
Name:	BANK OF AMERICA, N.A.
Street Address:	1000 W Temple Street
Internal Address:	Mail Code: CA9-705-07-05
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90012-1514
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 79

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:	3218119	ARBONNE
Registration Number:	3159918	ARBONNE
Registration Number:	1770981	ARBONNE
Registration Number:	3529281	ARBONNE = RESULTADOS
Registration Number:	3529280	ARBONNE = RESULTS
Registration Number:	1951526	ARBONNE BIO-NUTRIA
Registration Number:	4136385	ARBONNE ESSENTIALS
Registration Number:	4143617	ARBONNE ESSENTIALS
Registration Number:	4143616	ARBONNE ESSENTIALS
Registration Number:	4147378	ARBONNE ESSENTIALS

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Registration Number:	4147377	ARBONNE ESSENTIALS
Registration Number:	4136347	ARBONNE ESSENTIALS
Registration Number:	3514987	ARBONNE INTELLIGENCE
Registration Number:	3636061	ARBONNE INTELLIGENCE NOT-SO-BASIC
Registration Number:	3159813	ARBONNE INTERNATIONAL
Registration Number:	1976702	BIO-MATTE
Registration Number:	2992396	BIO-NUTRIA
Registration Number:	3895265	AA
Registration Number:	3452663	AA
Registration Number:	3426612	F.Y.I. ARBONNE
Registration Number:	3515032	F.Y.I. ARBONNE
Registration Number:	4029157	FC5
Registration Number:	3772853	FC5
Registration Number:	2594925	INNER G-PLEX
Registration Number:	3439802	NUTRIMEN C RE9
Registration Number:	3444358	NUTRIMIN C RE9
Registration Number:	3242484	PAMPERMINT
Registration Number:	2982066	RE9
Registration Number:	3679754	RE9
Registration Number:	3887045	RE9 ADVANCED
Registration Number:	3887044	RE9 ADVANCED
Registration Number:	3894348	REVELÂGE
Registration Number:	3570546	SEASOURCE DETOX SPA
Registration Number:	3570545	SEASOURCE DETOX SPA
Registration Number:	3249352	SKY FOR MEN
Registration Number:	2860312	TRIPLE SHIELD ECHINACEA
Registration Number:	3693209	VIRTUAL ILLUSION
Registration Number:	4232954	AAROMASSENTIAL
Serial Number:	85576541	ARBONNE THE DAZZLER
Serial Number:	85576549	ARBONNE THE DYNAMO
Registration Number:	4318735	
Registration Number:	1166898	NATURE'S GATE
Registration Number:	4142654	NATURE'S GATE
Registration Number:	1980339	SPRINGBROOK
Registration Number:	1289681	ALOEGEN

	1929299	NO ANIMAL TESTING
Registration Number:	2232954	AQUABLOCK
Registration Number:	3098660	HAVE A VINE DAY
Registration Number:	3098659	FORGET YOUR LINES
Registration Number:	3085962	C FOR YOURSELF
Registration Number:	3085964	OH WHAT A NIGHT
Registration Number:	3085963	LIGHT SWITCH
Registration Number:	3373914	TONE BACK THE CLOCK
Registration Number:	3170056	IN THE BEGINNING
Registration Number:	3172505	NATURAL RESULTS
Registration Number:	3178540	REPLENIPLEX
Registration Number:	3292034	SUNDERCOVER
Registration Number:	3292037	IT'S SUNBEATABLE
Registration Number:	3292035	BE SOLECTIVE
Registration Number:	3292036	HAPPY GLOW LUCKY
Registration Number:	3600300	SICURO
Registration Number:	3439053	RAINWATER
Registration Number:	3496903	RAINWATER
Registration Number:	3492319	TANAGEMENT
Registration Number:	3920113	SUPPORT CLEAN WATER FOR ALL
Registration Number:	4068407	SUPPORT CLEAN WATER FOR ALL
Registration Number:	3861780	ANTIOXIDENTAL BLEND
Registration Number:	3924204	7 HEALTHY HAIR NUTRIENTS
Registration Number:	3957875	NATURE'S GATE
Registration Number:	4142655	NATURE'S GATE
Registration Number:	4062604	7 NATURAL MOISTURE BOOSTERS
Registration Number:	2743235	NATURE'S GATE ORGANICS
Serial Number:	85576562	ARBONNE THE ANGEL
Serial Number:	85598990	ARBONNE CHARITABLE FOUNDATION
Serial Number:	85770783	PURE VIBRANCE
Serial Number:	85780626	IT'S A LONG STORY

**CORRESPONDENCE DATA**

Fax Number:

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

**TRADEMARK**  
**REEL: 005061 FRAME: 0058**

Phone: 312-701-8944  
Email: ptierney@mayerbrown.com, ejpalmer@mayerbrown.com,  
ipdocket@mayerbrown.com  
Correspondent Name: Patrick Tierney  
Address Line 1: PO Box 2828  
Address Line 4: Chicago, ILLINOIS 60690-2828

ATTORNEY DOCKET NUMBER:	13426400
NAME OF SUBMITTER:	Patrick Tierney
Signature:	/PT/
Date:	07/03/2013

**Total Attachments: 9**

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of July 2, 2013 (this "Agreement"), is made by ARBONNE INTERNATIONAL, LLC, a Delaware limited liability company, and LEVLAD, LLC, a Delaware limited liability company (each a "Grantor" and together the "Grantors"), in favor of BANK OF AMERICA, N.A., as the collateral agent (together with its successors in such capacity, the "Collateral Agent") for each of the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to a Credit Agreement, dated as of July 2, 2013 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among Natural Products Group, Inc., a Delaware corporation (the "Borrower"), the Lenders from time to time party thereto and Bank of America, N.A., as the Administrative Agent and the L/C Issuer, the Lenders have extended Commitments to make Credit Extensions to the Borrower;

WHEREAS, in connection with the Credit Agreement, each Grantor has executed and delivered a Pledge and Security Agreement, dated as of July 2, 2013 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to Section 3.6(v)(viii) and Section 4.5(e) of the Security Agreement, each Grantor is required to execute and deliver this Agreement and to grant to the Collateral Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Secured Obligations; and

WHEREAS, each 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, each Grantor agrees, for the benefit of each Secured Party, 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 in the Security Agreement.

SECTION 2. Grant of Security Interest. Each Grantor hereby confirms its grant to the Collateral Agent, for its benefit and the ratable benefit of each other Secured Party, of a continuing security interest in all of such Grantor's right, title and interest throughout the world, whether now or hereafter existing or acquired by such Grantor, in and to the following (the "Trademark Collateral"):

(a) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired,

whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office and corresponding offices in other countries of the world or otherwise, and all common-Law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as "Trademarks"), including those Trademarks referred to in Item A of Schedule I;

(b) all Trademark licenses and other agreements for the grant by or to each such Grantor of any right to use any Trademark (each a "Trademark License"), including each Trademark License referred to in Item B of Schedule I;

(c) all of the goodwill of the business connected with the use of, and symbolized by the Trademarks described in clause (a) and, to the extent applicable, clause (b);

(d) the right to sue third parties for past, present and future infringements or dilution of the Trademarks described in clause (a) and, to the extent applicable, clause (b) or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark License; and

(e) all proceeds of, and rights associated with, the foregoing (including Proceeds, licenses, royalties, income, payments, claims, damages and proceeds of infringement suits).

SECTION 3. Security Agreement. This Agreement has been executed and delivered by each Grantor for the purpose of registering the security interest of the Collateral Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The Security Agreement (and all rights and remedies of the Collateral Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Waiver, etc. Each Grantor hereby waives, to the extent permitted by applicable Law promptness, diligence, notice of acceptance and any other notice with respect to any of the Secured Obligations, this Agreement and the Security Agreement and any requirement that any Secured Party protect, secure, perfect or insure any Lien, or any property subject thereto, or exhaust any right or take any action against such Grantor or any other Person (including any other Grantor) or entity or any Collateral securing the Secured Obligations, as the case may be.

SECTION 5. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Article X thereof.

SECTION 6. Governing Law, Entire Agreement, etc. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or via PDF shall be effective as delivery of a manually executed counterpart of this Agreement.

\* \* \* \* \*

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by Responsible Officer as of the date first above written.

ARBONNE INTERNATIONAL, LLC

By: 

Name: Gretchen Price

Title: Executive Vice President, Chief  
Financial and Administrative Officer

LEVLAD, LLC

By: 

Name: Gretchen Price

Title: Executive Vice President, Chief  
Financial and Administrative Officer

BANK OF AMERICA, N.A.,  
as Collateral Agent

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

Name: Brenda Schriener

Title: Vice President

*Signature Page  
Trademark Security Agreement*

**TRADEMARK  
REEL: 005061 FRAME: 0063**



IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by Responsible Officer as of the date first above written.


ARBONNE INTERNATIONAL, LLC

By: \_\_\_\_\_  
Name: Gretchen Price  
Title: Executive Vice President, Chief  
Financial and Administrative Officer

LEVLAD, LLC

By: \_\_\_\_\_  
Name: Gretchen Price  
Title: Executive Vice President, Chief  
Financial and Administrative Officer

BANK OF AMERICA, N.A.,  
as Collateral Agent

By:   
Name: Brenda Schriener  
Title: Vice President

SCHEDULE I  
to Trademark Security Agreement

Item A. Trademarks

Country	Owner	Trademark	Registration No.	Registration Date
United States	Arbonne International, LLC	ABC ARBONNE BABY CARE	3439800	6/3/2008
United States	Arbonne International, LLC	ABC ARBONNE BABY CARE (STYLIZED)	3439801	6/3/2008
United States	Arbonne International, LLC	AIRD	3145306	9/19/2006
United States	Arbonne International, LLC	ARBONNE	3218119	3/13/2007
United States	Arbonne International, LLC	ARBONNE	3159918	10/17/2006
United States	Arbonne International, LLC	ARBONNE	1770981	5/18/1993
United States	Arbonne International, LLC	ARBONNE = RESULTADOS	3529281	11/4/2008
United States	Arbonne International, LLC	ARBONNE = RESULTS	3529280	11/4/2008
United States	Arbonne International, LLC	ARBONNE BIO-NUTRIA	1951526	1/23/1996
United States	Arbonne International, LLC	ARBONNE ESSENTIALS	4136385	5/1/2012
United States	Arbonne International, LLC	ARBONNE ESSENTIALS	4143617	5/15/2012
United States	Arbonne International, LLC	ARBONNE ESSENTIALS	4143616	5/15/2012
United States	Arbonne International, LLC	ARBONNE ESSENTIALS (AND DESIGN)	4147378	5/22/2012
United States	Arbonne International, LLC	ARBONNE ESSENTIALS (AND DESIGN)	4147377	5/22/2012

United States	Arbonne International, LLC	ARBONNE ESSENTIALS (AND DESIGN)	4136347	5/1/2012
United States	Arbonne International, LLC	ARBONNE INTELLIGENCE	3514987	10/14/2008
United States	Arbonne International, LLC	ARBONNE INTELLIGENCE NOT-SO-BASIC	3636061	6/9/2009
United States	Arbonne International, LLC	ARBONNE INTERNATIONAL	3159813	10/17/2006
United States	Arbonne International, LLC	BIO-MATTE	1976702	5/28/1996
United States	Arbonne International, LLC	BIO-NUTRIA	2992396	9/6/2005
United States	Arbonne International, LLC	BUTTERFLY (AND DESIGN)	3895265	12/21/2010
United States	Arbonne International, LLC	BUTTERFLY LOGO DESIGN (FRAMED DOUBLE a)	3452663	6/24/2008
United States	Arbonne International, LLC	F.Y.I. ARBONNE	3426612	5/13/2008
United States	Arbonne International, LLC	F.Y.I. ARBONNE (AND DESIGN)	3515032	10/14/2008
United States	Arbonne International, LLC	FC5	4029157	9/20/2011
United States	Arbonne International, LLC	FC5	3772853	4/6/2010
United States	Arbonne International, LLC	INNER G-PLEX	2594925	7/16/2002
United States	Arbonne International, LLC	NUTRIMIN C RE9 (AND DESIGN)	3439802	6/3/2008
United States	Arbonne International, LLC	NUTRIMIN C RE9 (AND DESIGN)	3444358	6/10/2008
United States	Arbonne International, LLC	PAMPERMINT	3242484	5/15/2007
United States	Arbonne International, LLC	RE9	2982066	8/2/2005

	LLC			
United States	Arbonne International, LLC	RE9	3679754	9/8/2009
United States	Arbonne International, LLC	RE9 ADVANCED	3887045	12/7/2010
United States	Arbonne International, LLC	RE9 ADVANCED	3887044	12/7/2010
United States	Arbonne International, LLC	REVELAGE	3894348	12/21/2010
United States	Arbonne International, LLC	SEASOURCE DETOX SPA	3570546	2/3/2009
United States	Arbonne International, LLC	SEASOURCE DETOX SPA	3570545	2/3/2009
United States	Arbonne International, LLC	SKY FOR MEN	3249352	6/5/2007
United States	Arbonne International, LLC	TRIPLE SHIELD ECHINACEA	2860312	7/6/2004
United States	Arbonne International, LLC	VIRTUAL ILLUSION	3693209	10/6/2009
United States	Arbonne International, LLC	AROMASSENTIALS	4232954	10/30/2012
United States	Arbonne International, LLC	ARBONNE THE DAZZLER	85576541	9/18/2012
United States	Arbonne International, LLC	ARBONNE THE DYNAMO	85576549	9/18/2012
United States	Arbonne International, LLC	Arbonne Foundation Logo (stylized)	4318735	4/9/2013
United States	Levlad, LLC	NATURE'S GATE (DESIGN)	1166898	9/1/1981
United States	Levlad, LLC	NATURE'S GATE (and Design)(2011	4142654	5/15/2012
United States	Levlad, LLC	SPRINGBROOK	1980339	6/18/1996
United States	Levlad, LLC	ALOEGEN	1289681	8/14/1984
United States	Levlad, LLC	NO ANIMAL TESTING (DESIGN)	1929299	10/24/1995
United States	Levlad, LLC	AQUABLOCK	2232954	3/16/1999
United States	Levlad, LLC	HAVE A VINE DAY	3098660	5/30/2006
United States	Levlad, LLC	FORGET YOUR LINES	3098659	5/30/2006
United States	Levlad, LLC	C FOR YOURSELF	3085962	4/25/2006

United States	Levlad, LLC	OH WHAT A NIGHT	3085964	4/25/2006
United States	Levlad, LLC	LIGHT SWITCH	3085963	4/25/2006
United States	Levlad, LLC	TONE BACK THE CLOCK	3373914	1/22/2008
United States	Levlad, LLC	IN THE BEGINNING	3170056	11/7/2006
United States	Levlad, LLC	NATURAL RESULTS	3172505	11/14/2006
United States	Levlad, LLC	REPLENIPLEX	3178540	11/28/2006
United States	Levlad, LLC	SUNDERCOVER	3292034	9/11/2007
United States	Levlad, LLC	IT'S SUNBEATABLE	3292037	9/11/2007
United States	Levlad, LLC	Be solective	3292035	9/11/2007
United States	Levlad, LLC	HAPPY GLOW LUCKY	3292036	9/11/2007
United States	Levlad, LLC	SICURO	3600300	3/31/2009
United States	Levlad, LLC	RAINWATER	3439053	6/3/2008
United States	Levlad, LLC	RAINWATER	3496903	9/2/2008
United States	Levlad, LLC	TANAGEMENT	3492319	8/26/2008
United States	Levlad, LLC	SUPPORT CLEAN WATER FOR ALL (LOGO)	3920113	2/15/2011
United States	Levlad, LLC	SUPPORT CLEAN WATER FOR ALL (LOGO)	4068407	12/6/2011
United States	Levlad, LLC	ANTIOXIDENTAL BLEND	3861780	10/12/2010
United States	Levlad, LLC	7 HEALTHY HAIR NUTRIENTS (LOGO)	3924204	2/22/2011
United States	Levlad, LLC	NATURE'S GATE	3957875	5/10/2011
United States	Levlad, LLC	NATURE'S GATE (2011)	4142655	5/15/2012
United States	Levlad, LLC	7 NATURAL MOISTURE BOOSTERS WITH DESIGN	4062604	11/29/2011
United States	Levlad, LLC	NATURE'S GATE ORGANICS	2743235	7/29/2003

Pending Trademark Applications

<u>Country</u>	<u>Owner</u>	<u>Trademark</u>	<u>Application No.</u>	<u>Filing Date</u>
United States	Arbonne International, LLC	ARBONNE THE ANGEL	85576562	3/22/2012
United States	Arbonne International, LLC	ARBONNE CHARITABLE FOUNDATION	85598990	4/16/2012
United States	Arbonne International, LLC	PURE VIBRANCE	85770783	11/2/2012
United States	Arbonne International, LLC	IT'S A LONG STORY	85780626	11/15/2012

Item B. Trademark Licenses

None.