

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM352880

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bremenn IP Holdings, LLC		08/17/2015	LIMITED LIABILITY COMPANY: NEVADA
RECEIVING PARTY DATA			
Name:	LS2, LLC		
Street Address:	136 South Main Street		
Internal Address:	Suite 1000		
City:	Salt Lake City		
State/Country:	UTAH		
Postal Code:	84104-1685		
Entity Type:	LIMITED LIABILITY COMPANY: NEVADA		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	3782363	BUTT LIFT IN A BOX	
Registration Number:	3941240	TUMMY TUCK IN A BOX	
Registration Number:	3994362	EMERGENCY ZIT STICK	
Registration Number:	3883612	INSTANT FOREHEAD SMOOTHER	
Registration Number:	4246271	BUTT PLUMPING CATALYST	
Registration Number:	3894651	LIFTING FIRING EMULSION	
Registration Number:	3659653	UPPER EYELID LIFTER	
Registration Number:	3804474	PREPARATORY EXFOLIATING FACIAL WASH	
Registration Number:	3804475	NOCTURNAL RECOVERY EMULSION	
Registration Number:	3895071	BREMENN RESEARCH LABS MIRACLE CREAM	
Registration Number:	4099464	VENILEX	
Registration Number:	3952770	FACIAL SPIDER VEIN FORMULA	
Registration Number:	3851855	6 IN 1	
Registration Number:	3140334	HYLEXIN	
Registration Number:	3956190	TUMMY FIRING EMULSION	
Registration Number:	4003826	TUMMY FLATTENING CATALYST	
Registration Number:	4292947	REDNESS REHAB	
Registration Number:	4424885	BREMENN RESEARCH LABS	
TRADEMARK			

CH \$490.00 3782363

Property Type	Number	Word Mark
Serial Number:	86188147	LUMEDIA

CORRESPONDENCE DATA

Fax Number: 6123408827

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 612-492-6819

Email: ip.docket@dorsey.com

Correspondent Name: Evan P. Everist

Address Line 1: 50 South Sixth Street

Address Line 2: Suite 1500

Address Line 4: Minneapolis, MINNESOTA 55402-1498

ATTORNEY DOCKET NUMBER:	M255658
NAME OF SUBMITTER:	Evan Everist
SIGNATURE:	/Evan Everist/
DATE SIGNED:	08/27/2015

Total Attachments: 6

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This instrument and the rights and obligations evidenced hereby are subordinate in the manner and to the extent set forth in that certain Intercreditor and Subordination Agreement dated as of August 17, 2015 (the "Intercreditor Agreement"), by and among LS2, LLC, Basic Research Holdings, LLC, ("Parent"), each subsidiary of Parent listed as a "Borrower" on the signature pages to the Senior Financing Agreement (defined below) (each a "Borrower" and, collectively, the "Borrowers"), each subsidiary of Parent listed as a "Guarantor" on the signature pages to the Senior Financing Agreement (each a "Guarantor" and collectively, the "Guarantors", and together with the Borrowers, their respective successors or assigns, being collectively, the "Obligors" and each an "Obligor"), and Cerberus Business Finance, LLC, as collateral agent and administrative agent (in such capacities, together with any successors or assigns, the "Senior Agent") for the Senior Lenders under that certain Financing Agreement, dated as of November 28, 2014 among the Obligors, the Senior Agent and the other lender parties thereto (the "Senior Financing Agreement") and each holder of this instrument, by its acceptance hereof, irrevocably agrees to be bound by the provisions of the Intercreditor Agreement."

ASSIGNMENT FOR SECURITY –TRADEMARKS

August 17, 2015

WHEREAS, Bremenn IP Holdings, LLC, a Nevada limited liability company (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a Security Agreement, dated August 17, 2015 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of LS2, LLC, a Nevada limited liability company, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Assignee"); and

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

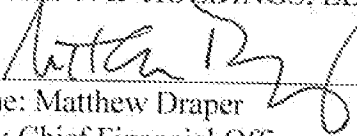
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Assignee and the Secured Parties a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

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IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the date hereof.

BREMENN IP HOLDINGS, LLC

By: 
Name: Matthew Draper
Title: Chief Financial Officer

SCHEDULE A TO ASSIGNMENT FOR SECURITY

SERIAL NUMBER: 77656933
FILING DATE: 01/26/2009
REGISTRATION NUMBER: 3782363
REGISTRATION DATE: 04/27/2010
MARK: BUTT LIFT IN A BOX

SERIAL NUMBER: 77694251
FILING DATE: 03/18/2009
REGISTRATION NUMBER: 3941240
REGISTRATION DATE: 04/05/2011
MARK: TUMMY TUCK IN A BOX

SERIAL NUMBER: 77695554
FILING DATE: 03/20/2009
REGISTRATION NUMBER: 3994362
REGISTRATION DATE: 07/12/2011
MARK: EMERGENCY ZIT STICK

SERIAL NUMBER: 77700354
FILING DATE: 03/26/2009
REGISTRATION NUMBER: 3883612
REGISTRATION DATE: 11/30/2010
MARK: INSTANT FOREHEAD SMOOTHER

SERIAL NUMBER: 77717453
FILING DATE: 04/20/2009
REGISTRATION NUMBER: 4246271
REGISTRATION DATE: 11/20/2012
MARK: BUTT PLUMPING CATALYST

SERIAL NUMBER: 77717806
FILING DATE: 04/20/2009
REGISTRATION NUMBER: 3894651
REGISTRATION DATE: 12/21/2010
MARK: LIFTING FIRING EMULSION

SERIAL NUMBER: 77718514
FILING DATE: 04/21/2009
REGISTRATION NUMBER: 3659653
REGISTRATION DATE: 07/21/2009
MARK: UPPER EYELID LIFTER

SERIAL NUMBER: 77718824
FILING DATE: 04/21/2009

REGISTRATION NUMBER: 3804474
REGISTRATION DATE: 06/15/2010
MARK: PREPARATORY EXFOLIATING FACIAL WASH

SERIAL NUMBER: 77718897
FILING DATE: 04/21/2009
REGISTRATION NUMBER: 3804475
REGISTRATION DATE: 06/15/2010
MARK: NOCTURNAL RECOVERY EMULSION

SERIAL NUMBER: 77837545
FILING DATE: 09/29/2009
REGISTRATION NUMBER: 3895071
REGISTRATION DATE: 12/21/2010
MARK: BREMENN RESEARCH LABS MIRACLE CREAM

SERIAL NUMBER: 77850457
FILING DATE: 10/16/2009
REGISTRATION NUMBER: 4099464
REGISTRATION DATE: 02/14/2012
MARK: VENILEX

SERIAL NUMBER: 77852947
FILING DATE: 10/20/2009
REGISTRATION NUMBER: 3952770
REGISTRATION DATE: 04/26/2011
MARK: FACIAL SPIDER VEIN FORMULA

SERIAL NUMBER: 77893590
FILING DATE: 12/15/2009
REGISTRATION NUMBER: 3851855
REGISTRATION DATE: 09/21/2010
MARK: 6 IN 1

SERIAL NUMBER: 78543071
FILING DATE: 01/06/2005
REGISTRATION NUMBER: 3140334
REGISTRATION DATE: 09/05/2006
MARK: HYLEXIN

SERIAL NUMBER: 85102938
FILING DATE: 08/09/2010
REGISTRATION NUMBER: 3956190
REGISTRATION DATE: 05/03/2011
MARK: TUMMY FIRING EMULSION

SERIAL NUMBER: 85102967
FILING DATE: 08/09/2010
REGISTRATION NUMBER: 4003826
REGISTRATION DATE: 07/26/2011
MARK: TUMMY FLATTENING CATALYST

SERIAL NUMBER: 85322173
FILING DATE: 05/16/2011
REGISTRATION NUMBER: 4292947
REGISTRATION DATE: 02/19/2013
MARK: REDNESS REHAB

SERIAL NUMBER: 85864624
FILING DATE: 03/01/2013
REGISTRATION NUMBER: 4424885
REGISTRATION DATE: 10/29/2013
MARK: BREMENN RESEARCH LABS

SERIAL NUMBER: 86188147
FILING DATE: 02/07/2014
MARK: LUMEDIA