

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                                  |  |                       |                       |
|----------------------------------|--|-----------------------|-----------------------|
| <b>SUBMISSION TYPE:</b>          | NEW ASSIGNMENT   |                       |                       |
| <b>NATURE OF CONVEYANCE:</b>     | SECURITY INTEREST  |                       |                       |
| <b>CONVEYING PARTY DATA</b>      |  |                       |                       |
| <b>Name</b>                      | <b>Formerly</b>  | <b>Execution Date</b> | <b>Entity Type</b>    |
| Catalina Lifesciences, Inc.      |  | 03/30/2006            | CORPORATION: DELAWARE |
| <b>RECEIVING PARTY DATA</b>      |  |                       |                       |
| <b>Name:</b>                     | Europlay Capital Advisors, LLC   |                       |                       |
| <b>Street Address:</b>           | 15260 Ventura Blvd 20th Floor  |                       |                       |
| <b>City:</b>                     | Sherman Oaks   |                       |                       |
| <b>State/Country:</b>            | CALIFORNIA   |                       |                       |
| <b>Postal Code:</b>              | 91403  |                       |                       |
| <b>Entity Type:</b>              | LIMITED LIABILITY COMPANY: DELAWARE  |                       |                       |
| <b>PROPERTY NUMBERS Total: 2</b> |  |                       |                       |
| <b>Property Type</b>             | <b>Number</b>  | <b>Word Mark</b>      |                       |
| <b>Registration Number:</b>      | 2987457  | BARIATRIC ADVANTAGE   |                       |
| <b>Serial Number:</b>            | 78413970   | CATALINA LIFESCIENCES |                       |
| <b>CORRESPONDENCE DATA</b>       |  |                       |                       |
| <b>Fax Number:</b>               | (818)474-8604  |                       |                       |
|                                  | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |                       |                       |
| <b>Phone:</b>                    | 818-444-4504   |                       |                       |
| <b>Email:</b>                    | razlein@biztechlaw.com   |                       |                       |
| <b>Correspondent Name:</b>       | Ryan Azlein  |                       |                       |
| <b>Address Line 1:</b>           | 15260 Ventura Blvd 20th Floor  |                       |                       |
| <b>Address Line 4:</b>           | Sherman Oaks, CALIFORNIA 91403   |                       |                       |
| <b>ATTORNEY DOCKET NUMBER:</b>   | ECA/CATALINA   |                       |                       |
| <b>NAME OF SUBMITTER:</b>        | Ryan Azlein  |                       |                       |
| <b>Signature:</b>                | /ryan azlein/  |                       |                       |
| <b>Date:</b>                     | 03/31/2006   |                       |                       |

OP \$65.00 2987457

**Total Attachments: 3**

source=Trademark Security Agreement#page1.tif

source=Trademark Security Agreement#page2.tif

source=Trademark Security Agreement#page3.tif

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this "*Agreement*") dated as of March 30, 2006 from Catalina Lifesciences, Inc., a Delaware corporation (the "*Debtor*"), to Europlay Capital Advisors, LLC, a Delaware limited liability company (the "*Secured Party*").

WHEREAS, Debtor owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, pursuant to the Security Agreement dated as of March 30, 2006 (as amended and/or supplemented from time to time, the "*Security Agreement*") between the Debtor and the Secured Party (in such capacity, together with its successors in such capacity, the "*Grantee*"), the Debtor has granted and/or is granting to the Grantee a continuing security interest in personal property of the Debtor, including all right, title and interest of the Debtor in, to and under the Trademark Collateral (as defined below), to secure the Debtor's Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor grants to the Grantee, to secure the Debtor's Obligations (as defined in the Security Agreement), a continuing security interest in all of the Debtor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "*Trademark Collateral*"), whether now owned or existing or hereafter acquired or arising:

- (i) each registered Trademark (as defined in the Security Agreement) owned by the Debtor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;
- (ii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Debtor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by the Debtor (including, without limitation, any Trademark identified in Schedule 1 hereto), or for injury to the goodwill associated with any of the foregoing.

The foregoing security interest is granted in conjunction with the security interest granted by the Debtor to the Grantee pursuant to the Security Agreement. The Debtor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral 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.

IN WITNESS WHEREOF, the Debtor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 30<sup>th</sup> day of March, 2006.

CATALINA LIFESCIENCES, INC.

By: 

Name: Thomas Kinder

Title: Chief Executive Officer

Acknowledged:

EUROPLAY CAPITAL ADVISORS, LLC

By: 

Name: Pamela Colburn

Title: Managing Director and Partner

Schedule 1  
To Trademark  
Security Agreement

CATALINA LIFESCIENCES, INC.  
TRADEMARKS

| <u>Title</u>          | <u>Registration No.</u> | <u>Serial Number</u> | <u>Filing Date</u> |
|-----------------------|-------------------------|----------------------|--------------------|
| BARIATRIC ADVANTAGE   | 2,987,457               | 78-412,527           | May 3, 2004        |
| CATALINA LIFESCIENCES | n/a                     | 78-413,970           | May 6, 2004        |
|                       |                         |                      |                    |