

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

FXD
8/17/07
Cindy Sprinkle

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

CLINICAL TOPICALS, LLC
a New York Limited Liability Co.

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation- State: NEW YORK
- Other

Citizenship (see guidelines)

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: VENCORE SOLUTIONS LLC

Internal Address: SUITE 350

Street Address: 4500 SW KRUSE WAY

City: LAKE OSWEGO

State: OR

Country: USA Zip: 97035

Association Citizenship

General Partnership Citizenship

Limited Partnership Citizenship

Corporation Citizenship DELAWARE

Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance /Execution Date(s):

Execution Date(s) AUGUST 8, 2007

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 77/181,593
77/181,574 77/030,149

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

77/181,593 - Clinical Topicals, LLC
77/181,574 - Clinical Topicals Pain Defying Regimen
77/030,149 - Clear Revolution for ACNE

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: VENCORE SOLUTIONS LLC

Internal Address: SUITE 350

Street Address: 4500 SW KRUSE WAY

City: LAKE OSWEGO

State: OR Zip: 97035

Phone Number: 503-699-4997

Fax Number: 503-675-3136

Email Address: CINDY@VENCORE-SOLUTIONS.COM

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 120.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 9998
Expiration Date 11/07

b. Deposit Account Number

Authorized User Name

9. Signature:

CINDY SPRINKLE

Signature

8/17/07

Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$90.00 77181593

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P.02/07

VENCORE SOLUTIONS LLC*Financial Services and Emerging Growth Companies Coming Together*

VENCORE SOLUTIONS LLC, a Delaware Limited Liability Company
 4500 SW Kruse Way, Suite 350 • Lake Oswego, OR 97035
 (503) 699-4997 • Fax: (503) 675-3136

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of August 15, 2007 by and between VENCORE SOLUTIONS LLC, a Delaware Limited Liability Company ("**Lender**") and Clinical Topicals, LLC, a New York Limited Liability Company ("**Grantor**").

RECITALS

Lender has agreed to make certain advances of money and to extend certain financial accommodations (the "Loans") to Touchpoint Direct LLC and High Acre Products II, Inc. (collectively, "Debtor") in the amounts and manner set forth in that certain Loan and Security Agreement dated as of the date hereof, as amended from time to time (the "Loan Agreement;" all capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Agreement). Grantor expects to derive economic benefit from Lender's doing so and dealing with Debtor in accordance with the Loan Agreement, and has entered into an Unconditional Guaranty of even date herewith with respect to the present and future obligations of Debtor to Lender (as amended from time to time, the "Guaranty").

Lender is willing to make the Loans to Debtor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in all of Grantor's right title, and interest in, to and under all of the Collateral, as defined in the Guaranty, whether presently existing or hereafter acquired, as security for the Guaranty.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Lender, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

As collateral security for the prompt and complete payment and performance of all of Grantor's present or future indebtedness, obligations and liabilities to Lender, Grantor grants and pledges to Lender a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof (collectively, "Intellectual Property Collateral").

This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement. The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Lender of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies.

Intellectual Property Security Agreement

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 (initials of Grantor)

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TRADEMARK
 REEL: 003606 FRAME: 0639

O: VENCORE SOLUTIONS LLC, A DELAWARE LLC COMPANY: 4500 SW KRUSE WAY SUITE 350

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Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application (an in use application in the case of trademarks) with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

CLINICAL TOPICALS, LLC

174 Fifth Ave, 4th floor
NY, NY 10010

By: [Signature]
Name: David L. Slier
Title: CEO

Attention: Dave Slier

LENDER:

VENCORE SOLUTIONS LLC

4500 SW Kruse Way, Suite 350
Lake Oswego, OR 97035
Attention: Jim Johnson

By: [Signature]
Name: Tom Johnson
Title: Asst. Vice President

[Signature] (Initials of Grantor)

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**EXHIBIT A
COPYRIGHTS**

Description

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EXHIBIT B

PATENTS

Description

3 - Step Pain Defying Regimen US Patent Application Serial No. 11/880,287

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EXHIBIT C

TRADEMARKS

Description

Clinical Topicals, LLC - Filing Receipt No. 77/181,593

Clinical Topicals Pain Defying Regimeu - Filing Receipt No. 77/181,574

Clear Revolution for Acne - Filing Receipt No. 77/030,149

Intellectual Property Security Agreement

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CLINICAL TOPICALS

Word Mark	CLINICAL TOPICALS
Goods and Services	IC 003. US 001 004 006 050 051 052. G & S: skin care products; analgesic products. FIRST USE: 20061100. FIRST USE IN COMMERCE: 20061100
Standard Characters Claimed	
Mark Drawing Code	(4) STANDARD CHARACTER MARK
Serial Number	77181593
Filing Date	May 15, 2007
Current Filing Basis	1A
Original Filing Basis	1A
Owner	(APPLICANT) Clinical Topicals LLC LTD LIAB CO NEW YORK 174 Fifth Avenue, Suite 204 New York NEW YORK 10010
Attorney of Record	James E. Rosini, Esq.
Type of Mark	TRADEMARK
Register	PRINCIPAL
Live/Dead Indicator	LIVE

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**CLINICAL TOPICALS
PAIN-DEFYING REGIMEN**

Word Mark	CLINICAL TOPICALS PAIN-DEFYING REGIMEN
Goods and Services	IC 003. US 001 004 006 050 051 052. G & S: skin care products; analgesic products
Standard Characters Claimed	
Mark Drawing Code	(4) STANDARD CHARACTER MARK
Serial Number	77181574
Filing Date	May 15, 2007
Current Filing Basis	1B
Original Filing Basis	1B
Owner	(APPLICANT) Clinical Topicals LLC LTD LIAB CO NEW YORK 174 Fifth Avenue, Suite 204 New York NEW YORK 10010
Attorney of Record	James E. Rosini, Esq.
Type of Mark	TRADEMARK
Register	PRINCIPAL
Live/Dead Indicator	LIVE

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CLEARREVOLUTION

Word Mark	CLEARREVOLUTION
Goods and Services	IC 003. US 001 004 006 050 051 052. G & S: skin care products
Standard Characters Claimed	
Mark Drawing Code	(4) STANDARD CHARACTER MARK
Serial Number	77030149
Filing Date	October 26, 2006
Current Filing Basis	1B
Original Filing Basis	1B
Owner	(APPLICANT) Clinical Topicals LLC LTD LIAB CO NEW YORK 174 Fifth Avenue, Suite 204 New York NEW YORK 100105943
Attorney of Record	James E. Rosini, Esq.
Type of Mark	TRADEMARK
Register	PRINCIPAL
Live/Dead Indicator	LIVE

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