

O: VENCORE SOLUTIONS LLC

COMPANY: SUITE 350

AUG-17-2007 11:30

VENCORE

503 675 3136

P.01/07

08/17/2007
700338467

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

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) Yes
 Additional names, addresses, or citizenship attached? 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 2.8(b)(8) & 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 Date: 8/17/07
 Signature _____
 Name of Person Signing _____

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

Documents to be recorded (including cover sheet) should be faced to (571) 273-9140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1480, Alexandria, VA 22313-1480

OP \$90.00 77181574

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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) 675-0977 • Fax: (503) 675-2136

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 Acne Products II, Inc. (collectively, "Debtor") in the amounts and terms 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 infringement, 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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Confidential

 (initials of Grantor)

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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 rem 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 thereto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

174 E. 4th Ave. Ste 204
NO. WY 18018
Attention: David Blair

CLINICAL TOPICALS, LLC

By: [Signature]
Name: David L. Blair
Title: C.O.O.

LENDER:

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

VENCORE SOLUTIONS LLC

By: [Signature]
Name: Tim Johnson
Title: Bank Vice President

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[Signature] (Initials of Grantor)

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EXHIBIT A

COPYRIGHTS

Description

Intellectual Property Security Agreement

Certificate

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[Signature] (initials of Director)

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EXHIBIT B

PATENTS

Description

3 - Step Pain Drying Regimen US Patent Application Serial No. 11/690,287

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 (Signature of Grantor)

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TRADEMARK

REEL: 003608 FRAME: 0078

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

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EXHIBIT C

TRADEMARKS

Description

Clinical Topicals, LLC - Filing Receipt No. 77/181,598
Clinical Topicals Pain Defying Regimes - Filing Receipt No. 77/181,574
Clear Revolution for Acne - Filing Receipt No. 77/180,149

Intellectual Property Security Agreement

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 (Initials of Creator)

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