

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|-----------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Power Paper Ltd. | | 08/23/2009 | COMPANY: ISRAEL |
| RECEIVING PARTY DATA | | | |
| Name: | Kreos Capital II Limited | | |
| Street Address: | 47 Esplanade | | |
| City: | St. Helier | | |
| State/Country: | JERSEY | | |
| Postal Code: | JE1 0BD | | |
| Entity Type: | COMPANY: JERSEY | | |
| PROPERTY NUMBERS Total: 8 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2381775 | POWER PAPER | |
| Registration Number: | 2843345 | POWER PAPER | |
| Registration Number: | 2952261 | POWER PAPER | |
| Registration Number: | 3130174 | | |
| Registration Number: | 2779854 | | |
| Registration Number: | 2948259 | | |
| Registration Number: | 2902020 | POWERCOSMETICS | |
| Registration Number: | 2942639 | POWERINKS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (617)526-5000 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 617-526-6448 | | |
| Email: | janey.davidson@wilmerhale.com | | |
| Correspondent Name: | Michael J. Bevilacqua, Esquire | | |
| Address Line 1: | Wilmer Cutler Pickering Hale and DorrLLP | | |

OP \$215.00 2381775

900145153

**TRADEMARK
 REEL: 004077 FRAME: 0617**

Address Line 2: 60 State Street
Address Line 4: Boston, MASSACHUSETTS 02109

ATTORNEY DOCKET NUMBER: 110373146

DOMESTIC REPRESENTATIVE

Name: Michael J. Bevilaqua, Esquire
Address Line 1: Wilmer Cutler Pickering Hale and DorrLLP
Address Line 2: 60 State Street
Address Line 4: Boston, MASSACHUSETTS 02109

NAME OF SUBMITTER: Michael J. Bevilacqua

Signature: /michael j. bevilacqua/

Date: 10/13/2009

Total Attachments: 10
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U S INTELLECTUAL PROPERTY SECURITY AGREEMENT

This U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT ("IP Security Agreement") dated August 23, 2009, is made by and between (i) **Power Paper Ltd.**, a company incorporated in Israel under registered number 51-132676-1 having an address at Bazel 25, Kiryat Aryeh, Petah Tikva, P O Box 3353, Israel (the "Grantor") and (ii) **Kreos Capital III Limited**, a company incorporated in Jersey under registered number 05981165 whose registered office is at 47 Esplanade, St Helier, Jersey JE1 0BD ("Kreos").

WHEREAS, Kreos and the Grantor, have entered into that certain Agreement for the Provision of a Loan Facility dated February 26, 2007, as amended on June 28, 2007, on August 24, 2008, on March 19, 2009 and on August 7, 2009 (the "Loan Agreement"), to which a Debenture - Floating Charge, as amended on August 7, 2009 (the "Debenture - Floating Charge") and a Debenture - Fixed Charge, as amended on June 28, 2007, on March 19, 2009 and on August 7, 2009 (the "Debenture - Fixed Charge") in each case executed by the Grantor and Kreos, are attached as exhibits; and

WHEREAS, under the terms of the Debenture - Floating Charge, Grantor has agreed, among other things, to grant a first priority floating charge over the intellectual property of Grantor to Kreos and under the Debenture - Fixed Charge, Grantor has agreed, among other things, to grant a first priority fixed charge over the intellectual property of Grantor to Kreos, and the Grantor has agreed as a condition thereof and in addition to the creation of the charges pursuant to the Debenture - Fixed Charge and the Debenture - Floating Charge, to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office and other governmental authorities on any intellectual property owned by it throughout the term of this IP Security Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Grantor agrees as follows:

Section 1 Grant of Security Subject to the provisions of the Debenture - Floating Charge and the Debenture - Fixed Charge (collectively, the "Charge Agreements"), Grantor hereby grants to Kreos a security interest in and to all right, title and interest to (i) the registered United States patents and pending applications, including but not limited to the patents and patent applications set forth in Schedule A hereto together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the "Patents"), (ii) the trademarks, service marks, trade names and domain names, including but not limited to the registrations and applications therefor set forth in Schedule A hereto together with all goodwill associated with such trademarks and service marks and all rights therein provided by international treaties or conventions (the "Trademarks"), and (iii) all copyrights and registrations and applications therefor set forth in Schedule A (the "Copyrights"), all as currently owned by the Grantor or which shall be owned in the future by the Grantor (the "Collateral"). Schedule A shall be deemed to be automatically updated, and the Grantor shall promptly file amendments to Schedule A with the U.S. Patent and Trademark Office, upon the application for or acquisition of

any new Patents or Trademarks in the United States and with the United States Copyright Office upon the application for or acquisition of any new registrations for Copyrights

Section 2 Security for Obligations The grant of a security interest in the Collateral by Grantor under this IP Security Agreement secures the performance of all obligations and the payment of all money and liabilities owed or incurred by Grantor now or hereafter existing under or in respect of the Loan Agreement and the Charge Agreements (the "Secured Obligations")

Section 3 Recordation Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this IP Security Agreement

Section 4 Power of Attorney In the event that Kreos is permitted to receive the Collateral under the Charge Agreements, Grantor hereby grants to Kreos power of attorney to inspect, take all necessary or desired action, and prosecute any Patents, Trademarks, Copyrights or applications for any of the foregoing that may be included in the Collateral, subject to the rights of Grantor under the Loan Agreement

Section 5 Right to Request Information Kreos shall have the right to request, and Grantor shall promptly provide upon such request, information reasonably required in order to confirm that Schedule A is updated

Section 6. Grants, Rights and Remedies This IP Security Agreement has been entered into in conjunction with the provisions of the Loan Agreement and the Charge Agreements The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Kreos with respect to the Collateral are more fully set forth in the Loan Agreement and/or the Charge Agreements and in the event of any contradiction between this IP Security Agreement and the Loan Agreement or the Charge Agreements, the provisions of the Loan Agreement or the Charge Agreements will prevail

Section 8. Governing Law; Forum for Dispute Resolution. This Agreement shall be governed by and construed according to the laws of the State of Israel, without regard to the conflict of laws provisions thereof Any dispute arising under or in relation to this Agreement shall be resolved in the competent court for the Tel Aviv-Jaffa district, and each of the parties hereby submits exclusively and irrevocably to the jurisdiction of such court

Section 9 Termination This IP Security Agreement and the security interest granted hereunder to Kreos shall terminate and be of no force upon satisfaction in full of the Secured Obligations Upon termination, Kreos shall execute all documents reasonably necessary to remove the security interest granted thereto by Grantor hereunder

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, Grantor and Kreos have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written

POWER PAPER LTD

By: _____

Name: _____

Title: _____

KREOS CAPITAL III LIMITED

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, Grantor and Kreos have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written

POWER PAPER LTD

By: _____

Name: _____

Title: **Power Paper Ltd**
חברת פרטנרס
51-132676-1

KREOS CAPITAL III LIMITED

By: _____

Name: _____

Title: _____

Schedule A

PATENTS AND PATENT APPLICATIONS

1 Flexible Thin Layer Open Electrochemical Cell

| Country | Filing date | Application No. | Issue/ Pub. Date | Patent/Pub. No. |
|---------|--------------|-----------------|------------------|-----------------|
| USA | 20/12/95 | 08/575,190 | 29/7/1997 | 5,652,043 |
| USA | 1/4/1997 | 08/831,379 | 22/9/1998 | 5,811,204 |
| USA | Nov 19, 2004 | 10/998,354 | June 5, 2007 | RE39676 |

Licensed to PowerID Ltd.

2. Flexible Thin Layer Open Electrochemical Cell And Applications Of Same

| Country | Filing date | Application No. | Issue /Pub. Date | Patent/Pub. No. |
|---------|-------------|-----------------|------------------|-----------------|
| USA | 12/6/1997 | 08/873,868 | 27/4/1999 | 5,897,522 |
| PCT | 9/6/1998 | US98/11806 | 17/12/1998 | WO98/56458 |

Licensed to PowerID Ltd.

3 Functionally Improved Battery And Method Of Making Same

| Country | Filing date | Application No. | Issue/ Pub. Date | Patent/Pub. No. |
|-----------------|---------------|-----------------|------------------|-----------------|
| US provisional | April 14 1999 | 60/129,234 | - | - |
| US National | April 13 2000 | 09/958,833 | Feb 15, 2005 | 6,855,441 |
| US Continuation | Jan 5, 2005 | 11/028667 | June 2, 2005 | 20050118464 |

Licensed to PowerID Ltd.

4. Flexible Thin Layer Electrochemical Cell And Manufacturing Of Same

| Country | Filing date | Application No. | Issue/ Pub. | Patent/Pub. No. |
|---------|-------------|-----------------|-------------|-----------------|
|---------|-------------|-----------------|-------------|-----------------|

35444R200066 (Schedule A to US IP Agr -Final)

| | | | Date | |
|----|-----------------|------------|---------------------|-----------|
| US | June 18 2001 | 09/882,051 | June 22, 2004 | 6,752,842 |

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5. Thin Layer Open Electrochemical Cell With Self-Formed Separator

| Country | Filing date | Application No. | Issue/Pub. Date | Patent/Pub. No. |
|---------|----------------------|-----------------|------------------|-----------------|
| US | August 20 2001 | 09/931,943 | April 4, 2006 | 7,022,431 |
| US CIP | March 23, 2004 | 10/806192 | Feb 26, 2008 | 7,335,441 |

6 Method Of Making A Thin Layer Electrochemical Cell With A Self-Formed Separator

| Country | Filing date | Application No. | Issue/Pub. Date | Patent/Pub. No. |
|---------|----------------------|-----------------|-----------------|-----------------|
| US | March 23, 2005 | 10/593,742 | Feb 17, 2009 | 7,491,465 |
| US | January 7, 2009 | 12/349,827 | May 14, 2009 | 2009/0123826 |

Licensed to PowerID Ltd.

7 Battery Separator

| Country | Filing date | Application No. | Issue/Pub. Date | Patent/Pub. No. |
|---------|---------------------|-----------------|-----------------|-----------------|
| US prov | Dec 18, 2006 | 60/870,428 | - | - |
| US | June 17, 2009 | 12/519,711 | - | - |

8 Adhesive Bandage With Display

| Country | Filing date | Application | Issue/Pub. Date | Patent/Pub. No. |
|---------|-------------|-------------|-----------------|-----------------|
|---------|-------------|-------------|-----------------|-----------------|

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35444R200066 (Schedule A to US IP Agr -Final)

| | | | | |
|---------|-------------------|------------|--------------|-------------|
| | | No. | | |
| US Prov | June 20, 2001 | 60/299,191 | - | - |
| US CIP | December 22, 2003 | 10/741,435 | Jan 13, 2005 | 20050010146 |

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9 Dermal Patch

| Country | Filing date | Application No. | Issue/Pub. Date | Patent/Pub. No. |
|------------|-------------|-----------------|-----------------|-----------------|
| US prov | Oct. 24, 01 | 60/330,526 | - | - |
| CIP of PCI | Jan. 15, 04 | 10/757,414 | August 26, 2004 | 20040167461 |
| US prov | Dec 8, 2004 | 60/634,107 | - | Expired |

10 Device And Method For Controlled Delivery Of Active Substance Into The Skin

| Country | Filing Date | Application No. | Issue/Pub. Date | Patent/Pub. No. |
|----------|-------------|-----------------|-----------------|--------------------|
| USA prov | Aug 8, 02 | 60/401,771 | - | " |
| US | Oct 23, 02 | 10/493,386 | Dec 30, 2004 | US 2004-0267189-A1 |

11 Combination Stimulating And Exothermic Heating Device And Method Of Use Thereof

| Country | Filing Date | Application No. | Issue/Pub. Date | Patent/Pub. No. |
|---------------------|-------------|-----------------|------------------|-----------------|
| USA | Nov 29, 02 | 60/429,547 | - | - |
| USA non-provisional | Dec 1, 03 | 10/724,054 | January 27, 2009 | 7,483,738 |

12 Device And Method For Controlled Delivery Of Oxidizing Agent Into The Skin

| Country | Filing Date | Application No. | Issue/Pub. Date | Patent/Pub. No. |
|--------------------|-------------|---------------------------|-----------------|-----------------|
| USA | June 2, 03 | 60/474,596 Provisional | - | - |
| US non-provisional | June 2, 04 | 10/858,045 | March 4, 2008 | 7,340,297 |

13. Onychomycosis Treatment

| Country | Filing Date | Application No. | Issue/Pub. Date | Patent/Pub. No. |
|--------------------|---------------|---------------------------|-----------------|-----------------|
| USA | July 14, 2003 | 60/486,973 provisional | - | - |
| US non provisional | July 14, 2004 | 10/890,297 | Feb 17, 2005 | 20050038375 |

14. Disposable Electric Bandage

| Country | Filing Date | Application No. | Issue/Pub. Date | Patent/Pub. No. |
|-------------|--------------------|-----------------|-----------------|-----------------|
| USA | September 10, 2003 | 60/501,402 | - | - |
| US non-prov | September 9, 2004 | 10/936,540 | April 21, 2005 | 20050085751 |

15. Novel Electrodes And Uses Thereof

| Country | Filing date | Application No. | Issue/Pub. Date | Patent/Pub. No. |
|-------------|---------------|-----------------|-----------------|-----------------|
| US prov | June 28, 2004 | 60/582,803 | - | - |
| US non-prov | June 28, 2005 | 11/167,601 | March 4, 2008 | 7,340,310 |

16. Double-Sided Patch

| Country | Filing date | Application No. | Issue/Pub. Date | Patent/Pub. No. |
|---------|-------------|-----------------|-----------------|-----------------|
| | | | | |

| | | | | |
|---------|----------------|------------|---|---|
| US prov | Sept 1, 2005 | 60/712,852 | - | - |
| US prov | April 17, 2006 | 60/792,336 | - | - |
| US | Feb 28, 2008 | 11/991,152 | - | - |

17. Power Source Electrode Treatment Device

| Country | Filing date | Application No. | Issue/Pub. Date | Patent/Pub. No. |
|---------|---------------|-----------------|-----------------|-----------------|
| US prov | Jan 26, 2006 | 60/762,137 | - | - |
| US | July 24, 2008 | 12/223,178 | - | - |

18. Composite Electrode

| Country | Filing date | Application No. | Issue/Pub. Date | Patent/Pub. No. |
|---------|--------------|-----------------|-----------------|-----------------|
| US prov | Feb 28, 2006 | 60/776,948 | - | - |
| US | Aug 20, 2008 | 12/280,078 | April 16, 2009 | 20090099500 |

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19. Constant Current Treatment Device

| Country | Filing date | Application No. | Issue/Pub. Date | Patent/Pub. No. |
|---------|--------------|-----------------|-----------------|-----------------|
| US prov | May 17, 2006 | 60/800,835 | - | - |
| US | Nov 14, 2007 | 12/300,961 | - | - |

20. Ierbinafine Formulation

| Country | Filing date | Application No. | Issue/Pub. Date | Patent/Pub. No. |
|---------|--------------|-----------------|-----------------|-----------------|
| US prov | Feb 21, 2007 | 60/902,346 | - | - |

21. Nail Treatment Device

| Country | Filing date | Application No. | Issue/Pub. Date | Patent/Pub. No. |
|---------|----------------|-----------------|-----------------|-----------------|
| US prov | April 11, 2008 | 61/044,123 | - | - |

TRADEMARKS AND TRADEMARK APPLICATIONS

Trademark: POWER PAPER

| Country | Class | Earliest Priority | Filing Date Application No. | Registration Date Registration No. | Status |
|---------|--------------------------|-------------------|-----------------------------|------------------------------------|------------|
| USA | 9 | | 10-Apr-1998 75/465,674 | 29-Aug-2000 2,381,775 | Registered |
| USA | 9 + 14 + 16 + 24 + 28 | | 16-Feb-2000 75/919,455 | 18-May-2004 2,843,345 | Registered |
| USA | 5 | | 19-Feb-2002 76/371,750 | 17-May-2005 2,952,261 | Registered |

Trademark: +/- DESIGN

| Country | Class | Earliest Priority | Filing Date Application No. | Registration Date Registration No. | Status |
|---------|---------|-------------------|-----------------------------|------------------------------------|------------|
| USA | 5 | | 16-Feb-2000 75/919,453 | 15-Aug-2006 3,130,174 | Registered |
| USA | 16 + 28 | | 16-Feb-2000 75/918,975 | 04-Nov-2003 2,779,854 | Registered |
| USA | 9 + 16 | | 16-Feb-2000 75/919,452 | 10-May-2005 2,948,259 | Registered |

Trademark: POWERCOSMETICS

| Country | Class | Earliest Priority | Filing Date Application No. | Registration Date Registration No. | Status |
|---------|-------|-------------------|-----------------------------|------------------------------------|------------|
| USA | 9, 5 | | 29-Aug-2002 76/445,523 | 09-Nov-2004 2,902,020 | Registered |

Trademark: PowerInks

| Country | Class | Earliest Priority | Filing Date Application No. | Registration Date Registration No. | Status |
|---------|-------|-------------------|-----------------------------|------------------------------------|------------|
| USA | 1 + 9 | | 20-Feb-2003 76/491,819 | 19-Apr-2005 2,942,639 | Registered |

Domain names

| Domain name | Filing Date |
|-----------------|-------------------|
| Powerpaper.info | September 3, 2008 |
| Powerpaper.biz | September 3, 2008 |
| Powerpaper.cn | September 3, 2008 |