

**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>
SemiSouth Laboratories, Inc.		11/30/2009	CORPORATION: MISSISSIPPI
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BlueCrest Venture Finance Master Fund Limited		
<b>Street Address:</b>	P.O. Box 309, Uglan House		
<b>Internal Address:</b>	South Church Street		
<b>City:</b>	George Town		
<b>State/Country:</b>	CAYMAN ISLANDS		
<b>Entity Type:</b>	Limited Company: CAYMAN ISLANDS		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3222892	SEMISOUTH	
<b>Registration Number:</b>	3352220	DREAMFET	
<b>Registration Number:</b>	2891211	SEMISOUTH LABORATORIES	
<b>Registration Number:</b>	3254617	HEL2FET	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(949)567-6710		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	949-567-6700		
<b>Email:</b>	ipprosecution@orrick.com		
<b>Correspondent Name:</b>	Orrick, Herrington & Sutcliffe, LLP		
<b>Address Line 1:</b>	4 Park Plaza, Suite 1600		
<b>Address Line 2:</b>	IP Prosecution Department		
<b>Address Line 4:</b>	Irvine, CALIFORNIA 92614-2558		
<b>ATTORNEY DOCKET NUMBER:</b>	18664.11		
<b>DOMESTIC REPRESENTATIVE</b>			

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**TRADEMARK  
 REEL: 004118 FRAME: 0659**

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Chelseaa Bush

Signature:

/chelseaa bush/

Date:

12/22/2009

Total Attachments: 3

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## GRANT OF SECURITY INTEREST

[TRADEMARKS]

This GRANT OF SECURITY INTEREST, dated as of Nov 30, 2009 is executed by SemiSouth Laboratories, Inc., a Mississippi corporation ("Grantor"), in favor of BlueCrest Venture Finance Master Fund Limited, a Cayman Islands limited company as assignee of Ritchie Capital Finance, LLC ("Lender").

A. Pursuant to that certain Loan and Security Agreement, dated as of March 3, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), by and between Grantor and Lender, the Lender agreed to extend loans and other financial accommodations to Grantor upon the terms and subject to the conditions set forth therein, such conditions including Grantor's granting to Lender a valid, first priority continuing security interest and lien upon Grantor's Intellectual Property comprising all of Grantor's Copyrights, Trademark and Patents and the goodwill associated therewith.

B. Grantor and Lender wish to enter into this Grant of Security Agreement further to formalize and confirm the grant of the security interest from Grantor to Lender in the Intellectual Property.

C. Grantor has adopted, used and is using the trademarks, more particularly described on Schedule 1-A annexed hereto and made a part hereof, which trademarks are registered or pending in the United States Patent and Trademark Office (collectively, the "Trademarks").

D. Grantor and other entities party thereto from time to time have entered into a Security Agreement (Intellectual Property) dated as of October 30, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of Lender.

E. Pursuant to the Security Agreement, Grantor has granted to Lender a security interest in all right, title and interest of Grantor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement 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, receipt of which is hereby acknowledged, Grantor does hereby further grant to Lender a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Collateral granted hereby 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.

The Lender's address is:

BlueCrest Venture Finance Master Fund Limited  
PO Box 309, Uglan House  
South Church Street  
George Town, Cayman Islands  
Attention: Legal Department

with a copy to:


BlueCrest Venture Finance Master Fund Limited  
c/o 225 West Washington Street  
Suite 200  
Chicago, IL 60606

Attention: Robert Nagy  
Tel. No.: (312) 368-4973  
Fax No.: (312) 443-0126


IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest to be executed as of the day and year first above written.

**GRANTOR**

SemiSouth Laboratories, Inc.,  
a Mississippi corporation

By:   
Name: Robert D. Maddox  
Title: CEO

**SCHEDULE 1-A TO GRANT OF SECURITY INTEREST  
TRADEMARKS**

<u>Trademark</u>	<u>Serial Number</u>	<u>Date Filed</u>	<u>Registration Number</u>	<u>Status</u>
SEMISOUTH	78899858	June 3, 2006	3222892	Registered
DREAMFET	78899857	June 3, 2006	3352220	Registered
	78229001	March 24, 2003	2891211	Registered
HEL2FET	77026815	October 23, 2006	3254617	Registered
OFFET	77293532	October 2, 2007	NA	Pending ITU application, only to be assigned if Statement of Use filed