

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Strivectin Operating Company, Inc.		07/10/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	DEM Holdings, L.P., as agent for the lenders
Street Address:	c/o Basic Research, Inc.
Internal Address:	5742 West Harold Gatty Drive
City:	Salt Lake City
State/Country:	UTAH
Postal Code:	84116
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	2786448	KLEIN-BECKER USA
Registration Number:	2851895	STRIADRIL
Registration Number:	3175013	STRIVECTIN
Registration Number:	3292055	STRIVECTIN-HC
Registration Number:	3461442	STRIVECTIN-HS
Registration Number:	3292056	STRIVECTIN-NE
Registration Number:	2760414	STRIVECTIN--SD
Registration Number:	3518643	SELF-HEATING NANOEXFOLIANT FOR THE HANDS
Registration Number:	3442017	STRIVAXIL
Registration Number:	3292057	THERMAL NANOBRASIVE
Registration Number:	3570912	ULTRA CONCENTRATE CREAM FOR THE HANDS.
Serial Number:	77751506	STRIVECTIN (DDF) PHASE2 DERMAL DEFENSE FACTOR
Serial Number:	77653244	STRIVECTIN INSTANT FACIAL SCULPTING CREAM

CH \$390.00 2786448

Serial Number:	77467134	STRIVECTIN-WF
Serial Number:	77728295	STRIVECTIN NECK CREAM

CORRESPONDENCE DATA

Fax Number: (612)340-8856
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (612) 492-6842
Email: cadwell.jeffrey@dorsey.com
Correspondent Name: Jeffrey R. Cadwell
Address Line 1: Dorsey & Whitney LLP
Address Line 2: 50 South Sixth Street, Suite 1500
Address Line 4: Minneapolis, MINNESOTA 55402-1498

ATTORNEY DOCKET NUMBER:	M215189
NAME OF SUBMITTER:	Jeffrey R. Cadwell
Signature:	/Jeffrey R. Cadwell/
Date:	02/11/2010

Total Attachments: 15
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COLLATERAL ASSIGNMENT (TRADEMARKS)

THIS COLLATERAL ASSIGNMENT (TRADEMARKS) (the "Assignment"), dated as of July 10, 2009, is made and given by STRIVECTIN OPERATING COMPANY, INC., a Delaware corporation (the "Assignor"), to DEM HOLDINGS, L.P., as agent for the lenders (the "Lenders") from time to time party to the Credit Agreement defined below (in such capacity, the "Agent," and the Agent together with its successors and assigns, the "Assignee").

RECITALS

A. The Assignor, the Assignee, and the Lenders have entered into a Revolving Credit and Term Loan Agreement dated concurrently herewith (as the same may hereafter be amended, supplemented, extended, restated, or otherwise modified from time to time, the "Credit Agreement") pursuant to which the Assignee and the Lenders have agreed to extend certain credit accommodations to the Assignor under the terms and conditions set forth therein (all terms capitalized and used herein without being defined shall have the meaning given them in the Credit Agreement).

B. To secure all the liabilities and obligations of the Assignor to the Assignee and the Lenders arising under the Credit Agreement, whether now existing or hereafter arising (the "Liabilities"), the Assignor has pledged and granted to the Assignee a security interest in the property described in a Pledge and Security Agreement of even date herewith (the "Security Agreement") by and among Assignor, the other grantors party thereto, and Assignee which property includes general intangibles including, without limitation, patents, inventions, trademarks, trade names, copyrights, and trade secrets.

C. The Assignor owns the trademarks and tradenames set forth in Exhibit A attached hereto, and the trademarks and tradenames so listed are registered or application has been made for such registration as noted in Exhibit A in the United States Patent and Trademark Office or applicable foreign trademark office (except for intent to use applications).

D. It is a condition to the obligation of the Assignee and the Lenders to extend credit accommodations pursuant to the terms of the Credit Agreement that this Assignment be executed and delivered by the Assignor.

E. The Assignor finds it advantageous, desirable, and in its best interests to comply with the requirement that it execute and deliver this Assignment to the Assignee.

NOW, THEREFORE, in consideration of the premises and to induce the Assignee and the Lenders to extend credit accommodations under the Credit Agreement, the parties hereto agree as follows:

1. The Assignor does hereby collaterally (and, effective upon the giving of a notice by the Assignee of the type described in the next sentence, absolutely) assign, to the extent not prohibited by applicable law, all of its right, title, and interest in and to all of the present United States and foreign trademarks and trade names and the registrations and applications (except for intent to use applications) therefor owned by the Assignor (the "Trademarks"), including but not limited to those registered trademarks and tradenames set forth on Exhibit A,

and including, without limitation, any and all common law rights in Trademarks owned by the Assignor, all proceeds thereof together with the right to recover for past, present, and future infringements, all rights corresponding thereto throughout the world, and all renewals and extensions thereof, together with the goodwill of the business associated with said Trademarks, said Trademarks to be held and enjoyed by the Assignee for its own use and behalf, and for its legal representatives, successors, and assigns, as fully and entirely as the same would have been held by the Assignor had this Assignment not been made. Except to the extent the foregoing assignment creates a collateral assignment (which assignment is currently effective), the foregoing assignment shall be effective only upon the written notice by the Assignee to the Assignor of the acceptance by the Assignee of this Assignment that is given upon and occurrence and during the continuation of an Event of Default under the Credit Agreement, which written notice shall constitute conclusive proof of the matters set forth therein; unless and until the giving of such notice by the Agent, such assignment shall have no effect. After the occurrence and continuation of an Event of Default under the Credit Agreement, the Assignee shall be entitled to transfer the Trademarks pursuant to the Assignment of Trademarks attached hereto as Exhibit B. Assignor hereby irrevocably authorizes the Assignee to complete (including without limitation attaching an appropriate updated list of Trademarks as an annex thereto) the undated Assignments of Trademarks at the time of transfer.

2. The Assignor hereby covenants and warrants that:

(a) except for applications pending (and intent to use applications), the Trademarks listed on Exhibit A have been duly issued and are subsisting and, as of the date hereof, have not been adjudged invalid or unenforceable in whole or in part;

(b) as of the date hereof or, if later, the date on which Exhibit A is amended as described in Section 4 hereof (but only as to Trademarks that are added to Exhibit A on such date), to the Assignor's knowledge, each of the Trademarks listed on Exhibit A is valid and enforceable;

(c) as of the date hereof, no written claim has been made to the Assignor or, to the knowledge of the Assignor, to any other person, that use of any of the Trademarks does or may violate the rights of any third person and no claim has been made by the Assignor that any other person is infringing upon the rights of the Assignor under the Trademarks, in each case except to the extent that any such claim could not reasonably be expected to result in a Material Adverse Occurrence;

(d) after the date hereof, the Assignor will give prompt written notice to the Assignee of any claim of the type described in the preceding clause (c) (and notwithstanding whether such claim arose on, prior to or after the date hereof);

(e) the Assignor has the unqualified right to enter into this Assignment and perform its terms;

(f) the Assignor will be, until the Liabilities shall have been satisfied in full and the Transaction Documents shall have been terminated, in material compliance with statutory notice requirements, and will pay all renewal, maintenance and other fees,

relating to its use of the Trademarks, in each case except to the extent that the failure to be in such compliance or to make such payments could not reasonably be expected to result in a Material Adverse Occurrence;

(g) except for Liens permitted by the Credit Agreement, the Assignor is the sole and exclusive owner of the entire and unencumbered right, title, and interest in and to each of the Trademarks listed on Exhibit A, free and clear of any liens, charges, and encumbrances, including without limitation licenses and covenants by the Assignor not to sue third persons;

(h) as of the date hereof or, if later, the date on which Exhibit A is amended as described in Section 4 hereof, the Trademarks listed on Exhibit A are all of the United States and Foreign Trademarks and applications therefor now owned by the Assignor;

(i) the Assignor will, at any time upon reasonable request, communicate to the Assignee and its successors and assigns any facts relating to the Trademarks or the history thereof as may be known to the Assignor or its officers, employees, and agents, and cause such officers, employees, and agents with direct knowledge of material relevant information to testify as to the same in any infringement or other litigation at the reasonable request of the Assignee; and

(i) the Assignor will not, with respect to any Trademarks which are material to the business of the Assignor, cease to use any such Trademarks or fail to maintain such level of quality or products sold and services rendered under any of such Trademark at a level at least substantially consistent with the quality of the products and services as of the date hereof, and Assignor shall take all steps necessary to ensure that licensees of such Trademark use such consistent standards of quality

3. The Assignor agrees that, until the rights of the Assignee in the Trademarks are terminated pursuant to Section 6, it will not enter into any agreement that is in conflict with its obligations under this Assignment.

4. If, before the Liabilities shall have been satisfied in full (other than contingent indemnification obligations), the Assignor shall obtain rights to any new trademark or trade name, or become entitled to the benefit of any trademark application (except for intent to use applications), registration, trademark, or trade name or any renewal or extension of any trademark registration, such shall be included in the definition of "Trademarks" as used in this Assignment, Section 1 hereof shall automatically apply thereto, and the Assignor shall give to the Assignee prompt notice thereof in writing. The Assignor authorizes the Assignee to modify this Assignment by amending Exhibit A to include any future trademark or trade name.

5. The Assignor agrees not to sell, assign, or encumber its interest in, or grant any license with respect to, any of the Trademarks, except for the licenses listed on Exhibit C attached hereto and except in the ordinary course of business.

6. The Assignor agrees that it will authorize, execute, and deliver to Assignee all documents requested by Assignee to facilitate the purposes of this Assignment, including, but not limited to, documents required to record Assignee's interest in any appropriate

office in any domestic or foreign jurisdiction. If the Assignee is required by the Security Agreement to release its Lien in any or all of the Trademarks, the Assignee shall on demand of the Assignor execute and deliver to the Assignor all termination statements and other instruments as may be necessary or proper to terminate this Assignment and assign to the Assignor all the Assignee's rights in the subject Trademarks.

7. The Assignor shall (a) prosecute diligently any pending Trademark application as of the date of this Assignment or thereafter until the Credit Agreement and the Transaction Documents shall have been terminated in accordance with their terms, (b) make application on those trademarks and trade names that are unregistered but capable of being registered and that a prudent person would reasonably cause to be registered, and (c) preserve and maintain all rights in all Trademarks that a prudent person would reasonably preserve and maintain, provided that Assignor shall not be obligated to perform any of clauses (a), (b), or (c) above in the event that Assignor determines, in the reasonable business judgment of Assignor, that the same is not material to the business of Assignor. Any expenses incurred in connection with applications that constitute Trademarks shall be borne by the Assignor. The Assignor shall not abandon any material application presently pending that constitutes a Trademark without the written consent of the Assignee.

8. Upon the occurrence and during the continuation of an Event of Default (or if the Assignor's failure to bring such suit could be reasonably be expected to result in a Material Adverse Occurrence), the Assignee shall have the right but shall in no way be obligated to bring suit in its own name to enforce or to defend the Trademarks or any license thereunder if the Assignor has failed to bring such suit in circumstances in which a prudent person would have brought such suit. The Assignor shall at the reasonable request of the Assignee do any and all lawful acts and execute any and all proper documents required by the Assignee in aid of such enforcement or defense (including, without limitation, participation as a plaintiff or defendant in any proceeding), and, if Assignor has failed to bring such suit in circumstances in which a prudent person would have brought such suit, the Assignor shall promptly, upon demand, reimburse and indemnify the Assignee for all reasonable costs and expenses incurred by the Assignee in the exercise of its rights under this Section.

9. This Assignment shall also serve to evidence the security interest in the Trademarks granted by the Assignor to the Assignee pursuant to the Security Agreement.

10. No course of dealing between the Assignor and the Assignee, failure to exercise, nor any delay in exercising, on the part of the Assignee, with respect to any right, power, or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

11. All of the Assignee's rights and remedies with respect to the Trademarks, whether established hereby, by any other agreements, or by law, shall be cumulative and may be exercised singularly or concurrently.

12. This Assignment is subject to modification only by a writing signed by the parties, except as provided in Section 4 hereof.

13. This Assignment shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.


14. Upon payment in full of all Liabilities (other than Assignor's unmatured indemnity obligations under any Transaction Document) and the expiration of any obligation of the Assignee and the Lenders to extend credit accommodations to the Assignor, this Assignment shall terminate and all rights to the Trademarks shall revert to the Assignor.

15. THIS ASSIGNMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS (WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PRINCIPLES THEREOF) OF (A) THE UNITED STATES OF AMERICA AS TO RIGHTS AND INTERESTS HEREUNDER THAT ARE REGISTERED OR FOR THE REGISTRATION OF WHICH APPLICATION IS PENDING WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE AND (B) THE STATE OF DELAWARE IN ALL OTHER RESPECTS. WHENEVER POSSIBLE, EACH PROVISION OF THIS ASSIGNMENT AND ANY OTHER STATEMENT, INSTRUMENT, OR TRANSACTION CONTEMPLATED HEREBY OR RELATING HERETO SHALL BE INTERPRETED IN SUCH MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS ASSIGNMENT OR ANY OTHER STATEMENT, INSTRUMENT, OR TRANSACTION CONTEMPLATED HEREBY OR RELATING HERETO SHALL BE HELD TO BE PROHIBITED OR INVALID UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISION OR THE REMAINING PROVISIONS OF THIS ASSIGNMENT OR ANY OTHER STATEMENT, INSTRUMENT, OR TRANSACTION CONTEMPLATED HEREBY OR RELATING HERETO. IN THE EVENT OF ANY CONFLICT WITHIN, BETWEEN, OR AMONG THE PROVISIONS OF THIS ASSIGNMENT, ANY OTHER TRANSACTION DOCUMENT, OR ANY OTHER STATEMENT, INSTRUMENT, OR TRANSACTION CONTEMPLATED HEREBY OR THEREBY OR RELATING HERETO OR THERETO, THOSE PROVISIONS GIVING THE ASSIGNEE THE GREATER RIGHT SHALL GOVERN.

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IN WITNESS WHEREOF, the Assignor has executed this instrument.

STRIVECTIN OPERATING COMPANY, INC.

By: 
Name: Rich Gersten
Title: Vice President and Secretary

[Collateral Assignment - Trademarks (Borrower)]

TRADEMARK
REEL: 004147 FRAME: 0609

EXHIBIT A
to
COLLATERAL ASSIGNMENT (TRADEMARKS)

STRIVECTIN OPERATING COMPANY, INC.

TRADEMARK SCHEDULE

U.S. Registrations

Trademarks		
Trademark	Jurisdiction	Registration Number
Klein-Becker usa	United States	2786448
Striadril	United States	2851895
Strivectin	United States	3175013
Strivectin (DDF) Phase 2 Dermal Defense Factor	United States	77751506 (Pending Serial #)
Strivectin Instant Facial Sculpting Cream	United States	77653244 (Pending Serial #)
Strivectin-HC	United States	3292055
Strivectin-HS	United States	3461442
Strivectin-NE	United States	3292056
Strivectin-SD	United States	2760414
Strivectin-WF	United States	77467134 (Pending Serial #)
Strivectin	Utah	6642214-0190
Strivectin-SD	Utah	6642163-0190
StriVectin Neck Cream	United States	77728295
Self-heating Nanoexfoliant for the hands	United States	3518643
Strivaxil	United States	3442017
Thermal Nanobrasive	United States	3292057
Ultra Concentrate Cream for the hands	United States	3570912

Foreign Registrations

Trademarks		
Trademark	Country	Registration Number
Strivectin-SD	Argentina	2175217
Klein-Becker usa	Australia	1129489
Striadril	Australia	1174687
Striadril	Australia	117606
Strivectin	Australia	974098
Strivectin-HC	Australia	1156310
Strivectin-HS	Australia	1153233
Strivectin-NE	Australia	1156311
Strivectin-SD	Australia	1129532
Klein-Becker usa	Benelux	804498
Strivectin-SD	Brazil	826183417
Klein-Becker usa	Canada	TMA705867
Striadril	Canada	TMA711791
Strivectin	Canada	TMA711387
Strivectin-HC	Canada	TMA704091
Strivectin-HS	Canada	TMA706319
Strivectin-NE	Canada	TMA705861
Strivectin-SD	Canada	TMA626197
Strivectin	China	5653927 (Pending Serial #)
Strivectin-SD	China	3746571
Strivectin-SD	China	5956502 (Pending Serial #)
Strivectin-SD	China	5956503 (Pending Serial #)

Trademarks		
Trademark	Country	Registration Number
Strivectin (Chinese characters)	China	6005966 (Pending Serial #)
Strivectin-SD (Chinese characters)	China	7213506 (Pending Serial #)
Strivectin-SD eye cream (Chinese characters)	China	Serial # 7213507
Klein-Becker usa	Costa Rica	2009-000184 (Pending Serial #)
Striadril	Costa Rica	Pending -- Instructions have been given to outside counsel to file
Strivectin	Costa Rica	2009-000183 (Pending Serial #)
Strivectin-SD	Costa Rica	2009-000182 (Pending Serial #)
Klein-Becker usa	Egypt	221076 (Pending Serial #)
Striadril	Egypt	Serial # 221075
Strivectin	Egypt	Serial # 213800
Strivectin-SD	Egypt	213801 (Pending Serial #)
Klein-Becker usa	European Communities	005333761
Striadril	European Communities	005282901 (Pending Serial #)
Strivectin	European Communities	003373008
Strivectin (packaging)	European Communities	005407631
Strivectin (packaging)	European Communities	005407713
Strivectin-HC	European Communities	5388905
Strivectin-HS	European Communities	005250428
Strivectin-NE	European Communities	005388897
Strivectin-SD	European Communities	004051124
Strivaxil	European Communities	6050901
Klein-Becker usa	Honduras	Pending -- Instructions have been given to outside counsel to file

Trademarks		
Trademark	Country	Registration Number
Striadril	Honduras	Pending -- Instructions have been given to outside counsel to file
Strivectin	Honduras	Pending -- Instructions have been given to outside counsel to file
Strivectin-SD	Honduras	Pending -- Instructions have been given to outside counsel to file
Klein-Becker usa	Hong Kong	301284624 (Pending Serial #)
Strivectin	Hong Kong	301074465
Strivectin-SD	Hong Kong	300079489
Strivectin	Indonesia	Serial # D2007040881
Strivectin-SD	Indonesia	D002007 040880
Strivectin-SD	Japan	4771122
Klein-Becker usa	Korea	40-0716791
Strivectin	Korea	40-0716764
Strivectin-SD	Korea	623092
Klein-Becker usa	Kuwait	Serial # 102930
Striadril	Kuwait	Serial # 102929
Strivectin	Kuwait	Serial # 93635
Strivectin-SD	Kuwait	93634 (Pending Serial #)
Klein-Becker usa	Malaysia	Pending -- Instructions have been given to outside counsel to file
Klein-Becker usa	Malaysia	2009-02116 (Pending Serial #)
Strivectin	Malaysia	2007-002901
Klein-Becker usa	Mexico	1082020
Striadril	Mexico	1082018
Strivectin	Mexico	1054034

Trademarks		
Trademark	Country	Registration Number
Strivectin-SD	Mexico	815910
Strivectin-SD	New Zealand	701684
Klein-Becker usa	Norway	246443
Striadril	Norway	248612
Strivectin	Norway	239679
Strivectin-SD	Norway	244299
Strivectin	Pakistan	Pending -- Instructions have been given to outside counsel to file
Klein-Becker usa	Panama	Serial # 180114
Striadril	Panama	Serial # 180116
Strivectin	Panama	TM Serial # 180115
Strivectin-SD	Panama	Serial # 180117
Strivectin	Philippines	4-2008 004441
Strivectin-SD	Philippines	Serial # 4-2008-004442
Strivectin-SD	Russian Federation	330821
Klein-Becker usa	Singapore	Serial # T0903145J
Strivectin	Singapore	T0803812E
Strivectin-SD (Stylized)	Singapore	T03/15419D
Strivectin	South Africa	Serial # 2006/29658
Strivectin-SD	South Africa	Serial # 2006/09616
Strivectin	Switzerland	560136
Strivectin-SD	Switzerland	566223
Klein-Becker usa	Taiwan	98004298 (Pending Serial #)
Strivectin	Taiwan	01345721
Strivectin-SD	Taiwan	1108555

Trademarks		
Trademark	Country	Registration Number
Strivectin	Thailand	689486 (Pending Serial #)
Strivectin-SD	Thailand	292338
Strivectin	Turkey	2008/71914 (Pending Serial #)
Strivectin-SD	Turkey	2006 21910
KB Logo	European Community	5407853
Klein-Becker usa	UAE	Pending Serial # 128597
Striadril	UAE	Pending Serial # 128596
StriVectin	UAE	Pending Serial # 128594
StriVectin-SD	UAE	Pending Serial # 128595
StriVectin	Puerto Rico	Pending Serial # 65059

EXHIBIT B
to
COLLATERAL ASSIGNMENT (TRADEMARKS)

**FORM OF
ASSIGNMENT OF TRADEMARKS**

WHEREAS, StriVectin Operating Company, Inc., a Delaware corporation ("Assignor"), is the owner of the entire right, title and interest in and to certain United States and foreign trademarks and tradenames and registrations and applications therefor ("Trademarks"), including without limitation, those as may be listed on any annex hereto; and

WHEREAS, DEM Holdings, L.P., in its capacity as agent (the "Agent" for the lenders (the "Lenders") from time to time party to that certain Credit Agreement dated as of July 10, 2009, by and among the Assignor, the Lenders, and the Agent (the Agent, in such capacity, the "Assignee"), desires to acquire the entire right, title, and interest in and to the aforesaid Trademarks, together with any and all causes of action and rights of recovery for past infringements of the Trademarks, and all of the rights vested in the Assignor by virtue of the instruments pursuant to which Assignor became vested with its ownership of the Trademarks;

NOW, THEREFORE, for good and valuable consideration received by Assignor from Assignee, the receipt of which is hereby acknowledged,

1. The Assignor hereby sells, assigns, transfers, and conveys unto the Assignee the entire right, title, and interest in and to the Trademarks, including each and every Trademarks that is granted on any application (except for intent to use applications) that is a division, substitution, or continuation of such Trademarks, and in and to each and every reissue or extension of the Trademarks.

2. The Assignor further sells, assigns, transfers, and conveys unto the Assignee the entire right, title, and interest in and to any and all causes of action and rights of recovery for past infringement of the Trademarks.

3. The terms, covenants, and provisions of this Assignment shall inure to the benefit of Assignee and its successors, assigns, and/or legal representatives, and shall be binding upon the Assignor and its successors, assigns, and/or legal representatives.

4. The Assignor hereby irrevocably authorizes the Assignee to date this undated Assignment and otherwise complete this Assignment at the time of transfer.

IN WITNESS WHEREOF, the Assignor has executed and delivered this instrument this _____ day of _____, _____.

STRIVECTIN OPERATING COMPANY, INC.

By: _____
Name: _____
Title: _____

[Assignment of Trademarks (Borrower)]

TRADEMARK
REEL: 004147 FRAME: 0617

EXHIBIT C
to
COLLATERAL ASSIGNMENT (TRADEMARKS)

TRADEMARK LICENSES

None.