

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
LaserSculpt, Inc.		09/09/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Anthony P. Thekkek and Prema P. Thekkek, individually		
Street Address:	161 Smith Road		
City:	Alamo		
State/Country:	CALIFORNIA		
Postal Code:	94507		
Entity Type:	Anthony P. Thekkek and Prema P. Thekkek each individually as grantees: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	77692627	LASERSCULPT	
Serial Number:	77573800	DR. VICTOR'S LASERSCULPT	
Serial Number:	77560217	DR. VICTOR'S LIPOSCULPT	
CORRESPONDENCE DATA			
Fax Number:	(415)989-1663		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	415 772-5739		
Email:	kfrank@coblentzlaw.com		
Correspondent Name:	Karen S. Frank		
Address Line 1:	One Ferry Building		
Address Line 2:	Suite 200		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	13941-001		
NAME OF SUBMITTER:	Karen S. Frank		

OP \$90.00 77692627

900157686

**TRADEMARK
 REEL: 004171 FRAME: 0690**

Signature:	/Karen S. Frank/
Date:	03/22/2010
Total Attachments: 3 source=lasersculpt#page1.tif source=lasersculpt#page2.tif source=lasersculpt#page3.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of September 9, 2009, is made by LaserSculpt, Inc., a Delaware corporation ("Grantor"), and Anthony P. Thekkek and Prema P. Thekkek (each individually a "Grantor" and collectively the "Grantees").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Investment, Loan And Security Agreement, dated as of July 2, 2009, by and among Grantor and Grantees (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), Grantees, *inter alia*, advanced a \$500,000 loan to Grantor; and

WHEREAS, in order more fully to confirm and evidence the grant by Grantor to Grantees of a security interest in Grantor's right, title and interest in certain properties and assets, Grantor has agreed to execute, and to deliver to Grantees, this Intellectual Property Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

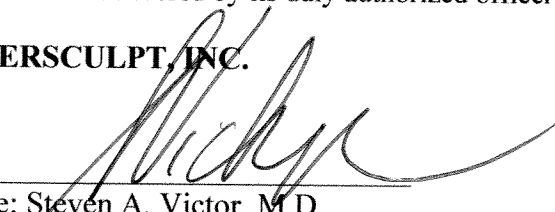
1. **DEFINED TERMS.** All capitalized terms that are used and defined in the Loan Agreement shall (unless otherwise defined herein or the context otherwise requires), when used herein, have the same respective meanings herein as ascribed to such terms in the Loan Agreement.

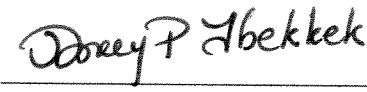
2. **GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL.** Grantor hereby grants to Grantees a continuing first priority security interest in all of Grantor's right, title and interest in Grantor's infomercial, corporate name, trade name(s) under which it does business or intends to do business and Grantor's website (collectively, the "Intellectual Property Collateral"), which Intellectual Property Collateral includes the assets described in Schedule I attached to this Agreement.

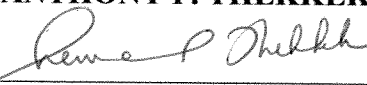
3. **SECURITY AGREEMENT.** The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to Grantees pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantees with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Nothing contained herein shall be deemed to amend or otherwise modify the provisions of Section 2(d) of the Loan Agreement, which provisions are hereby confirmed.

IN WITNESS WHEREOF, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

LASERSCULPT, INC.

By: 
Name: Steven A. Victor, M.D.
Title: Chairman and Chief Executive Officer



ANTHONY P. THEKKEK


PREMA P. THEKKEK

ACKNOWLEDGMENT OF GRANTOR

STATE OF NEW YORK)
)
) ss.
COUNTY OF NEW YORK)

On this 2nd day of ~~September~~ October, 2009, before me personally appeared Steven Victor, M.D., proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of LaserSculpt, Inc., a Delaware corporation, who being by me duly sworn did depose and say that he is an authorized officer of said company, that said instrument was signed on behalf of said company authorized by its board of directors and that he acknowledged said instrument to be the free act and deed of said company.


{seal} Notary Public

MAUREEN MAHER
NOTARY PUBLIC, STATE OF NEW YORK
No. 01MA6009847
QUALIFIED IN NEW YORK COUNTY
MY COMMISSION EXPIRES JUNE 29, 2010

SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK	OWNER	GOODS/SERVICES	APP/REG. NO.	APP. DATE
LASERSCULPT and Design	LaserSculpt, Inc.	Providing a website featuring information regarding laser lipolysis treatment, as well as a directory of doctors employing that procedure; promoting the goods and services of others through infomercials played on network television	77/692,627	3/17/09
DR. VICTOR'S LASERSCULPT	LaserSculpt, Inc.	Cosmetic and plastic surgery	77/573,800	9/18/08
DR. VICTOR'S LIPOSCULPT	LaserSculpt, Inc.	Medical services, namely lypolysis	77/560,217	9/2/08

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TITLE OF WORK

Pending Application to register LASERSCULPT; Application No. _____; Filing Date: _____
Website Content at www.lasersculptnetwork.com
LaserSculpt Video Infomercial
Print Sales and Information Collateral

DOMAIN NAMES:

Lasersculptnetwork.com
Lasersculpt.eu
Lasersculpt.tv
Lasersculpt.us
Liposculptnetwork.co.uk
Liposculptnetwork.com
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