

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
Solicore, Inc.		08/26/2010	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	BlueCrest Venture Finance Master Fund Limited		
Street Address:	South Church Street		
Internal Address:	PO Box 309, Uglan House		
City:	George Town		
State/Country:	CAYMAN ISLANDS		
Entity Type:	limited company: CAYMAN ISLANDS		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2846060	FLEXION	
Registration Number:	2846061	THE FUTURE OF POWER, TODAY	
Registration Number:	2962584	SOLICORE	
Registration Number:	3022492	DIFFERENT DOWN TO THE CORE	
Registration Number:	3203246	SOLICORE	
CORRESPONDENCE DATA			
Fax Number:	(949)567-6710		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	415 773 5700		
Email:	kmoore@orrick.com		
Correspondent Name:	Beth M. Goldman		
Address Line 1:	405 Howard Street		
Address Line 4:	San Francisco, CALIFORNIA 94105		
ATTORNEY DOCKET NUMBER:	18664.15		

CH \$140.00 2846060

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:	Chelseaa E.L. Bush
Signature:	/Chelseaa E.L. Bush/
Date:	09/02/2010

Total Attachments: 3

source=TrademarkSecurityInterest#page1.tif

source=TrademarkSecurityInterest#page2.tif

source=TrademarkSecurityInterest#page3.tif

**ATTACHMENT 2
TO SECURITY AGREEMENT**

GRANT OF SECURITY INTEREST

TRADEMARKS

This GRANT OF SECURITY INTEREST, dated as of August 26, 2010, is executed by Solicore, Inc., a Florida corporation ("Grantor"), in favor of BlueCrest Venture Finance Master Fund Limited, a Cayman Islands limited company as successor to BlueCrest Capital Finance, L.P. ("Lender").

A. Pursuant to that certain Loan and Security Agreement, dated as of April 2, 2008 (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

B. Grantor and Lender have entered into that certain Amendment to Loan and Security Agreement, dated as of April 16, 2010 (as amended, the "Amendment ") pursuant to which Grantor granted to Lender a valid, first priority continuing security interest and lien upon Grantor's Intellectual Property comprising all of Grantor's Trademarks and the goodwill associated therewith.

C. 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.

D. 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").]

E. Grantor and other entities party thereto from time to time have entered into a Security Agreement (Intellectual Property) dated as of August 26, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of Lender.

F. 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.

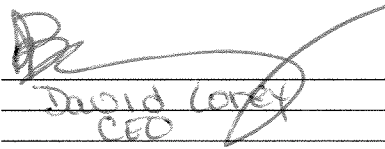
GRANTOR

Solicore, Inc.,
a Florida corporation

By: _____


Name: _____

Title: _____


David Lovey
CEO

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

TRADEMARKS AND TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Serial Number</u>	<u>Date Filed</u>	<u>Registration Number</u>	<u>Status</u>
FLEXION	76/461800	October 28, 2002	2,846,060	Registered
THE FUTURE OF POWER, TODAY	76/461802	October 28, 2002	2,846,061	Registered
SOLICORE	76/410068	May 16, 2002	2,962,584	Registered
DIFFERENT DOWN TO THE CORE	76/577323	February 9, 2004	3,022,492	Registered
	76/577324	February 9, 2004	3,203,246	Registered