

**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>
LIFESCRIPT, INC.		03/28/2011	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	AGILITY CAPITAL II, LLC		
<b>Street Address:</b>	812 S. Anacapa		
<b>Internal Address:</b>	Suite A		
<b>City:</b>	Santa Barbara		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	93101		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2810923	LIFESCRIPT	
<b>Registration Number:</b>	3508133	SLIMSCRIPT	
<b>Registration Number:</b>	3508134	SLIM SCRIPT	
<b>Registration Number:</b>	3286843	DERMASTEP	
<b>Registration Number:</b>	3036661	YOUR PRESCRIPTION FOR LIFE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(858)550-6420		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	858-550-6403		
<b>Email:</b>	erin.obrien@cooley.com		
<b>Correspondent Name:</b>	Erin O'Brien		
<b>Address Line 1:</b>	c/o Cooley LLP		
<b>Address Line 2:</b>	4401 Eastgate Mall		
<b>Address Line 4:</b>	San Diego, CALIFORNIA 92121		

**CH \$140.00 2810923**

ATTORNEY DOCKET NUMBER:	305948-158 LIFESCRIPT
NAME OF SUBMITTER:	Erin O'Brien
Signature:	/Erin O'Brien/
Date:	03/29/2011
Total Attachments: 5 source=Lifescrypt signed IPSA#page1.tif source=Lifescrypt signed IPSA#page2.tif source=Lifescrypt signed IPSA#page3.tif source=Lifescrypt signed IPSA#page4.tif source=Lifescrypt signed IPSA#page5.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of March 15, 2011 by AGILITY CAPITAL II, LLC, a California limited liability company ("Lender") and LIFESCRIPT, INC., a Delaware corporation ("Borrower").

### RECITALS

Lender has agreed to make certain advances of money and to extend certain financial accommodations to Borrower under that certain Loan and Security Agreement by and between Lender and Borrower dated of even date herewith (as amended from time to time, the "Loan Agreement"). Capitalized terms used herein are used as defined in the Loan Agreement. Pursuant to the terms of the Loan Agreement, Borrower has granted to Lender a security interest in its personal property.

NOW, THEREFORE, Borrower agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Borrower and Lender, Borrower grants to Lender a security interest in all of Borrower's right, title and interest in, its intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto) and all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof. Borrower represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Borrower has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

[Signature page follows.]

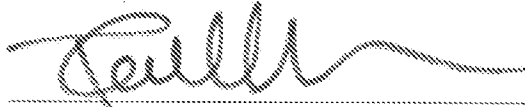
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**BORROWER:**

Address of Borrower:

26001 Pala  
Mission Viejo, CA 92691  
Attn:

LIFESCRIPT, INC.

By:   
Name: Bruno Caputo  
Title: CEO

**LENDER:**

Address of Lender:

812 Anacapa, Suite A  
Santa Barbara, CA 93101  
Attn: Daniel Corry

AGILITY CAPITAL II, LLC

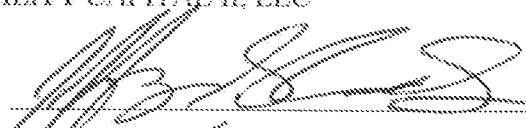
By:   
Name: Daniel Corry  
Title: Managing Director

EXHIBIT A

Copyrights

Description	Registration Number	Registration Date

EXHIBIT B

Patents

Description	Patent/ Serial Number	Issue /Application Date
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EXHIBIT C

Trademarks

Description	Registration/ Application Number	Registration/ Application Date
LIFESCRIPT	2,810,923	02/03/04
SLIMSCRIPT	3,508,133	02/26/08
SLIM SCRIPT	3,508,134	02/26/08
DERMASTEP	3,286,843	08/28/07
YOUR PRESCRIPTION FOR LIFE	3,036,661	02/18/04

