

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
Skinit, Inc.		04/28/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	BlueCrest Capital Finance, L.P.
Street Address:	225 West Washington Street
Internal Address:	Suite 200
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	3427794	BLING YOUR SKIN
Registration Number:	3427795	BLINGSKIN
Registration Number:	3733009	CUSTOMIZER
Registration Number:	3367698	G GLOBAL WIRELESS ENTERTAINMENT
Registration Number:	3616638	SKINARIOS
Registration Number:	3251276	SKINIT
Registration Number:	3279765	SKINIT
Registration Number:	3703440	SKINIT WALL SKINS
Registration Number:	3241843	SKINIT.COM
Registration Number:	3763785	SKINIT-CHANGING THE FACE OF CONSUMER ELECTRONICS
Registration Number:	3723604	TAILGATE PACK
Registration Number:	3273498	WHAT'S YOUR SKIN?
Serial Number:	77899212	MAKE IT YOURS

CH \$465.00 3427794

Serial Number:	77755714	PERSONALIZATION STATION
Serial Number:	77882801	POWERING PERSONALIZATION
Serial Number:	85105639	PROCHART
Serial Number:	85257681	WHAT DO YOU SKIN FOR?
Serial Number:	77680679	YOU CUT

CORRESPONDENCE DATA

Fax Number: (949)567-6710
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 415 773 5700
Email: ipprosecutionsf@orrick.com
Correspondent Name: Beth M. Goldman
Address Line 1: 405 Howard Street
Address Line 4: San Francisco, CALIFORNIA 94105

ATTORNEY DOCKET NUMBER:	18664-21
NAME OF SUBMITTER:	Chelseaa E.L. Bush
Signature:	/Chesleaa E.L. Bush/
Date:	05/13/2011

Total Attachments: 4
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GRANT OF SECURITY INTEREST

TRADEMARKS

This GRANT OF SECURITY INTEREST, dated as of April 28, 2011 is executed by Skinit, Inc., a Delaware corporation ("Grantor"), in favor of BlueCrest Capital Finance, L.P., a Delaware limited partnership ("Lender").

A. Pursuant to that certain Loan and Security Agreement, dated as of April 28, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), by and between Grantor and Lender, Lender agreed to extend loans and other financial accommodations to Grantor upon the terms and subject to the conditions set forth therein.

B. 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 in the United States Patent and Trademark Office (collectively, the "Trademarks").

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 and other entities party thereto from time to time have entered into a Security Agreement (Intellectual Property) dated as of April, 28, 2011 (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:

225 West Washington Street
Suite 200
Chicago, Illinois 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

Skinit, Inc.,
a Delaware corporation

By: 

Name: Gregory J. Wimmer

Title: Chief Financial Officer

Grant of Security Interest - Trademarks

TRADEMARK
REEL: 004542 FRAME: 0482

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST
TRADEMARKS

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Serial Number/ Application Number</u>	<u>Date Filed</u>	<u>Registration Number</u>	<u>Status</u>
BLING YOUR SKIN	US	77135911	20-Mar-2007	3,427,794	Registered 13-May-2008
BLINGSKIN	US	77135916	20-Mar-2007	3,427,795	Registered 13-May-2008
CUSTOMERIZER	US	77765493			Abandoned
CUSTOMIZER	US	77765490	22-Jun-2009	3,733,009	Registered 29-Dec-2009
FABRIC SKIN	US	77135925	20-Mar-2007		Abandoned
G GLOBAL WIRELESS ENTERTAINMENT	US	77024861	19-Oct-2006	3,367,698	Registered 15-Jan-2008
MAKE IT YOURS	US	77899212	22-Dec-2009		Pending
PERSONALIZATION STATION	US	77755714	09-Jun-2009		Pending
POWERING PERSONALIZATION	US	77882801	30-Nov-2009		Pending
PROCHART	US	85105639	11-Aug-2010		Pending
SKINARIOS	US	77195804	01-Jun-2007	3,616,638	Registered 05-May-2009
SKINIT Logo	US	78886079	17-May-2006	3,251,276	Registered 12-Jun-2007
SKINIT	US	78886077	17-May-2006	3,279,765	Registered 14-Aug-2009
SKINIT WALL SKINS	US	77652224	19-Jan-2009	3,703,440	Registered 27-Oct-2009
<u>SKINIT.COM</u>	US	78886082	17-May-2006	3,241,843	Registered 15-May-2007
SKINIT-CHANGING THE FACE OF CONSUMER ELECTRONICS	US	77307648	18-Oct-2007	3,763,785	Registered 23-Mar-2010
STIKIFOTO	US	77313118	25-Oct-2007		Abandoned
TAILGATE PACK	US	77635319	17-Dec-2008	3,723,604	Registered 08-Dec-2009
WEBRACER	US	77789568	24-Jul-2009		Abandoned

WHAT DO YOU SKIN FOR?	US	85257681	04-Mar-2011		Pending
WHAT'S YOUR SKIN	US	77012805	03-Oct-2006	3,273,498	Registered 07-Aug-2007
YOU CUT	US	77680679	27-Feb-2009		Pending
SKINIT	AU	1114465	5/19/2006	1114465	Registered
SKINIT	CA	1302280	5/19/2006	TMA719345	Registered
SKINIT	EM	5085824	5/19/2006	5085824	Registered
SKINIT	JP	200670612	7/28/2006	5032921	Registered
SKINIT	NZ	753780	5/17/2006	753780	Registered
SKINIT	KR	4.520060003125	8/25/2006	450019475	Registered
SKINIT	MX	804684	9/5/2006	973913	Registered
SKINIT	MX	804687	9/5/2006	966591	Registered
SKINIT	BR	828737231	9/21/2006	828737231	Registered
SKINIT	BR	828737258	9/21/2006	828737258	Registered
SKINIT	AR	2705026	10/2/2006	2195780	Registered
SKINIT	AR	2705027	10/2/2006	2259281	Registered
SKINIT	VE	2006022325	10/3/2006		Published 10/1/2010
SKINIT	VE	2006022330	10/3/2006		Published 6/25/2007
SKINIT	PY	25618	8/31/2006	321905	Registered
SKINIT	PY	25617	8/31/2006	321904	Registered
SKINIT	CL	742765	9/1/2006	783631	Registered
SKINIT	CL	742766	9/1/2006	783630	Registered
SKINIT	PE	289904	9/5/2006	128783	Registered
SKINIT	PE	290303	9/7/2006	44911	Registered
SKINIT	UY	375019	10/19/2006	375019	Registered
SKINIT	UY				Closed 11/16/2006
SKINIT	MY	200616206	9/6/2006	200616206	Registered
SKINIT	MY	200616207	9/6/2006	200616207	Registered
SKINIT	CN	5587292	9/5/2006	5587292	Registered
SKINIT	CN	5587293	9/5/2006	5587293	Registered
SKINIT	CO	6087463	9/1/2006	340410	Registered
SKINIT	CO	6087469	9/1/2006	340447	Registered
SKINIT	IN	1498218	10/20/2006	1498218	Registered
SKINIT	IN	1498217	10/20/2006		Published 11/28/2008

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