

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
Implicitcare, LLC		08/05/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Ted Gagliano		
Street Address:	2451 Briarcrest Road		
City:	Beverly Hills		
State/Country:	CALIFORNIA		
Postal Code:	90210		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3926522	IC IMPLICIT CARE	
Registration Number:	3901284	IGUIDE	
Registration Number:	3982128	IMPLICITCARE	
Registration Number:	3815484	IMPLICITGUIDE	
Registration Number:	3815483	SUTUROD	
CORRESPONDENCE DATA			
Fax Number:	(302)636-5454		
Phone:	800-927-9801 x2348		
Email:	jpaterso@cscinfo.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	940027		

CH \$140.00 3926522

900204273

TRADEMARK
REEL: 004639 FRAME: 0355

NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	10/11/2011
Total Attachments: 9 source=10-11-10 Implicitcare-TM#page1.tif source=10-11-10 Implicitcare-TM#page2.tif source=10-11-10 Implicitcare-TM#page3.tif source=10-11-10 Implicitcare-TM#page4.tif source=10-11-10 Implicitcare-TM#page5.tif source=10-11-10 Implicitcare-TM#page6.tif source=10-11-10 Implicitcare-TM#page7.tif source=10-11-10 Implicitcare-TM#page8.tif source=10-11-10 Implicitcare-TM#page9.tif	

COLLATERAL SECURITY AND PLEDGE AGREEMENT

THIS COLLATERAL SECURITY AND PLEDGE AGREEMENT (this "Agreement") is entered into as of August 5, 2011, by and between Ted Gagliano ("Grantee"); and IMPLICITCARE, LLC, a Delaware limited liability company, with its principal place of business located at 9201 W. Sunset Boulevard, Suite 615 West Hollywood, CA 90069 (together with its successors and assigns, "Grantor").

RECITALS:

A. Grantor and Grantee have entered into that certain Convertible Promissory Note (the "Note") dated as of even date herewith, pursuant to which Grantor has promised to pay to Grantee the amounts set forth therein.

B. This Agreement and other obligations and transactions described and contemplated hereby are to secure Grantor's performance of and repayment under the Note.

C. Grantor owns certain Pledged Collateral (as defined below), including, without limitation, the Intellectual Property (as defined below) described on Schedule A hereto, together with any applications, extensions, renewals or other filings related thereto, including all of the goodwill and general intangible rights associated therewith (the "Grantor Intellectual Property").

D. Grantor desires to pledge as collateral to Grantee, and Grantee desire to accept from Grantor, the Pledged Collateral.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual agreements and covenants contained herein and in the Note, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Definitions.

a. Unless otherwise defined herein, capitalized terms used herein that are defined in the UCC shall have the meanings assigned to them in the UCC, including the following that are capitalized herein:

"Accounts"; "Deposit Account"; "Equipment"; "Fixtures"; "General Intangibles"; "Goods"; "Inventory"; "Money"; and "Proceeds".

b. "Intellectual Property" means, collectively, patents, trademarks (excluding only United States intent-to-use Trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications), copyrights, trade secrets, and all other industrial, intangible and intellectual property of any type, including mask works and industrial designs.

c. "UCC" means the Uniform Commercial Code as in effect from time to time in the State of California.

2. Grant of Security Interest. As collateral for the prompt and complete payment when due of all amounts due under the Note, Grantor hereby grants to Grantee a continuing first priority security interest, *pari passu* with all other members of Grantor who have a security interest under notes similar to the Note, in:

a. Grantor's entire right, title and interest in and to the Grantor Intellectual Property including all of the goodwill and general intangible rights associated therewith, in the United States and in all foreign countries, whether or not such Grantor Intellectual Property is registered or has been registered prior to, on or after the date of this Agreement,

b. All income, proceeds, royalties, damages, payments, claims, demands, and causes of action, both statutory and based upon common law, and in law or equity, that Grantor has or might have by reason of any infringement, past, present or future, of any Grantor Intellectual Property prior to, on or after the date of this Agreement, together with the right to collect and prosecute all of and for all of the above in the Grantee's own name;

c. All Accounts;

d. All Equipment, Goods, Inventory and Fixtures;

e. All General Intangibles;

f. All Money and all Deposit Accounts; and

g. To the extent not covered by clauses a through f immediately above, all other assets, personal property and rights of the Grantor, whether tangible or intangible, all Proceeds and products of each of the foregoing and all accessions to, substitutions and replacements for, and rents, profits and products of, each of the foregoing, and any and all Proceeds of any insurance, indemnity, warranty or guaranty payable to Grantor from time to time with respect to any of the foregoing (each of a-g above is referred to collectively herein as the "Pledged Collateral").

This Agreement is solely for purposes of securing performance of the Note and shall not operate as an assignment of any liabilities or obligations relating to the Pledged Collateral. Grantor shall have the sole obligation to maintain, protect and enforce the Pledged Collateral and its rights therein at its sole cost and expense.

3. Filings.

a. Grantor hereby irrevocably authorizes the Grantee at any time and from time to time to file in any relevant jurisdiction any financing statements (including fixture filings) and amendments thereto that contain the information required by Article 9 of the UCC of

each applicable jurisdiction for the filing of any financing statement or amendment relating to the Pledged Collateral, including (i) whether Grantor is an organization, the type of organization and any organizational identification number issued to Grantor, and (ii) any financing or continuation statements or other documents for the purpose of perfecting, confirming, continuing, enforcing or protecting the security interest granted by Grantor hereunder, without the signature of Grantor where permitted by law.

b. Grantor hereby further authorizes Grantee to file with the United States Patent and Trademark Office and the United States Copyright Office (and any successor office and any similar office in any United States state or other country) this Agreement and other documents for the purpose of perfecting, confirming, continuing, enforcing or protecting the security interest granted by Grantor hereunder, without the signature of Grantor where permitted by law, and naming Grantor as debtor, and Grantee as secured party

4. Representations and Warranties. Grantor represents and warrants to Grantee as follows:

a. It is duly authorized and empowered to execute and perform this Agreement;

b. This Agreement constitutes a legal, valid and binding agreement and is enforceable against it in accordance with its terms; and

c. Neither the execution, delivery or performance of this Agreement nor the consummation of the transactions contemplated hereby will violate any law, rule, regulation, or order affecting the Grantor, any of its affiliates or any of their assets or properties.

5. Further Assurances. Grantor agrees that it shall do, execute, acknowledge and deliver, all acts, agreements, instruments, consents, notices and assurances as may be reasonably requested by Grantee to further effect and evidence this Agreement and enforcement of the same hereunder and the transactions contemplated hereby.

6. Remedies. If any Event of Default (as that term is defined in the Note) shall have occurred and be continuing:

a. Grantee may exercise, in addition to the other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a secured party upon default under the UCC (whether or not the UCC applies to the affected Pledged Collateral) and also may:

(i) require Grantor to, and Grantor hereby agrees that it will at its expense and upon request of the Grantee immediately, assemble the Pledged Collateral or any part thereof, as directed by the Grantee and make it available to the Grantee at a place and time to be designated by the Grantee;

(ii) without notice except as specified below, sell, resell, assign and deliver or grant a license to use or otherwise dispose of the Pledged Collateral or any part thereof, in one or more parcels at public or private sale, at any of the Grantee's

offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as the Grantee may deem commercially reasonable; and

(iii) occupy any premises owned or leased by any of the Grantor where the Pledged Collateral or any part thereof is assembled or located for a reasonable period in order to effectuate its rights and remedies hereunder or under law, without obligation to such Grantor in respect of such occupation.

Grantor agrees that, to the extent notice of sale shall be required by law, at least thirty (30) days' notice to Grantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. To the extent permitted by applicable law, Grantor waives all claims, damages and demands it may acquire against the Grantee arising out of the exercise by it of any rights hereunder. The Grantee shall not be obligated to make any sale of Pledged Collateral regardless of notice of sale having been given. The Grantee may adjourn any public or private sale from time to time by announcement at the time and place fixed therefore, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

b. Upon the written demand of the Grantee, Grantor shall execute and deliver to the Grantee an assignment or assignments of any or all of the Grantor Intellectual Property and such other documents and take such other actions as are necessary or appropriate to carry out the intent and purposes hereof. Within ten (10) business days of written notice thereafter from the Grantee, Grantor shall make available to the Grantee, to the extent within Grantor's power and authority, such personnel in Grantor's employ on the date of the Event of Default as the Grantee may reasonably designate to permit Grantor to continue, directly or indirectly, to produce, advertise and sell the products and services sold by such Grantor under the Grantor Intellectual Property, and such persons shall be available to perform their prior functions on the Grantee's behalf.

7. Termination. On the indefeasible payment in full in cash of the Note or conversion of all outstanding amounts thereunder into Units of the Grantor as set forth more fully in the Note, Grantee shall, on the written request of Grantor, release the Pledged Collateral from all liens and security interests created hereby, and this Agreement and all obligations of the Grantee and Grantor hereunder shall terminate, all without delivery of any instrument or any further action by any party, and all rights to the Pledged Collateral shall revert to the Grantor. At the request and sole expense of any Grantor following any such termination, the Grantee shall deliver to Grantor any Pledged Collateral held by the Grantee hereunder, and execute and deliver to Grantor such documents as Grantor shall reasonably request to evidence such termination.

8. Amendment. This Agreement may not be modified or amended unless such modification or amendment is in a writing signed by the parties. The provisions of this Agreement may not be waived unless such waiver is in a writing signed by the party against whom enforcement of such waiver or discharge is sought.

9. Severability. If any provision of this Agreement shall be held invalid or unenforceable, in whole or in part, or as applied to any circumstance, under the laws of any jurisdiction which

may govern for such purpose, then such provision shall be deemed to be modified or restricted to the extent and in the manner necessary to render the same valid and enforceable, either generally or as applied to such circumstance, or shall be deemed excised from this Agreement, as the case may require, and this Agreement shall be construed and enforced to the maximum extent permitted by law as if such provision had been originally incorporated herein as so modified or restricted, or as if such provision had not been originally incorporated herein, as the case may be.

10. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that Grantee may not assign any of its rights or obligations hereunder without the prior written consent of Grantor.

11. Governing Law. The parties hereto agree that this Agreement shall be governed by and construed in accordance with the laws of the State of California, without giving effect to conflict of law principles. This Agreement shall be construed and interpreted without regard to any presumption against the party causing this Agreement to be drafted. Each of the parties hereby unconditionally and irrevocably waives the right to a trial by jury in any action, suit or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby. Each of the parties unconditionally and irrevocably consents to the exclusive jurisdiction of the courts of the State of California located in Los Angeles County and the District Court for the Central District of California located in Los Angeles County, and each of the parties hereby unconditionally and irrevocably waives any objection to venue or jurisdiction in any such court.

12. Counterparts. This Agreement may be executed in counterparts, including facsimile or electronic signature, each of which shall be deemed an original, but which together shall constitute one and the same agreement.

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IN WITNESS WHEREOF, the undersigned have caused this Collateral Security and Pledge Agreement to be executed as of the date first written above.

GRANTOR:

IMPLICITCARE, LLC

By: 

Name: Gregory Paul Mueller

Title: Manager

GRANTEE:

TED GAGLIANO



SCHEDULE A
Grantor Intellectual Property

Trademarks:

Mark	Serial No.	Registration No.	Registration Date
IC IMPLICIT CARE Logo	77/826147	3926522	9-21-2010
IGUIDE	77/712686	3901284	8-11-2009
IMPLICITCARE	77/826119	3982128	12-7-2010
IMPLICITGUIDE	77/712683	4815484	7-6-2010
SUTUROD	77/712678	3815483	7-6-2010

Patents:

Country Name	Type	Application Number/Date	Publication Number/Date	Patent Number/Date	Status Expiration D
United States of America	PRI	11/566386 04-Dec-2006	US-2008-0132945 05-Jun-2008	7740647 22-Jun-2010	Granted 12-May-2028
<i>Title: NECKLIFT PROCEDURE AND INSTRUMENTS FOR PERFORMING SAME</i>					
United States of America	PRI	11/566618 04-Dec-2006	US-2008-0132947 05-Jun-2008	7566340 28-Jul-2009	Granted 05-Mar-2028
<i>Title: SURGICAL THREADING DEVICE AND METHOD FOR USING SAME</i>					
United States of America	CIP	11/950378 04-Dec-2007	US-2008-0132921 05-Jun-2008	7842052 30-Nov-2010	Granted 29-May-2027
<i>Title: NECKLIFT PROCEDURE AND INSTRUMENTS FOR PERFORMING SAME</i>					
United States of America	RCE	11/950396 04-Dec-2007	US-2008-0132918-A1 05-Jun-2008	7914191 29-Mar-2011	Granted 29-May-2027
<i>Title: SURGICAL INSTRUMENT DOCKING DEVICE</i>					
United States of America	CIP	11/950401 04-Dec-2007	US-2008-0132916 05-Jun-2008	7833233 16-Nov-2010	Granted 21-Jun-2027
<i>Title: SURGICAL THREADING DEVICE AND METHOD FOR USING SAME</i>					
United States of America	CIP	12/233076 18-Sep-2008	US-2009-0054911-A1 26-Feb-2009		Published
<i>Title: SURGICAL THREADING DEVICE AND METHOD FOR USING SAME</i>					
Brazil	PCT	0720186-9 04-Jun-2009			Pending
<i>Title: NECKLIFT PROCEDURE AND INSTRUMENTS FOR PERFORMING SAME</i>					

European Patent Convention PCT 07865199.9 EP2091443 Published
02-Jul-2009 26-Aug-2009

Title: NECKLIFT PROCEDURE AND INSTRUMENTS FOR PERFORMING

Japan PCT 2009-540435 Pending
04-Jun-2009

Title: NECKLIFT PROCEDURE AND INSTRUMENTS FOR PERFORMING SAME

Korea, Republic of PCT 10-2009-7013992 Pending
03-Jul-2009

Title: NECKLIFT PROCEDURE AND INSTRUMENTS FOR PERFORMING SAME

Mexico PCT MX/a/2009/005922 Pending
04-Jun-2009

Title: NECKLIFT PROCEDURE AND INSTRUMENTS FOR PERFORMING SAME

Canada PCT 2672724 Pending
15-Jun-2009

Title: NECKLIFT PROCEDURE AND INSTRUMENTS FOR PERFORMING SAME

India PCT 2433/KOLN/2009 Pending
02-Jul-2009

Title: NECKLIFT PROCEDURE AND INSTRUMENTS FOR PERFORMING SAME

Taiwan ORD 098131671 201023812 Published
18-Sep-2009 01-Jul-2010

Title: SURGICAL THREADING DEVICE AND METHOD FOR USING SAME