

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
KATE TECHNOLOGIES, LLC		09/09/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	SQUARE 1 BANK		
Street Address:	406 Blackwell Street		
Internal Address:	Suite 240		
City:	DURHAM		
State/Country:	NORTH CAROLINA		
Postal Code:	27701		
Entity Type:	CORPORATION: NORTH CAROLINA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77575690	ULTRAKATE	
Serial Number:	77480277	DERMALUCENT	
CORRESPONDENCE DATA			
Fax Number:	(919)354-1278		
Phone:	919-314-3086		
Email:	loandocsdept@square1bank.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:	Square 1 Bank		
Address Line 1:	406 Blackwell Street		
Address Line 2:	Suite 240		
Address Line 4:	DURHAM, NORTH CAROLINA 27701		
NAME OF SUBMITTER:	Lee Conner		
Signature:	/leeconner-tkf/		

CH \$65.00 77575690

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TRADEMARK
REEL: 004639 FRAME: 0577

Date:

10/11/2011

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of September 9, 2011 by and between SQUARE 1 BANK ("Bank") and KATE TECHNOLOGIES, LLC, a Delaware limited liability company ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"); capitalized terms used herein are used as defined in the Loan Agreement).

B. Bank is willing to extend and to continue to extend financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

Now, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation 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 (collectively, "Intellectual Property Collateral").

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. This Agreement is intended facilitate Bank's filing of appropriate security interest assignments with the U.S. Copyright Office or the U.S. Patent and Trademark Office, as applicable. The Loan Agreement, and applicable law or equitable remedies, shall govern Bank's rights and remedies with respect to the Intellectual Property Collateral. Each right, power and remedy of Bank provided for herein or in the Loan Agreement shall be



concurrent and nothing shall preclude the simultaneous or later exercise by any person, including Bank, of any or all such rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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.

GRANTOR:

Address of Grantor:

KATE TECHNOLOGIES, LLC

9012 Beverly Boulevard
Los Angeles, CA 91360

By: *Michelle Taylor*
Name: Michelle Taylor
Title: CEO

BANK:

Address of Bank:

SQUARE 1 BANK

406 Blackwell Street, Suite 240
Durham, NC 27701
Attn: Loan Documentation Department

By: *Evan Travis*
Name: Evan Travis
Title: VBO



EXHIBIT A
COPYRIGHTS

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
NONE		

Kate Technologies IP/SA final



EXHIBIT B

PATENTS

Description	Registration OR Serial Number	Registration OR Filing Date
System and Method for skin care using light and microcurrents	12/429935	4-24-2009

Kate Technologies IP/SA final



EXHIBIT C
TRADEMARKS

Description	Registration/ Application Number	Registration/ Application Date
ULTRAKATE	77/575690	9-22-2008
DERMALUCENT	77/480277	5-21-2008

Kate Technologies IPSA final

