

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
BlueCrest Capital Finance, L.P.		08/24/2011	LIMITED PARTNERSHIP: DELAWARE

RECEIVING PARTY DATA

Name:	BlueCrest Venture Finance Master Fund Limited
Street Address:	P.O. BOX 309, Ugland House
Internal Address:	South Church Street
City:	George Town
State/Country:	CAYMAN ISLANDS
Postal Code:	KY1-1104
Entity Type:	Limited Company: CAYMAN ISLANDS

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:	3941686	MAKE IT YOURS
Serial Number:	77755714	PERSONALIZATION STATION
Serial Number:	77882801	POWERING PERSONALIZATION
Serial Number:	85105639	PROCHART
Registration Number:	3616638	SKINARIOS
Registration Number:	3251276	SKINIT
Registration Number:	3279765	SKINIT
Registration Number:	3703440	SKINIT WALL SKINS
Registration Number:	3241843	SKINIT.COM

CH \$465.00 3427794

Registration Number:	3763785	SKINIT-CHANGING THE FACE OF CONSUMER ELECTRONICS
Registration Number:	3723604	TAILGATE PACK
Serial Number:	85257681	WHAT DO YOU SKIN FOR?
Registration Number:	3273498	WHAT'S YOUR SKIN?
Serial Number:	77680679	YOU CUT

CORRESPONDENCE DATA

Fax Number: (949)567-6710
Phone: 949-852-7792
Email: ipprosecution@orrick.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: Victor Santos
Address Line 1: 2050 Main Street, Suite 1100
Address Line 4: Irvine, CALIFORNIA 92614-8255

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Victor Santos
Signature:	/Victor Santos/
Date:	03/15/2012

Total Attachments: 6
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**ASSIGNMENT OF SECURITY INTEREST
(INTELLECTUAL PROPERTY)**

This ASSIGNMENT OF SECURITY INTEREST (INTELLECTUAL PROPERTY) (this "Security Assignment"), effective as of August 24, 2011, is entered into by and between BlueCrest Capital Finance, L.P., a Delaware limited partnership ("Assignor") and BlueCrest Venture Master Fund Limited, a Cayman Islands, limited company ("Assignee").


WHEREAS, pursuant to that certain Security Agreement (Intellectual Property), dated as of April 28, 2011, by and between Assignor and Skinit, Inc., Assignor obtained a security interest in and to all of Skinit, Inc.'s right, title and interest in the property described in Attachment 1 hereto, whether now owned or hereafter acquired (collectively, the "Skinit IP"), which Attachment 1 is incorporated herein.

WHEREAS, Assignor and Assignee wish to enter into this Security Assignment in which Assignor assigns its security interest in the Skinit IP to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor assigns to Assignee its security interest in the Skinit IP.

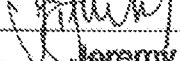
Assignor

BlueCrest Capital Finance, L.P.
By: BlueCrest Capital Finance GP, LLC,
its General Partner

By: 
Name: Mark King
Title: Manager

Assignee

BlueCrest Venture Finance Master Fund Limited, acting by its duly appointed agent, BlueCrest Capital Management Guernsey LP (acting through its Geneva branch) acting by its general partner BlueCrest Capital Management Guernsey Limited

By: 
Name: Jeremy Sambrook
Title: Director

ATTACHMENT I
TO SECURITY ASSIGNMENT

All right, title and interest of Skinit, Inc. ("Skinit"), whether now owned or hereafter acquired, in and to the following property (collectively, the "Collateral");

(a) All trademarks, trade names, trade styles and service marks, and all prints and labels on which said trademarks, trade names, trade styles and service marks have appeared or appear, and all designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all right, title and interest therein and thereto, all registrations and recordings thereof, including, (i) all applications, registrations and recordings in the Patent and Trademark Office or in any similar office or agency of the United States, any state thereof, or any foreign country or any political subdivision thereof, all whether now owned or hereafter acquired by Skinit, including those described in Schedule A to this Attachment I, which Schedule A is incorporated herein by this reference, (ii) all reissues, extensions or renewals thereof and all licenses thereof, and (iii) and all rights in World Wide Web addresses, uniform resource locators and domain names and applications and registrations therefor (collectively, the "Trademarks");

(a) All patentable inventions, patent rights, shop rights, letters patent of the United States or any foreign country, all right, title and interest therein and thereto, and all registrations and recordings thereof, including (i) all Patent Registrations and recordings in the Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any foreign country or political subdivision thereof, all whether now owned or hereafter acquired by Skinit or licensed to Skinit, including those described in Schedule B to this Attachment I, which Schedule B is incorporated herein by this reference, and (ii) all reissues, continuations, continuations-in-part or extensions thereof and all licenses thereof (collectively, the "Patents");

(b) All copyrights including, without limitation, (i) all original works of authorship fixed in any tangible medium of expression, all right, title and interest therein and thereto, and all registrations and recordings thereof, including all applications, registrations and recordings in the Copyright Office or in any similar office or agency of the United States, any state thereof, or any foreign country or any political subdivision thereof, all whether now owned or hereafter acquired by Skinit, including those described on Schedule C to this Attachment I, which Schedule C is incorporated herein by this reference, and (ii) all extensions or renewals thereof and all licenses thereof (collectively, the "Copyrights");

(c) All licenses of Patents, Trademarks, Copyrights and Trade Secrets which any Person has granted to Skinit that are material to the operation of Skinit's business, other than for standard off the shelf software, including those as described on Schedule D to this Attachment I, which Schedule D is incorporated herein;

(d) All goodwill of Skinit's business symbolized by the Trademarks and all customer lists and other records of Skinit relating to the distribution of products or provision of services bearing or covered by the Trademarks;

(e) All proprietary information, including formulas, patterns, compilations, programs, devices, methods, techniques or processes, that derives independent economic value, actual or

potential, from not being generally known to, and not being readily ascertainable by proper means by other Persons who can obtain economic value from its disclosure or use, all whether now owned or hereafter acquired by Skinit (collectively, the "Trade Secrets");

(f) All claims by Skinit against any Person for past, present or future infringement of the Patents, Trademarks, Copyrights or Trade Secrets; and

(g) All proceeds of the foregoing (including whatever is receivable or received when Collateral or proceeds is (are) sold, collected, exchanged, licensed or otherwise disposed of, whether such disposition is voluntary or involuntary, including rights to payment and return premiums and insurance proceeds under insurance with respect to any Collateral, and all rights to payment with respect to any cause of action affecting or relating to the Collateral).

Notwithstanding anything to the contrary herein, the Collateral shall not include (a) any intent-to-use trademark application at any times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a security interest in such intent to use trademark would affect Skinit's rights to such trademarks under to applicable law, and (b) any contract, license or general intangible to which Skinit is a party if and to the extent such contract, license or general intangible is subject to express contractual provisions prohibiting the creation of a security interest in the right, title or interest of Skinit therein and such creation would, in and of itself, cause or result in a default thereunder enabling another party to such contract, license or general intangible to terminate the same or enforce material remedies thereunder; except in each case to the extent that (x) such prohibition has been waived or such other party has otherwise consented to the creation hereunder of a security interest in such contract, license or general intangible or (y) such prohibition would be rendered ineffective pursuant to Section 9-406, 9-407 or 9-408 of Article 9 of the UCC, as applicable and as then in effect in any relevant jurisdiction, or any other applicable law (including the Bankruptcy Code) or principles of equity and provided, further, that immediately upon the ineffectiveness, lapse or termination of any such prohibiting provision, Skinit shall be deemed to have granted a security interest in, all its rights, title and interest in and to such contract, license or general intangible as if such provision had never been in effect.

SCHEDULE A
TO ATTACHMENT I
TO SECURITY ASSIGNMENT

TRADEMARKS AND TRADEMARK APPLICATIONS

<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	3,941,686	Registered 2011-Apr-5
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
SKINIT.COM	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
STIKIPOTO	US	77313118	25-Oct-2007		Abandoned
TAILGATE PACK	US	77635319	17-Dec-2008	3,723,604	Registered 08-Dec-2009

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Serial Number/ Application Number</u>	<u>Date Filed</u>	<u>Registration Number</u>	<u>Status</u>
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

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Serial Number/ Application Number</u>	<u>Date Filed</u>	<u>Registration Number</u>	<u>Status</u>
SKINIT	IN	1498217	10/20/2006		Published 11/28/2008