

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
Cenegenics, L.L.C.		12/20/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Medley Capital Corporation, as Collateral Agent		
Street Address:	375 Park Avenue, 33rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10152		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3436621	CENEGENICS MEDICAL INSTITUTE	
CORRESPONDENCE DATA			
Fax Number:	4045725135		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	404-572-3458		
Email:	slake@kslaw.com		
Correspondent Name:	Susan Lake, Paralegal		
Address Line 1:	1180 Peachtree Street		
Address Line 2:	King & Spalding		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	18578-009009		
NAME OF SUBMITTER:	Susan Lake		
Signature:	/Susan Lake/		

CH \$40.00 3436621

Date:

01/16/2013

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT (TRADEMARKS)

THIS SECURITY AGREEMENT, dated as of December 20, 2012, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, if more than one, collectively, the "Grantors"), in favor of MEDLEY CAPITAL CORPORATION ("*Medley*"), as Collateral Agent (in such capacity, together with its successors and permitted assigns, the "*Collateral Agent*") for the Lenders and the other Secured Parties.

WITNESSETH:

WHEREAS, CENEGENICS, L.L.C, a Delaware limited liability company (the "*Borrower*"), the lenders from time to time party thereto (each a "*Lender*" and, collectively, the "*Lenders*"), Medley, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "*Administrative Agent*") and the Collateral Agent (Collateral Agent, together with the Administrative Agent, collectively, the "*Agents*" and each an "*Agent*"), have entered into a Credit Agreement, dated as of December 20, 2012 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*");

WHEREAS, all of the Grantors are party to a Guaranty and Security Agreement of even date herewith in favor of the Collateral Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*Guaranty and Security Agreement*"), pursuant to which the Grantors are required to execute and deliver this Intellectual Property Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Collateral Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Intellectual Property Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages and pledges to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "*Intellectual Property Collateral*");

(a) all of its Trademarks and all Trademark Licenses providing for the grant by or to such Grantor of any right under any Trademark, including those referred to on Schedule I hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof. **Notwithstanding the foregoing, there shall be no security interest or Lien on any Trademark application that is filed on an "intent-to-use" basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).**

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Intellectual Property Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Intellectual Property Security Agreement conflicts with any provision of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall govern.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Intellectual Property subject to a security interest hereunder.

Section 5. Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. **THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS (OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW).** In addition, the provisions of Section 8.6, 8.7, 8.8 and 8.12 of the Guaranty and Security Agreement are incorporated herein by reference, *mutatis mutandis*.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CENEGENICS, L.L.C., as Grantor


By: _____

Name: John E. Adams

Title: Manager/CEO/President

SCHEDULE I
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARKS

Canada Trademark
China Trademark
Columbia Trademark
Europe/CTM (covers 20 European countries)
European Community Trademark advertisement for Cenogenics, Bulletin No. 030/2008
Hong Kong Trademark
Japan Trademark
Korea Trademark
Mexico Trademark
Russia Trademark
Trade Mark & Service Mark Principal Register 2008 - Cenogenics
Ukraine Trademark

Application # 1472464	Application pending
Registration # 6752049	Effective until 11/27/2020
Registration/Certificate # 366475	Effective until 10/31/2018
Registration # 6833065	Effective until 4/15/2018
Trade Mark # 006833065	Effective until 4/15/2018
Trade Mark # 301083671	Effective until 4/15/2018
#2008-29490	Effective until 4/24/2019
Reg. No. 40-0779649	Expires 2/16/2019
Registration # 1093769	Effective until 4/25/2018
Reg. No. 385844	Effective until 4/15/2018
Reg. No. 3,436,621	Effective until 5/27/2018
Reg. No. 113787	Effective until 11/4/2018