

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
Keraplast Technologies, LLC		09/06/2013	LIMITED LIABILITY COMPANY: TEXAS

RECEIVING PARTY DATA

Name:	KMS Ventures, Inc.
Street Address:	1301 West 25th Street, Suite 300
City:	Austin
State/Country:	TEXAS
Postal Code:	78705
Entity Type:	CORPORATION: TEXAS

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	4376799	REPLICINE
Registration Number:	4328874	KERAS K
Registration Number:	4283573	KERAS
Registration Number:	4276462	KERAS
Registration Number:	4227270	RETROSPECT
Registration Number:	4227109	RETROSPECT
Registration Number:	4077203	KERAGELT
Registration Number:	4107241	KERAGEL
Registration Number:	4010157	KERAMATRIX
Serial Number:	85313561	REPLICINE
Serial Number:	85963202	REPLICINE

CORRESPONDENCE DATA

Fax Number: 2149997919

OP \$290.00 4376799

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 214-220-7919
Email: jucooper@velaw.com
Correspondent Name: Julie H Cooper
Address Line 1: 2001 Ross Avenue, Suite 3700
Address Line 2: c/o Vinson & Elkins LLP
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	KOZ500/64000
NAME OF SUBMITTER:	Julie H Cooper
Signature:	/julie h cooper/
Date:	10/15/2013

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of September 6, 2013, is made by Keraplast Technologies, LLC, a Texas limited liability company (the "**Grantor**"), in favor of KMS Ventures, Inc., as secured party.

WITNESSETH:

WHEREAS, the Secured Party has previously agreed to make extensions of credit to the Company pursuant to (i) that certain Second Amended, Renewed and Extended Promissory Note dated as of May 11, 2010 in the original principal amount of \$1,303,506.85, as amended by a Renewal Amendment to Note dated as of September 30, 2010, and (ii) that certain Third Amended, Renewed and Extended Promissory Note dated as of May 11, 2010 in the original principal amount of \$694,226.02, as amended by a Renewal Amendment to Note dated as of September 30, 2010 (collectively, the "**Notes**");

WHEREAS, the Grantor has agreed, pursuant to a Second Amended and Restated Security Agreement, dated as of May 11, 2010, in favor of the Secured Party (the "**Security Agreement**"), to secure the obligations of the Company in connection with the Notes; and

WHEREAS, the Grantor is a party to the Security Agreement pursuant to which the Grantor may be required to execute and deliver this Intellectual Property Security Agreement from time to time;

NOW, THEREFORE, the Grantor hereby agrees with the Secured Party, as follows:

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

Section 2. Grant of Security Interest in Intellectual Property Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the obligations secured by the Security Agreement, hereby mortgages, pledges and hypothecates to the Secured Party and grants to the Secured Party a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "**Intellectual Property Collateral**"):

(a) Copyrights.

(i) all of its Copyrights providing for the grant by or to such Grantor of any right under any Copyright, including, without limitation, those referred to on Schedule 1A hereto;

(ii) all renewals, reversions and extensions of the foregoing;

(iii) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without

limitation, 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.

(b) Patents.

(i) all of its Patents providing for the grant by or to the Grantor of any right under any Patent, including, without limitation, those referred to on Schedule 1B hereto;

(ii) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(iii) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, 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.

(c) Trademarks.

(i) all of its Trademarks providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1C hereto;

(ii) all renewals and extensions of the foregoing;

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

(iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, 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.

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

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or prudent actions in connection with their Intellectual Property Collateral 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 Texas.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the 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.

KERAPLAST TECHNOLOGIES, LLC,
as Grantor

By Charles A. LeMaistre
Name: Charles A. LeMaistre
Title: Chairman of the Board

ACCEPTED AND AGREED
as of the date first above written:

KMS VENTURES, INC.

By Gregory A. Rozmetsky
Name: GREGORY A. ROZMETSKY
Title: PRESIDENT

ACKNOWLEDGMENT OF GRANTOR

STATE OF Texas,
COUNTY OF Brewer ss.

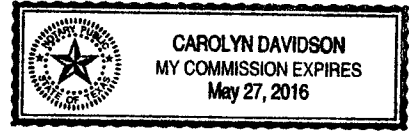
On this 26 day of September, 2013, before me personally appeared Charles A. LeMaistre proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Keraplast Technologies, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said limited liability company as authorized by its board of managers and that he acknowledged said instrument to be the free act and deed of said limited liability company.



Imelda Marie Carrington
Notary Public

STATE OF Texas)
COUNTY OF Travis) ss.

On this 4th day of ~~September~~ ^{October}, 2013, before me personally appeared Gregory A. Kozmetsky proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of KMS Ventures, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said limited liability company as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



Carolyn Davidson
Notary Public

**SCHEDULE 1A
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

A. REGISTERED COPYRIGHTS

None.

B. COPYRIGHT APPLICATIONS

None.

**SCHEDULE 1B
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

A. REGISTERED PATENTS

Title	Owner	Patent No./ Issue Date	Country
Keratin and Soluble Derivatives Thereof for a Nutraceutical and to Reduce Oxidative Stress and to Reduce Inflammation and to Promote Skin Health	Keraplast Technologies, LLC	7,579,317 August 25, 2009	US
Orthopedic Materials Derived from Keratin	Keraplast Technologies, LLC	7,297,342 November 20, 2007	US
Production of Soluble Keratin Derivatives	Keraplast Technologies, LLC	7,148,327 December 12, 2006	US
The Production of Biopolymer Film, Fibre, Foam and Adhesive Materials from Soluble S-sulfonated Keratin Derivatives	Keraplast Technologies, LLC	7,465,321 December 16, 2008	US

B. PATENT APPLICATIONS

Title	Owner	Serial No./ Filing Date	Patent No./ Issue Date	Country
Biopolymer Materials	Keraplast Technologies, LLC	13/320,155 January 12, 2012	N/A	US

**SCHEDULE 1C
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

A. REGISTERED TRADEMARKS

Word Mark	Owner	Filing Date	Registration Number
replicine	Keraplast Technologies, LLC	July 21, 2010	4376799
KERAS K	Keraplast Technologies, LLC	July 3, 2012	4328874
KERAS	Keraplast Technologies, LLC	May 26, 2011	4283573
KERAS	Keraplast Technologies, LLC	May 6, 2011	4276462
RETROSPECT	Keraplast Technologies, LLC	August 19, 2011	4227270
RETROSPECT	Keraplast Technologies, LLC	July 26, 2011	4227109
KERAGELT	Keraplast Technologies, LLC	June 2, 2011	4077203
KERAGEL	Keraplast Technologies, LLC	November 4, 2009	4107241
KERAMATRIX	Keraplast Technologies, LLC	November 5, 2009	4010157

B. TRADEMARK APPLICATIONS

Word Mark	Owner	Filing Date	Serial Number
Replicine	Keraplast Technologies, LLC	May 5, 2011	85313561
REPLICINE	Keraplast Technologies, LLC	June 18, 2013	85963202