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
BIOTECH INTERNATIONAL CORPORATION		03/30/2012	CORPORATION: CONNECTICUT

RECEIVING PARTY DATA

Name:	FIRST NIAGARA BANK, N.A.
Street Address:	726 EXCHANGE STREET
City:	BUFFALO
State/Country:	NEW YORK
Postal Code:	14210
Entity Type:	NATIONAL BANK: UNITED STATES

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Serial Number:	86108498	DERMASILK 5 MINUTE FACE LIFT
Serial Number:	85821041	DERMASILK TRIPLE-SCULPTING CREAM
Serial Number:	85955855	DERMASILK ERASE DARK SPOTS
Serial Number:	85655662	DERMASILK ERASE
Serial Number:	85837768	AGELESS HANDS
Serial Number:	85806014	DERMASILK 5 MINUTE BEAUTY PEEL
Serial Number:	85806001	DERMASILK 1 MINUTE COLLAGEN LIFT
Serial Number:	85795412	DERMASILK 1 MINUTE WRINKLE ERASE
Registration Number:	3983898	DERMASILK 90 SECOND EYE LIFT
Registration Number:	3252530	DERMASILK
Registration Number:	3367234	KNOWLEDGE IS POWER
Registration Number:	3367221	IT'S A NO BRAINER
Registration Number:	3314181	COGNIVIN
Registration Number:	2839231	SLIMSCULPT

REEL: 005209 FRAME: 0933

Registration Number:	3653126	NATURAL CURVES
Registration Number:	3653125	NATURAL CURVES
Registration Number:	3577131	DERMASILK MIRACLE CREAM
Registration Number:	3489359	DERMASILK
Registration Number:	4347324	DERMASILK SKIN PERFECT
Registration Number:	4269091	DERMASILK FLAWLESS
Registration Number:	4204340	ВІОТЕСН

CORRESPONDENCE DATA

Fax Number:

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

via US Mail.

Phone: 8605279211

Email: alixyaleristas@gmail.com
Correspondent Name: NANCY KENNEDY
Address Line 1: 750 MAIN ST

Address Line 2: ALIX, YALE & RISTAS, LLP

Address Line 4: HARTFORD, CONNECTICUT 06103

ATTORNEY DOCKET NUMBER:	MCR/M609
NAME OF SUBMITTER:	NANCY KENNEDY
Signature:	/NANCY KENNEDY/
Date:	02/06/2014

Total Attachments: 14

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U.S. Small Business Administration

SECURITY AGREEMENT

SBA Loan #	PLP 50970950-05
SBA Loan Name	Biotech International Corporation
Debtor (Exact full legal name of individual(s). corporation, LLC, partnership, or other organization)	Biotech International Corporation
Borrower	Biotech International Corporation
Secured Party	First Niagara Bank, N.A.
Date	March 30, 2012
Note Amount	\$1,500,000.00

1. DEFINITIONS.

Unless otherwise specified, all terms used in this Agreement will have the meanings ascribed to them under the Official Text of the Uniform Commercial Code, as it may be amended from time to time, ("UCC"). "SBA" means the Small Business Administration, an Agency of the U.S. Government.

2. GRANT OF SECURITY INTEREST.

For value received, the Debtor grants to the Secured Party a security interest in the property described below in paragraph 4 (the "Collateral").

3. OBLIGATIONS SECURED.

This Agreement secures the payment and performance of: (a) all obligations under a Note dated March 30, 2012,

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made by <u>Biotech International Corporation dba Biotech Corporation</u> made payable to First Niagara Bank, N.A., in the original principal amount of One Million Five Hundred Thousand and 00/100 (\$1,500,000.00) ("Note"), including all costs and expenses (including reasonable attorney's fees), incurred by Secured Party in the disbursement, administration and collection of the loan evidenced by the Note; (b) all costs and expenses (including reasonable attorney's fees), incurred by Secured Party in the protection, maintenance and enforcement of the security interest hereby granted; (c) all obligations of the Debtor in any other agreement relating to the Note; and (d) any modifications, renewals, refinancings, or extensions of the foregoing obligations.

The Note and all other obligations secured hereby are collectively called the "Obligations."

4. COLLATERAL DESCRIPTION.

The Collateral in which this security interest is granted is all of the Debtor's property described below, and indicated by an "X" or other mark on the applicable line, now owned or hereafter acquired, together with all replacements, accessions, proceeds, and products.

☑ a. Equipment ☑ b. Fixtures

c. Inventory

d. Accounts

🗹 e. Instruments

☑ f. Chattel Paper

☑ g. General intangibles¹

☑ h. Documents

☑ i. Farm products

j. Deposit accounts

☐ l. Titled motor vehicles, including mobile or manufactured homes (list make, model, and serial #):

m. Other: Insert specific description of other forms of Collateral not included in categories a through k above (for example, specific commercial tort claim, letter-of-credit rights):

5. RESTRICTIONS ON COLLATERAL TRANSFER.

Debtor will not sell, lease, license or otherwise transfer (including by granting security interests, liens, or other encumbrances in) all or any part of the Collateral or Debtor's interest in the Collateral without Secured Party's written or electronically communicated approval, except that Debtor may sell inventory in the ordinary course of business on customary terms. Debtor may collect and use

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General Intangibles include, without limitation, the trademarks: "Dermasilk," "Virile One," "Natural Curves," "CelluRid," and "Cognivin," together with all other trademarks and trademark licenses owned by the Borrower in its own name as of the date hereof or hereafter acquired and all goodwill associated therewith. The Borrower hereby irrevocably appoints the Secured Party as Borrower's Attorney-In-Fact, coupled with an interest, for the purposes hereof and as may be necessary and appropriate perfection, and, in the event of default, for registration and assignment under the Lanham Act

amounts due on accounts and other rights to payment arising or created in the ordinary course of business, until notified otherwise by Secured Party in writing or by electronic communication.

6. MAINTENANCE AND LOCATION OF COLLATERAL; INSPECTION; INSURANCE.

Debtor must promptly notify Secured Party by written or electronic communication of any change in location of the Collateral, specifying the new location. Debtor hereby grants to Secured Party the right to inspect the Collateral at all reasonable times and upon reasonable notice. Debtor must: (a) maintain the Collateral in good condition; (b) pay promptly all taxes, judgments, or charges of any kind levied or assessed thereon; (c) keep current all rent or mortgage payments due, if any, on premises where the Collateral is located; and (d) maintain hazard insurance on the Collateral, with an insurance company and in an amount approved by Secured Party (but in no event less than the replacement cost of that Collateral), and including such terms as Secured Party may require including a Lender's Loss Payable Clause in favor of Secured Party. Debtor hereby assigns to Secured Party any proceeds of such policies and all unearned premiums thereon and authorizes and empowers Secured Party to collect such sums and to execute and endorse in Debtor's name all proofs of loss, drafts, checks and any other documents necessary for Secured Party to obtain such payments.

CHANGES TO DEBTOR'S LEGAL STRUCTURE, PLACE OF BUSINESS, JURISDICTION OF ORGANIZATION, OR NAME.

Debtor must notify Secured Party by written or electronic communication not less than 30 days before taking any of the following actions: (a) changing or reorganizing the type of organization or form under which it does business; (b) moving changing its place of business or adding a place of business; (c) changing its jurisdiction of organization; or (d) changing its name. Debtor will pay for the preparation and filing of all documents, Secured Party deems necessary to maintain, perfect and continue the perfection of Secured Party's security interest in the event of any such change.

8. PERFECTION OF SECURITY INTEREST.

Debtor consents, without further notice, to Secured Party's filing or recording of any documents necessary to perfect, continue, amend or terminate its security interest. Upon request of Secured Party, Debtor must sign or otherwise authenticate all documents that Secured Party deems necessary at any time to allow Secured Party to acquire, perfect, continue or amend its security interest in the Collateral. Debtor will pay the filing and recording costs of any documents relating to Secured Party's security interest. Debtor ratifies all previous filings and recordings, including financing statements and notations on certificates of title. Debtor will cooperate with Secured Party in obtaining a Control Agreement satisfactory to Secured Party with respect to any Deposit Accounts or Investment Property, or in otherwise obtaining control or possession of that or any other Collateral.

9. DEFAULT.

Debtor is in default under this Agreement if: (a) Debtor fails to pay, perform or otherwise comply with any provision of this Agreement; (b) Debtor makes any materially false representation, warranty or certification in, or in connection with, this Agreement, the Note, or any other agreement related to the Note or this Agreement; (c) another secured party or judgment creditor exercises its rights against the Collateral; or (d) an event defined as a "default" under the Obligations occurs. In the event of default and if Secured Party requests, Debtor must assemble and make available all Collateral at a place and time designated by Secured Party. Upon default and at any time thereafter, Secured Party may declare all

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Obligations secured hereby immediately due and payable, and, in its sole discretion, may proceed to enforce payment of same and exercise any of the rights and remedies available to a secured party by law including those available to it under Article 9 of the UCC that is in effect in the jurisdiction where Debtor or the Collateral is located. Unless otherwise required under applicable law, Secured Party has no obligation to clean or otherwise prepare the Collateral for sale or other disposition and Debtor waives any right it may have to require Secured Party to enforce the security interest or payment or performance of the Obligations against any other person.

10. FEDERAL RIGHTS.

The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:

- a) When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law.
- b) Lender or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to this Loan.

Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument.

11. GOVERNING LAW.

Unless SBA is the holder of the Note, in which case federal law will govern, Debtor and Secured Party agree that this Agreement will be governed by the laws of the jurisdiction where the Debtor is located, including the UCC as in effect in such jurisdiction and without reference to its conflicts of laws principles.

12. SECURED PARTY RIGHTS.

The Secured Party has the right to and may at any time after the occurrence of a Default, at the Secured Party's sole discretion: (a) give notice of assignment to any account debtor; (b) collect Accounts directly and charge, or cause to be charged, the collection costs and expenses to the loan; (c) settle or adjust disputes and claims directly with Account debtors for amounts and upon terms which the Secured Party considers advisable, and credit, or cause to be credited, the Loan with the net amounts received in payment of Accounts; (d) exercise all other rights granted in this Agreement; (e) receive, open and dispose of all mail addressed to the Borrower and notify the Post Office authorities to change the address for delivery of the Borrower's mail to an address designated by the Secured Party; (f) endorse the name of the Borrower on any checks or other evidence of payment that may come into possession of the Secured Party and on any invoice, freight or express bill, bill of lading or other document; (g) in the name of the Borrower or otherwise, demand, sue for, collect and give acquittance for any and all monies due or to become due on Accounts; (h) compromise, prosecute or defend any action, claim or proceeding concerning Accounts; and (i) do any and all things necessary and proper to carry out the purposes contemplated in this Agreement and any other agreement between the parties. Neither the Secured Party nor any person acting as its attorney hereunder shall be liable for any acts or omissions or for any error of judgment or mistake of fact or law, except for bad faith or willful misconduct. For the purposes of this Section 12 the Borrower

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hereby irrevocably constitutes the Secured Party as the Borrower's attorney-in-fact to issue in the name and execute or endorse on behalf of the Borrower each and every notice, instrument and document necessary to carry out the purposes of the provisions of this Section12. The power of attorney granted hereby shall be self-executing, but the Borrower shall promptly execute and deliver to the Secured Party, upon written request of the Bank, such additional separate powers of attorney as the Secured Party may from time to time request. Notwithstanding the foregoing, it is understood that the Secured Party is under no duty to take any of the foregoing actions and that after having made demand upon the Account debtors for payment, the Secured Party shall have no further duty as to the collection or protection of Accounts or any income therefrom and no further duty to preserve any rights pertaining thereto, other than the safe custody thereof.

All rights conferred in this Agreement on Secured Party are in addition to those granted to it by law, and all rights are cumulative and may be exercised simultaneously. Failure of Secured Party to enforce any rights or remedies will not constitute an estoppel or waiver of Secured Party's ability to exercise such rights or remedies. Unless otherwise required under applicable law, Secured Party is not liable for any loss or damage to Collateral in its possession or under its control, nor will such loss or damage reduce or discharge the Obligations that are due, even if Secured Party's actions or inactions caused or in any way contributed to such loss or damage.

13. SEVERABILITY.

If any provision of this Agreement is unenforceable, all other provisions remain in effect.

14. DEBTOR CERTIFICATIONS.

Debtor certifies that: (a) its Name (or Names) as stated above is correct; (b) all Collateral is owned or titled in the Debtor's name and not in the name of any other organization or individual; (c) Debtor has the legal authority to grant the security interest in the Collateral; (d) Debtor's ownership in or title to the Collateral is free of all adverse claims, liens, or security interests (unless expressly permitted by Secured Party); (e) none of the Obligations are or will be primarily for personal, family or household purposes; (f) none of the Collateral is or will be used, or has been or will be bought primarily for personal, family or household purposes; and (g) Debtor has read and understands the meaning and effect of all terms of this Agreement.

15. DEBTOR NAME(S) AND SIGNATURE(S).

By signing or otherwise authenticating below, each individual and each organization becomes jointly and severally obligated as a Debtor under this Agreement.

[Signature Page of Security Agreement to follow on next page]

618316-v3 SBA Form 1059 (2-04) Previous Editions are obsolete

[Signature Page of Security Agreement]

DEBTOR:

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BIOTECH INTERNATIONAL CORPORATION

Dba Biotech Corporation

Carole Briggs

Gregory J. Kelly

Its President

Duly authoriz

SECURED PARTY:

FIRST NIAGARA BANK, N.A.

Christopho. Earle

Its First Vice President

Duly authorized

STATE OF CONNECTICUT

) ss. Hartford

COUNTY OF HARTFORD

Before me, the undersigned, this 30th day of March, 2012, personally appeared Gregory J. Kelly, known to me to be the President of Biotech International Corporation, and that he as such President, signer and scaler of the foregoing instrument, acknowledged the execution of the same to be his free act and deed individually and as such President, and the free act and deed of said corporation.

In Witness Whereof, I hereunto set my hand.

CAROLE BAGGS Commissioner of the Superior Court

Notary Public

My Commission Expires:

618316-v3

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STATE OF CONNECTICUT)	
) ss.	Hartford
COUNTY OF HARTFORD)	

Before me, the undersigned, this 30th day of March, 2012, personally appeared Christopher J. Earle, known to me to be the First Vice President of First Niagara Bank, N.A., and that he as such officer, signer and sealer of the foregoing instrument, acknowledged the execution of the same to be his free act and deed individually and as such officer, and the free act and deed of said national banking association.

In Witness Whereof, I hereunto set my hand.

Bordeso Controcon

Commissioner of the Superior Court

Notary Public

My Commission Expires:

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STATE OF CONNECTICUT **UCC-1 FINANCING STATEMENT**

Follow Instructions Carefully

Requesting Party

Name: UPDIKE, KELLY & SPELLACY, P.C. Address: 100 PEARL STREET 17TH FLOOR

City: HARTFORD

State: CT Country: Zip: 06103 Fee \$50.00 (Space for filing office use only)

FILING #0002868373 PG 1 OF 3 VOL 00459 PAGE 1869 FILED ON 04/04/2012 04:00 PM CONNECTICUT SECRETARY OF THE STATE

1. DEBTOR NAMES AND ADDRESSES:

BUSINESS NAME: BIOTECH INTERNATIONAL CORPORATION

TYPE OF ORGANIZATION: CORPORATION

JURISDICTION OF ORGANIZATION: CT

ADDRESS1: 65 KREIGER LANE

ADDRESS2:

ADDRESS3:

CITY/STATE/ZIP: GLASTONBURY, CT 06033

COUNTRY:

2. SECURED PARTY NAMES AND ADDRESSES:

BUSINESS NAME: FIRST NIAGARA BANK, N.A.

ADDRESS1: 726 EXCHANGE STREET

ADDRESS2:

ADDRESS3:

CITY/STATE/ZIP: BUFFALO, NY 14210 COUNTRY:

3. ASSIGNOR NAMES AND ADDRESSES:

NONE

FILING **#0002868373** PG **2** OF **3**VOL **00459** PAGE **1870**FILED ON **04/04/2012 04:00** PM

CONNECTICUT SECRETARY OF THE STATE

4. This FINANCING STATEMENT covers the following collateral:

All assets of the Debtor, now owned or hereafter acquired. Any disposition of the Collateral without the Secured Partys consent shall be a violation of the Secured Partys rights.

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5. ALTERNATIVE DESIGNATION (if applicable):
☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ■ NONE
6. DEBTOR IS (if applicable) :
☐ TRUST ☐ TRUSTEE ACTING WITH RESPECT TO PROPERTY HELD IN TRUST ☐ DESCENDANT'S ESTATE ■ NONE
7. Check only if applicable :
 □ Debtor is a TRANSMITTING UTILITY □ Filed in connection with Public Finance Transaction ■ NONE
ODTIONAL EN ED DECEDENCE DATA

\$1,500,000.00 SBA LOAN

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Gleridale, CA 31200-3011						
					ING OFFICE USE ONLY	
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BIOTECH INTERNATIONAL CORPC 1D. INOMOUAL'S LAST NAME	POTTON	FIRST NAME		MIDDLE	NAME	SUFFIX
AAILING ADDRESS Kreiger Lane		CITY GLASTON	BURY	STATE	POSTAL CODE 06033	COUNTRY USA
ADD'L INFO RE ORGANIZATION ORGANIZATION ORGANIZATION OF ORGANIZATION		11. JURISDICTION OF ORGANIZATION CT		1g. ORG	ANIZATIONAL ID ¥, if an	XNONE
DDITIONAL DEBTOR'S EXACT FULL LEGAL N	AME - insert only o <u>ne</u> de	blor name (2a o	er 2b) - do not abbreviate or c	combine nam	es	
2ª ORGANIZATION'S NAME						Lauren
2b, INDIVIDUAL'S LAST NAME		FIRST NAME		MIDDLE	NAME	SUFFIX
MAILING ADDRESS		CITY		STATE	POSTAL CODE	COUNTRY
E INSTRUCTIONS ADD'L INFO RE 20. TYPE OF ORGANIZATION		2. JURISDICTION OF ORGANIZATION		2g. ORGANIZATIONAL ID #, # any		Y
ORGANIZATION DEBTOR ECURED PARTY'S NAME (or NAME of TOTAL	ASSIGNEE W ASSIGNO	OR S/P) - insert	only one secured party name	(3a or 3b)		UNONE
3a. ORGANIZATIONS NAME First Niagara Bank, N.A.	riodionee or riodions					
3b. INDIVIDUAL'S LAST NAME		FIRST NAME		MIDDLE	NAME	SUFFIX
SE MEDICINE S DISTINGTION				STATE	POSTAL CODE	COUNTRY
MAILING ADDRESS 5 Exchange Street		CITY Buffalo		NY	14210	USA

AG. LIEN NON-UCC FILING SELLER/BUYER BAILEE/BAILOR CONSIGNEE/CONSIGNOR 5. ALTERNATIVE DESIGNATION [if applicable] LESSEELESSOR 7. Check to REQUEST SEARCH REPORT(S) on Deblor(s)
IADDITIONAL FEEL (optional) This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum. (if acolicable 8. OPTIONAL FILER REFERENCE DATA All Debtors Debtor 1 Debtor 2 IADDITIONAL FEEL 639 42218667 33006409 Prepared by CT Lian Solutions, P.O. Box 29071, Glendale, CA 91209-9071 Tel (800) 331-3282

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

STATE OF CONNECTICUT UCC-1 FINANCING STATEMENT

Follow Instructions Carefully

Requesting Party Name : CT LIEN

Address: 2727 ALLEN PARKWAY SUITE 1000

City: HOUSTON

State : TX Country : Zip : 77010 Fee \$50.00 (Space for filing office use only)

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FILED ON 04/10/2013 03:22 PM

CONNECTICUT SECRETARY OF THE STATE

1. DEBTOR NAMES AND ADDRESSES:

BUSINESS NAME: BIOTECH INTERNATIONAL CORPORATION

TYPE OF ORGANIZATION: CORPORATION

JURISDICTION OF ORGANIZATION: CT

ADDRESS1: 65 KREIGER LANE

ADDRESS2: ADDRESS3:

CITY/STATE/ZIP: GLASTONBURY, CT 06033

COUNTRY:

2. SECURED PARTY NAMES AND ADDRESSES:

BUSINESS NAME: FIRST NIAGARA BANK, N.A.

ADDRESS1: 239 VAN RENSSELAER

ADDRESS2:

ADDRESS3:

CITY/STATE/ZIP: BUFFALO, NY 14210

COUNTRY:

3. ASSIGNOR NAMES AND ADDRESSES:

NONE

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FILED ON 04/10/2013 03:22 PM

CONNECTICUT SECRETARY OF THE STATE

4. This FINANCING STATEMENT covers the following collateral:

All of the Debtors right, title and interest in all of its accounts, equipment, inventory, general intangibles, chattel paper, instruments, documents, deposit accounts, in all supporting obligations thereof and in all increases or profits received therefrom, the software and books and records related thereto, and in all parts, accessories, special tools, attachments, additions, accessions, replacements and substitutions thereto or therefor, and the proceeds of all the foregoing, wherever located, whether now existing or hereafter acquired or created.

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FILED ON 04/10/2013 03:22 PM

CONNECTICUT SECRETARY OF THE STATE

5. ALTERNATIVE DESIGNATION (if applicable):
☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ■ NONE
o DEDTOD IS (if analizable)
6. DEBTOR IS (if applicable) :
☐ TRUST ☐ TRUSTEE ACTING WITH RESPECT TO PROPERTY HELD IN TRUST ☐ DESCENDANT'S ESTATE ■ NONE .
7. Check only if applicable :
☐ Debtor is a TRANSMITTING UTILITY ☐ Filed in connection with Public Finance Transaction ■ NONE
8. OPTIONAL FILER REFERENCE DATA: CT-0-37671025

RECORDED: 02/06/2014