

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM301351

| | | | |
|---|-------------------------------------|---------------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| LITECURE LLC | | 09/30/2013 | LIMITED LIABILITY COMPANY: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | RBS CITIZENS, NATIONAL ASSOCIATION | | |
| Street Address: | 919 North Market Street, Suite 800 | | |
| City: | Wilmington | | |
| State/Country: | DISTRICT OF COLUMBIA | | |
| Postal Code: | 19801 | | |
| Entity Type: | national association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 15 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4302898 | LIGHTFORCE | |
| Registration Number: | 3296291 | LITECURE | |
| Registration Number: | 3894045 | LASERS FOR LIFE | |
| Registration Number: | 3909191 | SMART COAT | |
| Registration Number: | 3418020 | MASSAGE-LASER | |
| Registration Number: | 3436744 | PEGASUS | |
| Registration Number: | 3418019 | LASER-MASSAGE | |
| Registration Number: | 3377506 | COMPANION THERAPY LASER | |
| Registration Number: | 3952822 | DEEP TISSUE LASER THERAPY | |
| Registration Number: | 3361960 | CHIROLASE | |
| Registration Number: | 3831843 | COMPANION | |
| Registration Number: | 4056370 | LASER LIAISON | |
| Serial Number: | 85631332 | DTLT | |
| Serial Number: | 85631339 | DTLT THERAPY | |
| Serial Number: | 85390425 | LIGHTFORCE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 4122810717 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| TRADEMARK | | | |

OP \$390.00 4302898

Phone: 412-454-5000
Email: burtnerj@pepperlaw.com
Correspondent Name: Pepper Hamilton LLP
Address Line 1: 500 Grant Street
Address Line 2: Suite 5000
Address Line 4: Pittsburgh, PENNSYLVANIA 15219-2507

ATTORNEY DOCKET NUMBER: 124715.223

NAME OF SUBMITTER: Joseph T. Helmsen

SIGNATURE: /Joseph T. Helmsen, PA Bar member/

DATE SIGNED: 04/14/2014

Total Attachments: 5

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GRANT OF SECURITY INTEREST
TRADEMARKS

This GRANT OF SECURITY INTEREST, dated as of September 30, 2013, is executed by LITECURE LLC, a Delaware limited liability company (“Debtor”), in favor of RBS CITIZENS, NATIONAL ASSOCIATION (the “Secured Party”).

A. Pursuant to a certain Credit and Security Agreement, dated on or about the date hereof (the “Agreement”) by and between Debtor and the Secured Party, the Secured Party has agreed to extend credit to Debtor upon the terms and subject to the conditions set forth therein;

B. Debtor owns the registered United States trademarks, service marks (and applications and registrations therefor), more particularly described on Schedules 1-A and 1-B annexed hereto as part hereof (collectively, the “Trademarks”);

C. Pursuant to the Agreement, Debtor has granted to the Secured Party a security interest in all right, title and interest of Debtor in and to the Trademarks, together with associated goodwill, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof for the full term of the Trademarks (the “Collateral”), to secure the prompt payment, performance and observance of the Bank Indebtedness (as defined in the Agreement);

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby further grant to the Secured Party a security interest in the Collateral to secure the prompt payment, performance and observance of the Bank Indebtedness.

Debtor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Collateral granted hereby are more fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

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IN WITNESS WHEREOF, Debtor has caused this instrument to be executed as of the day and year first written above.

WITNESS:

LITECURE LLC
a Delaware limited liability company

Jian S. Zheng

By: [Signature] (SEAL)
Name: Brian A. Pryor
Authorized Manager

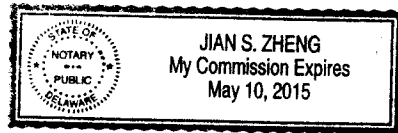
ACKNOWLEDGEMENT

STATE OF Delaware :
COUNTY OF New Castle : SS

On this, the 29th day of September, 2013, before me, a Notary Public, the undersigned officer, personally appeared Brian A Pryor, who acknowledged himself to be an authorized manager of LiteCure LLC, a Delaware limited liability company, and that he, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said company.

WITNESS my hand and seal the day and year aforesaid.

[Signature]
Notary Public
My Commission Expires: May 10, 2015



SCHEDULE 1-A TO GRANT OF SECURITY INTEREST
TRADEMARKS

Registered Trademarks

| Country | Mark | Filing Date | Registration Date | Status/Status Date | Full Goods/Services | Owner |
|---------|---|------------------|--------------------|------------------------------------|---------------------|---------------|
| US | LIGHTFORCE SN:85-978419 RN:4,302,898 | August 5, 2011 | March 12, 2013 | Registered March 12, 2013 | Int'l Class: 10 | Litecure, LLC |
| US 2 | LITECURE SN:77-018462 RN:3,296,291 | October 11, 2006 | September 25, 2007 | Registered 8 & 15 April 1, 2013 | Int'l Class: 10 | Litecure LLC |
| US | LASERS FOR LIFE SN:85-071429 RN:3,894,045 | June 25, 2010 | December 21, 2010 | Registered December 21, 2010 | Int'l Class: 10 | Litecure, LLC |
| US | SMART COAT SN:77-904956 RN:3,909,191 | January 5, 2010 | January 18, 2011 | Registered January 18, 2011 | Int'l Class: 10 | Litecure, LLC |
| US | MESSAGE-LASER SN:77-257967 RN:3,418,020 | August 17, 2007 | April 29, 2008 | Registered April 29, 2008 | Int'l Class: 10 | Litecure, LLC |
| US | PEGASUS SN:77-018503 RN:3,436,744 | October 11, 2006 | May 27, 2008 | Registered May 27, 2008 | Int'l Class: 10 | Litecure LLC |
| US | LASER-MESSAGE SN:77-257946 RN:3,418,019 | August 17, 2007 | April 29, 2008 | Registered April 29, 2008 | Int'l Class: 10 | Litecure, LLC |
| US | COMPANION | April 18, 2007 | February 5, 2008 | Registered 8 & 15 | Int'l Class: 10 | Litecure, LLC |

| Country | Mark | Filing Date | Registration Date | Status/Status Date | Full Goods/Services | Owner |
|---------|---|------------------|-------------------|--|---------------------|---------------|
| | THERAPY LASER SN:77-159756 RN:3,377,506 | | | July 18, 2013 | | |
| US | DEEP TISSUE LASER THERAPY SN:85-035438 RN:3,952,822 | May 11, 2010 | April 26, 2011 | Registered Supplemental Register April 26, 2011 | Int'l Class: 10 | Litecure, LLC |
| US | CHIROLASE SN:77-159708 RN:3,361,960 | April 18, 2007 | January 1, 2008 | Registered January 1, 2008 | Int'l Class: 10 | Litecure LLC |
| US | COMPANION SN:77-915495 RN:3,831,843 | January 20, 2010 | August 10, 2010 | Registered August 10, 2010 | Int'l Class: 10 | Litecure, LLC |
| US | LASER LIAISON SN:85-297404 RN:4,056,370 | April 18, 2011 | November 15, 2011 | Registered November 15, 2011 | Int'l Class: 10 | Litecure, LLC |

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST
TRADEMARKS

Trademarks Applications

| Country | Mark | Filing Date | Registration Date | Status/Status Date | Full Goods/Services | Owner |
|---------|--|----------------|-------------------|---|---------------------|---------------|
| US | DTLT | May 22, 2012 | | Allowed - Intent to Use 1st Extension of Time Granted May 28, 2013 | Int'l Class: 10 | Litecure, LLC |
| US | SN:85-631332 DTLT THERAPY SN:85-631339 | May 22, 2012 | | Allowed - Intent to Use 1st Extension of Time Granted June 26, 2013 | Int'l Class: 10 | Litecure, LLC |
| US | LIGHTFORCE SN:85-390425 | August 5, 2011 | | Allowed - Intent to Use 1st Extension of Time Granted June 26, 2013 | Int'l Class: 10 | Litecure, LLC |