

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM356203

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lifescrypt Asset Acquisition Corp.		09/23/2015	CORPORATION: DELAWARE
Lifescrypt, Inc.		09/23/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Opus Bank		
Street Address:	19900 MacArthur Boulevard		
Internal Address:	12th Floor		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92612		
Entity Type:	Commercial Bank: CALIFORNIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4276396	LIFESCRIPT	
Registration Number:	4265156	LIFESCRIPT	
Registration Number:	2810923	LIFESCRIPT	
Registration Number:	3036661	YOUR PRESCRIPTION FOR LIFE	
Registration Number:	4020977	THE CUTEKID	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	rfloren@schiffhardin.com		
Correspondent Name:	Rebecca Floren		
Address Line 1:	233 S. Wacker Drive		
Address Line 2:	Suite 6600		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	41907-0028		
NAME OF SUBMITTER:	Rebecca Floren		
SIGNATURE:	/s/ Rebecca Floren		

OP \$140.00 4276396

DATE SIGNED:	09/24/2015
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Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*IP Security Agreement*”) dated as of September 23, 2015, is made by **LIFESCRIPT, INC.**, a Delaware corporation (“*Lifescrypt*”), and **LIFESCRIPT ASSET ACQUISITION CORP.**, a Delaware corporation (“*LAAC*” and together with Lifescrypt, each a “*Grantor*” and collectively as the “*Grantors*”) in favor of **OPUS BANK**, a California commercial bank (“*Lender*”) as Lender under that certain Credit Agreement dated as of the date hereof between Lifescrypt and Lender (as amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”). Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the extension of credit by the Lender under the Credit Agreement, each Grantor has executed and delivered that certain Security Agreement dated as of the date hereof between the Grantors and the Lender (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”).

WHEREAS, under the terms of the Security Agreement, each Grantor has granted a security interest in, among other property, certain intellectual property of such Grantor to the Lender, and has agreed as a condition thereof to execute this IP Security Agreement covering such intellectual property for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Lender a security interest in and to all of such Grantor’s right, title and interest in and to the following (the “*Collateral*”):

(i) the United States, international and foreign patents, patent applications and patent licenses set forth in **Schedule A** hereto (as such Schedule A may be supplemented from time to time by supplements to the Security Agreement and this IP Security Agreement (each such supplement, an “*IP Security Agreement Supplement*”), executed and delivered by any Grantor to the Lender from time to time), together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the “*Patents*”);

(ii) the United States and foreign trademark and service mark registrations, applications, and licenses set forth in **Schedule B** hereto (as such Schedule B may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by any Grantor to the Lender from time to time) (the “*Trademarks*”);

(iii) the copyrights, United States and foreign copyright registrations and applications and copyright licenses set forth in **Schedule C** hereto (as such Schedule C may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by any Grantor to the Lender from time to time) (the “*Copyrights*”);

(iv) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents, Trademarks and Copyrights, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(v) any and all proceeds of the foregoing.

Notwithstanding the foregoing, however, the Collateral shall not include any intent-to-use trademarks, prior to the filing of a "Statement of Use" with respect thereto if and solely to the extent that (and so long as) any such intent-to-use trademark application would be rendered void by the attachment or creation of a security interest in the right, title or interest of such Grantor therein).

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of the Obligations (as defined in the Security Agreement) of such Grantor now or hereafter existing, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest (including any interest that accrues after the commencement of bankruptcy), premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government office record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This Agreement may be executed in any number of 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.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Lender with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the Security Agreement and this IP Security Agreement, the provisions of the Security Agreement shall control.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the law of the State of California.

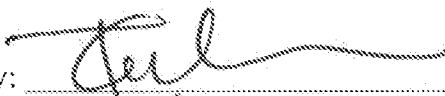
[SIGNATURE PAGE FOLLOWS]

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

Address for Notices:


Lifescrypt, Inc.
4000 MacArthur Boulevard, Suite 800
Newport Beach, CA 92660

LIFESCRIPT, INC., a Delaware corporation

By: 
Name: Andrew Caporale
Title: CEO

Lifescrypt Asset Acquisition Corp.
4000 MacArthur Boulevard, Suite 800
Newport Beach, CA 92660

LIFESCRIPT ASSET ACQUISITION CORP., a Delaware corporation

By: 
Name: Andrew Caporale
Title: CEO

IN WITNESS WHEREOF, the Lender has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

OPUS BANK, as Lender

By: 
Name: Kevin McBride
Its: Senior Managing Director

Address for Notices:

19900 MacArthur Boulevard
12th Floor
Irvine, California 92612
Attn: Credit Administration

**Schedule A to the
IP Security Agreement**

PATENTS:

None.

**Schedule B to the
IP Security Agreement**

TRADEMARKS

Owner	Mark	Registration No.	Registration Date
Lifescrypt	Lifescrypt	4276396	1/15/2013
Lifescrypt	Lifescrypt	4265156	12/25/2012
Lifescrypt	Lifescrypt	2810923	2/3/2004
Lifescrypt	Your Prescription for Life	3036661	12/27/2005
LAAC	The CuteKid	4020977	9/6/2001

**Schedule C to the
IP Security Agreement**

COPYRIGHTS

None.

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