

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
First Wave Products Group, LLC		06/26/2009	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Originate Growth Fund 1A, L.P.		
<b>Street Address:</b>	205 Webster Street		
<b>City:</b>	Bethlehem		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	18015		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>Name:</b>	Originate Growth Fund 1Q, L.P.		
<b>Street Address:</b>	205 Webster Street		
<b>City:</b>	Bethlehem		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	18015		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77676782	FIRST CRUSH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(610)691-0841		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	610-691-7900		
<b>Email:</b>	cmcdemus@florioperrucci.com		
<b>Correspondent Name:</b>	Christopher McDemus		
<b>Address Line 1:</b>	60 West Broad Street		

OP \$40.00 77676782

Address Line 2: Suite 102  
Address Line 4: Bethlehem, PENNSYLVANIA 18018

NAME OF SUBMITTER:	Christopher McDemus
Signature:	/cmcdemus/
Date:	07/01/2009

**Total Attachments: 8**  
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "**Agreement**") is entered into as of June 26, 2009 by and between First Wave Products Group, LLC, a Delaware limited liability company (the "**Company**"), Originate Growth Fund 1A, L.P., a Delaware limited partnership ("**Originate 1A**") and Originate Growth Fund 1Q, L.P., a Delaware limited partnership ("**Originate1Q**" and together with Originate 1A, "**Originate**").

### **BACKGROUND**

WHEREAS, Originate has agreed to make certain advances of money and to extend certain financial accommodations to the Company (the "**Loan**") in the amounts and manner set forth in that certain Loan and Security Agreement, dated the date hereof, by and between Originate and the Company (as the same may be amended, modified or supplemented from time to time, the "**Loan Agreement**"). Capitalized terms that are used but not defined in this Agreement will have their respective meanings as defined in the Loan Agreement;

WHEREAS, Originate is willing to make the Loan to the Company, but only upon the condition, among others, that the Company shall grant to Originate a security interest in, and continuing lien on, all of the Intellectual Property assets of the Company to secure the obligations of Company under the Loan Agreement; and

WHEREAS, pursuant to the terms of the Loan Agreement, the Company has granted to Originate a security interest in, and continuing lien on, all of the Company's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Intellectual Property.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants, promises and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Company and Originate agree as follows:

1. To secure the Company's obligations under the Loan Agreement, the Company grants and pledges to Originate a security interest in, and continuing lien on, all of the Company's right, title and interest in, to and under (a) the Intellectual Property (including, but not limited to, those patents, trademarks and copyrights listed on **Schedules A, B and C**), (b) all proceeds of the Intellectual Property (including, but not limited to, license royalties and proceeds of infringement suits), (c) the right to sue for past, present and future infringements, (d) all rights corresponding to the Intellectual Property throughout the world, and (e) all re-issues, divisions, continuations, renewals, extensions and continuations-in-part of the Intellectual Property.

2. This security interest is granted in conjunction with the security interest granted to Originate under the Loan Agreement. The rights and remedies of Originate with respect to the security interest granted by this Agreement are in addition to those set forth in the Loan Agreement and those rights and remedies that are now or hereafter available to Originate as a matter of law or equity. Each right, power and remedy of Originate provided for in this

Agreement or in the Loan Agreement, or now or hereafter existing at law or in equity will be cumulative and concurrent and will be in addition to every right, power or remedy provided for in this Agreement. The exercise by Originate of any one or more of the rights, powers or remedies provided for in this Agreement or the Loan Agreement, or now or hereafter existing at law or in equity, will not preclude the simultaneous or later exercise by any person, including Originate, of any or all other rights, powers or remedies.

3 The Company represents and warrants that Schedules A, B and C set forth any and all Intellectual Property rights for which the Company has registered or filed an application with the United States Patent and Trademark Office, the United States Copyright Office, or their foreign equivalent governmental agencies.

[SIGNATURES ON FOLLOWING PAGE]



IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by their duly authorized officers as of the first date written above.

**COMPANY:**

FIRST WAVE PRODUCTS GROUP, LLC

By:   
Name: Brian D. Bell  
Title: President

**ORIGINATE 1A:**

ORIGINATE GROWTH FUND 1A, L.P.

BY: ORIGINATE GROWTH GP, LLC, its general partner

By: \_\_\_\_\_  
Name:  
Title:

**ORIGINATE 1Q:**

ORIGINATE GROWTH FUND 1Q, L.P.

BY: ORIGINATE GROWTH GP, LLC, its general partner

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by their duly authorized officers as of the first date written above.

**COMPANY:**

FIRST WAVE PRODUCTS GROUP, LLC

By: \_\_\_\_\_  
Name:  
Title:

**ORIGINATE 1A:**

ORIGINATE GROWTH FUND 1A, L.P.

BY: ORIGINATE GROWTH GP, LLC, its general partner

By:   
Name: MIKE GAUSLING  
Title: MANAGING PARTNER

**ORIGINATE 1Q:**

ORIGINATE GROWTH FUND 1Q, L.P.

BY: ORIGINATE GROWTH GP, LLC, its general partner

By:   
Name: MIKE GAUSLING  
Title: MANAGING PARTNER



**SCHEDULE A**

Patents and Patent Applications

<u>BRIEF DESCRIPTION</u>	<u>REGISTRATION NUMBER</u>	<u>APPLICATION NUMBER</u>	<u>REGISTRATION OR APPLICATION DATE</u>
1. Medicine Preparation And Delivery System	N/A	61/103,763	October 8, 2008
2. Pill Crusher Device And Method	N/A	61/207,298	February 10, 2009
3. Pill Crusher with Pill Holder Verification and Safety Features	N/A	11/856,487	September 17, 2007

*7/13*



**SCHEDULE B**

Trademark Registrations and Applications

<u>BRIEF DESCRIPTION</u>	<u>REGISTRATION NUMBER</u>	<u>APPLICATION NUMBER</u>	<u>REGISTRATION OR APPLICATION DATE</u>
1. FIRST CRUSH		77/676,782	2/24/2009
2.			
3.			

**SCHEDULE C**

Copyright Registrations and Applications

<u>BRIEF DESCRIPTION</u>	<u>REGISTRATION NUMBER</u>	<u>APPLICATION NUMBER</u>	<u>REGISTRATION OR APPLICATION DATE</u>
1.	NONE		
2.			
3.			

SCHEDULE C

RECORDED: 07/01/2009

TRADEMARK  
REEL: 004015 FRAME: 0635 