

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
FIFTH STREET FINANCE CORP.		09/30/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	CENEGENICS, LLC.		
Street Address:	851 RAMPART BLVD., SUITE 100		
City:	LAS VEGAS		
State/Country:	NEVADA		
Postal Code:	89145		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3436621	CENEGENICS MEDICAL INSTITUTE	
CORRESPONDENCE DATA			
Fax Number:	7145469035		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	714-641-5100		
Email:	fsanders@rutan.com		
Correspondent Name:	Rutan & Tucker, LLP		
Address Line 1:	611 Anton Blvd., Suite 1400		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	024969-0061		
NAME OF SUBMITTER:	HANI Z. SAYED		
Signature:	/HANI Z. SAYED/		
Date:	12/26/2013		

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**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "*Agreement*"), dated as of September 30, 2013, is made by each of the entities listed on the signature pages hereof (each a "*Grantor*" and, collectively, the "*Grantors*"), in favor of FIFTH STREET FINANCE CORP., a Delaware corporation, as administrative agent, for itself and for certain other Lenders as defined in the Credit Agreement (as defined below) (together with its successors and assigns, the "*Administrative Agent*") acting pursuant to this Agreement for the benefit of the Secured Parties.

WITNESSETH:

WHEREAS, CENEGENICS, L.L.C., a Delaware limited liability company (the "*Borrower*"), the Administrative Agent and the lenders from time to time party thereto (each a "*Lender*" and, collectively, the "*Lenders*") entered into that certain the Credit Agreement, dated as of even date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*");

WHEREAS, all of the Grantors are party to a Guaranty and Security Agreement of even date hereof in favor of the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*Guaranty and Security Agreement*"), pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

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

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages and pledges to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "*Trademark Collateral*");

- (a) all of its Trademarks and all Trademark Licenses providing for the grant by or to such Grantor of any right under any Trademark, including those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including 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. Notwithstanding the foregoing, there shall be no security interest or Lien on any Trademark application that is filed on an "intent-to-use" basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement conflicts with any provision of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall govern.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark 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 Trademark Security Agreement and the rights and obligations of the parties hereto SHALL, IN ACCORDANCE WITH SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK, BE GOVERNED BY AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.** In addition, the provisions of Section 8.7, 8.8 and 8.12 of the Guaranty and Security Agreement are incorporated herein by reference, *mutatis mutandis*.

[SIGNATURE PAGES FOLLOW]

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

CBNEGENICS, L, L, C., as Grantor

By: \_\_\_\_\_  
Name: John E. Adams  
Title: manager

ACKNOWLEDGED AND AGREED  
as of the date first above written:

ADMINISTRATIVE AGENT:

FIFTH STREET FINANCE CORP.,  
a Delaware corporation

By: Fifth Street Management LLC,  
a Delaware limited liability company,  
its Agent

By: \_\_\_\_\_  
Ivellin M. Dimitrov,  
Chief Investment Officer

Signature Page to Trademark Security Agreement

TRADEMARK  
REEL: 005182 FRAME: 0553

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

CENEGENICS, L.L.C., as Grantor

By: \_\_\_\_\_

Name: \_\_\_\_\_

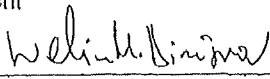
Title: \_\_\_\_\_

ACKNOWLEDGED AND AGREED  
as of the date first above written;

ADMINISTRATIVE AGENT:

FIFTH STREET FINANCE CORP.,  
a Delaware corporation

By: Fifth Street Management J.L.C.,  
a Delaware limited liability company,  
its Agent

By:   
Ivelin M. Dimitrov,  
Chief Investment Officer

Schedule I

<u>Trademarks</u>	<u>Registration number</u>	<u>Filing date</u>
Canada Trademark	Application # 1472464	Application pending
China Trademark	Registration # 6752049	Effective until 11/27/2020
Colombia Trademark	Registration/Certificate # 366475	Effective until 10/31/2018
Europe/CTM (covers 20 European countries)	Registration # 6833065	Effective until 4/15/2018
European Community Trademark advertisement for Cenegenics, Bullentin No. 030/2008	Trade Mark # 006833065	Effective until 4/15/2018
Hong Kong Trademark	Trade Mark # 301093671	Effective until 4/15/2018
Japan Trademark	Registration # 5226632 / Application #2008-29490	Effective until 4/24/2019
Korea Trademark	Reg. No. 40-0779649	Expires 2/16/2019
Mexico Trademark	Registration # 1093769	Effective until 4/25/2018
Russia Trademark	Reg. No. 385844	Effective until 4/15/2018
Trade Mark & Service Mark-Principal Register 2008 - Cenegenics	Reg. No. 3,436,621	Effective until 5/27/2018
Ukraine Trademark	Reg. No. 113787	Effective until 11/4/2018
Cenegenics Physician Website (www.cenegenicsphy.com) Trademark	Reg. No. VA I-817-484	