

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
Dermatrends, Inc.	12/16/2009

RECEIVING PARTY DATA

Name:	John Stapleton
Street Address:	3190 High Point Drive
City:	Chaska
State/Country:	MINNESOTA
Postal Code:	55318

PROPERTY NUMBERS Total: 19

Property Type	Number
Patent Number:	6558695
Patent Number:	6562368
Patent Number:	6562369
Patent Number:	6562370
Patent Number:	6565879
Patent Number:	6582724
Patent Number:	6586000
Patent Number:	6602912
Patent Number:	6645520
Patent Number:	6673363
Patent Number:	6719997
Patent Number:	6821523
Patent Number:	6846837
Patent Number:	6943197
Patent Number:	7205003

OP \$760.00 6558695

Application Number:	11574928
Application Number:	10966836
Application Number:	11547987
Application Number:	11547335

CORRESPONDENCE DATA

Fax Number: (612)604-6982
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 612-604-6400
Email: dkelly@winthrop.com, lolson@winthrop.com,
trademark@winthrop.com
Correspondent Name: Daniel J. Kelly
Address Line 1: 225 South Sixth Street
Address Line 2: Suite 3500
Address Line 4: Minneapolis, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	15160.1
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NAME OF SUBMITTER:	Daniel J. Kelly
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Total Attachments: 3
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GRANT OF SECURITY INTEREST IN UNITED STATES PATENTS

This Agreement is made this 16th day of December, 2009, by and between **DERMATRENDS, INC.**, a Delaware corporation ("Debtor") whose business address is 3109 West 50th Street, Suite 351, Minneapolis, Minnesota 55410 and **JOHN STAPLETON** ("Secured Party") whose address is 3190 High Point Drive, Chaska, Minnesota 55318. The Debtor and Secured Party are collectively referred to as the "Parties."

WHEREAS, on December 16, 2009, the Parties entered into an Amended and Restated Security Agreement;

WHEREAS, this Agreement is entered into to secure the full and prompt performance and payment of all the Debtor's obligations defined in the Amended and Restated Security Agreement.

NOW, THEREFORE, in consideration of the above premises, the mutual covenants contained herein, and good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Debtor hereby assigns, grants, and mortgages to Secured Party a security interest in: (i) all of Debtor's right, title, and interest in and to the pending and registered United States patents set forth on Exhibit A attached hereto (collectively the "Patents"); (ii) all proceeds and products of the Patents; and (iii) all causes of action arising prior to or after the date hereof for infringement of any of the Patents or unfair competition regarding the same.
2. Debtor agrees to execute all documents, papers, forms, and authorizations and take all other action that may be necessary for securing, completing, or vesting in Secured Party the security interest in the Patents.
3. Debtor represents that it has full power to enter into and perform this Agreement, that it has not granted any person or entity any interest in or to the Patents, and that there is no pending litigation or dispute in any jurisdiction concerning the validity or ownership of the Patents.
4. Upon the termination of the Amended and Restated Security Agreement, Secured Party shall, upon such satisfaction, execute a release of the security interest in the Patents and deliver such release to Debtor.
5. This Agreement is in addition to the Amended and Restated Security Agreement, the terms of which are incorporated by reference into this Agreement. In the event that any provision of this Agreement conflicts with the Amended and Restated Security Agreement, the Amended and Restated Security Agreement shall govern.

[signature page follows]

IN WITNESS WHEREOF, Debtor has executed this Agreement as of the day and year first above written.

DERMATRENDS, INC.

By John C. McHenry
Its CEO

4753578v2

EXHIBIT A
PATENTS

Patent No.	Pub. No.	Application No.
6565879		09687937
6602912	US20020032240	09738393
6645520	US20010038861	09737830
6586000	US20010051166	09738410
6562370	US20010033870	09737833
6562369	US20010036483	09737829
6558695	US20010038862	09737831
6719997	US20020018803	09738395
6562368	US20010031787	09737828
6582724	US20020034554	09972008
None	US20020192302	10175769
6673363	US20020197284	10176265
None	US20020192243	10176264
None	US20020192300	10175681
None	US20020192301	10175682
None	US20020192242	10175721
None	US20030104041	10177436
None	US20030124176	10176952
7205003	US20030099678	10252784
6821523	US20030235627	10176963
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None	US20050074487	10863432
None	US20070098747	11585586
None	US20050244485	10966836
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None	US20030072814	10176948
None	US20030077301	10177250
None	US20060002874	11150821
6943197	US20030235626	10176962
6846837	US20030235541	10178074
6821523	US20030235627	10176963
7205003	US20030099678	10252784
None	US20070098747	11585586
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None	US20080287502	11547335
None	US20080262445	11574928
None	US20080138390	11547987
None	US20080262445	11574928