

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
MooBella, Inc.	01/31/2012
RECEIVING PARTY DATA	
Name:	W. Health L.P.
Street Address:	Winterbotham Place, Marlborough & Queen Streets
Internal Address:	P.O. Box N-3026
City:	Nassau
State/Country:	BAHAMAS
PROPERTY NUMBERS Total: 7	
Property Type	Number
Patent Number:	5292030
Patent Number:	5433967
Patent Number:	5473909
Patent Number:	5603257
Patent Number:	5727713
Patent Number:	5758571
Application Number:	11333829
CORRESPONDENCE DATA	
Fax Number:	2024149299
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	202-414-9200
Email:	ptoipinbox@reedsmith.com
Correspondent Name:	Stephen M. Hertzler, Reed Smith LLP
Address Line 1:	P.O. Box 488
Address Line 4:	Pittsburgh, PENNSYLVANIA 15230
ATTORNEY DOCKET NUMBER:	767959.60001 - MOOBELLA

PATENT

NAME OF SUBMITTER:

Stephen M. Hertzler

Total Attachments: 6

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MOOBELLA, INC.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement, (this "*Security Agreement*") dated as of January __, 2012 (the "*Effective Date*"), is by and among MooBella, Inc., a Delaware corporation (the "*Company*"), and W. Health L.P. (the "*Purchaser*").

RECITALS

A. The Purchaser is purchasing from the Company a Promissory Note (the "*Note*"), dated as of the date hereof, issued by the Company for the benefit of the Purchaser, in the amount of €900,000.

B. As a condition of purchasing the Note from the Company, the Purchaser is requiring that the Company provide the Purchaser a security interest in the Company's intellectual property, as set forth herein, to secure the Company's obligations (the "*Obligations*") to the Purchaser under the Note.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants contained herein, the parties hereto, intending to be legally bound, agree as follows:

1. Definitions

Any capitalized terms used and not defined herein shall have the meanings given such terms in the Note. As used in this Security Agreement and to the extent not otherwise defined herein, the following terms shall have the following meanings:

"Copyrights" shall mean all copyrights and like protections in each work of authorship or derivative work thereof, whether registered or unregistered and whether published or unpublished, together with all registrations and recordings thereof, all applications in connection therewith, and any goodwill of the business connected with, and symbolized by, any of the foregoing.

"Copyright Licenses" shall mean all agreements, whether written or oral, providing for the grant by or to the Company of any right to use any Copyright.

"Copyright Office" shall mean the United States Copyright Office or any other federal governmental agency which may hereafter perform its functions.

"Event of Default" shall have the meaning assigned to such term in the Note.

"General Intangibles" shall have the meaning assigned to such term in the UCC.

"Intellectual Property" shall have the meaning assigned to such term in Section 3 hereof.



"IP Collateral" shall have the meaning assigned to such term in Section 2 hereof.

"Licenses" shall mean, collectively, the Copyright Licenses, Patent Licenses and Trademark Licenses.

"Patents" shall mean all patents, patent applications, letters patent and applications for letters patent, and the inventions and improvements therein disclosed, and any and all divisions, reissues, extensions, continuations and continuations-in-part thereof.

"Patent Licenses" shall mean all agreements, whether written or oral, providing for the grant by or to the Company of any right to manufacture, use or sell any invention covered by a Patent.

"Proceeds" shall have the meaning assigned to such term in the UCC.

"PTO" shall mean the United States Patent and Trademark Office or any other federal governmental agency which may hereafter perform its functions.

"Trademarks" shall mean all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, service marks, designs, logos and other source or business identifiers, prints and labels on which any of the foregoing may appear, whether registered or unregistered, together with all registrations and recordings thereof, all applications in connection therewith, and any goodwill of the business connected with, and symbolized by, any of the foregoing.

"Trademark Licenses" shall mean all agreements, whether written or oral, providing for the grant by or to the Company of any right to use any Trademark.

"UCC" shall mean the Uniform Commercial Code as adopted and in effect on the date hereof in the State of Delaware.

2. **Grant Of Security Interest:** As security for the payment or performance in full of the Obligations, the Company hereby grants to the Purchaser a continuing security interest, with power of sale (which power of sale shall be exercisable only following the occurrence of an Event of Default), in all of the present and future right, title and interest of the Company in and to the following property, and each item thereof, whether now owned or existing or hereafter acquired or arising, together with all products, proceeds, substitutions, and accessions of or to any of the following property (collectively, the "***IP Collateral***"):

- (a) All Copyrights and Copyright Licenses.
- (b) All Patents and Patent Licenses.
- (c) All Trademarks and Trademark Licenses.



(d) All renewals of any of the foregoing.

(e) All General Intangibles connected with the use of, or related to, any and all Intellectual Property (including, without limitation, all goodwill of the Company and the business, products and services appurtenant to, associated with, or symbolized by, all Intellectual Property and the use thereof).

(f) All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all Licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof.

(g) The right to sue for past, present and future infringements and dilutions of any of the foregoing.

(h) All of the Company's rights corresponding to any of the foregoing throughout the world.

(i) All Proceeds of any of the foregoing.

3. **Company to Execute Documents to Evidence Security Interest:** Within thirty (30) days of the execution of this Agreement, the Company shall execute and deliver, and have recorded, and take any legal measures necessary (including, upon the request of the Purchaser, providing an opinion of counsel on the perfection of the Purchaser's security interest in the IP Collateral) to effect the registration of all agreements, instruments, documents and papers, to the full satisfaction of the Purchaser, to evidence and perfect the Purchaser's security interest in any Copyright, Patent, Trademark, or License and the goodwill and General Intangibles of the Company relating thereto or represented thereby (including, without limitation, filings with the PTO, the Copyright Office or any similar office and in the office of the Secretary of State of the State of Delaware, copies of such filings to be provided to the Purchaser or its designee), and the Company hereby constitutes such designee as the Purchaser shall designate from time to time in a writing delivered to the Company as the Company's attorney-in-fact to execute and file all such writings for the foregoing purposes.

4. **Rights Upon Default:** Upon the occurrence of any Event of Default which has not been waived in writing by the Purchaser, the Purchaser may exercise all rights and remedies of a secured party upon default under the UCC with respect to the Intellectual Property, in addition to which a designee of the Purchaser, acting on behalf of the Purchaser, may appear, may sell, license, assign, transfer, or otherwise dispose of the Intellectual Property. The Purchaser shall give to the Company at least twenty (20) days' prior written notice of the time and place of any public sale of the Patents and Trademarks or of the time after which any private sale or any other intended disposition is to be made.

If any Event of Default has occurred and has not been expressly waived by the Purchaser in writing, the Company hereby grants to the Purchaser the right and exclusive

license to make, have made, use and sell the inventions and marks disclosed and claimed in the Patents and the Trademarks for the ratable benefit and account of the Purchaser.

5. Purchaser as Attorney-In-Fact:

(a) Upon the occurrence and during the continuance of any Event of Default which has not been waived in writing by the Purchaser, the Company irrevocably constitutes and designates the Purchaser, or such other person as may be designated by the Purchaser from time to time in writing delivered to the Company, as the Company's attorney-in-fact:

- (i) To exercise any of the rights and powers referenced herein.
- (ii) To execute all such instruments, documents, and papers as the Purchaser determines to be appropriate in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the IP Collateral.

(b) The within grant of a power of attorney, being coupled with an interest, shall be irrevocable until this Agreement is terminated by written consent of the Purchaser, the Note is repaid in full, or the Note is terminated.

6. Miscellaneous:

(c) This Agreement and all rights and obligations hereunder, including matters of construction, validity and performance, shall be governed by, and construed in accordance with, the laws of the United States, and, to the extent that the laws of the United States are not applicable, by and with the laws of the State of New York (without regard to principles of conflicts of laws). Each of the parties hereto agrees that any suit for the enforcement of this Agreement may be brought only in the courts of the State of New York or the United States of America located in the City of New York, New York, and consents to the exclusive jurisdiction of such courts and to service of process in any such suit being made upon the other parties by mail at the address specified in the Note. Each of the parties hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

(d) All notices hereunder shall be in writing and shall be given as provided in the Note.

(e) Neither this Agreement nor any term hereof may be amended, waived, or terminated except by a written instrument expressly referring to this Agreement and to the provisions so amended, waived, or terminated and executed by all the parties hereto.

(f) This Agreement and all obligations of the Company shall be binding upon the successors and assigns of the Company, and shall, together with the rights and remedies of the Purchaser hereunder, inure to the benefit of the Purchaser and its successors and assigns. If any term of this Agreement is held to be invalid, illegal or

unenforceable, the validity of all other terms hereof shall be in no way affected thereby, and this Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. Terms used herein without definition which are defined in the UCC have such defined meanings herein, unless the context otherwise indicates or requires.

(g) This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute one and the same Agreement.

[SIGNATURE PAGES FOLLOW]



IN WITNESS WHEREOF, the Company and the Purchaser have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

COMPANY:

MOORELLA, INC.

By: Bruce C. Ginsberg
Name: Bruce C. Ginsberg
Title: President

PURCHASER:

W. HEALTH L.P.

By: [Signature]
Dr. Oliver Weikert, Director of
Investiges Wealth Management Inc.,
as General Partner of W. Health L.P.

By: [Signature]
Dr. Wolfgang Reichenberger, Director of
Investiges Wealth Management Inc.,
as General Partner of W. Health L.P.

Signature Pages to Intellectual Property Security Agreement

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[Signature]