

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT2966656

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
RODAN & FIELDS, LLC	08/01/2014
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	WELLS FARGO BANK, NATIONAL ASSOCIATION
<b>Street Address:</b>	420 MONTGOMERY STREET, 9TH FLOOR
<b>City:</b>	SAN FRANCISCO
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94104
<b>PROPERTY NUMBERS Total: 7</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	13248367
Application Number:	13842720
Application Number:	29437266
Application Number:	61928377
Application Number:	29485040
Application Number:	29485045
PCT Number:	US1372653
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(215)851-1420
<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>	
<b>Phone:</b>	415-543-8700
<b>Email:</b>	karmellino@reedsmith.com, phlipdocketing@reedsmith.com
<b>Correspondent Name:</b>	YVONNE PHAM
<b>Address Line 1:</b>	101 SECOND STREET, SUITE 1800
<b>Address Line 2:</b>	REED SMITH LLP
<b>Address Line 4:</b>	SAN FRANCISCO, CALIFORNIA 94105
<b>ATTORNEY DOCKET NUMBER:</b>	349334.20120
<b>NAME OF SUBMITTER:</b>	YVONNE PHAM
<b>SIGNATURE:</b>	/Yvonne Pham/
<b>DATE SIGNED:</b>	08/04/2014

PATENT

**Total Attachments: 4**

source=06 - WFB\_RF - Grant of Patent Security Interest#page1.tif

source=06 - WFB\_RF - Grant of Patent Security Interest#page2.tif

source=06 - WFB\_RF - Grant of Patent Security Interest#page3.tif

source=06 - WFB\_RF - Grant of Patent Security Interest#page4.tif

## GRANT OF PATENT SECURITY INTEREST

**WHEREAS**, RODAN & FIELDS, LLC, a California limited liability company ("Grantor"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Patent Collateral (as defined below); and

**WHEREAS**, Grantor has entered into an Amended and Restated Credit Agreement dated as of August 1, 2014 (said Amended and Restated Credit Agreement, as amended, restated, supplemented or otherwise modified from time to time, being the "Credit Agreement") with Wells Fargo Bank, National Association ("Bank") pursuant to which Bank has made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Grantor; and

**WHEREAS**, pursuant to the terms of an Amended and Restated Security Agreement: Rights to Payment and Inventory dated as of August 1, 2014 (said Amended and Restated Security Agreement: Rights to Payment and Inventory, as amended, restated, supplemented or otherwise modified from time to time, being the "Security Agreement"), Grantor has created in favor of Bank a security interest in, and Bank has become a secured creditor with respect to, the Patent Collateral;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Bank pursuant to the Security Agreement, Grantor hereby grants to Bank a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "Patent Collateral"):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all patents and patent applications and rights and interests in patents and patent applications under domestic or foreign law that are presently, or in the future may be, owned or held by Grantor and all patents and patent applications and rights, title and interests in patents and patent applications under any domestic or foreign law that are presently, or in the future may be, owned by Grantor in whole or in part (including, without limitation, the patents and patent applications set forth on Schedule A annexed hereto), all rights (but not obligations) corresponding thereto to sue for past, present and future infringements and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Patent Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Bank is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Patent Collateral. For purposes of this Grant of Patent Security Interest, the term "proceeds" includes whatever is receivable or received when Patent Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.


Grantor does hereby further acknowledge and affirm that the rights and remedies of Bank with respect to the security interest in the Patent Collateral granted hereby are more

fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this Grant of Patent Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 1 day of August, 2014.

**RODAN & FIELDS, LLC**, a California limited liability company

By: 

Name: Lori Bush

Title: President and Chief Executive Officer

**SCHEDULE A  
TO  
GRANT OF PATENT SECURITY INTEREST**

Title	Appl. Number	Filing Date	Inventor(s)	Status
Methods and Compositions for Treating Skin	13/248,367 (M&G Ref. No. 16686.0001USU1)	09/29/2011	Rodan, K. Fields, K.	Non-final Office Action to be mailed soon from U.S. PTO.
CONSULTANT TOOL FOR DIRECT SELLING	13/842,720 (M&G Ref. No. 16686.0014USU1)	03/15/2013	Hackman, E. Barrera, J. Arazi-Gamliel O.	Waiting for examination by the U.S. PTO.

RF Reference	Application #	Title	Inventor	Date
Macro-E (RF10)	US 29/437,266	Exfoliation Tool	Kathryn Rodan Kathy Fields Steven Powell	11-14-2012
DocSmart	PCT/US13/72653	Tools and Methods for Interactive, Professional-Level At-Home Skin Care	Kathryn Rodan Kathy Fields Timothy Falla Steven Powell	12-02-2013
Global Reverse	US 61/928,377	Methods and Compositions for Improving the Appearance of Photodamaged and Chronologically Aged Skin	Kathryn Rodan Kathy Fields Timothy Falla Dalia Stoddard	01-16-2014
Macro-E (RF20)	US 29/485,040	Cosmetic Tool	Kathryn Rodan Kathy Fields Steven Powell	03-14-2014
Macro-E (RF20)	US 29/485,045	Cosmetic Tool	Kathryn Rodan Kathy Fields Steven Powell	03-14-2014