

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT2987726

<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>
	AGE SCIENCES, INC.	08/05/2014
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	ZIONS FIRST NATIONAL BANK	
<b>Street Address:</b>	ONE SOUTH MAIN STREET	
<b>Internal Address:</b>	SUITE 1100	
<b>City:</b>	SALT LAKE CITY	
<b>State/Country:</b>	UTAH	
<b>Postal Code:</b>	84133	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Patent Number:	6911031
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(801)594-8434	
<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>	8018447198	
<b>Email:</b>	juli.riley@zionsbancorp.com	
<b>Correspondent Name:</b>	JULI RILEY	
<b>Address Line 1:</b>	10 EAST SOUTH TEMPLE	
<b>Address Line 4:</b>	SALT LAKE CITY, UTAH 84075	
<b>ATTORNEY DOCKET NUMBER:</b>	COST CENTER 0185	
<b>NAME OF SUBMITTER:</b>	JULI RILEY	
<b>SIGNATURE:</b>	/Juli Riley/	
<b>DATE SIGNED:</b>	08/19/2014	
	This document serves as an Oath/Declaration (37 CFR 1.63).	
<b>Total Attachments: 4</b>		
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## SECURITY AGREEMENT

This Security Agreement, dated this effective August 5, 2014, is between AGE SCIENCES, INC., a Utah corporation with a principal address of 5280 South 320 West, Suite E-100, Salt Lake City, Utah 84107 ("Debtor"), and Zions First National Bank, with a principal address of One South Main Street, Suite 300, Salt Lake City, Utah 84111 ("Secured Party" or "Lender").

### Grant of Security Interest

Debtor hereby grants to Secured Party a security interest in Debtor's United States Patent No. 6911031 titled "Single-hand Operable Microdermabrasion Device" filed September 24, 2001, including all renewals thereof and all rights corresponding thereto throughout the world (collectively called the "Patents"), the good will of the business to which the Patent relates, the proceeds of the Patent infringement suits and the right to sue for past, present, and future Patents infringements, all Accounts, Instruments, General Intangibles, Chattel Paper arising from the all license, royalties and contracts derived from the Patents (a copy of the patent information is attached hereto as Schedule A and by this reference incorporated herein, (collectively the "Collateral"), to secure all of Debtor's present and future debts, obligations and liabilities of whatever nature to Secured Party (the "Obligations"), pursuant to the Promissory Note executed by Debtor to Secured Party in an amount not exceeding \$3,000,000.00, dated August 5, 2014, and all of Debtor's obligations hereunder.

1. Title. Debtor warrants that Debtor has clear title to the Collateral, free of all encumbrances and security interests other than this Security Agreement.

2. Filing. Debtor warrants that there is no financing statement now on file in any public office covering the Collateral or any proceeds thereof, and so long as any of the Obligations remain unpaid, Debtor will not execute a financing statement or security agreement covering the Collateral with anyone other than Secured Party. Debtor hereby agrees to execute and deliver on demand, and irrevocably constitutes and appoints Secured Party as the attorney-in-fact of Debtor, to execute, deliver, and, if appropriate, to file with the appropriate filing officer or office, such financing statements or other instruments as Secured Party may require in order to create, perfect, or continue the security interest granted hereunder.

3. Obligation to Protect. Debtor agrees to take all necessary action during the term of this Security Agreement to protect the value of the Collateral, including, but not limited to, filing, prosecuting, and maintaining one or more utility patent applications and/or international patent applications claiming priority to the United States Provisional Application named herein within the applicable time period(s) defined by law or regulation.

4. Right to Protect. If Debtor fails to perform any act required by this Agreement or if Secured Party deems it advisable to preserve the Collateral or the priority or perfection of Secured Party's security interest therein, Secured Party may advance funds for the same, and such advances shall be one of the Obligations secured hereby and will be immediately payable with a finance charge thereon at the maximum lawful rate.

5. Default. Debtor will be in default hereunder if any of the following events occur:

(a) Debtor fails to pay any of the Obligations within ten (10) days following the date that such payment is due;

(b) Debtor fails to perform any of the Obligations and such failure continues for a period of not less than thirty (30) days following the Debtor's receipt of the Secured Party's notice of such failure;

(c) Debtor becomes insolvent or unable to pay its debts as they mature, or makes an assignment for the benefit of creditors, or any proceeding is instituted by or against Debtor alleging that Debtor is insolvent or unable to pay debts as they mature; or

(d) An attachment, garnishment, execution or other process is issued or a lien filed against any property of Debtor.

Waiver of any default shall not constitute a waiver of any subsequent default.

6. Remedies. Upon the occurrence of any default hereunder and at any time thereafter, all of the Obligations shall, at the election of Secured Party, and without notice of such election, become immediately due and payable, and Secured Party shall have the remedies of a secured party under the Utah Uniform Commercial Code or other applicable law and:

(a) Secured Party may retain or retire for its own account all of the Collateral and, after deducting the expenses incurred by Secured Party, including reasonable attorneys' fees and legal expenses, apply the residue against the Obligations;

(b) Secured Party may give any notice to Debtor required by law by mailing such notice, first class postage prepaid, at least twenty (20) days before the event, to any address of Debtor set forth in this Security Agreement;

(c) Secured Party shall have the right, immediately and without prior notice or demand, to set off against the Obligations, whether or not due, all money or other amounts owed by Secured Party in any capacity to Debtor, and Secured Party shall be deemed to have exercised such right of set-off and to have made a charge against any such money or amounts immediately upon occurrence of such default, even though such charge is entered in the books of Secured Party subsequent thereto.

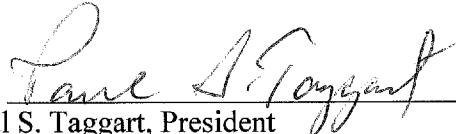
7. Merger. This Agreement contains the entire understanding between the parties with respect to the subject matter hereof.

8. Time. Time is of the essence of this Agreement.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

DEBTOR:

AGE SCIENCES, INC.

By:   
Paul S. Taggart, President

SECURED PARTY:

Zions First National Bank

By:   
Tracy Groll, Senior Vice President

SCHEDULE A

(Attached to and forming a part of Security Agreement between Age Sciences, Inc., as Debtor, and Zions First National Bank, as Secured Party)

Patent Information

United States Trademark and Patent Office, Patent Number 6911031, filing date of September 24, 2010 as the same may be amended from time to time, title" Single-Hand Operable Microdermabrasion Device".