

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3102404

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
CHROMOGENEX TECHNOLOGIES LIMITED	10/09/2014
RECEIVING PARTY DATA	
Name:	SQUADRON CAPITAL LLC
Street Address:	18 HARTFORD AVENUE
City:	GRANBY
State/Country:	CONNECTICUT
Postal Code:	06035
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	5983900
Patent Number:	6277111
Patent Number:	6398801
Patent Number:	6881212
CORRESPONDENCE DATA	
Fax Number:	(203)323-1803
<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>	
Phone:	(203) 323-1800
Email:	pto@gordonjacobson.com
Correspondent Name:	GORDON & JACOBSON, P.C.
Address Line 1:	60 LONG RIDGE ROAD
Address Line 2:	SUITE 407
Address Line 4:	STAMFORD, CONNECTICUT 06902
ATTORNEY DOCKET NUMBER:	UDL-MISC
NAME OF SUBMITTER:	JAY P. SBROLLINI
SIGNATURE:	/Jay P. Sbrollini/
DATE SIGNED:	11/11/2014
Total Attachments: 11	
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EXECUTION VERSION

DATED 9 OCTOBER 2014

- (1) THE COMPANIES LISTED IN SCHEDULE 1
(as Chargors)
- (2) SQUADRON CAPITAL LLC
(as Secured Party)

DEBENTURE

ReedSmith

reedsmith.com

US_ACTIVE-119190942.12-IPHILIPPO

PATENT
REEL: 034142 FRAME: 0629

THIS DEED is made on 9 October 2014

BETWEEN:

- (1) The Companies listed in SCHEDULE 1 (each a "Chargor" and together the "Chargors"); and
- (2) Squadron Capital LLC (a Delaware limited liability company whose principal office is situated at 18 Hartford Avenue, Granby, Connecticut, United States) (the "Secured Party").

BACKGROUND:

- (A) Each Chargor is entering into this Deed to secure the repayment and satisfaction of the Secured Obligations.
- (B) Each Chargor and the Secured Party intend that this document take effect as a deed notwithstanding that it may be executed under hand.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Terms defined

In this Debenture:

"Account" means:

- (a) the accounts specified in SCHEDULE 4 (*Accounts*); and
- (b) such other bank accounts opened or maintained by any Chargor with any bank, building society, financial institution or other person (and any replacement account or subdivision or subaccount of that account) and includes all Related Rights;

"Charged Assets" means all of the assets and undertaking of each Chargor, both present and future, which from time to time are the subject of any Security created or expressed to be created by it in favour of the Secured Party by or pursuant to this Debenture and references to the Charged Assets include references to any part of it;

"Existing Security" means the charge dated 5 June 2013 and granted by the Borrower to Roland Denning;

"Facility Agreement" means the facility agreement dated on or about the date hereof between, among others, the Borrower, the Chargors and the Secured Party;

"Finance Document" has the meaning given to such term in the Facility Agreement;

"Insurance" means any policy of insurance (including life insurance or assurance) in which any Chargor may from time to time have an interest (but excluding any third party liability or public liability contract of insurance) together with all amounts payable to that Chargor under or in connection with each of those policies and includes all Related Rights and including, without limitation any Keyman Insurance;

"Intellectual Property" means:

- (a) any rights owned or controlled by each Chargor protected pursuant to registered or unregistered trade mark, service mark, unfair competition, passing off and/or other laws, rules or principles of law or equity including the Trade Marks and the Patents; and
- (b) all inventions, processes, formulae, licences, patents, patent rights, trademarks, trademark rights, service marks, service mark rights, trade names, trade name rights, logos, indicia, corporate and company names, business source or business identifiers and renewals and extensions of any of the foregoing, whether now owned or hereafter acquired, and the accompanying goodwill and other like business property rights relating to each Chargor, and the right (but not the obligation): (i) to register claims under trademark or patent; (ii) to renew and extend such trademarks or patents; (iii) to sue in the name of each Chargor or in the name of the Secured Party for past, present or future infringement of such trademark or patent;

"Investments" means:

- (a) the Shares;
- (b) all other shares, stocks, debentures, bonds, warrants, coupons, options, other securities and investments and rights to subscribe for other investments; and
- (c) all negotiable instruments, certificates of deposit, eligible debt securities, interests in collective investment schemes, or other investments referred to in section 22 of, and as defined in Part II of Schedule 2 to, the Financial Services and Markets Act 2000 and Part III of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001, whether certificated or uncertificated, physical or dematerialised, registered or unregistered, held by any Chargor or by a trustee or clearance system or nominee,

in each case whether held directly by, or to the order of, any Chargor or by any trustee, nominee, fiduciary or clearance system on its behalf and all Related Rights (and including all rights against any such trustee, nominee, fiduciary or clearance system);

"Patents" means all registered patents whether currently registered or hereafter registered including without limitation those registered patents listed in SCHEDULE 5 (*Intellectual Property*);

"Plant and Machinery" means in relation to each Chargor all present and future plant, machinery, office equipment, computers, vehicles and other chattels (excluding any for the time being forming part of each Chargor's stock in trade or work in progress and includes all Related Rights);

"Real Property" means:

- (a) any freehold, leasehold or immovable property, including the property specified in SCHEDULE 2 (*Real Property*) and all other interests in any freehold or leasehold property now or in the future belonging to it; and
- (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such freehold or leasehold property,

to the Facility Agreement or other Finance Document were a reference to this Debenture or that notice.

1.3 Construction

Clause 1.2 (*Construction*) of the Facility Agreement will apply as if incorporated in this Debenture, or in any notice given under or in connection with this Debenture, as if all references in that Clause to the Facility Agreement were a reference to this Debenture or that notice.

1.4 Disposition of Property

The terms of the Facility Agreement and each other Finance Document are incorporated into this Debenture and each other Finance Document to the extent required for any purported disposition of any Property contained in any Finance Document to be a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

1.5 Clawback

If the Secured Party considers that any amount paid or credited to it is capable of being avoided or reduced by virtue of any bankruptcy, insolvency, liquidation or similar laws, the liability of any Chargor under this Debenture and the Security constituted by those documents will continue and such amount will not be considered to have been irrevocably paid.

1.6 Third Party Rights

A person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Debenture.

2. COVENANT TO PAY

Each Chargor covenants with the Secured Party to pay, discharge and satisfy the Secured Obligations when they become due for payment and discharge in accordance with their respective terms and to indemnify the Secured Party against any losses, costs, charges, expenses and liabilities including interest thereon arising from any breach or failure to pay, discharge and satisfy the Secured Obligations in accordance with their respective terms.

3. FIXED SECURITY

3.1 General

All Security created by each Chargor under this Clause 3 and Clause 4 (*Floating charge*) inclusive is:

- (a) granted in favour of the Secured Party;
- (b) continuing security for the payment, discharge and performance of the Secured Obligations;
- (c) granted with full title guarantee; and
- (d) granted in respect of all the right, title and interest (if any), present and future, of each Chargor in and to the relevant Charged Asset.

3.2 Mortgage

Each Chargor charges in favour of the Lender by way of first legal mortgage, all of its right, title and interest from time to time in the Real Property.

3.3 Assignment by way of Security

- (a) Each Chargor assigns and agrees to assign by way of security and to the fullest extent assignable by way of security or capable of assignment by way of security without infringing any contractual provision restricting the same, all of its right, title and interest to from time to time (whether now owned or hereafter acquired) in and to any Insurances and all proceeds paid or payable thereunder.
- (b) Each Chargor shall remain liable to perform all its obligations under the assets described in paragraph (a) above.
- (c) Notwithstanding the other terms of this Clause 3.3, before this Debenture becomes enforceable pursuant to Clause 16 (*When Security becomes enforceable*), each Chargor may continue to exercise all and any of its rights under and in connection with its Insurances on a basis otherwise consistent with the Finance Documents.

3.4 Fixed charges

Each Chargor charges (to the extent not validly and effectively charged by way of first legal mortgage pursuant to Clause 3.2 (*Mortgage*) or assigned pursuant to Clause 3.3 (*Assignment by way of Security*)) by way of first fixed charge, all of its rights, title and interest from time to time in and to and the benefit of:

- (a) all estates or interests in any Real Property;
- (b) all of its right, title and interest in and to the Accounts and all monies standing to the credit of any of the Accounts and the debts represented by them;
- (c) the Intellectual Property now or in the future held by it, including any revenues or other income arising thereunder and any claims for damages arising in respect thereto (whether by reason of infringement or otherwise howsoever);
- (d) the Plant and Machinery;
- (e) any goodwill and rights and claims in relation to its uncalled share capital;
- (f) the benefit of all consents and agreements held by it in connection with the use of any of its assets;
- (g) the Investments held now or in the future by it and/or any nominee on its behalf; and
- (h) each of the assets which are specified in Clause 3.3 (*Assignment by way of Security*).

SCHEDULE 1

THE CHARGORS

Company Name	Company Address	Company Number
Chromogenex Holdings Limited	Unit 1 and 2, Heol Rhosyn, Parc Dafen, Llanelli, Carmarthenshire SA14 8QG	07496824
Chromogenex Technologies Limited	Unit 1 and 2, Heol Rhosyn, Parc Dafen, Llanelli, Carmarthenshire SA14 8QG	02714095
The Skincare Academy Limited	Unit 1 and 2, Heol Rhosyn, Parc Dafen, Llanelli, Carmarthenshire SA14 8QG	06870441

SCHEDULE 5
INTELLECTUAL PROPERTY

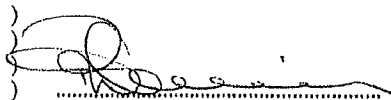
PATENTS

TITLE	GRANT NO	JURISDICTIONS	STATUS
Wrinkle Apparatus (Rise Time)	6881212	USA	Granted
Laser Depilation	6277111	USA	Granted
Laser Depilation	69424566.6	Germany	Granted
Laser Depilation	0732895	Spain, France, UK, Italy	Granted
Sharp Pulse	6398801	USA	Granted
Wrinkle Removal	0932431	Germany, Spain, France, UK, Italy	Granted
Wrinkle Removal	5983900	USA	Granted
Tissue Rejuvenation	1183072	Germany, France, UK	Granted

EXECUTION PAGE

CHARGORS

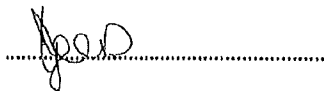
Executed as a deed by
Chromogenex Holdings Limited
acting by



Director

in the presence of

Signature of witness



Name of witness

Sharon Goolsby

Address of witness

16 Old Road

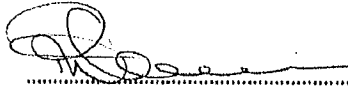
Llanelli

SA15 3HW

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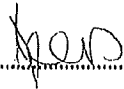
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Executed as a deed by
Chromogenex Technologies Limited
acting by

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Director

in the presence of

Signature of witness


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Name of witness

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Sharon Gears
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Address of witness

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16 Old Road
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SA15 3HW
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Executed as a deed by
The Skin Academy Limited
acting by

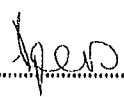
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Director



in the presence of

Signature of witness

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Name of witness

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Sharon Gears

Address of witness

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16 Old Road

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SECURED PARTY



Executed as a deed by
SQUADRON CAPITAL LLC
a limited liability company formed in Delaware
acting by David Pelizzon
being a person who in accordance
with the laws of that territory is acting
under the authority of the company

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