

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3091854

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	CONFIRMATORY ASSIGNMENT OF PATENT SECURITY AGREEMENT, EFFECTIVE 07/09/2009
CONVEYING PARTY DATA	
Name	Execution Date
PROSPECT CAPITAL CORPORATION, SUCCESSOR BY MERGER TO PATRIOT CAPITAL FUNDING, INC.	10/29/2014
RECEIVING PARTY DATA	
Name:	ASCOT INVESTMENTS, LLC
Street Address:	11111 SANTA MONICA BOULEVARD
Internal Address:	SUITE 2200
City:	LOS ANGELES
State/Country:	CALIFORNIA
Postal Code:	90025
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	6685843
Patent Number:	6797164
Patent Number:	6878266
CORRESPONDENCE DATA	
Fax Number:	(617)951-8736
<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:	617-951-8144
Email:	EILEEN.SULLIVAN@BINGHAM.COM
Correspondent Name:	EILEEN SULLIVAN
Address Line 1:	BINGHAM MCCUTCHEN LLP
Address Line 2:	1 FEDERAL STREET
Address Line 4:	BOSTON, MASSACHUSETTS 02110
ATTORNEY DOCKET NUMBER:	0000340261
NAME OF SUBMITTER:	EILEEN SULLIVAN
SIGNATURE:	/EILEEN SULLIVAN/
DATE SIGNED:	11/03/2014
Total Attachments: 6	
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CONFIRMATORY ASSIGNMENT
OF
PATENT SECURITY AGREEMENT

This CONFIRMATORY ASSIGNMENT OF PATENT SECURITY AGREEMENT (this “**Confirmatory Assignment**”), is executed as of October 29, 2014 and effective as of July 9, 2009 (the “**Effective Date**”), between PROSPECT CAPITAL CORPORATION, a Delaware corporation (“**Assignor**”), as successor by merger to PATRIOT CAPITAL FUNDING, INC., a Delaware corporation (“**Patriot**”), and ASCOT INVESTMENTS, LLC, a California corporation (the “**Assignee**”).

WITNESSETH

WHEREAS, reference is made to that certain Credit Agreement (as amended, supplemented, or modified from time to time, the “**Credit Agreement**”), dated as of October 28, 2004, by and between L.A. Spas, Inc., a California corporation formerly known as Spa Acquisition Corp. (the “**Borrower**”), and Patriot as agent;

WHEREAS, reference is made to that certain Senior Subordinated Note and Warrant Purchase Agreement (as amended, supplemented, or modified from time to time, the “**Senior Note**”), dated as of October 28, 2004, by and among Borrower, and Patriot, as agent;

WHEREAS, in connection with the Credit Agreement and the Senior Note Borrower executed a Security Agreement, dated as of October 28, 2004, in favor of Patriot (as amended, supplemented, or modified from time to time, the “**Security Agreement**”);

WHEREAS, pursuant to the Security Agreement, Borrower granted Patriot a security interest in all of Borrower’s personal property and other assets, including, without limitation, its patents and patent applications;

WHEREAS, Borrower and Patriot entered into a Patent Security Agreement, dated as of September 3, 2008, concerning the Senior Note (the “**Senior Note Patent Security Agreement**”), which was recorded in the records of the United States Patent and Trademark Office (the “**USPTO**”) at Patent Reel 021511, Frame 0379 (the Senior Note Patent Security Agreement together with the Credit Agreement herein referred to as the “**Mortgage**”);

WHEREAS, Patriot, Assignee and Borrower are parties to that certain Replacement of Agent and Sixth Amendment to the Senior Note, dated as of July 9, 2009 (the “**Sixth Amendment to the Senior Note**”) pursuant to which, among other actions, Assignee replaced Patriot as agent under the Senior Note;

WHEREAS, Patriot, Assignee and Borrower are parties to that certain Replacement of Agent and Seventh Amendment to the Credit Agreement, dated as of July 9, 2009 (the “**Seventh Amendment to the Credit Agreement**”) pursuant to which, among other actions, Assignee replaced Patriot as agent under the Credit Agreement;

WHEREAS, Assignor acquired all assets of Patriot, including but not limited to its rights as agent under the Mortgage, via a merger of Patriot into Assignor via an Agreement and Plan of Merger dated August 3, 2009; and

WHEREAS, as further documentation of the replacement of Patriot by Assignee as agent under the Senior Note and Credit Agreement, the parties now wish to execute and deliver this Confirmatory Assignment.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignor (as successor by merger to Patriot) hereby confirms the transfers and assignments to Assignee, effective as of the Effective Date, and Assignee hereby confirms its acceptance and undertakings from Assignor (as successor by merger to Patriot), effective as of the Effective Date, of all Assignor's right, title and interest in, to and under the Mortgage, including without limitation the patents and patent applications identified on Schedule I attached hereto, on and subject to the terms of the Sixth Amendment to the Senior Note and the Seventh Amendment to the Credit Agreement.

2. This Confirmatory Assignment is delivered pursuant to Section 14 (Further Assurances) of each of the Sixth Amendment to the Senior Note and the Seventh Amendment to the Credit Agreement, and is intended to further document the original assignment to Assignee by Patriot of its right, title and interests in and to the Mortgage effected as of July 9, 2009, pursuant to the Sixth Amendment to the Senior Note and the Seventh Amendment to the Credit Agreement.

3. This Confirmatory Assignment may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

[signature pages follow]

ASSIGNOR:

PROSPECT CAPITAL CORPORATION, AS
SUCCESSOR BY MERGER TO PATRIOT
CAPITAL FUNDING, INC., as Agent

By: [Signature]
Name: ERIC ELIASH
Its: PRESIDENT AND COO

STATE OF NEW YORK

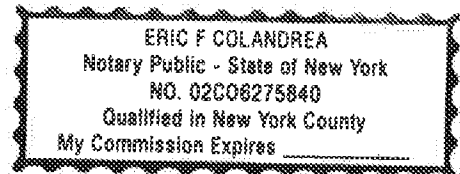
ss:

COUNTY OF NEW YORK

On the 28th day of October, in the year 2014 before
me, the undersigned, a Notary Public in and for said state, personally appeared
Eric Eliaeh, personally known to me or proved to me on the basis
of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their
capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the
person upon behalf of which the individual(s) acted, executed the instrument.

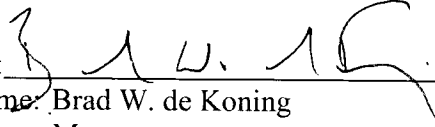
[Signature]
Notary Public
My Commission Expires: 2/4/17

[signature pages follow]



ASSIGNEE:

ASCOT INVESTMENTS, LLC, as Agent

By: 
Name: Brad W. de Koning
Its: Manger

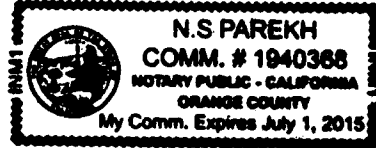
STATE OF CALIFORNIA
COUNTY OF ORANGE

On OCTOBER 30, 2014 before me, N.S. PAREKH (NOTARY PUBLIC), personally appeared Brad W. deKoning who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal,

Signature  (Seal)



[signature page follows]

ACKNOWLEDGED AND AGREED
this 30th day of October, 2014

BORROWER:

L.A. SPAS, INC.

By: [Signature]
Name: Brad W. de Koning
Its: President

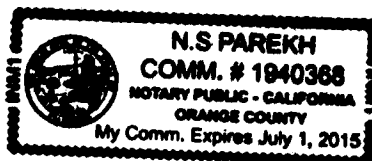
STATE OF CALIFORNIA
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I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (Seal)



SCHEDULE I
to
ASSIGNMENT OF PATENT SECURITY AGREEMENT

PATENT REGISTRATIONS

Patents

PATENT	COUNTRY	PATENT NUMBER	FILE DATE
Internal Spa Filter	US	6685843	11/21/01
Filtering System for a Pool or Spa	US	6797164	01/19/04
Spa and Pool Filter	US	6878266	05/30/03
Internal Spa Filter	CHINA	03110556.4	04/10/03

Patent Licenses

None.