

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3385447

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
Name		Execution Date
N.V. PERRICONE LLC		06/05/2015
RECEIVING PARTY DATA		
Name:	THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY, AS ADMINISTRATIVE AGENT	
Street Address:	720 EAST WISCONSIN AVENUE	
City:	MILWAUKEE	
State/Country:	WISCONSIN	
Postal Code:	53202	
PROPERTY NUMBERS Total: 30		
Property Type	Number	
Patent Number:	D459478	
Patent Number:	D459479	
Patent Number:	D459816	
Patent Number:	5965618	
Patent Number:	5709868	
Patent Number:	6752999	
Patent Number:	7438896	
Patent Number:	6162419	
Patent Number:	6472432	
Patent Number:	6586472	
Patent Number:	6437004	
Patent Number:	6296861	
Patent Number:	6191121	
Patent Number:	6979459	
Patent Number:	6932963	
Patent Number:	6417226	
Patent Number:	7019029	
Patent Number:	6319942	
Patent Number:	6908941	
Patent Number:	7125882	
PATENT		

Property Type	Number
Patent Number:	7081479
Patent Number:	6500857
Patent Number:	7066941
Patent Number:	8609604
Patent Number:	8580742
Application Number:	14050830
Patent Number:	8414869
Patent Number:	8609618
Patent Number:	9023801
Application Number:	14181365

CORRESPONDENCE DATA

Fax Number: (310)557-2193

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.

Phone: 310-557-2900

Email: klathrop@proskauer.com

Correspondent Name: PROSKAUER ROSE LLP

Address Line 1: 2049 CENTURY PARK EAST, SUITE 3200

Address Line 2: C/O KIMBERLEY A. LATHROP

Address Line 4: LOS ANGELES, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	54811.016
NAME OF SUBMITTER:	KIMBERLEY A. LATHROP
SIGNATURE:	/Kimberley A. Lathrop/
DATE SIGNED:	06/05/2015

Total Attachments: 6

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Grant of Security Interest in Patent Rights

THIS GRANT OF SECURITY INTEREST IN PATENT RIGHTS ("Agreement"), effective as of June 5, 2015 is made by N.V. PERRICONE LLC, a Delaware limited liability company (the "Grantor"), in favor of THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY, in its capacity as administrative agent (together with its successors and assigns, in such capacity, the "Administrative Agent") for the benefit of the Secured Parties from time to time party to that certain Credit and Guaranty Agreement, dated as of June 5, 2015 (as may be amended, amended and restated, joined, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Grantor and such other Persons joined thereto as a Borrower from time to time (together with the Grantor, each a "Borrower" and, collectively, the "Borrowers"), the Guarantors (as defined therein) from time to time party thereto, the Lenders (as defined therein) from time to time party thereto and the Administrative Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have agreed to make Loans and provide other financial accommodations to the Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Security and Pledge Agreement, dated as of June 5, 2015 (as may be amended, amended and restated, joined, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Administrative Agent for the benefit of the Secured Parties;

WHEREAS, pursuant to the Security Agreement, the Grantor has pledged and granted to the Administrative Agent for the benefit of the Secured Parties, a continuing security interest in all Intellectual Property, including the Patents and Patent Licenses; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to induce the Lenders to make Loans and provide other financial accommodations to the Grantor pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Administrative Agent and the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Security Agreement or Credit Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, and to secure the prompt payment and performance in full when due of all of the Grantor's Obligations, a continuing security interest in, and a right to set off against, any and all of their right, title and interest in and to all the Grantor's Patents (including, without limitation, those items listed on Schedule A hereto),

whether now owned or existing or owned, acquired or arising hereafter.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Administrative Agent for the benefit of the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Administrative Agent and the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent and the Lenders with respect to the security interest in the Patents and Patent Licenses granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including, without limitation, the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

SECTION 6. Choice of Law, Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving regard to conflict of laws principles.

[Signature Pages Follow]

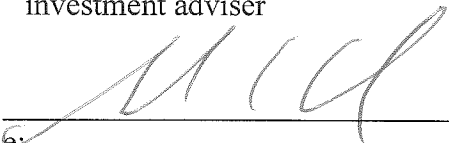
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

N.V. PERRICONE LLC,
a Delaware limited liability company

By: Mary van Praag
Name: Mary van Praag
Title: President and CEO

**THE NORTHWESTERN MUTUAL LIFE
INSURANCE COMPANY**, in its capacity as
Administrative Agent

By: Northwestern Mutual Investment
Management Company, LLC, its
investment adviser

By: 
Name: _____
Title: Mark E. Kishler
Managing Director

SCHEDULE A**U.S. Issued Patents and Patent Applications**

Patent	Serial #	Patent #
Electronic Muscle Stimulator Finger Tip	29/148,554	D459,478
Electronic Muscle Stimulator Finger Tip Triplet	29/151,068	D459,479
Electronic Muscle Stimulator Glove	29/148,565	D459,816
Treatment of Scar Tissue Using Lipoic Acid	08/971,820	5,965,618
Lipoic Acid in Topical Compositions	08/531,290	5,709,868
Method of Skin Care and/or Treatment Using Lipoic Acid	09/961,766	6,752,999
Method of Skin Care Using Lipoic and Ascorbic Acids	10/872,938	7,438,896
Stabilized Ascorbyl Compositions	08/756,461	6,162,419
Treatment of Rosacea Using Lipoic Acid	09/415,792	6,472,432
Treatment of Rosacea Using Lipoic Acid	09/951,578	6,586,472
Treatment of Skin Damage Using Olive Oil Polyphenols	09/763,333	6,437,004
Treatment of Skin Damage Using Conjugated Linoleic Acid	09/563,169	6,296,861
Treatment Of Skin Damage Using Polyenylphosphatidylcholine	09/543,947	6,191,121
Treatment Of Skin Damage Using Polyenylphosphatidylcholine	10/257,037	6,979,459
Treatment of Skin Damage Using PPC and Alkanolamines	10/335,450	6,932,963
Skin Whiteners Containing Hydroxytetronic Acid	09/735,144	6,417,226
Skin Whiteners Containing Hydroxytetronic Acid Derivatives	10/159,368	7,019,029
Topical Scar Treatments Using Alkanolamines	09/875,317	6,319,942
Hair And Nail Treatments Using Alkanolamines	10/180,412	6,908,941
Treatment of Acne Using Alkonolamine Compositions	10/768,769	7,125,882
Treatment of Acne Using Alkonolamine Compositions	10/768,359	7,081,479
Subcutaneous Muscle Treatment	09/931,616	6,500,857

Patent	Serial #	Patent #
Apparatus for Skin Treatment	10/609,743	7,066,941
Methods of Improving the Appearance of Aging Skin	13/070,945	8,609,604
Topical Glutathione Formulations For Menopausal Skin	12/718,706	8,580,742
Topical Glutathione Formulations For Menopausal Skin	14/050,830	N/A
Melanin Promoting Topical Composition	12/957,016	8,414,869
Topical Palmitoyl Glutathione Formulations	13/072,277	8,609,618
Topical Palmitoyl Glutathione Formulations	14/061,450	9,023,801
Methods of Improving the Appearance of Aging Skin	14/181,365	N/A