

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
ZENO CORPORATION		05/03/2010	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	COMERICA BANK
Street Address:	39200 W. SIX MILE ROAD
Internal Address:	M/C 7578
City:	LIVONIA
State/Country:	MICHIGAN
Postal Code:	48152
Entity Type:	BANKING ASSOCIATION: TEXAS

**PROPERTY NUMBERS Total: 10**

Property Type	Number	Word Mark
Serial Number:	78923975	CLEARPOINT
Serial Number:	78526396	CLEARLY OUTSMARTS PIMPLES
Serial Number:	78486888	ZENO
Serial Number:	77373167	ZENO
Serial Number:	77064668	CLEARPOINT
Serial Number:	77343637	IMPROVING LIVES THROUGH THE SCIENCE OF HEAT
Serial Number:	77784058	BEAUTY THROUGH THE SCIENCE OF HEAT
Serial Number:	77783960	IMPROVING LIVES THROUGH THE SCIENCE OF HEAT
Serial Number:	77694536	ZENO
Serial Number:	77682194	ZENO

**CORRESPONDENCE DATA**

Fax Number: (858)638-5033

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

**900161423**

**TRADEMARK  
 REEL: 004199 FRAME: 0646**

**CH \$265.00 78923975**

Phone: 8586386733  
Email: karen.johanson@dlapiper.com  
Correspondent Name: DLA PIPER LLP (US)  
Address Line 1: 4365 EXECUTIVE DR., SUITE 1100  
Address Line 2: ATTN: KAREN JOHANSON  
Address Line 4: SAN DIEGO, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:

329034-253

NAME OF SUBMITTER:

Troy Zander

Signature:

/Troy Zander/

Date:

05/05/2010

Total Attachments: 5  
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of May 3, 2010 by and between COMERICA BANK ("Bank") and ZENO CORPORATION, a Delaware corporation ("Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of March 14, 2007, as amended from time to time, including by that certain First Amendment to Loan and Security Agreement dated as of July 13, 2007, that certain Second Amendment to Loan and Security Agreement dated as of March 14, 2008, that certain Third Amendment to Loan and Security Agreement dated as of June 4, 2008, that certain Fourth Amendment to Loan and Security Agreement dated as of June 27, 2008, that certain Fifth Amendment to Loan and Security Agreement dated as of November 19, 2008, that certain Sixth Amendment to Loan and Security Agreement dated as of October 20, 2009 and that certain Seventh Amendment to Loan and Security Agreement dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"); capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

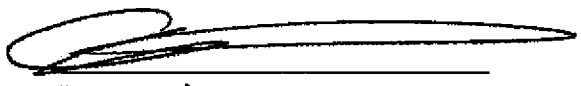
GRANTOR:

Address of Grantor:

450 Gears Road, Suite 600  
Houston, TX 77067

Attn: Chief Executive Officer

ZENO CORPORATION

By: 

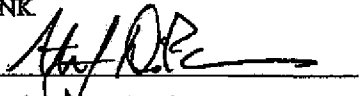
Title: Pres. CEO

BANK:

Address of Bank:

39200 Six Mile Road, M/C 7578  
Livonia, Michigan 48152  
Attn: National Documentation Services

COMERICA BANK

By: 

Title: Vice President

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Zeno Main Unit Software	TX-6-411-909	6/8/06
Zeno Packaging	VA-1-628-712	3/19/08
Zeno Product Manual	TX-6-933-317	4/16/08

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/App. No.</u>	<u>File Date</u>
Medical device and method for treating skin disease	11108027	4/15/2005
Treatment device and method for treating or preventing periodontal disease through application of heat	11429927	5/8/2006
Treatment device and method for treating skin lesions through application of heat.	11435568	5/17/2006
Methods and devices for the treatment of skin lesions	11541805	10/2/2006
Treatment device and method for treating or preventing periodontal disease through application of heat	11766560	6/21/2007
Medical device and method for treating skin disease	11800492	5/4/2007
Pixilated bandage	12397419	3/4/2009
Method and apparatus for treatment of skin itch and disease	6245093	6/12/2001
Method and apparatus for treatment of skin itch and disease	6635075	10/21/2003
Methods and devices for the treatment of skin lesions	7137979	11/21/2006
Medical device for treating skin itch and rash	7537605	5/26/2009
Skin heating device	D536788	2/13/2007
Heat element tip for skin heating device	D538426	3/13/2007
Systems and methods for treating nail bed fungus through application of heat	11839167	8/15/2007

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
CLEARPOINT	78923975	7/6/2006
CLEARLY OUTSMARTS PIMPLES	78526396	12/2/2004
ZENO	78486888	9/21/2004
ZENO	77373167	1/16/2008
ClearPoint	77064668	12/14/2006
Improving lives through the science of heat	77343637	12/4/2007
Beauty Through the Science of Heat	77784058	7/17/2009
Improving Lives Through the Science of Heat	77783960	7/17/2009
ZENO	77694536	3/19/2009
ZENO	77682194	3/3/2009