

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
Edge Systems Intermediate Corporation		12/18/2012	CORPORATION: DELAWARE
Edge Systems LLC		12/18/2012	LIMITED LIABILITY COMPANY: CALIFORNIA

RECEIVING PARTY DATA

Name:	Comerica Bank
Street Address:	39200 Six Mile Road
Internal Address:	MC 7578
City:	Livonia
State/Country:	MICHIGAN
Postal Code:	48152
Entity Type:	a Texas banking association: TEXAS

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Serial Number:	85706409	HYDRAFACIAL
Serial Number:	85706440	GYM FOR THE SKIN
Serial Number:	85706399	SKIN ENERGY
Serial Number:	85706421	SKIN FITNESS FOR LIFE
Serial Number:	85706432	SKIN WELLNESS FOR LIFE
Serial Number:	85370342	SKIN HEALTH FOR LIFE
Serial Number:	85370625	SKIN HEALTH FOR LIFE
Serial Number:	85439647	SMARTFACIAL
Registration Number:	2626121	DELPHIA II
Registration Number:	3341027	HYDRAFACIAL MD
Registration Number:	3500086	HYDROPEEL

CH \$440.00 85706409

Registration Number:	3276553	NECTRE
Registration Number:	2992734	THE EDGE SYSTEM
Registration Number:	2792486	ULTRAMAX
Registration Number:	4114473	UV SMART
Registration Number:	4114466	VORTEX-FUSION
Registration Number:	2622074	SOFT AS A BABY'S...

CORRESPONDENCE DATA

Fax Number: 7349302494
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 734-761-3780
Email: asujek@bodmanlaw.com
Correspondent Name: Angela Alvarez Sujek - Bodman PLC
Address Line 1: 201 South Division, Suite 400
Address Line 4: Ann Arbor, MICHIGAN 48104

NAME OF SUBMITTER:	Angela Alvarez Sujek
Signature:	/Angela Alvarez Sujek/
Date:	12/27/2012

Total Attachments: 15
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (the "Agreement") is made as of December 18, 2012, among **Edge Systems Intermediate Corporation** and **Edge Systems LLC** (collectively, "Grantors" and each individually, a "Grantor"), and **COMERICA BANK** ("Secured Party").

RECITALS

A. Secured Party has agreed to make certain advances of money and to extend certain financial accommodations to the Grantors (the "Financial Accommodations") in the amounts and manner set forth in that certain Loan and Security Agreement, dated as of the date hereof (as it may be amended, restated or supplemented from time to time "Loan Agreement;" all capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Agreement).

B. Secured Party is willing to make the Financial Accommodations to Borrower, but only upon the condition, among others, that each Grantor shall grant to Secured Party a security interest in all of such Grantor's right title, and interest in, to and under all of the Collateral whether presently existing or hereafter acquired.

C. Grantors have directly and indirectly benefited and will directly and indirectly benefit from the Financial Accommodations contemplated in the Loan Agreement and other Loan Documents.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantors' present or future indebtedness, obligations and liabilities to Secured Party, each Grantor hereby grants a security interest and mortgage to Secured Party, as security, in and to such Grantor's entire right, title and interest in, to and under the following (all of which shall collectively be called the "Collateral"):

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights which may be available to any Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations in part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “Patents”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantors connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto, excluding any trademark or service mark applications filed in the United States Patent and Trademark Office (“USPTO”) on the basis of a Grantor’s intent to use such trademark or service mark, unless and until evidence of use of the mark acceptable to the USPTO has been filed with the USPTO pursuant to Section 1(c) or 1(d) of the Lanham Act (15 U.S.C., et seq.), but only to the extent that granting a security interest in such application prior to such filing would adversely affect the validity or enforceability of such trademark application (collectively, the “Trademarks”);

(f) Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(g) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(h) All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(i) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the foregoing, the Collateral shall not include any “Excluded Collateral” (as defined in the Loan Agreement).

2. Authorization and Request. Each Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this security agreement.

3. Covenants and Warranties. Each Grantor represents, warrants, covenants and agrees as follows:

(a) Such Grantor is now the sole owner of its respective Collateral, except for non exclusive licenses granted by such Grantor to its customers in the ordinary course of business;

(b) Performance of this Agreement does not conflict with or result in a breach of any agreement to which such Grantor is party or by which such Grantor is bound unless such breach could not reasonably be expected to have a Material Adverse Effect;

(c) During the term of this Agreement, such Grantor will not transfer or otherwise encumber any interest in the Collateral, except for non exclusive licenses granted by such Grantor in the ordinary course of business, as permitted pursuant to the Loan Agreement and as otherwise set forth in this Agreement;

(d) To its knowledge, each of the Patents material to the business of such Grantor is valid and enforceable, and no part of the Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made, which could reasonably be expected to have a Material Adverse Effect, that any part of the Collateral violates the rights of any third party;

(e) Such Grantor shall deliver to Secured Party within forty five (45) days of the last day of each fiscal quarter, a report signed by such Grantor, in form reasonably acceptable to Secured Party, listing any applications or registrations that such Grantor has made or filed in respect of any patents, copyrights or trademarks and the status of any outstanding applications or registrations;

(f) Such Grantor shall, in each case, to the extent applicable in accordance with its commercially reasonable business judgment, (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights (ii) detect infringements of Trademarks, Patents and Copyrights that are material to the operation of the business of the Credit Parties and promptly advise Secured Party in writing of material infringements detected and (iii) not allow any Trademarks, Patents or Copyrights that are material to the operation of the business of the Credit Parties to be abandoned, forfeited or dedicated to the public without the written consent of Secured Party, which shall not be unreasonably withheld;

(g) Such Grantor shall apply for registration on an expedited basis (to the extent not already registered) with the United States Patent and Trademark Office or the United States Copyright Office, as applicable: (i) those intellectual property rights listed on Exhibits A, B and C hereto within thirty (30) days of the date of this Agreement; (ii) in the commercially reasonable business judgment of such Grantor, all registerable intellectual property rights such Grantor has developed as of the date of this Agreement but heretofore failed to register, within thirty (30) days of the date of this Agreement; and (iii) in the commercially reasonable business judgment of such Grantor, those additional intellectual property rights developed or acquired by such Grantor from time to time in connection with any product, prior to the sale or licensing of such product to any third party and prior to such Grantor's use of such product (including without limitation revisions or additions to the intellectual property rights listed on such Exhibits A, B and C). Such Grantor shall, from time to time, execute and file such other instruments, and take such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral;

(h) This Agreement creates, and in the case of after acquired Collateral, this Agreement will create at the time such Grantor first has rights in such after acquired Collateral,

in favor of Secured Party a valid and perfected first priority security interest in the Collateral in the United States securing the payment and performance of the obligations evidenced by the Loan Agreement, in each case, upon making the filings referred to in clause (j) below, as and to the extent that a first priority perfected security interest can be created in the Collateral by making such a filing;

(i) To its knowledge, except for, and upon, the filing with the United States Patent and Trademark office with respect to the U.S. federally registered Patents and Trademarks and the Register of Copyrights with respect to the U.S. federally registered Copyrights necessary to perfect the security interests created hereunder, and except as has been already made or obtained, no authorization, approval or other action by, and no material notice to or filing with, any United States governmental authority or United States regulatory body is required either (i) for the grant by such Grantor of the security interest granted hereby or for the execution, delivery or performance of this Agreement by such Grantor in the United States or (ii) for the perfection in the United States or the exercise by Secured Party of its rights and remedies hereunder;

(j) Each representation and warranty of Grantors herein with respect to the Collateral is accurate and complete in all material respects; and

(k) Such Grantor shall not enter into any agreement that would materially impair or conflict with such Grantor's obligations hereunder without Secured Party's prior written consent, which consent shall not be unreasonably withheld. Such Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in such Grantor's rights and interests in any property included within the definition of the Collateral acquired under such contracts unless such contract would, consistent with past practices and industry customs, typically contain such provisions.

4. Secured Party's Rights. Secured Party shall have the right, but not the obligation, to take, during the continuance of an Event of Default, at Grantors' sole expense, any actions that Grantors are required under this Agreement to take but which Grantors fail to take, after fifteen (15) days' notice to Grantors. Grantors shall, as and to the extent otherwise required of Borrower pursuant to the terms of the Loan Agreement, reimburse and indemnify Secured Party for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this section 4.

5. Inspection Rights. Each Grantor hereby grants to Secured Party and its employees, representatives and agents the right to visit, during reasonable hours upon prior reasonable written notice to Grantors, any of Grantors' plants and facilities that manufacture, install or store products (or that have done so during the prior six month period) that are sold utilizing any of the Collateral, and to inspect the products and quality control records relating thereto upon reasonable written notice to Grantors and as often as may be reasonably requested.

6. Further Assurances; Attorney in Fact.

(a) On a continuing basis, Grantors will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such

instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, as may reasonably be deemed necessary or advisable, or as requested by Secured Party, to perfect Secured Party's security interest in all Copyrights, Patents and Trademarks or for assuring and confirming to Secured Party the grant or perfection of a security interest in all Collateral.

(b) Each Grantor hereby irrevocably appoints Secured Party as such Grantor's attorney in fact, with full authority in the place and stead of such Grantor and in the name of such Grantor, from time to time in Secured Party's discretion, to take any action and to execute any instrument which Secured Party may deem necessary or advisable, including (i) to modify, in its sole discretion, this Agreement without first obtaining such Grantor's approval of or signature to such modification by amending Exhibit A, Exhibit B and Exhibit C, thereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by such Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor no longer has or claims any right, title or interest, (ii) to file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of such Grantor where permitted by law and (iii) after the occurrence and during the continuance of an Event of Default, to transfer the Collateral into the name of Secured Party or a third party to the extent permitted under the California Uniform Commercial Code.

7. Events of Default. The occurrence of any Event of Default under the Loan Agreement shall constitute an "Event of Default" under this Agreement.

8. Remedies. Upon the occurrence and continuance of an Event of Default, Secured Party shall have the right to exercise all the remedies of a secured party under the California Uniform Commercial Code, including without limitation the right to require Grantors to assemble the Collateral and any tangible property in which Secured Party has a security interest and to make it available to Secured Party at a place designated by Secured Party. Upon the occurrence and during the continuance of an Event of Default, Secured Party shall have a nonexclusive, royalty free license to use the Copyrights, Patents and Trademarks owned by Grantors to the extent constituting Collateral and to the extent reasonably necessary to permit Secured Party to exercise its rights and remedies upon the occurrence of an Event of Default. As and to the extent required of Borrower pursuant to the Loan Agreement, Grantors will pay any expenses (including reasonable attorneys' fees) incurred by Secured Party in connection with the exercise of any of Secured Party's rights hereunder, including without limitation any expense incurred in disposing of the Collateral. All of Secured Party's rights and remedies with respect to the Collateral shall be cumulative.

9. Indemnity. Each Grantor agrees to defend, indemnify and hold harmless Secured Party and its officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this Agreement, and (b) all losses or expenses in any way suffered, incurred, or paid by Secured Party as a result of or in any way arising out of, following or consequential to transactions between Secured Party and such Grantor, whether under this Agreement or otherwise (including without limitation reasonable attorneys' fees and reasonable expenses),

except, in the case of each of the foregoing, for losses arising from or out of Secured Party's bad faith, gross negligence or willful misconduct or breach of any Loan Document.

10. Course of Dealing. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

11. Attorneys' Fees. If any action relating to this Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements.

12. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto.

13. Counterparts. 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.

14. California Law and Jurisdiction; Jury Waiver. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of California, without regard to principles of conflicts of law. Jurisdiction shall lie in the State of California. THE UNDERSIGNED ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED UNDER CERTAIN CIRCUMSTANCES. TO THE EXTENT PERMITTED BY LAW, EACH PARTY, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF ITS, HIS OR HER CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THE MUTUAL BENEFIT OF ALL PARTIES, WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY OTHER DOCUMENT, INSTRUMENT OR AGREEMENT BETWEEN THE UNDERSIGNED PARTIES.

15. REFERENCE PROVISION.

(a) In the event the Jury Trial Waiver set forth above is not enforceable, the parties elect to proceed under this Judicial Reference Provision.

(b) With the exception of the items specified in clause (c), below, any controversy, dispute or claim (each, a "Claim") between the parties arising out of or relating to this Agreement, the Indebtedness or any other document, instrument or agreement between the undersigned parties (collectively in this Section, the "Comerica Documents"), will be resolved by a reference proceeding in California in accordance with the provisions of Sections 638 et seq. of the California Code of Civil Procedure ("CCP"), or their successor sections, which shall constitute the exclusive remedy for the resolution of any Claim, including whether the Claim is subject to the reference proceeding. Except as otherwise provided in the Comerica Documents, venue for the reference proceeding will be in the Superior Court in the County where the real property involved in the action, if any, is located or in a County where venue is otherwise appropriate under applicable law (the "Court").

(c) The matters that shall not be subject to a reference are the following: (i) foreclosure of any security interests in real or personal property, (ii) exercise of self-help remedies (including, without limitation, set-off), (iii) appointment of a receiver and (iv) temporary, provisional or ancillary remedies (including, without limitation, writs of attachment, writs of possession, temporary restraining orders or preliminary injunctions). This reference provision does not limit the right of any party to exercise or oppose any of the rights and remedies described in clauses (i) and (ii) or to seek or oppose from a court of competent jurisdiction any of the items described in clauses (iii) and (iv). The exercise of, or opposition to, any of those items does not waive the right of any party to a reference pursuant to this reference provision as provided herein.

(d) The referee shall be a retired Judge or Justice selected by mutual written agreement of the parties. If the parties do not agree within ten (10) days of a written request to do so by any party, then, upon request of any party, the referee shall be selected by the Presiding Judge of the Court (or his or her representative). A request for appointment of a referee may be heard on an ex parte or expedited basis, and the parties agree that irreparable harm would result if ex parte relief is not granted.

(e) The parties agree that time is of the essence in conducting the reference proceedings. Accordingly, the referee shall be requested, subject to change in the time periods specified herein for good cause shown, to (i) set the matter for a status and trial-setting conference within fifteen (15) days after the date of selection of the referee, (ii) if practicable, try all issues of law or fact within one hundred twenty (120) days after the date of the conference and (iii) report a statement of decision within twenty (20) days after the matter has been submitted for decision.

(f) The referee will have power to expand or limit the amount and duration of discovery. The referee may set or extend discovery deadlines or cutoffs for good cause, including a party's failure to provide requested discovery for any reason whatsoever. Unless otherwise ordered based upon good cause shown, no party shall be entitled to "priority" in conducting discovery, depositions may be taken by either party upon seven (7) days written notice, and all other discovery shall be responded to within fifteen (15) days after service. All disputes relating to discovery which cannot be resolved by the parties shall be submitted to the referee whose decision shall be final and binding.

(g) Except as expressly set forth herein, the referee shall determine the manner in which the reference proceeding is conducted including the time and place of hearings, the order of presentation of evidence, and all other questions that arise with respect to the course of the reference proceeding. All proceedings and hearings conducted before the referee, except for trial, shall be conducted without a court reporter, except that when any party so requests, a court reporter will be used at any hearing conducted before the referee, and the referee will be provided a courtesy copy of the transcript. The party making such a request shall have the obligation to arrange for and pay the court reporter. Subject to the referee's power to award costs to the prevailing party, the parties will equally share the cost of the referee and the court reporter at trial.

(h) The referee shall be required to determine all issues in accordance with existing case law and the statutory laws of the State of California. The rules of evidence applicable to proceedings at law in the State of California will be applicable to the reference proceeding. The referee shall be empowered to enter equitable as well as legal relief, enter equitable orders that will be binding on the parties and rule on any motion which would be authorized in a court proceeding, including without limitation motions for summary judgment or summary adjudication. The referee shall issue a decision at the close of the reference proceeding which disposes of all claims of the parties that are the subject of the reference. Pursuant to CCP § 644, such decision shall be entered by the Court as a judgment or an order in the same manner as if the action had been tried by the Court and any such decision will be final, binding and conclusive. The parties reserve the right to appeal from the final judgment or order or from any appealable decision or order entered by the referee. The parties reserve the right to findings of fact, conclusions of laws, a written statement of decision, and the right to move for a new trial or a different judgment, which new trial, if granted, is also to be a reference proceeding under this provision.

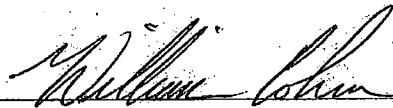
(i) If the enabling legislation which provides for appointment of a referee is repealed (and no successor statute is enacted), any dispute between the parties that would otherwise be determined by reference procedure will be resolved and determined by arbitration. The arbitration will be conducted by a retired Judge or Justice, in accordance with the California Arbitration Act §1280 through §1294.2 of the CCP as amended from time to time. The limitations with respect to discovery set forth above shall apply to any such arbitration proceeding.

(j) THE PARTIES RECOGNIZE AND AGREE THAT ALL CONTROVERSIES, DISPUTES AND CLAIMS RESOLVED UNDER THIS REFERENCE PROVISION WILL BE DECIDED BY A REFEREE AND NOT BY A JURY. AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF ITS, HIS OR HER OWN CHOICE, EACH PARTY KNOWINGLY AND VOLUNTARILY, AND FOR THE MUTUAL BENEFIT OF ALL PARTIES, AGREES THAT THIS REFERENCE PROVISION WILL APPLY TO ANY CONTROVERSY, DISPUTE OR CLAIM BETWEEN OR AMONG THEM ARISING OUT OF OR IN ANY WAY RELATED TO, THIS AGREEMENT, THE INDEBTEDNESS OR THE OTHER COMERICA DOCUMENTS.

(Remainder of page intentionally left blank.)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

**EDGE SYSTEMS INTERMEDIATE
CORPORATION**

By: 

Name: William Cohen

Title: President

EDGE SYSTEMS LLC

By: 

Name: William Cohen

Title: President

Signature page to Intellectual Property Security Agreement
(1247878)

Address of Bank:

Comerica Bank
M/C 7578
39200 Six Mile Road
Livonia, MI 48152
Attn: Commercial and Real Estate
Loan Documentation

BANK:

COMERICA BANK

By: AMartin

Title: Vice President

Signature page to Intellectual Property Security Agreement
(1247878)

TRADEMARK
REEL: 004930 FRAME: 0968

EXHIBIT A**Copyrights**

TITLE	REGISTRATION NUMBER	REGISTRATION DATE	REGISTRANT
<u>Aesthetic Builder Seminar SERIES.</u>	TXu001769353	8/23/2011	Edge Systems Corporation
<u>Aesthetic Builder Seminar / Webinar Brochure.</u>	TXu001771773	8/22/2011	Edge Systems Corporation
<u>Edge Systems Corporation Website.</u>	VAu000997065	11/25/2008	Edge Systems Corporation
<u>Edge Systems Website.</u>	VAu000976231	11/25/2008	Edge Systems Corporation
<u>HydraFacial Core Machine Display / Screen.</u>	VA0001790621	8/23/2011	Edge Systems Corporation
<u>HydraFacial Core User Guide (P/N 19366)</u>	TXu001771780	8/22/2011	Edge Systems Corporation
<u>HydraFacial Main Tri-Fold Brochure (P/N 19360)</u>	TXu001771767	8/22/2011	Edge Systems Corporation
<u>HydraFacial Nectre User Guide (P/N 19329)</u>	TXu001771769	8/22/2011	Edge Systems Corporation
<u>HydraFacial PriMed Brochure.</u>	TXu001771776	8/22/2011	Edge Systems Corporation
<u>HydraFacial Protocol Manual MD Version (P/N 19311)</u>	TXu001771777	8/22/2011	Edge Systems Corporation
<u>HydraFacial Protocol Manual Spa Version (P/N 19310)</u>	TXu001771781	8/22/2011	Edge Systems Corporation
<u>HydraFacial : SYSTEM CLEANING AND PREVENTIVE MAINTENANCE.</u>	TX0007430924	8/23/2011	Edge Systems Corporation
<u>HydraFacial Touch/Tower.</u>	VA0001787834	8/23/2011	Edge Systems Corporation
<u>HydraFacial Tower User Guide (P/N 19196)</u>	TXu001771553	8/19/2011	Edge Systems Corporation
<u>HydraFacial Training GUIDE.</u>	TXu001769306	8/23/2011	Edge Systems Corporation
<u>HydraFacial Wave User Guide (P/N 19242)</u>	TXu001771772	8/22/2011	Edge Systems Corporation

EXHIBIT B**Patents**

TITLE	COUNTRY	PATENT NO.	ISSUE DATE	APPLICATION NO. / PUBLICATION NO.	FILING DATE	STATUS	REGISTRANT
Apparatus and Method for Treating the Skin	Europe			08870382.2 EP2240099	12/30/2008 (effective)	Pending	Edge Systems Corporation
Devices, Systems And Methods For Treating The Skin Using Time-Release Substances	Europe			10797876.9 EP 2451367	7/8/2010	Pending	Edge Systems Corporation
Apparatus and Method for Treating the Skin	Japan			2010-541529 JP2011509115	12/30/2008 (effective)	Pending	Edge Systems Corporation
Apparatus and Method for Treating the Skin	South Korea			10-2010-7017408 20100129269	12/30/2008 (effective)	Pending	Edge Systems Corporation
Apparatus and Method for Skin/Surface Abrasion	U.S.A.	6629983	10/7/2003	09699220	10/27/2000	Issued	Edge Systems Corporation
Apparatus and Methods for Treating the Skin	U.S.A.	8048089	11/1/2011	11392348	3/29/2006	Issued	Edge Systems Corporation
Microdermabrasion and Suction Massage Apparatus and Method	U.S.A.	6592595	7/15/2003	09540945	3/31/2000	Issued	Edge Systems Corporation
Microdermabrasion and Suction Massage Apparatus and Method	U.S.A.	6527783	3/4/2003	09698409	10/27/2000	Issued	[Edge Systems, Inc.]
Microdermabrasion Fluid Application System and Method	U.S.A.	6942649	9/13/2005	10315478	12/10/2002	Issued	Edge Systems Corporation
Microdermabrasion Handpiece with Supply and Return Lumens	U.S.A.	6673082	1/6/2004	10177173	6/20/2002	Issued	Edge Systems Corporation
[Apparatus and Method for Treating the Skin]	U.S.A.			13620376	9/14/2012	Pending	[Edge Systems Corporation]
Apparatus and Method for Treating the Skin	U.S.A.			12362353 20090192442	1/29/2009	Pending	Edge Systems Corporation

TITLE	COUNTRY	PATENT NO.	ISSUE DATE	APPLICATION NO. / PUBLICATION NO.	FILING DATE	STATUS	REGISTRANT
Apparatus and Method for Treating the Skin	U.S.A.			12346582 20090177171	12/30/2008	Pending	Edge Systems Corporation
Devices, Systems And Methods For Treating The Skin Using Time-Release Substances	U.S.A.			12832663 20110082415	7/8/2010	Pending	Edge Systems Corporation
Removable Tips for Skin Treatment Systems	U.S.A.			13267554 20120022435	10/6/2011	Pending	Edge Systems Corporation

Licenses granted pursuant to the License Agreement, dated June 16, 2004, by and between Axia MedSciences, LLC (as Licensor), and the Edge Systems Corp. (as Licensee), as amended pursuant to the Amendment to License Agreement, dated June 16, 2004, by and between Licensor and Licensee.

EXHIBIT C**Trademarks**

TRADEMARK	COUNTRY	APPLICATION NUMBER	FILING DATE	REGISTRATION NUMBER	REGISTRATION DATE	STATUS	REGISTRANT
HYDRAFACIAL	U.S.A.	85706409	8/17/2012			Pending Use Based	Edge Systems Corporation
GYM FOR THE SKIN	U.S.A.	85706440	8/17/2012			Pending Intent To Use	Edge Systems Corporation
SKIN ENERGY	U.S.A.	85706399	8/17/2012			Pending Intent To Use	Edge Systems Corporation
SKIN FITNESS FOR LIFE	U.S.A.	85706421	8/17/2012			Pending Intent To Use	Edge Systems Corporation
SKIN WELLNESS FOR LIFE	U.S.A.	85706432	8/17/2012			Pending Intent To Use	Edge Systems Corporation
SKIN HEALTH FOR LIFE	U.S.A.	85370342	7/13/2011			Pending Intent To Use	Edge Systems Corporation
SKIN HEALTH FOR LIFE	U.S.A.	85370625	7/13/2011			Pending Intent To Use	Edge Systems Corporation
SMARTFACIAL	U.S.A.	85439647	10/5/2011			Pending Intent To Use	Edge Systems Corporation
DELPHIA II	U.S.A.	76112306	8/17/2000	2626121	9/24/2002	Registered	Edge Systems Corporation
HYDRAFACIAL MD	U.S.A.	78563560	2/9/2005	3341027	11/20/2007	Registered	Edge Systems Corporation
HYDROPEEL	U.S.A.	78563556	2/9/2005	3500086	9/9/2008	Registered	Edge Systems Corporation
NECTRE	U.S.A.	78555753	1/28/2005	3276553	8/7/2007	Registered	Edge Systems Corporation
THE EDGE SYSTEM	U.S.A.	76112304	8/17/2000	2992734	9/6/2005	Registered	Edge Systems Corporation

TRADEMARK	COUNTRY	APPLICATION NUMBER	FILING DATE	REGISTRATION NUMBER	REGISTRATION DATE	STATUS	REGISTRANT
ULTRAMAX	U.S.A.	76397100	4/15/2002	2792486	12/9/2003	Registered	Edge Systems Corporation
UV SMART	U.S.A.	85370389	7/13/2011	4114473	3/20/2012	Registered	Edge Systems Corporation
VORTEX-FUSION	U.S.A.	85370216	7/13/2011	4114466	3/20/2012	Registered	Edge Systems Corporation
SOFT AS A BABY'S...	U.S.A.	76150910	10/20/2000	2622074	9/17/2002	Registered	Edge Systems Corporation
HYDRAFACIAL MD	Canada	127239500	9/9/2005	TMA732979	1/22/2009	Registered	Edge Systems Corporation
HYDROPEEL	Canada	127239400	9/9/2005	TMA769386	6/11/2010	Registered	Edge Systems Corporation
HYDRAFACIAL MD	Community Trademarks	4594685	8/18/2005	4594685	8/3/2006	Registered	Edge Systems Corporation
HYDROPEEL	Community Trademarks	4594727	8/18/2005	4594727	8/4/2006	Registered	Edge Systems Corporation
HYDRAFACIAL MD	Japan	2005-080394	8/29/2005	4940698	3/31/2006	Registered	Edge Systems Corporation
HYDROPEEL	Japan	2005-080393	8/29/2005	4940697	3/31/2006	Registered	Edge Systems Corporation
HYDRAFACIAL MD	Mexico	742000	9/28/2005	911610	11/30/2005	Registered	Edge Systems Corporation
HYDROPEEL	Mexico	742002	9/28/2005	911611	11/30/2005	Registered	Edge Systems Corporation
HYDRAFACIAL	South Korea	40-2008-0024816	5/22/2008	4008023320000	10/1/2009	Registered	Edge Systems Corporation