

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
Physicians Care Alliance, LLC		12/28/2012	LIMITED LIABILITY COMPANY: ARIZONA

RECEIVING PARTY DATA

Name:	Medley Capital Corporation, as Collateral Agent
Street Address:	375 Park Avenue, Suite 3304
City:	New York
State/Country:	NEW YORK
Postal Code:	10152
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Registration Number:	4030880	A & C SYNERGY SERUM
Registration Number:	2170792	APRES PEEL
Registration Number:	3963836	BRIGHTENING THERAPY
Registration Number:	2736777	C-QUENCH
Registration Number:	4025039	DRY SKIN RELIEF BAR
Registration Number:	3397373	EXLINEA
Registration Number:	4025040	OXYGENATING TRIO
Registration Number:	2931673	PCA
Registration Number:	2095085	PCA PEEL
Registration Number:	2863801	PCA SKIN
Registration Number:	2865758	PCA SKIN
Registration Number:	3323386	PCA
Registration Number:	3415305	PCA SKIN
Registration Number:	3415304	PCA SKIN

TRADEMARK

Registration Number:	3406253	PCA SKIN
Registration Number:	3837903	PCA SKIN
Registration Number:	2403056	PHYSICIAN'S CHOICE
Registration Number:	4014975	PIGMENT BAR
Registration Number:	3471092	PIGMENT GEL
Registration Number:	2168976	PIGMENT GEL
Registration Number:	2571997	SENSI PEEL
Registration Number:	2528392	SENSI PEEL
Registration Number:	2121227	SILKCOAT
Registration Number:	4116932	SMOOTHING BODY PEEL
Registration Number:	2486790	THERE'S SCIENCE BEHIND IT
Registration Number:	2444020	ULTRA PEEL
Registration Number:	2519195	ULTRA PEEL
Registration Number:	4008588	ULTRA PEEL FORTE

CORRESPONDENCE DATA

Fax Number: 4045725135
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 404-572-3458
Email: slake@kslaw.com
Correspondent Name: Susan Lake, Paralegal
Address Line 1: 1180 Peachtree Street
Address Line 2: King & Spalding
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	18578-009047
NAME OF SUBMITTER:	Susan Lake
Signature:	/Susan Lake/
Date:	01/07/2013

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 28, 2012, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, if more than one, the "Grantors"), to and in favor of MEDLEY CAPITAL CORPORATION, a New York corporation ("**Medley**"), as Collateral Agent (in such capacity, together with its successors and permitted assigns, the "**Collateral Agent**") for the Lenders and the other Secured Parties.

WITNESSETH:

WHEREAS, PCA SKIN HOLDINGS, LLC, a Delaware limited liability company ("**Holdings**"), PHYSICIANS CARE ASSOCIATES, LLC, an Arizona limited liability company (the "**Borrower**"), any Subsidiaries of Holdings or Borrower that are or become Guarantors pursuant to Section 8.10 of the Credit Agreement, the lenders from time to time party thereto (each a "**Lender**" and, collectively, the "**Lenders**"), Medley, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "**Administrative Agent**") and the Collateral Agent (Collateral Agent, together with the Administrative Agent, collectively, the "**Agents**" and each an "**Agent**"), have entered into a Credit Agreement, dated as of December __20, 2012 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**");

WHEREAS, all of the Grantors are party to a Guaranty and Security Agreement of even date herewith in favor of the Collateral Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Guaranty and Security Agreement**"), pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Collateral Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages and pledges to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "**Trademark Collateral**");

(a) all of its Trademarks and all Trademark Licenses providing for the grant by or to such Grantor of any right under any Trademark, including those referred to on Schedule 1 hereto;

- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof. Notwithstanding the foregoing, there shall be no security interest or Lien on any Trademark application that is filed on an "intent-to-use" basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement conflicts with any provision of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall govern.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. **THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS (OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW).** In addition, the provisions of Section 8.6, 8.7, 8.8 and 8.12 of the Guaranty and Security Agreement are incorporated herein by reference, *mutatis mutandis*.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PHYSICIANS CARE ALLIANCE, LLC,
an Arizona limited liability company, as Grantor

By: 
Name: Chris McCrory
Title: Chief Operating Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004936 FRAME: 0651

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Trademark	Application Number	Application Date	Registration Number	Registration Date
A & C SYNERGY SERUM	85/109600	8/17/2010	4030880	9/27/2011
APRES PEEL	75/185400	10/22/1996	2170792	7/7/1998
BRIGHTENING THERAPY	85/109623	8/17/2010	3963836	5/17/2011
C-QUENCH	78/153842	8/13/2002	2736777	7/15/2003
DRY SKIN RELIEF BAR	85/109638	8/17/2010	4025039	9/13/2011
EXLINEA, IC 3	77/115544	2/24/2007	3397373	3/18/2008
OXYGENATING TRIO	85/109652	8/17/2010	4025040	9/13/2011
PCA	78/187678	11/21/2002	2931673	3/8/2005
PCA PEEL	75/166271	9/16/1996	2095085	9/9/1997
PCA SKIN	78/257876	6/3/2003	2863801	7/13/2004
PCA SKIN	78/257872	6/3/2003	2865758	7/20/2004
PCA, IC 5	77/108043	2/15/2007	3323386	10/30/2007
PCASKIN and Design, IC 5	77/115542	2/24/2007	3415305	4/22/2008
PCASKIN, IC 3	77/115541	2/24/2007	3415304	4/22/2008
PCASKIN, IC 41	77/115543	2/24/2007	3406253	4/1/2008
PCASKIN, IC 5 (words only)	77/925332	2/1/2010	3837903	8/24/2010
PHYSICIAN'S CHOICE	75/132677	7/11/1996	2403056	11/14/2000
PIGMENT BAR	85/109658	8/17/2010	4014975	8/23/2011
PIGMENT GEL	77/322814	11/6/2007	3471092	7/22/2008

Trademark	Application Number	Application Date	Registration Number	Registration Date
PIGMENT GEL	75/185412	10/22/1996	2168976	6/30/1998
SENSI PEEL, IC 3	75/908588	5/21/2002	2571997	5/21/2002
SENSI PEEL, IC 5	75/908618	2/2/2000	2528392	1/8/2002
SILKCOAT	75/166128	9/16/1996	2121227	12/16/1997
SMOOTHING BODY PEEL	85/109668	8/17/2010	4116932	3/27/2012
THERE'S SCIENCE BEHIND IT	75/818229	10/8/1999	2486790	9/11/2001
ULTRA PEEL	75/818227	10/8/1999	2444020	4/17/2001
ULTRA PEEL	75/818228	10/8/1999	2519195	12/18/2001
ULTRA PEEL FORTE	85/109683	8/17/2010	4008588	8/9/2011