

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM352869

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Sanmedica IP Holdings, LLC		08/17/2015	LIMITED LIABILITY COMPANY: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	LS2, LLC		
<b>Street Address:</b>	136 South Main Street		
<b>Internal Address:</b>	Suite 1000		
<b>City:</b>	Salt Lake City		
<b>State/Country:</b>	UTAH		
<b>Postal Code:</b>	84104		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: NEVADA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4396464	DERMAFACTOR	
<b>Registration Number:</b>	4094804	CRASH DIET	
<b>Registration Number:</b>	4339758	SEROVITAL	
<b>Registration Number:</b>	4458592	CELLULITE MAKEOVER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6123408827		
<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>			
<b>Phone:</b>	612-492-6819		
<b>Email:</b>	everist.evan@dorsey.com		
<b>Correspondent Name:</b>	Evan Everist		
<b>Address Line 1:</b>	50 South Sixth Street		
<b>Address Line 2:</b>	Suite 1500		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402		
<b>ATTORNEY DOCKET NUMBER:</b>	M255658		
<b>NAME OF SUBMITTER:</b>	Evan Everist		
<b>SIGNATURE:</b>	/Evan Everist/		
<b>DATE SIGNED:</b>	08/27/2015		

CH \$115.00 4396464

**Total Attachments: 4**

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This instrument and the rights and obligations evidenced hereby are subordinate in the manner and to the extent set forth in that certain Intercreditor and Subordination Agreement dated as of August 17, 2015 (the "Intercreditor Agreement"), by and among LS2, LLC, Basic Research Holdings, LLC, ("Parent"), each subsidiary of Parent listed as a "Borrower" on the signature pages to the Senior Financing Agreement (defined below) (each a "Borrower" and, collectively, the "Borrowers"), each subsidiary of Parent listed as a "Guarantor" on the signature pages to the Senior Financing Agreement (each a "Guarantor" and collectively, the "Guarantors", and together with the Borrowers, their respective successors or assigns, being collectively, the "Obligors" and each an "Obligor"), and Cerberus Business Finance, LLC, as collateral agent and administrative agent (in such capacities, together with any successors or assigns, the "Senior Agent") for the Senior Lenders under that certain Financing Agreement, dated as of November 28, 2014 among the Obligors, the Senior Agent and the other lender parties thereto (the "Senior Financing Agreement") and each holder of this instrument, by its acceptance hereof, irrevocably agrees to be bound by the provisions of the Intercreditor Agreement."

## ASSIGNMENT FOR SECURITY –TRADEMARKS

August 17, 2015

WHEREAS, Sanmedica IP Holdings, LLC, a Nevada limited liability company (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a Security Agreement, dated August 17, 2015 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of LS2, LLC, a Nevada limited liability company, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Assignee"); and

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

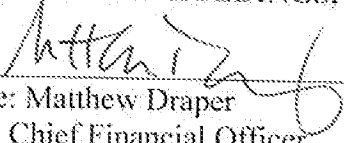
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Assignee and the Secured Parties a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

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IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the date hereof.

SANMEDICA IP HOLDINGS, LLC

By:   
Name: Matthew Draper  
Title: Chief Financial Officer

SCHEDULE A TO ASSIGNMENT FOR SECURITY

SERIAL NUMBER: 77900788  
FILING DATE: 12/24/2009  
REGISTRATION NUMBER: 4396464  
REGISTRATION DATE: 09/03/2013  
MARK: DERMAFACTOR

SERIAL NUMBER: 85307366  
FILING DATE: 04/28/2011  
REGISTRATION NUMBER: 4094804  
REGISTRATION DATE: 01/31/2012  
MARK: CRASH DIET

SERIAL NUMBER: 85560402  
FILING DATE: 03/05/2012  
REGISTRATION NUMBER: 4339758  
REGISTRATION DATE: 05/21/2013  
MARK: SEROVITAL

SERIAL NUMBER: 85927866  
FILING DATE: 05/09/2013  
REGISTRATION NUMBER: 4458592  
REGISTRATION DATE: 12/31/2013  
MARK: CELLULITE MAKEOVER