

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM378405

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	3		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bentley Laboratories LLC		03/28/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Riverside Strategic Capital Fund I, L.P.		
Street Address:	45 Rockefeller Center		
Internal Address:	630 Fifth Avenue, Suite 400		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10111		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3731036	SS STATUS FOR MEN SS	
Registration Number:	4068373	SUNSATIONS	
Registration Number:	3425380	SKIN SYMMETRY	
CORRESPONDENCE DATA			
Fax Number:	7322246599		
<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>			
Phone:	732-741-3900		
Email:	mskrocki@ghclaw.com		
Correspondent Name:	Melissa V. Skrocki		
Address Line 1:	125 Half Mile Road		
Address Line 4:	Red Bank, NEW JERSEY 07701		
ATTORNEY DOCKET NUMBER:	13584-0017		
NAME OF SUBMITTER:	Melissa Skrocki		
SIGNATURE:	/Melissa V. Skrocki/		
DATE SIGNED:	03/29/2016		

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Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of March 28, 2016 (this "Agreement"), is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of RIVERSIDE STRATEGIC CAPITAL FUND I, L.P., ("Riverside"), as administrative and collateral agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Purchasers (as defined in the Purchase Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Securities Purchase Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement"), among Bentley Laboratories LLC, a Delaware limited liability company ("Bentley Labs"), the other companies from time to time party thereto (together with Bentley Labs, each a "Company" and collectively, the "Companies"), Norgate Holdings, LLC, a Delaware limited liability company ("Holdings"), the Purchasers and the Administrative Agent, and the Purchasers have severally agreed to purchase the Notes and the Warrants upon the terms and subject to the conditions set forth therein;

WHEREAS, Holdings and each other Grantor (other than the Companies) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Administrative Agent (the "Security Agreement"), to guaranty the Obligations (as defined in the Purchase Agreement) of the Companies; and

WHEREAS, all of the Grantors are party to the Security Agreement pursuant to which the Grantors are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Purchasers, and the Administrative Agent to enter into the Purchase Agreement and to induce the Purchasers to purchase notes from the Companies, each Grantor hereby agrees with the Administrative Agent as follows:

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

Section 2. Grant of Security Interest in Intellectual Property 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, pledges and hypothecates to the Administrative Agent for the ratable benefit of the Purchasers, and grants to the Administrative Agent for the ratable benefit of the Purchasers a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (collectively, the "Intellectual Property Collateral"):

(a) all of its trademarks and all licenses providing for the grant by or to such Grantor of any right under any trademark, including, without limitation, those referred to on Schedule 1 hereto (the "Trademark Collateral");

- (b) all renewals and extensions of the Trademark Collateral;
- (c) all goodwill of the business connected with the use of, and symbolized by, the Trademark Collateral; and
- (d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the Trademark Collateral, including, without limitation, 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.

Section 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the ratable benefit of the Purchasers pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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 the Intellectual Property Collateral subject to a security interest hereunder.

Section 5. Counterparts. This 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.

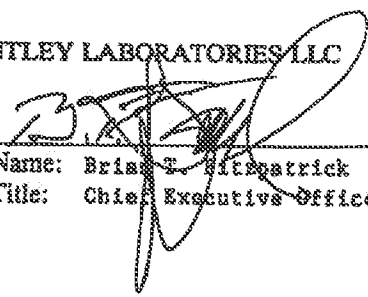
Section 6. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature Page Follows]

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

Very truly yours,

BENTLEY LABORATORIES LLC

By: 
Name: Brian T. Fitzpatrick
Title: Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

RIVERSIDE STRATEGIC CAPITAL FUND I, L.P.,
as Administrative Agent

By: RSCF I Associates, L.P., its general partner

By: RSCF I GP, LLC, its general partner

By: _____
Name:
Title:

NY1393163

SIGNATURE PAGE TO
INTELLECTUAL PROPERTY
SECURITY AGREEMENT

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

Very truly yours,

BENTLEY LABORATORIES LLC

By: _____

Name:

Title:

ACCEPTED AND AGREED
as of the date first above written:

RIVERSIDE STRATEGIC CAPITAL FUND I, L.P.,
as Administrative Agent

By: RSCF I Associates, L.P., its general partner

By: RSCF I GP, LLC, its general partner

By: _____

Name: Béla Schwartz

Title: Vice President and Secretary

SCHEDULE 1
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademarks

Grantor	Mark Name	Application Number	Application Date	Registration Number	Registration Date
BENTLEY LABORATORIES LLC	SS STATUS FOR MEN SS	77744823	05/26/2009	3731036	12/29/2009
BENTLEY LABORATORIES LLC	SUNSACTIONS	85134651	09/21/2010	4068373	12/06/2011
BENTLEY LABORATORIES LLC	SKIN SYMMETRY	77113961	02/22/2007	3425380	05/13/2008

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RECORDED: 03/29/2016

TRADEMARK
REEL: 005760 FRAME: 0200