

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM397491

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bentley Laboratories LLC		06/20/2016	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Webster Bank, National Association		
<b>Street Address:</b>	360 Lexington Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3731036	SS STATUS FOR MEN SS	
<b>Registration Number:</b>	4068373	SUNSATIONS	
<b>Registration Number:</b>	3425380	SKIN SYMMETRY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8009144240		
<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>	614-280-3566		
<b>Email:</b>	james.murray@wolterskluwer.com		
<b>Correspondent Name:</b>	James Murray		
<b>Address Line 1:</b>	4400 Easton Commons Way, Suite 125		
<b>Address Line 2:</b>	CT Corporation		
<b>Address Line 4:</b>	Columbus, OHIO 43219		
<b>NAME OF SUBMITTER:</b>	Gloria Sheehan		
<b>SIGNATURE:</b>	/Gloria Sheehan/		
<b>DATE SIGNED:</b>	09/06/2016		
<b>Total Attachments: 9</b>			
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RECORDATION FORM COVER SHEET  
**TRADEMARKS ONLY**

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)/Execution Date(s):**

Bentley Laboratories LLC

- Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation  
 Limited Liability Company

Citizenship: DE

Execution Date(s) June 20, 2016

Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes

Yes

No

Name: Webster Bank, National Association

Internal  
Address:

Street Address: 360 Lexington Avenue

City: New York

State: NY

Country: USA

Zip: 10017

Association Citizenship: USA

General Partnership Citizenship:

Limited Partnership Citizenship:

Corporation Citizenship:

Other Citizenship:

If assignee is not domiciled in the United States, a domestic representative designation is attached.  Yes  No  
(Designations must be a separate document from assignment)

**3. Nature of conveyance:**

- Assignment                               Merger  
 Security Agreement                   Change of Name  
 Other Trademark Security Agreement

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) See Attached Exhibit A

B. Trademark Registration No.(s) See Attached Exhibit A

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)**

**5. Name address of party to whom correspondence concerning document should be mailed:**

Name: Susan O'Brien

Internal Address: CT Lien Solutions

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: NY

Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: cls-udsalbany@wolterskluwer.com

**6. Total number of applications and registrations involved: 3**

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$**

- Authorized to be charged by credit card  
 Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**

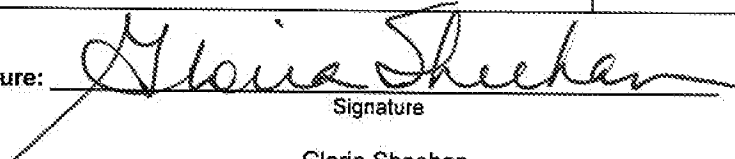
a. Credit Card                      Last 4 Numbers

Expiration Date

b. Deposit Account Number

Authorized User Name:

**9. Signature:**



Signature

Gloria Sheehan

Name of Person Signing

September 6, 2016

Date

Total number of pages including cover sheet, attachments, and document: 9

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement"), dated as of June 20, 2016, is by BENTLEY LABORATORIES LLC, a Delaware limited liability company ("Grantor"), having an office at 111 Fieldcrest Avenue, Edison, New Jersey 08837, to and in favor of WEBSTER BANK, NATIONAL ASSOCIATION ("Administrative Agent"), having an office at 360 Lexington Avenue, New York, New York 10017.

### Recitals

A. Grantor, certain of its affiliates, and Administrative Agent are parties to (i) a Credit Agreement (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Credit Agreement"), dated the same date as this Agreement, by and among the lenders party to the Credit Agreement from time to time (the "Lenders"), the Administrative Agent, Borrower, and the other loan parties that are party thereto from time to time, setting forth the terms on which Lenders may now or hereafter extend credit to or for the account of Borrower and (ii) a Security Agreement (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Security Agreement"), dated the same date as this Agreement, by and among Borrower, the other grantors that are party thereto from time to time, and Administrative Agent.

B. As a condition to the Lenders extending credit to or for the account of Borrower, the Administrative Agent has required the execution and delivery of this Agreement by Grantor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Security Agreement that are not otherwise defined herein shall have the meanings given to them in the Credit Agreement. In addition, the following terms have the meanings set forth below:

"Event of Default" means an Event of Default, as defined in the Credit Agreement.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of Grantor's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit A.

2. Security Interest. Grantor hereby irrevocably pledges and assigns to, and grants Administrative Agent a security interest (the "Security Interest") with power of sale to the extent permitted by law, in the Trademarks to secure payment of the Obligations. As set forth in the Security Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of Grantor. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Representations, Warranties and Agreements. Grantor represents, warrants and agrees as follows:

(a) **Existence; Authority.** Grantor is a limited liability company duly formed, validly existing, and in good standing under the laws of its state of organization, and this Agreement has been duly and validly authorized by all necessary limited liability company action on the part of Grantor.

(b) **Trademarks.** Exhibit A accurately lists all Trademarks owned or controlled by Grantor as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof. If after the date hereof, Grantor owns or controls any Trademarks not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then Grantor shall promptly provide written notice to Administrative Agent with a replacement Exhibit A, which upon acceptance by Administrative Agent shall become part of this Agreement.

(c) **Affiliates.** As of the date hereof, no Affiliate owns, controls, or has a right to have assigned to it any items that would, if such item were owned by Grantor, constitute Trademarks. If after the date hereof any Affiliate owns, controls, or has a right to have assigned to it any such items, then Grantor shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to Grantor; or (ii) notify Administrative Agent of such item(s) and cause such Affiliate to execute and deliver to Administrative Agent a trademark security agreement substantially in the form of this Agreement.

(d) **Title.** Grantor has absolute title to each Trademark listed on Exhibit A, free and clear of all Liens except Permitted Liens. Grantor (i) will have, at the time Grantor acquires any rights in Trademarks hereafter arising, absolute title to each such Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Trademarks free and clear of all Liens except Permitted Liens.

(e) **No Sale.** Except as permitted in the Credit Agreement or Security Agreement, Grantor will not assign, transfer, encumber or otherwise dispose of the Trademarks, or any interest therein, without Administrative Agent's prior written consent.

(f) **Defense.** Grantor will, at its own expense, and using commercially reasonable efforts, protect and defend the Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(g) **Maintenance.** Grantor will, at its own expense, maintain the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain letters trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to trademark registrations and applications therefor. Grantor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing Administrative Agent: (i) sufficient written notice, of at least thirty (30) days, to allow Administrative Agent to timely pay any such maintenance fees or annuities which may become due on any Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary.

(h) **Administrative Agent's Right to Take Action.** If Grantor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) days after Administrative Agent gives Grantor written notice thereof (or, in the case of the agreements contained in subsection (g), immediately upon the occurrence of such failure, without notice or lapse of time), or if Grantor notifies Administrative Agent that it intends to abandon a Trademark, Administrative Agent may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of Grantor (or, at Administrative Agent's option, in Administrative Agent's own name) and may (but need not) take any and all other actions which Administrative Agent may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(i) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, Grantor shall pay Administrative Agent on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by Administrative Agent in connection with or as a result of Administrative Agent's taking action under subsection (h) or exercising its rights under Section 5, together with interest thereon from the date expended or incurred by Administrative Agent at the default rate of interest set forth in the Credit Agreement.

(j) **Power of Attorney.** To facilitate Administrative Agent's taking action under subsection (h) and exercising its rights under Section 5, Grantor hereby irrevocably appoints (which appointment is coupled with an interest) Administrative Agent, or its delegate, as the attorney-in-fact of Grantor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of Grantor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by Grantor under this Section 3.

or, necessary for Administrative Agent, after an Event of Default, to enforce or use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Trademarks to any third party. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all Obligations.

4. Grantor's Use of the Trademarks. Grantor shall be permitted to control and manage the Trademarks, including the right to exclude others from making, using or selling items covered by the Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. Remedies. Upon the occurrence of an Event of Default and at any time thereafter, Administrative Agent may, at its option, take any or all of the following actions:

(a) Administrative Agent may exercise any or all remedies available under the Credit Agreement.

(b) Administrative Agent may sell, assign, transfer, pledge, encumber or otherwise dispose of the Trademarks.

(c) Administrative Agent may enforce the Trademarks and any licenses thereunder, and if Administrative Agent shall commence any suit for such enforcement, Grantor shall, at the request of Administrative Agent, do any and all lawful acts and execute any and all proper documents required by Administrative Agent in aid of such enforcement.

6. Miscellaneous.

(a) This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Administrative Agent. A waiver signed by Administrative Agent shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Administrative Agent's rights or remedies.

(b) All rights and remedies of Administrative Agent shall be cumulative and may be exercised singularly or concurrently, at Administrative Agent's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other.

(c) All notices to be given to Grantor under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement.

(d) Administrative Agent shall not be obligated to preserve any rights Grantor may have against prior parties, to realize on the Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Trademarks in any particular order of application.

(e) This Agreement shall be binding upon and inure to the benefit of Grantor and Administrative Agent and their respective participants, successors and assigns and shall take effect when signed by Grantor and delivered to Administrative Agent, and Grantor waives notice of Administrative Agent's acceptance hereof. Administrative Agent may execute this Agreement if appropriate for the purpose of filing, but the failure of Administrative Agent to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement.

(f) This Agreement shall be governed by the internal laws of the State of New York without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

(g) This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Agreement.

**THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.**

**[Signature Page Follows]**



IN WITNESS WHEREOF, the parties have executed this Trademark Security Agreement as of the date written above.

GRANTOR:

BENTLEY LABORATORIES LLC

By:   
Name: Brian Fitzpatrick  
Title: Chief Executive Officer

Trademark Security Agreement

ADMINISTRATIVE AGENT:

WEBSTER BANK, NATIONAL ASSOCIATION



By: Steven R. Dowe  
Name: Steven R. Dowe  
Title: Senior Vice President

Trademark Security Agreement

TRADEMARK  
REEL: 005870 FRAME: 0607

EXHIBIT A  
UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS  
AND COLLECTIVE MEMBERSHIP MARKS

REGISTRATIONS

<u>Owner</u>	<u>Trademark</u>	<u>Registration Number</u>
Bentley Laboratories LLC		3731036
Bentley Laboratories LLC	SUNSATIONS	4068373
Bentley Laboratories LLC		3425380