

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM400665

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Dermatologic Lab & Supply, Inc.		10/03/2016	Corporation: IOWA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Comerica Bank		
<b>Street Address:</b>	1717 Main St, MC-6506		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75201		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 28</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2170740	GEIGER	
Registration Number:	3780230	TCU	
Registration Number:	2709515	TCU	
Registration Number:	2856613	THERMALITE	
Registration Number:	2247572	1134	
Registration Number:	2326399	ALO-AR	
Registration Number:	2335593	CNH	
Registration Number:	0681564	ELECTRICATOR	
Registration Number:	2724684	ELECTROLITE	
Registration Number:	2225980	FRIGISPRAY	
Registration Number:	3943508	SEGAL	
Registration Number:	4394929	D*NEWS	
Registration Number:	1207861	DELASCO	
Registration Number:	1406622	DELASCO	
Registration Number:	1627763	DELASCO	
Serial Number:	73607424	DELASCO	
Registration Number:	2239567	DELASCO	
Serial Number:	75020277	DELASCO	
Registration Number:	4458473	DELASCO DERMATOLOGIC LAB & SUPPLY, INC.	
<b>TRADEMARK</b>			

OP \$715.00 2170740

Property Type	Number	Word Mark
Registration Number:	4034017	DELASCO DERMATOLOGIC LAB AND SUPPLY INC
Registration Number:	1601561	MEDFILE /R
Serial Number:	73607647	MEDFILE/R
Registration Number:	1663152	POD-IN-BEN
Registration Number:	4196120	SLEEP SAUNA
Registration Number:	2711330	SURGI-CART
Registration Number:	1664921	D DELASCO
Registration Number:	2153351	ELECTROTIPS
Registration Number:	1734853	CRYO-TAINER

#### CORRESPONDENCE DATA

**Fax Number:** 2142000853

*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.*

**Phone:** 2109787487

**Email:** venisa.dark@haynesboone.com

**Correspondent Name:** Venisa Dark, Haynes and Boone LLP

**Address Line 1:** 2323 Victory Avenue, Suite 700

**Address Line 4:** Dallas, TEXAS 75219

<b>ATTORNEY DOCKET NUMBER:</b>	7898.135_SimpsonA
<b>NAME OF SUBMITTER:</b>	Venisa Dark
<b>SIGNATURE:</b>	/Venisa Dark/
<b>DATE SIGNED:</b>	10/03/2016

#### Total Attachments: 10

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

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THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “*Agreement*”), dated as of October 3, 2016, is made by Dermatologic Lab & Supply, Inc., an Iowa corporation (“*Grantor*”), in favor of Comerica Bank (“*Secured Party*”).

### RECITALS:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith, by and among Grantor, Delasco Holdings, LLC, a Delaware limited liability company (“*Holdings*”) and Secured Party (including all annexes, exhibits and schedules thereto, and as the same may be amended, restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), Secured Party has agreed to extend certain loans to or for the direct or indirect benefit of Grantor and Holdings; and

WHEREAS, Grantor is party to that certain Security Agreement of even date herewith, among Secured Party and Grantor (including all annexes, exhibits or schedules thereto, as from time to time further amended, restated, supplemented or otherwise modified, the “*Security Agreement*”); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Secured Party this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **Definitions.** All initially capitalized terms used but not otherwise defined herein have the meaning given to them in the Security Agreement. All other undefined terms contained in this Agreement, unless the context indicates otherwise, shall have the meaning provided for by the Code to the extent the same are used or defined therein.

2. **Grant of Security Interest in Intellectual Property Collateral.** Except as otherwise provided in the Security Agreement, Grantor (or if more than one Grantor signs this Agreement, each Grantor) hereby unconditionally grants, assigns, and pledges to Secured Party, to secure the obligations under the Credit Agreement and the other Secured Obligations, a continuing security interest (referred to in this Agreement as the “*Security Interest*”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “*Intellectual Property Collateral*”):

- (a) all of Grantor’s patents, patent applications, and patent licenses to which it is a party, including those referred to in Part A to Schedule I hereto;
- (b) all of Grantor’s trademarks and trademark licenses to which it is a party, including those referred to in Part B to Schedule I hereto;
- (c) all of Grantor’s copyrights and copyright licenses to which it is a party, including those referred to in Part C to Schedule I hereto;

- (d) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles relating to the Intellectual Property Collateral covered by this Agreement; and
- (e) all proceeds of the foregoing, including all additions, attachments, accessions, parts, replacements, substitutions, renewals, interest, dividends, distributions, rights of any kind (including, but not limited to, stock splits, stock rights, voting and preferential rights), products, and all cash and non-cash proceeds of or pertaining to the above, including, without limit, insurance and condemnation proceeds, and cash or other property which were proceeds and are recovered by a bankruptcy trustee or otherwise as a preferential transfer by Grantor.

**3. Security for Secured Obligations.** This Agreement and the Security Interest created hereby secures the payment and performance of the Indebtedness, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Indebtedness and would be owed by Grantor or Holdings, to Secured Party, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Grantor or Holdings.

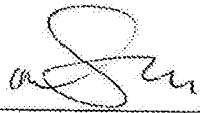
**4. Security Agreement.** The Security Interest granted pursuant to this Agreement is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to 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. To the extent there is any inconsistency between this Agreement and the Security Agreement, the Security Agreement shall control.

**5. Counterparts.** This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as 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 also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Security Agreement as of the date first set forth above.

DERMATOLOGIC LAB & SUPPLY, INC.

By:   
Name: Cara Skowronski  
Title: President

SCHEDULE I

to

INTELLECTUAL PROPERTY SECURITY AGREEMENT


**(PART A)**

**PATENTS**





**None**

(PART B)

TRADEMARKS

Mark	Serial No./Reg. No.
GEIGER	S/N: 75/151,568 R/N: 2,170,740
TCU (Stylized) 	S/N: 77/704,149 R/N: 3,780,230
TCU	S/N: 78/138,518 R/N: 2,709,515
THERMALITE	S/N: 76/501,386 R/N: 2,856,613
1134	S/N: 75/442,635 R/N: 2,247,572
ALO-AR	S/N: 75/668,658 R/N: 2,326,399
CNH	S/N: 75/674,377 R/N: 2,335,593
ELECTRICATOR	S/N: 72/058,712 R/N: 681564
ELECTROLITE	S/N: 75/861,181 R/N: 2,724,684
FRIGISPRAY	S/N: 75/429,499 R/N: 2,225,980
SEGAL	S/N: 85/084,685 R/N: 3,943,508
D*NEWS	S/N: 85/692,773 R/N: 4,394,929
DELASCO	S/N: 73/244,874 R/N: 1,207,861
DELASCO	S/N: 73/574,083 R/N: 1,406,622



DELASCO	S/N: 73/823,616 R/N: 1,627,763
DELASCO	S/N: 73/607,424
DELASCO	S/N: 75/291,856 R/N: 2,239,567
DELASCO	S/N: 75/020,277
DELASCO DERMATOLOGIC LAB & SUPPLY, ICN. (Stylized) 	S/N: 85/925/165 R/N: 4,458,473
DELASCO DERMATOLOGIC LAB AND SUPPLY INC (and Design) 	S/N: 85/191,323 R/N: 4,034,017
MEDFILE/R (Stylized) 	S/N: 73/823,576 R/N: 1,601,561
MEDFILE/R	S/N: 73/607,647
POD-IN-BEN	S/N: 74/076,607 R/N: 1,663,152
SLEEP SAUNA	S/N: 85/392,029 R/N: 4,196,120
SURGI-CART	S/N: 76/444,784 R/N: 2,711,330
D DELASCO (and Design) 	S/N: 74/017,676 R/N: 1,664,921

ELECTROTIPS	S/N: 75/115,663 R/N: 2,153,351
CRYO-TAINER	S/N: 74/135,212 R/N: 1,734,853

**(PART C)**  
**COPYRIGHTS**

<b>Title</b>	<b>Copyright Number</b>
2006 Delasco dermatologic buying guide.	TX0006355766
2007 Delasco dermatologic buying guide.	TX0006542800
Actinic keratosis worksheet.	TX0005875320
Basal cell/squamous cell carcinoma mapping record.	TX0005875321
Delasco 2006/2007 consumer catalog.	TX0006546551
Delasco Electricator : the new paradigm of precision.	TX0005501223
Delasco ... patient catalog.	CSN0146132
Delasco ... patient catalog.	CSN0146132
Dermatologic buying guide.	CSN0089356
Dermatologic buying guide.	CSN0089356
Dermatologic buying guide.	CSN0089356
Dermatologic buying guide.	TX0005733368
Dermatologic buying guide.	CSN0089356
Dermatologic buying guide.	CSN0089356
Dermatologic buying guide.	CSN0089356
Dermatologic buying guide.	CSN0089356
Dermatologic buying guide.	CSN0089356
Dermatologic buying guide.	CSN0089356
Dermatologic buying guide, 1996/97 Delasco.	TXu000753918
Verruca worksheet.	TX0005903929
Delasco Dermatologic Buying Guide.	TX0007249102
Delasco Skin Care Buying Guide. [Published: 2009-02-06. Issue: 2009]	TX0006974792
Delasco 2008 Dermatologic Buying Guide.	TX0007085581
Delasco 2009 MedSpa Buying Guide.	TX0006970327
Delasco 2010 Dermatologic Buying Guide.	TX0007151984
Delasco 2011 Dermatologic Buying Guide.	TX0007309975

Delasco 2011 mid-year dermatologic buying guide.	TX0007411578
Delasco 2012 mid-year dermatologic buying guide.	TX0007584947
Delasco 2014 Dermatologic Buying Guide.	TX0007846872
Delasco 2015 Dermatologic Buying Guide.	TX0008112232
Delasco at Home 2010 - 2011.	TX0007316657
Delasco electricator instruction manual.	TX0006584497
Delasco Electricator Service and technical manual.	TX0006583278
Delasco MedSpa 2008 Buying Guide.	TX0007142360
Dermatologic buying guide.	CSN0089356
Dermatologic buying guide.	CSN0089356
Dermatologic buying guide.	CSN0089356
Dermatologic buying guide.	CSN0089356
Dermatologic buying guide.	CSN0089356
Information and consent form, birth control pills and antibiotics.	TX0001777999
Medfile/R source code.	TX0003353915
Carrying Case Brochure	TX0006834783
Geiger Medical Technologies	TX0006813266
Geiger TCU	TX0006813113
Geiger CTU	TX0006813115
Protect Your Investment – and Your Patients!	TX0006812624
Smoke evacuator brochure: Don't let smoke get in your eyes!	TX0006608787
TCU Accessories	TX0006813251
TCU Mobile Stand	TX0006813123
Thermalite Disposable Electrodes for the TCU	TX0006813126