

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM407458

<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>
CLEAR CLINIC LLC		07/28/2015	Limited Liability Company: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PACIFIC WESTERN BANK (as successor in interest by merger to Square 1 Bank)		
<b>Street Address:</b>	406 BLACKWELL STREET		
<b>Internal Address:</b>	SUITE 240		
<b>City:</b>	DURHAM		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27701		
<b>Entity Type:</b>	State Chartered Bank: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4339643	CLEAR CLINIC	
<b>Registration Number:</b>	4449189	CLEAR CLINIC	
<b>Registration Number:</b>	4743921	CLEAR CLINIC	
<b>Registration Number:</b>	4760555	CLEARCLINIC	
<b>Registration Number:</b>	4373228	CLEARCLINIC	
<b>Registration Number:</b>	4464128	CLEARCLINIC	
<b>Registration Number:</b>	4496325	CLEARCLINIC	
<b>Registration Number:</b>	4373313	F.A.S.T.	
<b>Registration Number:</b>	4389879	PERSONAL ACNE COACH	
<b>Registration Number:</b>	4428751	FLY IN FOR CLEAR SKIN	
<b>Registration Number:</b>	4432120	CLEAR CLUB	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9193541278		
<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>	9193143114		
<b>Email:</b>	diligencereview@square1bank.com		

CH \$290.00 4339643

**Correspondent Name:** PACIFIC WESTERN BANK  
**Address Line 1:** 406 BLACKWELL STREET  
**Address Line 2:** SUITE 240  
**Address Line 4:** DURHAM, NORTH CAROLINA 27701

**NAME OF SUBMITTER:** NICHOLAS NANCE

**SIGNATURE:** /NICHOLASNANCE-JLT/

**DATE SIGNED:** 12/02/2016

**Total Attachments: 8**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of July 28, 2015 by and between SQUARE 1 BANK ("*Bank*") and CLEAR CLINIC LLC, a New York limited liability company ("*Grantor*").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations (the "*Loans*") to Grantor's parent, Schweiger Dermatology Group, LLC, a Delaware limited liability company ("*Borrower*") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank, Borrower, Grantor and certain of their Affiliates, dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "*Loan Agreement*"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Bank is willing to extend and to continue to extend financial accommodations to Borrower, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of the Loan Parties under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, to secure prompt repayment of any and all Obligations and to secure prompt performance by each Loan Party of each of its covenants and duties under the Loan Documents, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure prompt repayment of any and all Obligations and to secure prompt performance by each Loan Party of each of its covenants and duties under the Loan Documents, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto) (but, excluding any "intent to use" Trademark application for which a statement of use has not been filed and accepted with the United States Patent and Trademark Office).

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and

concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all Copyrights, Patents and Trademarks in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

**SIGNATURE PAGE FOLLOWS**

[Signature Page to IP Security Agreement]

4826-9806-5444

**TRADEMARK**  
**REEL: 005934 FRAME: 0429**

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**GRANTOR:**

Address of Grantor:

**CLEAR CLINIC LLC**

By: Schweiger Dermatology Group,  
LLC, its sole member

Schweiger Dermatology Group, LLC

150 West 50th St, Ste 1003

New York, NY 10019

Attn: Joe Luceri

By: \_\_\_\_\_

Name: Joseph Luceri

Title: Chief Financial Officer

[Signature Page to IP Security Agreement]

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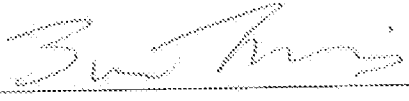
**TRADEMARK**  
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Address of Bank:

406 Blackwell Street, Suite 240  
Durham, NC 27701  
Attn: Loan Documentation Department

BANK:

SQUARE 1 BANK

By:   
Name: Evan Travis  
Title: VP

[Signature Page to IP Security Agreement]

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**EXHIBIT A**  
**COPYRIGHTS**

None.




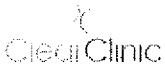
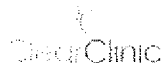
**EXHIBIT B**

**PATENTS**

None.



**EXHIBIT C**  
**TRADEMARKS**

<b>Owner</b>	<b>Trademark</b>	<b>Application/ Registration No.</b>	<b>Registration Date</b>
Clear Clinic LLC	CLEAR CLINIC	Registration No. 4339643	05-21-2013
Clear Clinic LLC	CLEAR CLINIC	Registration No. 4449189	12-10-2013
Clear Clinic LLC	CLEAR CLINIC	Registration No. 4743921	05-16-2015
Clear Clinic LLC	<p>ClearClinic</p> 	Application No. 85538628	N/A
Clear Clinic LLC	<p>ClearClinic</p> 	Registration No. 4760555	05-23-2015
Clear Clinic LLC	<p>ClearClinic</p> 	Registration No. 4373228	07-23-2013
Clear Clinic LLC	<p>ClearClinic</p> 	Registration No. 4464128	01-07-2014
Clear Clinic LLC	<p>ClearClinic</p> 	Registration No. 4496325	03-11-2014

Owner	Trademark	Application/ Registration No.	Registration Date
Clear Clinic LLC	F.A.S.T.	Registration No. 4373313	07-23-2013
Clear Clinic LLC	PERSONAL ACNE COACH	Registration No. 4389879	08-20-2013
Clear Clinic LLC	FLY IN FOR CLEAR SKIN	Registration No. 4428751	11-05-2013
Clear Clinic LLC	CLEAR CLUB	Registration No. 4432120	11-12-2013