

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM407652

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SCHWEIGER DERMATOLOGY GROUP, LLC		11/30/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	PACIFIC WESTERN BANK		
Street Address:	406 BLACKWELL STREET		
Internal Address:	SUITE 240		
City:	DURHAM		
State/Country:	NORTH CAROLINA		
Postal Code:	27701		
Entity Type:	STATE CHARTERED BANK: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86939610	DR. SCHWEIGER SKIN SOLUTIONS	
Registration Number:	2099163	DERM EXCELLENCE	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	9193143114		
Email:	diligencereview@square1bank.com		
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:	12/05/2016		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of November 30, 2016 by and between PACIFIC WESTERN BANK ("*Bank*") and SCHWEIGER DERMATOLOGY GROUP, LLC, a Delaware 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 (also known herein as "*Borrower*") in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement by and between Bank, Borrower, and certain of its 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]

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.

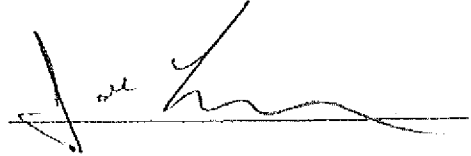
GRANTOR:

Address of Grantor:

SCHWEIGER DERMATOLOGY
GROUP, LLC

156 West 56th Street, Suite 1003
New York, NY 10019

By:



Name: Joseph Luceri

Title: Chief Financial Officer

[Signature Page to IP Security Agreement]

4850-1208-6076

TRADEMARK
REEL: 005935 FRAME: 0527

Address of Bank:

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

BANK:

PACIFIC WESTERN BANK

By:



Name: Evan Travis

Title: Senior Vice President

{Signature Page to IP Security Agreement}

4850-1208-6076

TRADEMARK
REEL: 005935 FRAME: 0528

EXHIBIT A
COPYRIGHTS

None.

EXHIBIT B
PATENTS

None.

EXHIBIT C
TRADEMARKS

Registration Number	Trademark	Filing Date	Registration Date/Notice of Allowance Date
86939610	DR. SCHWEIGER SKIN SOLUTIONS	3/14/2016	N/A
2099163	DERM EXCELLENCE	8/8/1996	09/23/1997