

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM411125

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Alphaeon Corporation		01/04/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Longitude Venture Partners II, L.P.		
Street Address:	800 El Camino Real, Suite 220		
City:	Menlo Park		
State/Country:	CALIFORNIA		
Postal Code:	94025		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4530932	ALPHAEON	
Registration Number:	4874467	ALPHAEON	
Registration Number:	4874466	ALPHAEON	
Registration Number:	4944631	ALPHAEON	
Registration Number:	4957516	ENGAGEMD	
Registration Number:	5023534	SKIN ESSENTIALS OMEGA ADVANTAGE	
Serial Number:	86659875	ALPHAEON	
Serial Number:	86659873	ALPHAEON	
CORRESPONDENCE DATA			
Fax Number:	4152687522		
<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:	415-268-7000		
Email:	ksamia@mofo.com		
Correspondent Name:	Jennifer Lee Taylor		
Address Line 1:	425 Market Street		
Address Line 2:	c/o Morrison & Foerster LLP		
Address Line 4:	San Francisco, CALIFORNIA 94105		
ATTORNEY DOCKET NUMBER:	62120-53		
NAME OF SUBMITTER:	Jennifer Lee Taylor		

CH \$215.00 4530932

SIGNATURE:	/JLT2/
DATE SIGNED:	01/04/2017
Total Attachments: 9 source=1 - Alphaeon - Trademark Security Agreement (Longitude)#page1.tif source=1 - Alphaeon - Trademark Security Agreement (Longitude)#page2.tif source=1 - Alphaeon - Trademark Security Agreement (Longitude)#page3.tif source=1 - Alphaeon - Trademark Security Agreement (Longitude)#page4.tif source=1 - Alphaeon - Trademark Security Agreement (Longitude)#page5.tif source=1 - Alphaeon - Trademark Security Agreement (Longitude)#page6.tif source=1 - Alphaeon - Trademark Security Agreement (Longitude)#page7.tif source=1 - Alphaeon - Trademark Security Agreement (Longitude)#page8.tif source=1 - Alphaeon - Trademark Security Agreement (Longitude)#page9.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (“**Trademark Security Agreement**”), dated as of January 4, 2017, is made by Alphaeon Corporation (the “**Grantor**”) in favor of Longitude Venture Partners II, L.P., a Delaware limited partnership, located at 800 El Camino Real, Suite 220, Menlo Park, California 94025 (the “**Secured Party**”).

WHEREAS, the Grantor and the Secured Party have entered into that certain Amended and Restated Secured Convertible Bridge Note, dated as of July 26, 2016, and amending that certain Secured Convertible Bridge Note and Warrant Agreement, dated as of May 27, 2016 (as so amended and restated, and as further amended, modified, supplemented or restated and in effect from time to time, the “**Note Agreement**”).

WHEREAS, to secure the Grantor's obligations under the Note Agreement, the Grantor and the Secured Party have entered into an Amended and Restated Pledge and Security Agreement, dated as of May 27, 2016, and amended and restated as of July 26, 2016 (the “**Security Agreement**”).

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Secured Party, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this Trademark Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees with the Secured Party as follows:

1. Grant of Security. The Grantor hereby grants to the Secured Party a security interest in and to all of the right, title and interest of such Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “**Trademark Collateral**”):

(a) the trademark registrations and applications set forth in **Schedule 1** hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the “**Trademarks**”), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or

enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

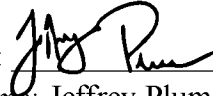
2. **Recordation.** The Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Secured Party.

3. **Loan Documents.** This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Secured Party with respect to the Trademark Collateral are as provided by the Note Agreement, the Security Agreement and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

ALPHAION CORPORATION

By:  _____
Name: Jeffrey Plumer
Title: VP Legal

AGREED TO AND ACCEPTED:

LONGITUDE VENTURE PARTNERS
II, L.P.

By: _____
Name: _____
Title: _____

[Signature Page to Trademark Security Agreement]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

ALPHAION CORPORATION

By: _____

Name: _____

Title: _____

AGREED TO AND ACCEPTED:

LONGITUDE VENTURE PARTNERS

II, L.P.


By: _____
Name: Juliet Simonson
Title: Managing Director

[Signature Page to Trademark Security Agreement]

sf-3721426

SCHEDULE 1

TRADEMARK REGISTRATIONS AND APPLICATIONS

UNITED STATES REGISTRATIONS

MARK	REGISTRATION NO.	REGISTRATION DATE
ALPHAEON	4530932	05/13/2014
 ALPHAEON	4874467	12/22/2015
 ALPHAEON	4874466	12/22/2015
 ALPHAEON	4944631	04/26/2016
ENGAGEMD	4957516	05/10/2016
 skin essentials OMEGA ADVANTAGE	5023534	08/16/2016








UNITED STATES APPLICATIONS

MARK	APPLICATION NO.	FILING DATE
AGE GRATEFULLY	86/751,441	09/09/2015
 ALPHAEON	86/659,875	06/11/2015
 ALPHAEON	86/659,878	06/11/2015
 ALPHAEON	86/659,873	06/11/2015
ALPHAEON	86/921,748	02/26/2016
 Engage	86/859,062	12/28/2015
EVOLUS	86/513,078	01/23/2015
 Touch	86/859,068	12/28/2015

INTERNATIONAL REGISTRATIONS

MARK	REGISTRATION NO.	REGISTRATION DATE
AGE GRATEFULLY	IR1293343	02/26/2016
 ALPHAEON	IR1286285	12/08/2015
 ALPHAEON	IR1285881	12/08/2015
 ALPHAEON	IR1286284	12/08/2015
 ALPHAEON	IR1295395	12/08/2015
 ALPHAEON	IR1301448	12/08/2015
 ALPHAEON	IR1302775	12/08/2015
EVOLUS	IR1262228	07/20/2015
	IR1281588	10/23/2015

FOREIGN APPLICATIONS

MARK	COUNTRY	APPLICATION NO.	FILING DATE
	BRAZIL	910385858	12/09/2015
	BRAZIL	910386056	12/09/2015
	BRAZIL	910385920	12/09/2015
	BRAZIL	910385955	12/09/2015
	BRAZIL	910386013	12/09/2015
	BRAZIL	910386110	12/09/2015
EVOLUS	BRAZIL	909710481	07/21/2015
	BRAZIL	910185379	10/27/2015

MARK	COUNTRY	APPLICATION NO.	FILING DATE
AGE GRATEFULLY	BRAZIL	910690170	02/29/2016