

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM427032

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DERMATOLOGIC COSMETIC LABORATORIES, LTD		04/28/2017	Corporation: CONNECTICUT
RECEIVING PARTY DATA			
Name:	CONNECTICUT INNOVATIONS, INCORPORATED		
Street Address:	865 BROOK STREET		
City:	ROCKY HILL		
State/Country:	CONNECTICUT		
Postal Code:	06067		
Entity Type:	Corporation: CONNECTICUT		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	78777555	DCL	
Serial Number:	76174989	DERMATOLOGIC COSMETIC LABORATORIES	
Serial Number:	76475044	THERAPEUTIC DERMATOLOGIC FORMULA	
Serial Number:	76475040	THERAPEUTIC DERMATOLOGIC FORMULA	
Serial Number:	86713433	BEAUTY FROM SCIENCE	
Serial Number:	76475043	MILBAR LABORATORIES	
CORRESPONDENCE DATA			
Fax Number:			
<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:	8605482618		
Email:	sminniti@uks.com		
Correspondent Name:	Michael J. Palmieri, Esquire		
Address Line 1:	265 Church Street		
Address Line 2:	Updike, Kelly & Spellacy, P.C.		
Address Line 4:	New Haven, CONNECTICUT 06510		
NAME OF SUBMITTER:	SUSAN S. MINNITI		
SIGNATURE:	/SUSAN S. MINNITI/		
DATE SIGNED:	05/10/2017		

OP \$165.00 78777555

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of April 28, 2017 by **DERMATOLOGIC COSMETIC LABORATORIES, LTD**, a Connecticut corporation, with its chief executive office located at 20 Commerce Street, East Haven, Connecticut 06512 (“**Debtor**”) and **CONNECTICUT INNOVATIONS, INCORPORATED**, with its head office located at 865 Brook Street, Rocky Hill, CT 06067 (“**Secured Party**”).

W I T N E S S E T H

WHEREAS, pursuant to the terms of a certain Loan and Warrant Purchase Agreement of even date herewith between Debtor and Secured Party (the “**Loan Agreement**”), Secured Party has agreed to makes loans and other extensions of credit (the “**Loan**”) to Debtor, which Loan is evidenced by the Notes (as defined in the Loan Agreement);

WHEREAS, pursuant to that certain Security Agreement between Debtor and Secured Party dated as of the date hereof (as amended and in effect from time to time, the “**Security Agreement**”), Debtor has granted to Secured Party a security interest in the Collateral (as defined by the Security Agreement), including without limitation the Domain Names, Trademarks, Patents and Copyrights (each as defined herein), listed on **Schedule A** attached hereto, all to secure the payment and performance of the Obligations (as defined in the Security Agreement); and

WHEREAS, this Agreement is supplemental to the provisions contained in the Security Agreement.

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. DEFINITIONS. Unless otherwise defined herein, terms which are defined in the Security Agreement and used herein are so used as so defined. The following terms shall have the following meanings:

“**Copyrights**” means (a) all copyrights of the United States or any other country, including, without limitation, any thereof referred on **Schedule A** attached hereto; and (b) all copyright registrations filed in the United States or in any other country, including, without limitation, any thereof referred on **Schedule A** attached hereto.

“**Domain Names**” means all domain names and domain name registration applications, that are owned by Debtor or in which Debtor has any right, title or interest, now or in the future, including but not limited to all derivatives or variations, whether authorized or unauthorized, including those listed on **Schedule A** attached hereto.

“**ICANN**” means the Internet Corporation for Assigned Names and Numbers.

“**Patents**” means (a) all letters patent of the United States and all reissues and extensions thereof; and (b) all applications for letters patent of the United States and all divisions, continuations and continuations-in-part thereof or any other country, including, without limitation, any thereof referred on Schedule A attached hereto.

“**Registry**” means, as applicable, (i) any domain name registry with whom the Domain Names are registered, (ii) the U.S. Copyright Office or any comparable office of any foreign jurisdiction with whom Copyrights are registered, or (iii) the U.S. Patent & Trademark Office or any comparable office of any state or foreign jurisdiction with whom Trademarks or Patents are registered.

“**Trademarks**” means (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether registered in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof or otherwise, including, without limitation, any thereof referred to on Schedule A attached hereto; (b) all renewals thereof; and (c) all goodwill of the business connected with the use of and symbolized by the Trademarks.

2. SECURITY INTEREST.

2.1. Security Interest. As collateral security for the payment and performance in full of all of the Obligations, Debtor hereby unconditionally grants to Secured Party a continuing security interest in and lien on the Domain Names, Trademarks, Patents and Copyrights that constitute Collateral, and all Proceeds (as defined in the Security Agreement) of any of the foregoing. Debtor hereby authorizes Secured Party to take other appropriate steps to transfer effective ownership and control of such Domain Names, Trademarks, Patents and Copyrights, with the respective Registry upon the occurrence and during the continuance of an Event of Default and the exercise of the remedies of Secured Party under this Agreement and the Security Agreement.

2.2. Supplemental Security Agreement. Pursuant to the Security Agreement, Debtor has granted to Secured Party a continuing security interest in and lien on the Collateral (including certain Domain Names, Trademarks, Patents and Copyrights). The Security Agreement, and all rights and interests of Secured Party in and to the Collateral (including such Domain Names, Trademarks, Patents and Copyrights) thereunder, are hereby ratified and confirmed in all respects, and are hereby incorporated herein by reference thereto. In no event shall this Agreement, the grants hereunder, or the recordation of this Agreement (or any document hereunder) with the respective Registry, adversely affect or impair, in any way or to any extent, the Security Agreement, the security interest of Secured Party in the Collateral (including the Domain Names, Trademarks, Patents and Copyrights that constitute Collateral) pursuant to the Security Agreement and this Agreement, the attachment and perfection of such security interest under the UCC (including the security interest in such Domain Names, Trademarks, Patents and

Copyrights), or any present or future rights and interests of Secured Party in and to the Collateral under or in connection with the Security Agreement, this Agreement or the UCC. Any and all rights and interests of Secured Party in and to the Domain Names, Trademarks, Patents and Copyrights that constitute Collateral (and any and all Obligations of Debtor with respect to such Domain Names, Trademarks, Patents and Copyrights) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of Secured Party (and the Obligations of Debtor) in, to or with respect to the Collateral (including such Domain Names, Trademarks, Patents and Copyrights) provided in or arising under or in connection with the Security Agreement and shall not be in derogation thereof. SECURED PARTY DOES NOT ASSUME ANY LIABILITY ARISING IN ANY WAY BY REASON OF HOLDING SUCH COLLATERAL.

3. AFTER-ACQUIRED DOMAIN NAMES, ETC.

3.1. After-Acquired Domain Names, Copyrights, Trademarks and Patents. If, before the Obligations shall have been finally paid and satisfied in full, Debtor shall obtain any right, title or interest in or to any other or new Domain Names, Trademarks, Copyrights or Patents that constitute Collateral, or become entitled to the benefit of any such Domain Names, Trademarks, Copyrights or Patents or any variation or improvement on any of such Domain Name Collateral, the provisions of this Agreement and the Security Agreement shall automatically apply thereto and Debtor shall promptly give to Secured Party notice thereof in writing and execute and deliver to Secured Party such documents or instruments as Secured Party may reasonably request further to implement, preserve or evidence the interests of Secured Party therein.

3.2. Amendment to Schedule. Debtor authorizes Secured Party to modify this Agreement, without the necessity of Debtor's further approval or signature, by amending **Schedule A** hereto to include any future or other Domain Names, Trademarks, Copyrights or Patents under Section 2 or Section 3 hereof that constitute Collateral and/or to delete Domain Names, Trademarks, Copyrights or Patents terminated by Debtor pursuant to the Security Agreement.

4. NO ASSUMPTION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, SECURED PARTY DOES NOT ASSUME ANY LIABILITIES OF DEBTOR WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING DEBTOR'S OWNERSHIP OR PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF THE DOMAIN NAMES, COPYRIGHTS, TRADEMARKS OR PATENTS THAT CONSTITUTE COLLATERAL, OR ANY PRACTICE, USE, LICENSE OR SUBLICENSE THEREOF, WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE EVENT, CIRCUMSTANCE, ACT OR OMISSION OR OTHERWISE. ALL OF SUCH LIABILITIES SHALL BE EXCLUSIVELY BORNE BY DEBTOR, AND DEBTOR SHALL INDEMNIFY SECURED PARTY FOR ANY AND ALL COSTS, EXPENSES, DAMAGES AND CLAIMS, INCLUDING LEGAL FEES, INCURRED BY SECURED PARTY WITH RESPECT TO SUCH LIABILITIES.

5. **RIGHTS AND REMEDIES CUMULATIVE.** The rights and remedies of Secured Party with respect to the Domain Names, Copyrights, Trademarks and Patents that constitute Collateral, whether established hereby, by the Security Agreement or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. This Agreement is supplemental to the Security Agreement, and nothing contained herein shall in any way derogate from any of the rights or remedies of Secured Party contained therein. Nothing contained in this Agreement shall be deemed to extend the time of attachment or perfection of or otherwise impair the security interest in any of the Collateral granted to Secured Party under the Security Agreement.

6. **AMENDMENT AND WAIVER.** This Agreement may only be amended, and any provision hereunder may only be waived, pursuant to the Security Agreement.

7. **FILINGS.** Secured Party may at any time and from time to time, at Debtor's expense, file, or have Secured Party's representatives or agents file, a copy of this Agreement with the United States Patent & Trademark Office, the U.S. Copyright Office or any other filing authority.


8. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall constitute a complete and original instrument but all of which together shall constitute one and the same agreement (notwithstanding that all of the parties are not signatories to the original or the same counterpart, or that signature pages from different counterparts are combined), and it shall not be necessary when making proof of this Agreement or any counterpart thereof to account for any other counterpart, and the signature of any party to any counterpart shall be deemed to be a signature to and may be appended to any other counterpart. For purposes of this Agreement, a document (or signature page thereto) signed and transmitted by facsimile machine or other electronic means is to be treated as an original document. The signature of any party on any such document, for purposes hereof, is to be considered as an original signature, and the document transmitted is to be considered to have the same binding effect as an original signature on an original document. At the request of any party, any facsimile or other electronic signature is to be re-executed in original form by the party which executed the facsimile or other electronic signature. No party may raise the use of a facsimile machine or other electronic means, or the fact that any signature was transmitted through the use of a facsimile machine or other electronic means, as a defense to the enforcement of this Agreement.

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IN WITNESS WHEREOF, the foregoing Intellectual Property Security Agreement is signed and delivered on the date first set forth above.

DEBTOR:

DERMATOLOGIC COSMETIC LABORATORIES, LTD

By: 
Name: Cherry Robinson
Title: President

Schedule A to Intellectual Property Security Agreement
Schedule A-1: Registered Trademarks

CO	Trademark/Patent	Description	Number
DCL	Trademark	DCL (USA)	78777555
DCL	Trademark	DCL (China)	
DCL	Trademark	Dermatologic Cosmetic Laboratories	76174989
DCL	Trademark	Therapeutic Dermatologic Formula	76475044
DCL	Trademark	Therapeutic Dermatologic Formula Design	76475040
DCL	Trademark	Beauty From Science	86713433
Milbar	Trademark	Milbar Laboratories	76475043

Schedule A to Intellectual Property Security Agreement
Schedule A-2: Registered Domain Names

Domain	Status	Domain Extension	Domain Country	Expiration Date	Owner Name
dclskincare.ae	Registered	AE	United Arab Emirates	6/24/2017	Dermatologic Cosmetic Labs
dclskincare.at	Registered	AT	Austria	6/18/2017	Dermatologic Cosmetic Laboratories Ltd.
dclskincare.ca	Registered	CA	Canada	9/17/2017	Dermatologic Cosmetic Labs
dclskincare.ch	Registered	CH	Switzerland	5/25/2017	Dermatologic Cosmetic Labs
dclskincare.cl	Registered	CL	Chile	6/24/2017	Dermatologic Cosmetic Labs
dclskincare.co.cr	Registered	CR	Costa Rica	6/24/2017	Dermatologic Cosmetic Labs
dclskincare.co.id	Registered	ID	Indonesia	6/25/2017	Dermatologic Cosmetic Labs
dclskincare.co.il	Registered	IL	Israel	6/25/2017	Dermatologic Cosmetic Labs
dclskincare.co.in	Registered	IN	India	6/24/2017	Dermatologic Cosmetic Labs
dclskincare.co.kr	Registered	KR	South Korea	6/25/2018	Dermatologic Cosmetic Labs
dclskincare.co.ma	Registered	MA	Morocco	6/25/2017	Dermatologic Cosmetic Laboratories, Ltd.
dclskincare.co.nl	Registered	NL	Netherlands	6/25/2017	Dermatologic Cosmetic Labs
dclskincare.co.nz	Registered	NZ	New Zealand	6/24/2017	Dermatologic Cosmetic Labs
dclskincare.co.uk	Registered	UK	United Kingdom	6/24/2017	Dermatologic Cosmetic Labs
dclskincare.co.za	Registered	ZA	South Africa	6/24/2017	Dermatologic Cosmetic Labs
dclskincare.com.ar	Registered	AR	Argentina	6/25/2017	Dermatologic Cosmetic Labs
dclskincare.com.au	Registered	AU	Australia	9/6/2017	Dermatologic Cosmetic Laboratories, Ltd.
dclskincare.com.br	Registered	BR	Brazil	6/24/2017	Dermatologic Cosmetic Labs
dclskincare.com.bz	Registered	BZ	Belize	6/24/2017	Dermatologic Cosmetic Labs
dclskincare.com.cn	Registered	CN	China	6/25/2017	Dermatologic Cosmetic Laboratories, Ltd.
dclskincare.com.co	Registered	CO	Colombia	6/23/2017	Dermatologic Cosmetic Labs

Schedule A to Intellectual Property Security Agreement

Schedule A-2: Registered Domain Names

dclskincare.com.cy	Registered	CY	Cyprus	12/26/2017	Dermatologic Cosmetic Labs
dclskincare.com.do	Registered	DO	Dominican Republic	6/29/2017	Dermatologic Cosmetic Labs
dclskincare.com.eg	Registered	EG	Egypt	9/7/2017	Dermatologic Cosmetic Labs
dclskincare.com.kw	Registered	KW	Kuwait	9/7/2017	Dermatologic Cosmetic Labs
dclskincare.com.mt	Registered	MT	Malta	8/3/2017	Dermatologic Cosmetic Laboratories Ltd.
dclskincare.com.mx	Registered	MX	Mexico	6/24/2018	Dermatologic Cosmetic Labs
dclskincare.com.my	Registered	MY	Malaysia	5/30/2017	Dermatologic Cosmetic Labs
dclskincare.com.pa	Registered	PA	Panama	8/7/2017	Dermatologic Cosmetic Laboratories, Ltd.
dclskincare.com.ph	Registered	PH	Philippines	6/25/2017	Dermatologic Cosmetic Labs
dclskincare.com.py	Registered	PY	Paraguay	5/25/2017	Dermatologic Cosmetic Labs
dclskincare.com.ua	Registered	UA	Ukraine	6/25/2017	Dermatologic Cosmetic Labs
dclskincare.com.uy	Registered	UY	Uruguay	6/20/2017	Dermatologic Cosmetic Laboratories, Ltd.
dclskincare.com.ve	Registered	VE	Venezuela	6/29/2018	Dermatologic Cosmetic Labs
dclskincare.cz	Registered	CZ	Czech Republic	6/24/2017	Dermatologic Cosmetic Laboratories, Ltd.
dclskincare.de	Registered	DE	Germany	6/14/2017	Dermatologic Cosmetic Labs
dclskincare.dk	Registered	DK	Denmark	6/25/2017	Dermatologic Cosmetic Labs
dclskincare.ee	Registered	EE	Estonia	6/25/2017	Dermatologic Cosmetic Laboratories, Ltd.
dclskincare.es	Registered	ES	Spain	6/24/2017	Dermatologic Cosmetic Labs
dclskincare.fi	Registered	FI	Finland	6/25/2017	Dermatologic Cosmetic Labs
dclskincare.fr	Registered	FR	France	6/24/2017	Dermatologic Cosmetic Labs
dclskincare.gr	Registered	GR	Greece	6/28/2017	Dermatologic Cosmetic Labs
dclskincare.hk	Registered	HK	Hong Kong	6/25/2017	Dermatologic Cosmetic Laboratories, Ltd.

Schedule A to Intellectual Property Security Agreement

Schedule A-2: Registered Domain Names

dclskincare.hr	Registered	HR	Croatia	6/25/2017	Dermatolgic Cosmetic Labs
dclskincare.hu	Registered	HU	Hungary	6/25/2017	Dermatolgic Cosmetic Labs
dclskincare.is	Registered	IS	Iceland	6/25/2017	Dermatolgic Cosmetic Labs
dclskincare.it	Registered	IT	Italy	6/24/2017	Dermatolgic Cosmetic Labs
dclskincare.jp	Registered	JP	Japan	6/23/2017	Dermatolgic Cosmetic Labs
dclskincare.lt	Registered	LT	Lithuania	6/24/2017	Dermatolgic Cosmetic Labs
dclskincare.lu	Registered	LU	Luxembourg	8/5/2017	Dermatolgic Cosmetic Labs
dclskincare.lv	Registered	LV	Latvia	6/25/2017	Dermatolgic Cosmetic Labs
dclskincare.no	Registered	NO	Norway	5/25/2017	Dermatolgic Cosmetic Labs
dclskincare.pk	Registered	PK	Pakistan	6/24/2017	Dermatolgic Cosmetic Labs
dclskincare.pl	Registered	PL	Poland	6/24/2017	Dermatolgic Cosmetic Labs
dclskincare.pt	Registered	PT	Portugal	6/24/2017	Dermatolgic Cosmetic Labs
dclskincare.ru	Registered	RU	Russian Federation	6/24/2017	Dermatolgic Cosmetic Labs
dclskincare.se	Registered	SE	Sweden	6/25/2017	Dermatolgic Cosmetic Labs
dclskincare.sg	Registered	SG	Singapore	6/24/2017	Dermatolgic Cosmetic Labs
dclskincare.tn	Registered	TN	Tunisia	6/24/2017	Dermatolgic Cosmetic Labs
dclskincare.tw	Registered	TW	Taiwan	6/25/2017	Dermatolgic Cosmetic Labs