

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM433165

<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>
Schweiger Dermatology Group, LLC		06/08/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Triangle Capital Corporation		
<b>Street Address:</b>	3700 Glenwood Avenue		
<b>Internal Address:</b>	Suite 530		
<b>City:</b>	Raleigh		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27612		
<b>Entity Type:</b>	Corporation: MARYLAND		
<b>PROPERTY NUMBERS Total: 15</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85887145	FLY IN FOR CLEAR SKIN	
<b>Serial Number:</b>	85980385	CLEAR CLINIC	
<b>Serial Number:</b>	85981002	CLEARCLINIC	
<b>Serial Number:</b>	85980436	CLEARCLINIC	
<b>Serial Number:</b>	85887103	CLEAR CLUB	
<b>Serial Number:</b>	85538592	CLEARCLINIC	
<b>Serial Number:</b>	85538260	CLEAR CLINIC	
<b>Serial Number:</b>	85538294	CLEAR CLINIC	
<b>Serial Number:</b>	85887061	PERSONAL ACNE COACH	
<b>Serial Number:</b>	85575672	F.A.S.T.	
<b>Serial Number:</b>	85538671	CLEARCLINIC	
<b>Serial Number:</b>	75147302	DERM EXCELLENCE	
<b>Serial Number:</b>	86179048	SPATIQUE	
<b>Serial Number:</b>	86179063	SPATIQUE MEDICAL SPA	
<b>Serial Number:</b>	86939610	DR. SCHWEIGER SKIN SOLUTIONS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9198216800		

OP \$390.00 85887145

TRADEMARK

***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:** (919) 838-2034  
**Email:** pkarmire@smithlaw.com  
**Correspondent Name:** Perky L. Karmire/Smith Anderson Law  
**Address Line 1:** 150 Fayetteville Street  
**Address Line 2:** Suite 2300  
**Address Line 4:** Raleigh, NORTH CAROLINA 27601

<b>NAME OF SUBMITTER:</b>	Perky L. Karmire
---------------------------	------------------

<b>SIGNATURE:</b>	/Perky L. Karmire/
-------------------	--------------------

<b>DATE SIGNED:</b>	06/29/2017
---------------------	------------

**Total Attachments: 6**

source=TM Security Agreement#page1.tif

source=TM Security Agreement#page2.tif

source=TM Security Agreement#page3.tif

source=TM Security Agreement#page4.tif

source=TM Security Agreement#page5.tif

source=TM Security Agreement#page6.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of June 8, 2017, is by SCHWEIGER DERMATOLOGY GROUP, LLC, a Delaware limited liability company (“Grantor”), in favor of TRIANGLE CAPITAL CORPORATION, in its capacity as agent for, and representative of and secured party (in all such capacities, the “Agent”) for and on behalf of the lenders (each a “Lender” and collectively the “Lenders”) party to that certain Credit and Guaranty Agreement dated as of the date hereof among the Grantor, the other Loan Parties that are or become a party thereto, the Agent and the Lenders (as amended, supplemented, amended and restated or otherwise modified from time to time, the “Credit Agreement”).

WITNESSETH:

WHEREAS, the Borrowers desire to receive extensions of credit from the Lenders pursuant to the terms of the Credit Agreement and the related Loan Documents;

WHEREAS, pursuant to that certain Security Agreement dated as of the date hereof by and among Grantor, the other Loan Parties and Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), as security for all Obligations, Grantor and the other Loan Parties granted to Agent, for the benefit of the Lenders and the other Secured Parties, a continuing security interest in, lien on, and right of set-off against all respective Trademarks of Grantor and the other Loan Parties, whether now owned or existing or hereafter acquired or arising but excluding any Trademarks that constitute Excluded Property (as defined in the Security Agreement); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of Secured Parties, this Agreement.

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

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. Grant of Security Interest in Trademark Collateral. Grantor hereby grants to Agent, for the benefit of the Lenders and the other Secured Parties, a continuing security interest in, and lien upon, all of Grantor’s presently existing or hereafter acquired right, title and interest in and to the Trademarks, including, without limitation, the Trademarks set forth on Schedule A hereto, all proceeds and products thereof and all goodwill associated with or symbolized by any of the foregoing, but excluding any Trademarks that constitute Excluded Property (as defined in the Security Agreement).

3. Security Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with, and not in limitation of, the security interests granted to Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademarks and related

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.

4. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NORTH CAROLINA APPLICABLE TO CONTRACTS MADE AND PERFORMED IN THAT STATE AND ANY APPLICABLE LAWS OF THE UNITED STATES OF AMERICA.

5. Terms Incorporated by Reference. The terms of Sections 6.15 (“Termination”) and 6.16 (“Release of Portions of Collateral”) of the Security Agreement are incorporated herein by reference, mutatis mutandis.

[Signature Pages Follow]

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

**GRANTOR:**

**SCHWEIGER DERMATOLOGY GROUP, LLC**

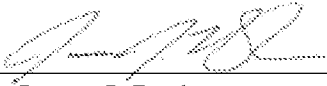
By: 

Name: Eric Schweiger

Title: Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

**TRIANGLE CAPITAL CORPORATION,**  
as Agent

By:   
Name: James J. Burke  
Title: Managing Director

**Schedule A**

**Trademarks**

<b>Trademark</b>	<b>Serial No.</b>	<b>Date Filed</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Status</b>
<b>FLY IN FOR CLEAR SKIN</b> (standard character)	85887145	3/26/2013	4428751	11/5/2013	Registered
<b>CLEAR CLINIC</b> (standard character)	85980385	2/9/2012	449189	12/10/2013	Registered
<b>CLEAR CLINIC</b> (plus design)	85981002	3/11/2014	4496325	3/11/2014	Registered
<b>CLEAR CLINIC</b> (plus design)	85980436	2/9/2012	4464128	1/7/2014	Registered
<b>CLEAR CLUB</b> (standard character)	85887103	3/26/2013	4432120	11/12/2013	Registered
<b>CLEAR CLINIC</b> (design plus word)	85538592	2/9/2012	4760555	6/23/2015	Registered
<b>CLEAR CLINIC</b> (standard character)	85538260	2/9/2012	4743921	5/26/2015	Registered
<b>CLEAR CLINIC</b> (standard character)	85538294	2/9/2012	4339643	5/21/2013	Registered
<b>PERSONAL ACNE COACH</b> (standard character)	85887061	3/26/2013	4389879	8/20/2013	Registered
<b>F.A.S.T.</b> (standard character)	85575672	3/21/2013	4373313	7/23/2013	Registered
<b>CLEAR CLINIC</b> (design plus word)	85538671	2/9/2012	4373228	7/23/2013	Registered

<b>Trademark</b>	<b>Serial No.</b>	<b>Date Filed</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Status</b>
<b>DERM EXCELLENCE</b> (standard character)	75147302	8/8/96	2099163	9/23/1997	Registered
<b>SPATIQUE</b> (standard character)	86179048	1/29/2014	4734016	5/12/2015	Registered
<b>SPATIQUE MEDICAL SPA</b> (standard character)	86179063	1/29/2014	4734017	5/12/2015	Registered
<b>DR. SCHWEIGER SKIN SOLUTIONS</b> (standard character)	86939610	3/14/2016			Pending Application