

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM435496

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
COVER FX SKIN CARE INC.		07/11/2017	Corporation: ONTARIO
RECEIVING PARTY DATA			
Name:	Siena Lending Group LLC		
Street Address:	9 W Broad Street, 5th Floor		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06902		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Serial Number:	86428036	FLASH FUSION TECHNOLOGY	
Serial Number:	86528203	BEAUTIFUL IS CHANGING	
Serial Number:	86575481	DROP. MIX. TRANSFORM.	
Serial Number:	86528201	MAKE YOUR OWN BEAUTIFUL	
Serial Number:	78197465	COVER FX	
Serial Number:	86459602	CUSTOM COVER DROPS	
Serial Number:	77692643	FX	
Serial Number:	77100803	COSMEDIC CLINIC	
Serial Number:	86699222	CUSTOM INFUSION DROPS	
Serial Number:	86575494	SEIZE YOUR DROPPORTUNITY	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	614-280-3566		
Email:	james.murray@wolterskluwer.com		
Correspondent Name:	James Murray		
Address Line 1:	4400 Easton Commons Way, Suite 125		
Address Line 2:	CT Corporation		
Address Line 4:	Columbus, OHIO 43219		

OP \$265.00 86428036

NAME OF SUBMITTER:	Joanne BL Arnold
SIGNATURE:	/Joanne BL Arnold/
DATE SIGNED:	07/18/2017
Total Attachments: 9 source=Cover FX Skin Care - Trademark#page1.tif source=Cover FX Skin Care - Trademark#page2.tif source=Cover FX Skin Care - Trademark#page3.tif source=Cover FX Skin Care - Trademark#page4.tif source=Cover FX Skin Care - Trademark#page5.tif source=Cover FX Skin Care - Trademark#page6.tif source=Cover FX Skin Care - Trademark#page7.tif source=Cover FX Skin Care - Trademark#page8.tif source=Cover FX Skin Care - Trademark#page9.tif	

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

COVER FX SKIN CARE INC.

- ☐ Individual(s) ☐ Association
☐ Partnership ☐ Limited Partnership
☒ Corporation- State: Ontario
☐ Other _____

Citizenship (see guidelines) Canada

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) July 11, 2017

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes
☒ No

Name: Siena Lending Group LLC

Street Address: 9 W Broad Street, 5th Floor

City: Stamford

State: CT

Country: USA Zip: 06902

- ☐ Individual(s) Citizenship _____
☐ Association Citizenship _____
☐ Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____
☒ Other LLC Citizenship Delaware

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

See Exhibit A

B. Trademark Registration No.(s) _____

See Exhibit A

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Susan O'Brien

Internal Address: CT Lien Solutions

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: NY Zip: 12205

Phone Number: 800-342-3676

Docket Number: _____

Email Address: cls-udsalbany@wolterskluwer.com

6. Total number of applications and registrations involved:

10

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- ☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

Joanne BL Arnold

Name of Person Signing

July 14, 2017

Date

Total number of pages including cover sheet, attachments, and document:

9

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 006107 FRAME: 0707

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this “Agreement”), dated as of July 11, 2017, is entered into by COVER FX SKIN CARE INC., an Ontario corporation (“Debtor”), having an office at 2211 Norfolk Street, Suite 1100, Houston, Texas 77098, to and in favor of SIENA LENDING GROUP LLC, a Delaware limited liability company (together with its participants, successors and assigns, “Lender”), having an office at 9 W Broad Street, 5th Floor, Stamford, Connecticut 06902.

Recitals

A. Debtor and Lender are parties to a Loan and Security Agreement dated the same date as this Agreement (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the “Loan Agreement”), by and among Lender, Cover FX Skin Care Holdings ULC, a Nova Scotia unlimited liability company, Debtor, Cover FX Skin Care (UK) Limited, a limited liability company organized under the laws of the United Kingdom (“Cover FX UK”), and Cover FX Skin Care Limited, a Delaware corporation (“Cover FX Delaware” and together with Debtor, Cover FX UK, individually and collectively as the context may require, “Borrowers”) setting forth the terms on which Lender may now or hereafter extend credit to or for the account of Debtor and pursuant to which the Borrowers have granted to Lender a security interest in substantially all of the personal property of the Borrowers.

B. As a condition to extending credit to or for the account of Borrowers, Lender has required the execution and delivery of this Agreement by Debtor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Loan Agreement that are not otherwise defined herein shall have the meanings given to them in the Loan Agreement. In addition, the following terms have the meanings set forth below:

“Event of Default” has the meaning given in Section 5.

“Security Interest” has the meaning given in Section 2.

“Trademarks” means all of Debtor’s right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit A.

2. Security Interest. Debtor hereby irrevocably pledges and assigns to, and grants Lender a security interest (the “Security Interest”) with power of sale to the extent permitted by law, in the Trademarks to secure payment of the Obligations. This Agreement grants only the

Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

Notwithstanding the foregoing, the Debtor's grant of security in Trademarks under this Agreement shall be limited to a grant by the Debtor of a security interest in all of its right, title and interest in such Trademarks and not an assignment thereof.

3. **Representations, Warranties and Agreements.** Debtor represents, warrants and agrees as follows:

(a) **Existence; Authority.** Debtor is a corporation duly organized, validly existing and in good standing under the laws of its province of incorporation, and this Agreement has been duly and validly authorized by all necessary corporate action on the part of Debtor.

(b) **Trademarks.** Exhibit A accurately lists all Trademarks owned by Debtor as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit A need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to Debtor's or any Affiliate's business(es). If after the date hereof, Debtor owns any Trademarks not listed on Exhibit A (other than common law marks which are not material to Debtor's or any Affiliate's business(es)), or if Exhibit A ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then Debtor shall promptly provide written notice to Lender with a replacement Exhibit A, which upon acceptance by Lender shall become part of this Agreement.

(c) **Title.** Debtor has good title to each Trademark listed on Exhibit A, free and clear of all Liens except Permitted Liens. Debtor (i) will have, at the time Debtor acquires any rights in Trademarks hereafter arising, good title to each such Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Trademarks free and clear of all Liens except Permitted Liens.

(d) **No Sale.** Except as permitted in the Loan Agreement, Debtor will not assign, transfer, encumber or otherwise dispose of the Trademarks, or any interest therein, without Lender's prior written consent.

(e) **Defense.** Debtor will at its own expense and using commercially reasonable efforts, protect and defend the Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(f) **Maintenance.** Debtor will at its own expense maintain the Trademarks to the extent reasonably required for the performance of its business including, but not limited to,

filing all trademark registrations and applications therefor, and all affidavits, maintenance fees, annuities, and renewals possible with respect to trademark registrations and applications therefor. Debtor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing Lender: (i) sufficient written notice, of at least thirty (30) days, to allow Lender to timely pay any such maintenance fees or annuities which may become due on any Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(g) **Lender's Right to Take Action.** If Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) days after Lender gives Debtor written notice thereof (or, in the case of the agreements contained in subsection (f), immediately upon the occurrence of such failure, without notice or lapse of time), or if Debtor notifies Lender that it intends to abandon a Trademark, Lender may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of Debtor (or, at Lender's option, in Lender's own name) and may (but need not) take any and all other actions which Lender may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(h) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, Debtor shall pay Lender on demand the amount of all moneys expended and all costs and expenses (as more fully provided for in the Loan Agreement) incurred by Lender in connection with or as a result of Lender's taking action under subsection (g) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by Lender at the Default Rate.

(i) **Power of Attorney.** To facilitate Lender's taking action under subsection (g) and exercising its rights under Section 6, Debtor hereby irrevocably appoints (which appointment is coupled with an interest) Lender, or its delegate, as the attorney-in-fact of Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by Debtor under this Section 3, or, necessary for Lender, after the occurrence and during the continuance of an Event of Default, to enforce or use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Trademarks to any third party. Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon Payment in Full.

4. Debtor's Use of the Trademarks. Debtor shall be permitted to control and manage the Trademarks, including the right to exclude others from making, using or selling items covered by the Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (each, an "Event of Default"): the occurrence of an Event of Default, as such term is defined in the Loan Agreement.

6. Remedies. Upon the occurrence and during the continuance of an Event of Default and at any time thereafter, Lender may, at its option, take any or all of the following actions:

(a) Lender may exercise any or all remedies available under the Loan Agreement.

(b) Lender may sell, assign, transfer, pledge, encumber or otherwise dispose of the Trademarks.

(c) Lender may enforce the Trademarks and any licenses thereunder, and if Lender shall commence any suit for such enforcement, Debtor shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement.

7. Miscellaneous.

(a) This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Lender. A waiver signed by Lender shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Lender's rights or remedies.

(b) All rights and remedies of Lender shall be cumulative and may be exercised singularly or concurrently, at Lender's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other.

(c) All notices to be given to Debtor under this Agreement shall be given in the manner and with the effect provided in the Loan Agreement.

(d) Lender shall not be obligated to preserve any rights Debtor may have against prior parties, to realize on the Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Trademarks in any particular order of application.

(e) This Agreement shall be binding upon and inure to the benefit of Debtor and Lender and their respective participants, successors and assigns and shall take effect when signed by Debtor and delivered to Lender, and Debtor waives notice of Lender's acceptance hereof. Lender may execute this Agreement if appropriate for the purpose of filing, but the failure of Lender to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement.

(f) This Agreement shall be governed by the internal laws of the State of New York without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and Payment in Full.

(g) Notwithstanding anything herein to the contrary, the lien and security interest granted to the Lender pursuant to this Agreement and the exercise of any right or remedy by the Lender are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

(h) This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Agreement.

THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Trademark Security Agreement as of the date written above.

DEBTOR:

COVER FX SKIN CARE INC.

By: 

Name: Steve Nguyen

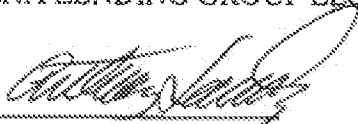
Title: Chief Financial Officer and Chief Operating
Officer

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 006107 FRAME: 0713

LENDER:

SIENA LENDING GROUP LLC

By: 
Name: Anthony Lavinio
Title: Director

By: 
Name: Steven Sanicola
Title: Director

Trademark Security Agreement

EXHIBIT A

<u>Trademark Title</u>	<u>Application No.</u>	<u>Date of Application</u>	<u>Reg. No.</u>	<u>Date of Registration</u>
FLASH FUSION TECHNOLOGY	1694804	09/22/2014	TMA937119	05/06/2016
BEAUTIFUL IS CHANGING	1713109	01/29/2015	TMA937050	05/06/2016
DROP. MIX. TRANSFORM.	1719086	03/12/2015	TMA937109	05/06/2016
MAKE YOUR OWN BEAUTIFUL	1713104	01/29/2015	TMA937123	05/06/2016
Cover Fx	1141369	05/21/2002	TMA597043	12/10/2003
CUSTOM COVER DROPS	1700128	10/28/2014	TMA937103	05/06/2016
COVER FX Design	1625258	05/02/2013	TMA882156	07/15/2014
CosMedic Clinic	1197578	11/21/2003	TMA623701	10/27/2004
CUSTOM INFUSION DROPS	1737313	07/14/2015	TMA945745	08/10/2016
SEIZE YOUR DROPPORTUNITY	1719085	03/12/2015	TMA937099	05/06/2016