

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM477619

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Schweiger Dermatology Group, LLC		06/08/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Triangle Capital Corporation		
Street Address:	3700 Glenwood Avenue		
Internal Address:	Suite 530		
City:	Raleigh		
State/Country:	NORTH CAROLINA		
Postal Code:	27612		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	86286120	ROBOTIC HAIR TRANSPLANT CENTER OF NEW YO	
Serial Number:	85210563	NEW YORK CENTER FOR HAIR RESTORATION	
Serial Number:	78532941	BERNSTEIN MEDICAL	
Serial Number:	85018990	BERNSTEIN MEDICAL CENTER FOR HAIR RESTOR	
Serial Number:	85018989	BERNSTEIN MEDICAL	
Serial Number:	78532937		
Serial Number:	78532995	BERNSTEIN MEDICAL CENTER FOR HAIR RESTOR	
CORRESPONDENCE DATA			
Fax Number:	9198216800		
<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:	9198216609		
Email:	lyoung@smithlaw.com		
Correspondent Name:	Lisa Young		
Address Line 1:	PO Box 2611		
Address Line 4:	Raleigh, NORTH CAROLINA 27602-2611		
NAME OF SUBMITTER:	Lisa Young		
SIGNATURE:	/Lisa Young/		

OP \$190.00 86286120

DATE SIGNED:	06/12/2018
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of June 8, 2018, 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 June 8, 2018 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 have received 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 June 8, 2017 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 setoff against all respective Trademarks of Grantor and the other Loan Parties, whether then owned or existing or thereafter acquired or arising but excluding any Trademarks that constitute Excluded Property (as defined in the Security Agreement);

WHEREAS, Grantor is entering into that certain Asset Purchase Agreement dated as of the date hereof, by and among by and among Bernstein Medical, P.C. (the “Seller”), solely for the purposes of Section 6.2 thereof, Robert M. Bernstein, M.D., Grantor and ES Dermatology, PLLC a New York professional service limited liability company, pursuant to which Grantor is acquiring substantially all of the assets used in the operation of the Seller’s hair restoration practice, including the Seller’s trademarks; 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: _____

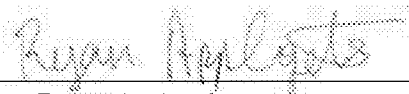
Name: _____

Title: _____


Joe Luceri
Chief Development Officer


ACCEPTED AND ACKNOWLEDGED BY:

TRIANGLE CAPITAL CORPORATION,
as Agent

By: 
Name: Ryan A. Applegate
Title: Vice President

Schedule A

Trademarks

Trademark	Serial No.	Date Filed	Reg. No.	Reg. Date	Status
ROBOTIC HAIR TRANSPLANT CENTER OF NEW YORK (standard character)	86286120	5/20/14	4820608	9/29/15	Registered
NEW YORK CENTER FOR HAIR RESTORATION (standard character)	85210563	1/5/11	4009185	8/9/11	Registered
BERNSTEIN MEDICAL (standard character)	78532941	12/15/04	3047143	1/17/06	Cancelled
BERNSTEIN MEDICAL CENTER FOR HAIR RESTORATION (standard character)	85018990	4/21/10	3886148	12/7/10	Registered
BERNSTEIN MEDICAL (standard character)	85018989	4/21/10	3886147	12/7/10	Registered
 (design only)	78532937	12/15/04	3086694	4/25/06	Registered

Trademark	Serial No.	Date Filed	Reg. No.	Reg. Date	Status
BERNSTEIN MEDICAL CENTER FOR HAIR RESTORATION (standard character)	78532995	12/15/04	3081003	4/11/06	Registered