

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM481228

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Interkontinental Investments Manufacturing, LLC		07/10/2018	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	Barings Finance LLC		
Street Address:	300 South Tryon Street		
Internal Address:	Suite 2500		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28202		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 26			
Property Type	Number	Word Mark	
Serial Number:	85720260	ACNE LIFT	
Serial Number:	77954032	AGE LATER	
Serial Number:	85437764	CELL.U.LIFT	
Serial Number:	87068938	COLLACINO	
Serial Number:	77956353		
Serial Number:	77953485	GRO-MEDIC	
Serial Number:	85466731	I AGELESS	
Serial Number:	77459672	I	
Serial Number:	85466711	I CONCEAL	
Serial Number:	86099313	ILUMA	
Serial Number:	85910533	IMAGE BABY	
Serial Number:	77953912	IMAGE MD	
Serial Number:	77952139	IMAGE SKINCARE	
Serial Number:	77953859	IMAGEHAIR RX	
Serial Number:	77953944	KOMPLEXION-S	
Serial Number:	85720227	LIGHTENING LIFT	
Serial Number:	85868721	O2 LIFT	
Serial Number:	77459666	ORMEDIC	
TRADEMARK			

CH \$665.00 85720260

Property Type	Number	Word Mark
Serial Number:	86214825	
Serial Number:	85868647	PREVENTION +
Serial Number:	87486207	RONERT MD
Serial Number:	77954243	TCA ORANGE PEEL
Serial Number:	85720549	THE SIGNATURE FACELIFT
Serial Number:	86214639	VECTORIZE TECHNOLOGY
Serial Number:	77953416	WRINKLE LIFT
Serial Number:	86950177	YANA

CORRESPONDENCE DATA

Fax Number:

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: 212-294-2684
Email: trademarkny@winston.com
Correspondent Name: Megan M. Pirooz
Address Line 1: 35 W. Wacker Drive
Address Line 2: Winston & Strawn LLP
Address Line 4: Chicago, ILLINOIS 60601-9703

ATTORNEY DOCKET NUMBER:	014044.00123
NAME OF SUBMITTER:	Megan M. Pirooz
SIGNATURE:	/Megan M. Pirooz by trademarkny/
DATE SIGNED:	07/10/2018

Total Attachments: 8

source=Barings - Image Trademark Security Agreement (Executed)#page1.tif
source=Barings - Image Trademark Security Agreement (Executed)#page2.tif
source=Barings - Image Trademark Security Agreement (Executed)#page3.tif
source=Barings - Image Trademark Security Agreement (Executed)#page4.tif
source=Barings - Image Trademark Security Agreement (Executed)#page5.tif
source=Barings - Image Trademark Security Agreement (Executed)#page6.tif
source=Barings - Image Trademark Security Agreement (Executed)#page7.tif
source=Barings - Image Trademark Security Agreement (Executed)#page8.tif

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of July 10, 2018 (as amended, restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by the entities identified as grantors on the signature pages hereto (individually, a “**Grantor**,” and, collectively, the “**Grantors**”) in favor of Barings Finance LLC, as Administrative Agent and Collateral Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the “**Administrative Agent**”).

WHEREAS, the Grantors are party to a Security Agreement, dated as of July 10, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) between each of the Grantors and the other grantors party thereto and the Administrative Agent pursuant to which the Grantors granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Administrative Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

As security for the payment or performance in full of the Secured Obligations, including the Guaranteed Obligations, each Grantor hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or hereafter owned by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”); *provided*, that the Trademark Collateral shall not include any Excluded Assets:

- (i) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names other source or business identifiers, all registrations thereof, and all registration applications filed in connection therewith, including registration applications filed in the United States Patent and Trademark Office (“**USPTO**”), including the registrations and registrations applications listed in Schedule A hereto, or any similar offices in any State of the United States or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by a Grantor; and (b) all goodwill connected with the use thereof and symbolized thereby,

- (ii) all additions and improvements to the foregoing, renewals and extensions thereof, rights to sue or otherwise recover for infringements or other violations thereof,
- (iii) all rights corresponding to the foregoing throughout the world, and
- (iv) to the extent not otherwise included, all Proceeds, products, accessions, rents and profits of any and all of the foregoing, in whatever form.

SECTION 2.1 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing, and acceptance by the USPTO, of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark 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. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. RECORDATION

Each Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

SECTION 5. TERMINATION

This Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than any outstanding indemnification obligations). Upon the termination of this Agreement, the Administrative Agent shall execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. GOVERNING LAW

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW PRINCIPLES THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

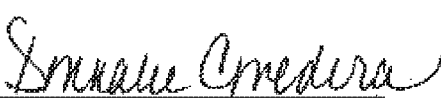
SECTION 7. COUNTERPARTS

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

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

INTERKONTINENTAL INVESTMENTS
MANUFACTURING, LLC

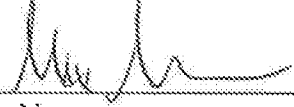
By: 

Name: Donnalee Corredera

Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

BARINGS FINANCE LLC,
as Administrative Agent

By: 

Name:

L. Max McEwen



Title:


Managing Director

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES
TRADEMARK REGISTRATIONS AND APPLICATIONS

Country	Trademark	Status	Class(es)	Serial No.	Filing Date	Reg. No.	Reg. Date	Owner Name	Next Action Due
United States	ACNE LIFT	Registered	Class 3	85720260	09/04/2012	4412397	10/01/2013	Interkontinental Investments Manufacturing, LLC	8 (6th yr) Due 10/1/2019
United States	AGE LATER	Registered	Class 3	77954032	03/09/2010	3860634	10/12/2010	Interkontinental Investments Manufacturing, LLC	Renewal Due 10/12/2020
United States	CELL.U.LIFT	Registered	Class 3	85437764	10/03/2011	4240560	11/13/2012	Interkontinental Investments Manufacturing, LLC	8&15 (6th yr) Due 11/13/2018
United States	COLLAGINO	Pending Application	Class 5	87068938	06/13/2016			Interkontinental Investments Manufacturing, LLC	NOA - SOL/4h EXT Due 12/27/2018
United States		Registered	Class 3	77956353	03/11/2010	3863770	10/19/2010	Interkontinental Investments Manufacturing, LLC	Renewal Due 10/19/2020
United States	GRO-MEDIC	Registered	Class 3	77953485	03/08/2010	3863551	10/19/2010	Interkontinental Investments Manufacturing, LLC	Renewal Due 10/19/2020
United States	I AGELESS	Registered	Class 3	85466731	11/08/2011	4224508	10/16/2012	Interkontinental Investments Manufacturing, LLC	8&15 (6th yr) Due 10/16/2018

Country	Trademark	Status	Class(es)	Serial No.	Filing Date	Reg. No.	Reg. Date	Owner Name	Next Action Due
United States		Registered	Class 3	77459672	04/28/2008	3691136	10/06/2009	Interkontinental Investments Manufacturing, LLC	Renewal Due 10/6/2019
United States	I CONCEAL	Registered	Class 3	85466711	11/08/2011	4350950	06/11/2013	Interkontinental Investments Manufacturing, LLC	8&15 (6th yr) Due 6/11/2019
United States	ILUMA	Registered	Class 3	86099313	10/23/2013	4748797	06/02/2015	Interkontinental Investments Manufacturing, LLC	8&15 (6th yr) Due 6/9/2021
United States	IMAGE BABY	Registered	Class 3	85910533	04/22/2013	5078222	11/08/2016	Interkontinental Investments Manufacturing, LLC	8&15 (6th yr) Due 11/8/2022
United States	IMAGE MD	Registered	Class 3	77953912	03/09/2010	3863582	10/19/2010	Interkontinental Investments Manufacturing, LLC	Renewal Due 10/19/2020
United States	IMAGE SKINCARE	Registered	Class 3	77952139	03/05/2010	3863478	10/19/2010	Interkontinental Investments Manufacturing, LLC	Renewal Due 10/19/2020
United States	IMAGEHAIR RX	Registered	Class 3	77953859	03/09/2010	3863575	10/19/2010	Interkontinental Investments Manufacturing, LLC	Renewal Due 10/19/2020
United States	KOMPLEXION-S	Registered	Class 3	77953944	03/09/2010	3956631	05/10/2011	Interkontinental Investments Manufacturing, LLC	Renewal Due 5/10/2021
United States	LIGHTENIN GLIFT	Registered	Class 3	85720227	09/04/2012	4404915	09/17/2013	Interkontinental Investments Manufacturing, LLC	8 (6th yr) Due 9/17/2019
United States		Registered	Class 3	85868721	03/06/2013	4428368	11/05/2013	Interkontinental Investments Manufacturing, LLC	8&15 (6th yr) Due 11/5/2019

Country	Trademark	Status	Class(es)	Serial No.	Filing Date	Reg. No.	Reg. Date	Owner Name	Next Action Due
United States	ORMEDIC	Registered	Class 3	77459666	04/28/2008	3618478	05/12/2009	Interkontinental Investments Manufacturing, LLC	Renewal Due 5/12/2019
United States		Registered	Class 3	86214825	03/07/2014	4722410	04/21/2015	Interkontinental Investments Manufacturing, LLC	8&15 (6th yr) Due 4/21/2021
United States	PREVENTION +	Registered	Class 3	85868647	03/06/2013	4418192	10/15/2013	Interkontinental Investments Manufacturing, LLC	8&15 (6th yr) Due 10/15/2019
United States	RONERT MD	Registered	Class 3	87486207	06/13/2017	5403682	02/13/2018	Interkontinental Investments Manufacturing, LLC	Section 8 (6th yr) Due 2/13/2024
United States	TCA ORANGE PEEL	Registered	Class 44	77954243	03/09/2010	3956636	05/10/2011	Interkontinental Investments Manufacturing, LLC	Renewal Due 5/10/2021
United States	THE SIGNATURE FACELIFT	Registered	Class 3	85720549	09/05/2012	4538685	05/27/2014	Interkontinental Investments Manufacturing, LLC	8&15 (6th yr) Due 5/27/2020
United States	VECTORIZE TECHNOLOGY	Registered	Class 3	86214639	03/07/2014	4624324	10/21/2014	Interkontinental Investments Manufacturing, LLC	8&15 (6th yr) Due 10/21/2020
United States	WRINKLE LIFT	Registered	Class 44	77953416	03/08/2010	3956626	05/10/2011	Interkontinental Investments Manufacturing, LLC	Renewal Due 5/10/2021
United States	YANA	Registered	Class 5	86950177	03/23/2016	5219551	06/06/2017	Interkontinental Investments Manufacturing, LLC	8&15 (6th yr) Due 6/6/2023