

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM488501

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
QUALDERM PARTNERS, LLC		09/04/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	HAYFIN SERVICES LLP		
Street Address:	One Eagle Place		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	SW1Y6AF		
Entity Type:	Limited Liability Partnership: UNITED KINGDOM		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86584666	QUALDERM	
Serial Number:	87688999	QUALDERM PARTNERS	
CORRESPONDENCE DATA			
Fax Number:	7037607777		
<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:	7037607360		
Email:	hcheng@mofo.com		
Correspondent Name:	Hsiao-Ting Cheng		
Address Line 1:	1650 Tysons Boulevard		
Address Line 2:	Morrison & Foerster LLP		
Address Line 4:	McLean, VIRGINIA 22102		
ATTORNEY DOCKET NUMBER:	72862-30		
NAME OF SUBMITTER:	Miranda Bullard		
SIGNATURE:	/Miranda Bullard/		
DATE SIGNED:	09/04/2018		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of September 4, 2018 (this "Agreement"), is made by QUALDERM PARTNERS, LLC, a Delaware limited liability company (the "Grantor"), in favor of HAYFIN SERVICES LLP, as administrative agent for the Lenders under the Credit Agreement (as defined below) (in such capacity, together with its successors, transferees or assignees, the "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to a Credit Agreement and Guaranty, dated as of August 16, 2018 (as amended or otherwise modified from time to time, the "Credit Agreement"), by and among QDP HOLDCO 1, INC., a Delaware corporation, QDP HOLDCO 2, INC., a Delaware corporation, CCIV GCD BLOCKER, LLC, a Delaware limited liability company, QUALDERM PARTNERS, LLC, a Delaware limited liability company (the "Borrower"), QUALDERM PARTNERS OF OH ASC, LLC, a Delaware limited liability company, the lenders from time to time party thereto (collectively, the "Lenders") and the Agent, the Lenders have made Loans to the Borrower;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Pledge and Security Agreement (as amended, supplemented, restated, extended, renewed or replaced from time to time, the "Security Agreement"), dated as of September 4, 2018, among the Grantors party thereto and the Agent;

WHEREAS, pursuant to the Credit Agreement and pursuant to Section 4.01(d) of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Agent, for the benefit of the Secured Parties, a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Secured Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby assigns, pledges, hypothecates, charges, mortgages, delivers, and transfers to the Agent, for the benefit of the Secured Parties, and hereby grants to Agent, for the benefit of the Secured Parties, a continuing security interest in all of the following property, whether now or hereafter existing or acquired by the Grantor (the "Trademark Collateral") (except to the extent constituting Excluded Collateral):

(a) (i) all of its trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks,

collective marks, logos and other source or business identifiers of the Grantor, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including those referred to in Item A of Schedule I, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any state thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively, the "Trademark");

(b) all Trademark licenses for the grant by or to the Grantor of any right to use any Trademark, including each Trademark license referred to in Item B of Schedule I;

(c) all of the goodwill of the business connected with the use of, and symbolized by, the items described in, clause (a), and to the extent applicable clause (b);

(d) the right to sue third parties for past, present and future infringements of any Trademark described in clause (a) and, to the extent applicable, clause (b); and

(e) all Proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Agent, for the benefit of the Secured Parties, under the Security Agreement. The Security Agreement (and all rights and remedies of the Agent, for the benefit of the Secured Parties, thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Liens. Upon (i) the Disposition of Trademark Collateral in accordance with the Credit Agreement or (ii) the termination of the Credit Agreement, the security interests granted herein shall automatically terminate with respect to (A) such Trademark Collateral (in the case of clause (i)) or (B) all Trademark Collateral (in the case of clause (ii)). Upon any such Disposition or termination, the Agent will, at the Grantor's sole expense, deliver to the Grantor, without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by the Agent, for the benefit of the Secured Parties, hereunder and execute and deliver to the Grantor such Documents as the Grantor shall reasonably request to evidence such termination.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the

terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

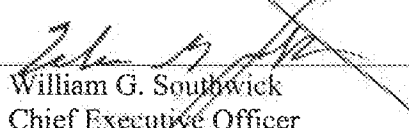
SECTION 6. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Article XII thereof.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its Authorized Officer as of the date first above written.

QUALDERM PARTNERS, LLC

By: 
Name: William G. Southwick
Title: Chief Executive Officer

HAYFIN SERVICES LLP, as the Agent

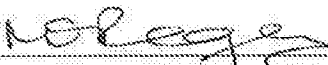
By: _____
Name:
Title:

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its Authorized Officer as of the date first above written.

QUALDERM PARTNERS, LLC

By: _____
Name:
Title:

HAYFIN SERVICES LLP, as the Agent

By:  _____
Name: *Nicola O'Regan*
Title: *Authorised signatory*

SCHEDULE I
to Trademark Security Agreement

Item A Trademarks

Registered Trademarks

None.

Pending Trademark Applications

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
United States	QUALDERM	86584666	August 1, 2015
United States	QUALDERM PARTNERS	87688999	November 17, 2017

Item B Trademark Licenses

None.