

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM492568

<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>
EBS ENTERPRISES LLC		10/02/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	THL CORPORATE FINANCE, INC., as Agent		
<b>Street Address:</b>	100 Federal Street, 31st Floor		
<b>Internal Address:</b>	Attention: Garrett Stephen		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02110		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4308159	48 HOUR SIX PACK	
<b>Registration Number:</b>	4778054	AIRSCULPT	
<b>Registration Number:</b>	4308158	ELITE BODY SCULPTURE	
<b>Registration Number:</b>	4357821		
<b>Registration Number:</b>	4273356	IF YOU CAN PINCH IT, WE CAN TAKE IT	
<b>Registration Number:</b>	4476359	NO NEEDLE, NO SCALPEL, NO STITCHES	
<b>Registration Number:</b>	4908287	REVISIONSCULPT	
<b>Registration Number:</b>	4273354	SECOND BABY SYNDROME	
<b>Registration Number:</b>	4860286	TINY TUCK	
<b>Serial Number:</b>	87620211	AIRSCULPT IS FOR EVERYBODY	
<b>Serial Number:</b>	87553930	POWER BBL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2126983599		
<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>			
<b>Phone:</b>	2126983500		
<b>Email:</b>	patents@dechert.com		
<b>Correspondent Name:</b>	DECHERT LLP/Thomas A. Rayski		

CH \$290.00 4308159

**Address Line 1:** 1095 AVENUE OF THE AMERICAS  
**Address Line 4:** NEW YORK, NEW YORK 10036-6797

**ATTORNEY DOCKET NUMBER:** 386893-162789

**NAME OF SUBMITTER:** Thomas A. Rayski

**SIGNATURE:** /Thomas A. Rayski/

**DATE SIGNED:** 10/03/2018

**Total Attachments: 7**

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**TRADEMARK SECURITY AGREEMENT**

This **TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”) is made this October 2, 2018, by and among **EBS ENTERPRISES LLC**, a Delaware limited liability company (the “**Grantor**”) and **THL CORPORATE FINANCE, INC.**, a Delaware corporation (“**THL**”), as administrative agent and collateral agent for the Lenders (in such capacities, together with its successors and assigns in such capacities, the “**Agent**”) acting pursuant to this Agreement for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below). All capitalized terms not defined herein shall have the meaning ascribed to them in the Credit Agreement or the Security Agreement, as applicable.

**RECITALS**

**WHEREAS**, **EBS INTERMEDIATE PARENT LLC**, a Delaware limited liability company (“**Holdings**”), **EBS INTERMEDIATE LLC**, a Delaware limited liability company (“**Intermediate Holdings**”), the Grantor, the other Subsidiaries thereafter designated as Guarantors pursuant to Section 8.11 of the Credit Agreement, the lenders from time to time party thereto (each a “**Lender**” and, collectively, the “**Lenders**”) and the Agent, have entered into a Credit Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”);

**WHEREAS**, in connection with the Credit Agreement, the Credit Parties, including the Grantor, have entered into the Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Agent, for the benefit of the Secured Parties; and

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

**NOW, THEREFORE, IT IS AGREED:**

1. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** The Grantor hereby pledges, collaterally assigns and transfers to the Agent, and hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in, all of the following, whether now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest, wherever located (collectively, the “**Trademark Collateral**”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations:

(a) all rights, priorities and privileges relating to Trademarks and Trademark Licenses, whether arising under United States, multinational or foreign laws or otherwise, including, without limitation, the Trademarks and the Trademark Licenses referred to on Schedule I, all goodwill associated therewith, and all rights to sue at law or in equity for any past, present and future infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom;

(b) all books, records, and information pertaining to the Trademark Collateral, and all rights of access to such books, records, and information; and

(c) to the extent not otherwise included, all Proceeds, Supporting Obligations and products of, and all income, royalties and other payments now or hereafter due and payable with respect to, any and all of the foregoing and all collateral security, liens, guarantees, rights, remedies and privileges given by any Person with respect to any of the foregoing.

Notwithstanding the foregoing, "Trademark Collateral" shall not include the Excluded Collateral.

2. SECURITY FOR OBLIGATIONS. This Agreement and the security interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the Grantor to the Agent or any Secured Party, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding under the Bankruptcy Code involving the Grantor.

3. SECURITY AGREEMENT. The security interest granted pursuant to this Agreement is granted in conjunction with the security interests granted to the Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the 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. To the extent there is any inconsistency between this Agreement and the Security Agreement, the Security Agreement shall control.

4. AUTHORIZATION TO SUPPLEMENT. If the Grantor shall obtain rights to any new Trademarks or Trademark Licenses, the provisions of this Agreement shall automatically apply thereto. The Grantor shall give prompt notice in writing to the Agent with respect to any such new Trademarks or Trademark Licenses or renewal or extension of any Trademark registration. Without limiting the Grantor's obligations under this Section 4, the Grantor hereby authorizes the Agent unilaterally to modify this Agreement by amending Schedule I to include any such new Trademark rights or Trademark Licenses of the Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy, facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. The effectiveness of this Agreement, the counterparts hereof and the signatures hereto shall have the same force and effect as manually signed originals and shall be binding on all parties hereto.

6. CONSTRUCTION. The rules of construction specified in Section 1.02 of the Credit Agreement also apply to this Agreement.

7. GOVERNING LAW. **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS.**

[signature page follows]

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

**GRANTOR:**

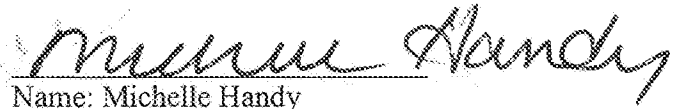
**EBS ENTERPRISES LLC,**  
a Delaware limited liability company

By: Adam Feinstein  
Name: Adam Feinstein  
Title: President

AGENT:

THL CORPORATE FINANCE, INC.,  
as Agent

By:



Name: Michelle Handy


Title: Managing Director

*[Signature Page to Trademark Security Agreement]*

**TRADEMARK**  
**REEL: 006487 FRAME: 0956**

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

Registered Trademarks

<u>Name of Grantor</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
EBS Enterprises LLC (f/k/a Rollins Enterprises, LLC)	United States	4308159	16-Mar-2013	15-Jun-2012	Rollins Enterprises, LLC	48 HOUR SIX PACK
EBS Enterprises LLC (f/k/a Rollins Enterprises, LLC)	United States	4778054	21-Jul-2015	10-Dec-2013	Rollins Enterprises, LLC	AIRSCULPT
EBS Enterprises LLC (f/k/a Rollins Enterprises, LLC)	United States	4308158	26-Mar-2013	15-Jun-2012	Rollins Enterprises, LLC	ELITE BODY SCULPTURE
EBS Enterprises LLC (f/k/a Rollins Enterprises, LLC)	United States	4357821	25-Jun-2013	26-Oct-2012	Rollins Enterprises, LLC	HOURGLASS DESIGN 
EBS Enterprises LLC (f/k/a Rollins Enterprises, LLC)	United States	4273356	08-Jan-2013	25-Jan-2012	Rollins Enterprises, LLC	IF YOU CAN PINCH IT, WE CAN TAKE IT
EBS Enterprises LLC (f/k/a Rollins Enterprises, LLC)	United States	4476359	28-Jan-2014	09-May-2013	Rollins Enterprises, LLC	NO NEEDLE, NO SCALPEL, NO STICHES
EBS Enterprises LLC (f/k/a Rollins Enterprises, LLC)	United States	4908287	01-Mar-2016	23-Jul-2015	Rollins Enterprises, LLC	REVISIONSCULPT
EBS Enterprises LLC (f/k/a Rollins Enterprises, LLC)	United States	4273354	08-Jan-2013	01-Jan-2012	Rollins Enterprises, LLC	SECOND BABY SYNDROME



<u>Name of Grantor</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
EBS Enterprises LLC (f/k/a Rollins Enterprises, LLC)	United States	4860286	24-Nov-2015	27-Nov-2013	Rollins Enterprises, LLC	TINY TUCK

Pending Trademark Applications

<u>Name of Grantor</u>	<u>Jurisdiction</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Applicant</u>	<u>Mark</u>
EBS Enterprises LLC (f/k/a Rollins Enterprises, LLC)	United States	87/620211	24-Sep-2017	Rollins Enterprises, LLC	AIRSCULPT IS FOR EVERYBODY
EBS Enterprises LLC (f/k/a Rollins Enterprises, LLC)	United States	87/553,930	2-Aug-2017	Rollins Enterprises, LLC	POWER BBL

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

25057288.2.BUSINESS

**RECORDED: 10/03/2018**

**TRADEMARK  
REEL: 006487 FRAME: 0958**