

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM506292

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SDG MGMT COMPANY, LLC		12/07/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CRESTLINE DIRECT FINANCE, L.P.		
Street Address:	201 Main Street		
Internal Address:	Suite 1900		
City:	Fort Worth		
State/Country:	TEXAS		
Postal Code:	76102		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
Registration Number:	3886147	BERNSTEIN MEDICAL	
Registration Number:	3886148	BERNSTEIN MEDICAL CENTER FOR HAIR RESTOR	
Registration Number:	3081003	BERNSTEIN MEDICAL CENTER FOR HAIR RESTOR	
Registration Number:	4820608	ROBOTIC HAIR TRANSPLANT CENTER OF NEW YO	
Registration Number:	4009185	NEW YORK CENTER FOR HAIR RESTORATION	
Registration Number:	3086694		
Registration Number:	5247248	DR. SCHWEIGER SKIN SOLUTIONS	
Registration Number:	4734017	SPATIQUE MEDICAL SPA	
Registration Number:	4734016	SPATIQUE	
Registration Number:	4496325	CLEARCLINIC	
Registration Number:	4464128	CLEARCLINIC	
Registration Number:	4449189	CLEAR CLINIC	
Registration Number:	4428751	FLY IN FOR CLEAR SKIN	
Registration Number:	4432120	CLEAR CLUB	
Registration Number:	4389879	PERSONAL ACNE COACH	
Registration Number:	4373313	F.A.S.T.	
Registration Number:	4373228	CLEARCLINIC	
Registration Number:	4760555	CLEARCLINIC	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	4339643	CLEAR CLINIC
Registration Number:	4743921	CLEAR CLINIC
Registration Number:	2099163	DERM EXCELLENCE
Registration Number:	4351599	DERMONE
Registration Number:	4351676	DERMONE

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: 2122942684

Email: trademarkny@winston.com

Correspondent Name: Nick Gurguis

Address Line 1: 2121 North Pearl Street, Suite 900

Address Line 2: Winston & Strawn LLP

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	180253.00010
NAME OF SUBMITTER:	Nick Gurguis
SIGNATURE:	/Nick Gurguis by trademarkny/
DATE SIGNED:	01/17/2019

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “**IP Security Agreement**”) is made and effective as of December 7, 2018, by **SDG MGMT COMPANY, LLC**, Delaware limited liability company (“**Borrower**” or “**Grantor**”), in favor of **CRESTLINE DIRECT FINANCE, L.P.**, as Collateral Agent (“**Agent**”), with its mailing address at 201 Main Street, Suite 1900, Fort Worth, Texas 76102. Capitalized terms used in this IP Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the Credit Agreement or the Security Agreement (each as defined below).

RECITALS

WHEREAS, pursuant to that certain Credit and Guaranty Agreement, dated as of the date hereof, by and among Grantor, SDG Holding Company, LLC, a Delaware limited liability company, ESS Holdings Corp., a Delaware corporation, certain Subsidiaries of Grantor party thereto from time to time, the Lenders party thereto from time to time and Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), the Lenders have agreed, subject to the terms and conditions set forth therein, to make extensions of credit to Grantor (the “**Loans**”);

WHEREAS, as a condition precedent to the making of the Loans by the Lenders under the Credit Agreement, Grantor has executed and delivered to Agent that certain Pledge and Security Agreement, dated as of the date hereof, by and among the Grantor, certain affiliates of Grantor party thereto from time to time, and Agent (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”); and

WHEREAS, under the terms of the Security Agreement, Grantor has granted to Agent, for the benefit of the Secured Parties (as defined in the Security Agreement), a security interest in, among other property, certain intellectual property of Grantor, and has agreed to execute and deliver this IP Security Agreement for recording with Governmental Authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright office;

NOW, THEREFORE, in consideration of the willingness of Agent and the Lenders to enter into the Credit Agreement and to agree, subject to the terms and conditions set forth therein, to make the Loans pursuant thereto, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

AGREEMENT

1. **Grant of Security Interest.** To secure the prompt and complete payment and performance in full of the Obligations under the Credit Documents of Grantor when the same shall become due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. §362(a) (and any successor provision thereof)), Grantor hereby grants to Agent, for the ratable benefit of the Secured Parties, a continuing security interest in all of the right, title and interest of Grantor in and to any

and all of the following collateral, whether now owned or hereafter acquired (the “**IP Collateral**”):

(a) The U.S. and foreign copyrights, associated copyright registrations and applications for copyright registration, set forth on Schedule A attached hereto (collectively, the “**Copyrights**”);

(b) The U.S. and foreign patents and patent applications set forth on Schedule B attached hereto, including, without limitation, renewals, divisions, continuations, reissues, extensions and continuations-in-part of the same (collectively, the “**Patents**”);

(c) The U.S., state and foreign trademark and service mark registrations, trademark and service mark applications set forth on Schedule C attached hereto and all goodwill associated with the foregoing (collectively, the “**Trademarks**”), excluding any “intent-to-use” trademark applications to the extent that, and solely during the period in which, the grant, attachment, or enforcement of a security interest therein would, under federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(d) Any and all claims and causes of action for past, present or future infringement of any of the foregoing, with the right, but not the obligation, to sue for and collect damages for infringement of the foregoing;

(e) Any and all licenses or rights granted under any of the foregoing, and all license fees and royalties arising from such licenses or rights, in each case to the extent permitted by such licenses or rights;

(f) Any and all amendments, renewals, extensions, reissuances and replacements of any of the foregoing; and

(g) Any and all products and proceeds of any of the foregoing.

2. Requested Recordation. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authority to which this IP Security Agreement is submitted) file and record this IP Security Agreement (and any corresponding or separate forms of such jurisdiction) in order to publicly reflect the interests of Agent and the Lenders in the IP Collateral.

3. Release. Unless otherwise agreed in writing by the parties, the security interests granted herein will terminate (and all rights to the IP Collateral will revert to the Grantor) upon satisfaction of the following conditions: (a) payment and performance in full of all the Obligations secured hereby unconditionally and (b) the termination of the Credit Agreement (except for any obligations designated thereunder as continuing on an unsecured basis). Upon any such termination, Agent (at the Grantor’s request and sole expense) will promptly execute and deliver to the Grantors (with such customary representations and warranties from a secured lender releasing its lien as the Grantor may reasonably request) such documents as the Grantor may reasonably request and as are provided to Agent to evidence such termination.

4. Authorization to Supplement. If Grantor shall obtain rights to any new IP

Collateral, the provisions of this IP Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any new IP Collateral or renewal or extension of any registration thereof. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Agent unilaterally to modify this IP Security Agreement at any time and from time to time by amending the schedules to include any other or additional IP Collateral of Grantor, in each case, without any notice to, or the consent of, Grantor. Notwithstanding the foregoing, no failure to so modify this IP Security Agreement or amend the schedules thereto shall in any way affect, invalidate, or detract from Agent's continuing security interest in all IP Collateral, whether or not listed on the attached schedules.

5. Miscellaneous.

(a) This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to Agent, for the ratable benefit of the Secured Parties, under the Security Agreement. The rights and remedies of the Grantor and Agent with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Security Agreement, all terms and provisions of which are hereby incorporated herein by reference. Grantor acknowledges and agrees that the obligations, representations, warranties and covenants contained in the Security Agreement shall not be superseded hereby but shall remain in effect to the extent provided therein. If any provisions of this IP Security Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

(b) This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document. Each such counterpart will be deemed to be an original, but all counterparts together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this IP Security Agreement by facsimile or other electronic transmission shall be effective as delivery of an original manually executed counterpart of this IP Security Agreement.

(c) THIS IP SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.

[Remainder of Page Intentionally Blank; Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this IP Security Agreement as of the date first written above.

GRANTOR:

SDG MGMT COMPANY, LLC

By: 

Name: Benjamin A. Selzer

Title: Chief Financial Officer

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK
REEL: 006528 FRAME: 0041

SCHEDULE A

COPYRIGHT COLLATERAL

Registered Copyrights:

Record Owner	Copyright Title	Registration Date	Registration No.	Jurisdiction
N/A				

Pending Copyright Applications:

Record Owner	Copyright Title	Application Date	Application No.	Jurisdiction
N/A				

SCHEDULE B
PATENT COLLATERAL

Registered Patents:

Record Owner	Title/Description	Serial No.	Patent No.	Issue Date	Jurisdiction
N/A					


Pending Patent Applications:

Record Owner	Title/Description	Serial No.	Patent No.	Filing Date	Jurisdiction
N/A					

SCHEDULE C

TRADEMARK COLLATERAL

Registered Trademarks:

Record Owner	Trademark	Registration Date	Registration No.	Jurisdiction
SDG Mgmt Company, LLC	BERNSTEIN MEDICAL	12/7/2010	3886147	U.S.A.
SDG Mgmt Company, LLC	BERNSTEIN MEDICAL CENTER FOR HAIR RESTORATION	12/7/2010	3886148	U.S.A.
SDG Mgmt Company, LLC	BERNSTEIN MEDICAL CENTER FOR HAIR RESTORATION	04/11/2006	3081003	U.S.A.
SDG Mgmt Company, LLC	ROBOTIC HAIR TRANSPLANT CENTER OF NEW YORK	09/29/2015	4820608	U.S.A.
SDG Mgmt Company, LLC	NEW YORK CENTER FOR HAIR RESTORATION	08/09/2011	4009185	U.S.A.
SDG Mgmt Company, LLC		04/25/2006	3086694	U.S.A.
SDG Mgmt Company, LLC	DR. SCHWEIGER SKIN SOLUTIONS	7/18/2017	5247248	U.S.A.
SDG Mgmt Company, LLC	SPATIQUE MEDICAL SPA	5/12/2015	4734017	U.S.A.
SDG Mgmt Company, LLC	SPATIQUE	5/12/2015	4734016	U.S.A.
SDG Mgmt Company, LLC	CLEARCLINIC (logo)	3/11/2014	4496325	U.S.A.
SDG Mgmt Company, LLC	CLEARCLINIC (logo)	1/7/2014	4464128	U.S.A.

Record Owner	Trademark	Registration Date	Registration No.	Jurisdiction
SDG Mgmt Company, LLC	CLEAR CLINIC	12/10/2013	4449189	U.S.A.
SDG Mgmt Company, LLC	FLY IN FOR CLEAR SKIN	11/5/2013	4428751	U.S.A.
SDG Mgmt Company, LLC	CLEAR CLUB	11/12/2013	4432120	U.S.A.
SDG Mgmt Company, LLC	PERSONAL ACNE COACH	8/20/2013	4389879	U.S.A.
SDG Mgmt Company, LLC	F.A.S.T.	7/23/2013	4373313	U.S.A.
SDG Mgmt Company, LLC	CLEARCLINIC (logo)	7/23/2013	4373228	U.S.A.
SDG Mgmt Company, LLC	CLEARCLINIC (logo)	7/23/2015	4760555	U.S.A.
SDG Mgmt Company, LLC	CLEAR CLINIC	5/21/2013	4339643	U.S.A.
SDG Mgmt Company, LLC	CLEAR CLINIC	5/26/2015	4743921	U.S.A.
SDG Mgmt Company, LLC	DERM EXCELLENCE	09/23/1997	2099163	U.S.A.
SDG Mgmt Company, LLC	DERMONE	6/11/2013	4351599	U.S.A.
SDG Mgmt Company, LLC	DERMONE (logo)	6/11/2013	4351676	U.S.A.

Pending Trademark Applications:

Record Owner	Trademark	Application No.	Application Date	Jurisdiction
SDG Mgmt Company, LLC	CLEAR CLINIC	Pending App No.: 1849976	Pending App Date: 07/28/2017	Canada
SDG Mgmt Company, LLC	CLEARCLINIC (word plus logo design)	Pending App No.: 1849977	Pending App Date: 07/28/2017	Canada