

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM517465

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CLARITY CLINICAL SKIN CARE, INC.		04/04/2019	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Ares Capital Corporation		
Street Address:	245 Park Avenue, 44th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	4097976	CLARITY RX	
Registration Number:	5537122	SOMEBODY TO LOVE	
Registration Number:	5238289	IT'S BECOMING	
Registration Number:	5044650	CLARITY LIGHTS	
Registration Number:	4948032	SLEEP IT OFF	
Registration Number:	4928909	SOL SOFT	
Registration Number:	4928910	SOL CONSERVAR	
Registration Number:	4928914	SOL SHINE	
Registration Number:	4712604	CALL ME IN THE MORNING	
Registration Number:	4712606	GET FIT	
Registration Number:	4711957	DAILY DOSE OF WATER	
Registration Number:	4767423	TAKE IT EASY	
Serial Number:	88223456	PUCKER POWER	
CORRESPONDENCE DATA			
Fax Number:	2129692900		
<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:	212-969-3000		
Email:	ypan@proskauer.com		
TRADEMARK			

CH \$340.00 4097976

Correspondent Name: William Majeski
Address Line 1: Proskauer Rose LLP
Address Line 2: Eleven Times Square
Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER: 11668-347

NAME OF SUBMITTER: William Majeski

SIGNATURE: /William Majeski/

DATE SIGNED: 04/04/2019

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of April 4, 2019 (as amended, restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by CLARITY CLINICAL SKIN CARE, INC., a California corporation (“**Grantor**”) in favor of Ares Capital Corporation, as Administrative Agent and Collateral Agent for the Secured Parties (in such capacities and together with its successors and permitted assigns, the “**Administrative Agent**”).

WHEREAS, Grantor is party to that certain Security Agreement, dated as of October 31, 2018 (as supplemented by that certain Security Agreement Supplement, dated as of the date hereof, and as further amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among Grantor, the other grantors party thereto and the Administrative Agent pursuant to which Grantor granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby agrees 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

Grantor, as security for the payment and performance in full of the Secured Obligations of Grantor (including, if Grantor is a Guarantor, the Secured Obligations of Grantor arising under the Guaranty), hereby grants and pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all right, title and interest in or to any and all of the following assets and properties, wherever located and whether now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

- (i) all Trademarks, including those listed on Schedule A hereto,
- (ii) all rights to sue or otherwise recover for infringements, dilutions or other violations thereof, and
- (iii) to the extent not otherwise included, all Proceeds, products, accessions, rents and profits of any and all of the foregoing;

provided that the Trademark Collateral shall not include any Excluded Assets.

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 hereof attach to any “intent-to-use” trademark application prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, 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, or void, such "intent-to-use" trademark application, or any registration that may issue therefrom, under applicable federal law.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and Grantor hereby acknowledges and affirms 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 Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. RECORDATION

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

SECTION 5. TERMINATION

This Trademark Security 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 in accordance with the Loan Documents. Upon the termination of this Trademark Security Agreement, the Administrative Agent shall execute all documents, make all filings, and take all other actions reasonably requested by Grantor, and at Grantor's sole cost and expense, to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. GOVERNING LAW

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. COUNTERPARTS

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

CLARITY CLINICAL SKIN CARE, INC., as a
Grantor

By: Drs H. V. B.
Name: Douglas H. Vandenberg
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006609 FRAME: 0923

ACCEPTED AND ACKNOWLEDGED BY:

ARES CAPITAL CORPORATION,
as Administrative Agent and Collateral Agent

By: Michael L. Smith
Name: MICHAEL L. SMITH
Title: AUTHORIZED SIGNATORY

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Grantor	Mark	Registration No.	Registration Date
CLARITY CLINICAL SKIN CARE, INC.	CLARITY RX	4097976	14-FEB-2012
CLARITY CLINICAL SKIN CARE, INC.	SOMEBODY TO LOVE	5537122	07-AUG-2018
CLARITY CLINICAL SKIN CARE, INC.	IT'S BECOMING	5238289	04-JUL-2017
CLARITY CLINICAL SKIN CARE, INC.	CLARITY LIGHTS	5044650	20-SEP-2016
CLARITY CLINICAL SKIN CARE, INC.	SLEEP IT OFF	4948032	26-APR-2016
CLARITY CLINICAL SKIN CARE, INC.	SOL SOFT	4928909	29-MAR-2016
CLARITY CLINICAL SKIN CARE, INC.	SOL CONSERVAR	4928910	29-MAR-2016
CLARITY CLINICAL SKIN CARE, INC.	SOL SHINE	4928914	29-MAR-2016
CLARITY CLINICAL SKIN CARE, INC.	CALL ME IN THE MORNING	4712604	31-MAR-2015
CLARITY CLINICAL SKIN CARE, INC.	GET FIT	4712606	31-MAR-2015
CLARITY CLINICAL SKIN CARE, INC.	DAILY DOSE OF WATER	4711957	31-MAR-2015
CLARITY CLINICAL SKIN CARE, INC.	TAKE IT EASY	4767423	07-JUL-2015

TRADEMARK APPLICATIONS

Grantor	Mark	Application No.	Application Date
CLARITY CLINICAL SKIN CARE, INC.	PUCKER POWER	88223456	10-DEC-2018