

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM527670

<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>
CEFALY Technology SPRL		06/13/2019	Private limited liability company: BELGIUM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Elm Park Capital Management, LLC, as Agent		
<b>Street Address:</b>	2300 N. Field Street, Suite 2180		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75201		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5719912	CEFALY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2149813400		
<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>	214-981-3483		
<b>Email:</b>	dclark@sidley.com		
<b>Correspondent Name:</b>	Dusan Clark, Esq.		
<b>Address Line 1:</b>	Sidley Austin LLP		
<b>Address Line 2:</b>	2021 McKinney Ave., Suite 2000		
<b>Address Line 4:</b>	Dallas, TEXAS 75201		
<b>ATTORNEY DOCKET NUMBER:</b>	49906-30220		
<b>NAME OF SUBMITTER:</b>	Dusan Clark		
<b>SIGNATURE:</b>	/Dusan Clark/		
<b>DATE SIGNED:</b>	06/13/2019		
<b>Total Attachments: 6</b>			
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**TRADEMARK SECURITY AGREEMENT**

This **TRADEMARK SECURITY AGREEMENT** (as amended, restated, amended and restated, supplemented, or otherwise modified and in effect from time to time, this “Trademark Security Agreement”) is made this 13th day of June, 2019, by and among the Grantor listed on the signature pages hereof (the “Grantor”), and **ELM PARK CAPITAL MANAGEMENT, LLC**, a Delaware limited liability company (“Elm Park”), in its capacity as agent for the Lender Group (in such capacity, together with its successors and permitted assigns in such capacity, “Agent”).

## WITNESSETH:

**WHEREAS**, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, amended and restated, supplemented, or otherwise modified and in effect from time to time in accordance with its terms, the “Credit Agreement”) by and among, DW Cefaly Holding SPRL, a private limited liability company pursuant to the laws of Belgium (“Holdings”), DW Intermediate Luxco Company S.à r.l., a *Société à responsabilité limitée* pursuant to the laws of Luxembourg (“Luxco”), DW Cefaly Acquisition S.à r.l., a *Société à responsabilité limitée* pursuant to the laws of Luxembourg (“BuyerCo” and, together with Luxco, the “Borrowers” and each a “Borrower”), the lenders party thereto as “Lenders” (such Lenders, together with their respective successors and permitted assigns in such capacity, each, individually, a “Lender” and, collectively, the “Lenders”), and the Agent, the Lender Group has agreed to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof; and

**WHEREAS**, the members of the Lender Group are willing to make the financial accommodations to the Borrowers as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that the Grantor shall have executed and delivered to the Agent, for the benefit of Lender Group, that certain Security Agreement, dated as of June 13, 2019 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified in accordance with its terms, the “Security Agreement”); and

**WHEREAS**, pursuant to the Security Agreement, the Grantor is required to execute and deliver to the Agent, for the benefit of Lender Group, this Trademark Security Agreement;

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement and this Patent Security Agreement shall be subject to the rules of construction set forth in Section 37 of the Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. The Grantor hereby unconditionally grants, collaterally assigns, and pledges to the Agent, for the benefit of each member of the Lender Group, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of the Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising, other than Excluded Assets (collectively, the “Trademark Collateral”):

Exhibit D

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. **SECURITY FOR SECURED OBLIGATIONS.** This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the Grantor to the Agent, the Lender Group or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving the Grantor. Notwithstanding anything in this Trademark Security Agreement or any other Loan Document, in no event will any assets or property of the Grantor constitute "Collateral" with respect to, or secure, any Secured Obligation in respect of the Term Loan or otherwise constituting a Term Loan Obligation.

4. **SECURITY AGREEMENT.** The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Agent, for the benefit of the Lender Group, 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT.** If the Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. The Grantor shall give prompt notice in writing to the Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting the Grantor's obligations under this Section, the Grantor hereby authorizes the Agent to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of the Grantor following notice of the creation or acquisition thereof by the Grantor pursuant to the terms of the Security Agreement following notice of the creation or acquisition thereof by the Grantor pursuant to the terms of the Security Agreement. Notwithstanding the foregoing, no failure to so modify this Trademark Security 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.

6. **COUNTERPARTS.** This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed

counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. SERVICE OF PROCESS, CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING SERVICE OF PROCESS, CHOICE OF LAW AND VENUE, AND JURY TRIAL WAIVER SET FORTH IN SECTION 34 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTORS:**

**CEFALY TECHNOLOGY SPRL**, a Belgian private limited liability company, as a Grantor

By:   
Name: Gabriel Becher  
Title: Director

**AGENT:**

**ACCEPTED AND ACKNOWLEDGED BY:**

**ELM PARK CAPITAL MANAGEMENT, LLC**, a Delaware limited liability company

By: \_\_\_\_\_  
Name:  
Title:

Signature Page to Trademark Security Agreement

**TRADEMARK**  
**REEL: 006669 FRAME: 0347**

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTORS:**

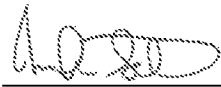
**CEFALY TECHNOLOGY SPRL**, a Belgian private limited liability company, as a Grantor

By: \_\_\_\_\_  
Name:  
Title:

**AGENT:**

**ACCEPTED AND ACKNOWLEDGED BY:**

**ELM PARK CAPITAL MANAGEMENT, LLC**, a Delaware limited liability company

By:  \_\_\_\_\_  
Name: Mark D. Schachter  
Title: Authorized Signatory

Signature Page to Trademark Security Agreement

**TRADEMARK**  
**REEL: 006669 FRAME: 0348**

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

**Trademark Registrations/Applications**

CEFALY

964056: granted USA (USRN 3647710, owner DW Cefaly Technology SPRL); WIPO

CEFALY (device mark)

5719912: granted USA, owner DW Cefaly Technology SPRL