

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM528746

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MEDPRO ADVANTAGE, LLC		06/21/2019	Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Name:	GOLDMAN SACHS BANK USA, as the Collateral Agent		
Street Address:	2001 Ross Avenue		
Internal Address:	Suite 2800		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	State Chartered Bank: NEW YORK		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3781674	FOR A LIFETIME OF BEAUTIFUL SKIN	
Registration Number:	3720001	FOR A LIFETIME OF BEAUTIFUL SKIN	
Registration Number:	3867306	GOOD BYE RAZOR HELLO LASER	
Registration Number:	4217037	SKIN DIMENSIONS	
Registration Number:	3285285	SKIN DIMENSIONS	
Registration Number:	4224778	SODERSTROM SKIN INSTITUTE	
CORRESPONDENCE DATA			
Fax Number:	2125562222		
<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:	2127905315		
Email:	dnelson@kslaw.com		
Correspondent Name:	Danielle Nelson c/o King & Spalding LLP		
Address Line 1:	1185 Avenue of the Americas		
Address Line 2:	FL 35		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	14868.515031		
NAME OF SUBMITTER:	Danielle Nelson		

CH \$165.00 3781674

SIGNATURE:	/s/ Danielle Nelson
DATE SIGNED:	06/21/2019
Total Attachments: 5 source=Soderstrom- Trademark Security Agreement#page1.tif source=Soderstrom- Trademark Security Agreement#page2.tif source=Soderstrom- Trademark Security Agreement#page3.tif source=Soderstrom- Trademark Security Agreement#page4.tif source=Soderstrom- Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of June 21, 2019 (this “**Agreement**”) by **MEDPRO ADVANTAGE, LLC**, an Illinois limited liability company (the “**Grantor**”), in favor of **GOLDMAN SACHS BANK USA**, in its capacity as Collateral Agent (the “**Collateral Agent**”) for Lenders.

WITNESSETH:

WHEREAS, reference is made to that certain Credit and Guaranty Agreement, dated as of June [], 2019 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among **SODERSTROM PRIMARY HOLDINGS, LLC**, a Delaware limited liability company (“**Company**”), **SODERSTROM INTERMEDIATE HOLDINGS, INC.**, a Delaware corporation, certain of their respective Subsidiaries party thereto, as Guarantors, the lenders party thereto from time to time (the “**Lenders**”), and **GOLDMAN SACHS BANK USA**, as Administrative Agent, Collateral Agent and Sole Lead Arranger, pursuant to which the Lenders have agreed to make certain Loans to the Company;

WHEREAS, Administrative Agent and Lenders are willing to make the Loans and certain financial accommodations as provided for in the Credit Agreement, upon the condition, among others, that Grantor shall have executed and delivered to Collateral Agent, for itself and the ratable benefit of Lenders, that certain Pledge and Security Agreement dated as of June 21, 2019 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “**Security Agreement**”);

WHEREAS, pursuant to the Security Agreement, Grantor are required to execute and deliver to Collateral Agent, for itself and the ratable benefit of Lenders, 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, Grantor hereby agree as follows:

1. **DEFINED TERMS**. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.
2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Grantor hereby grant to Collateral Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”):
 - (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto but excluding any intent-to-use trademark application prior to the filing 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 such intent-to-use trademark application under applicable federal law;

(b) all reissues, continuations or extensions of the foregoing;

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

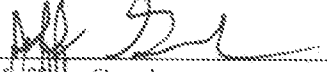
(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Collateral Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of Collateral 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.
4. GRANTOR REMAINS LIABLE. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall, assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder. For the avoidance of doubt, the foregoing does not require the Grantor to take any such necessary or desirable actions except as set forth in the Security Agreement.
5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.
6. CONFLICTS. In the event there is any conflict between the terms of this Agreement and the terms of the Security Agreement, the Security Agreement shall control.
7. GOVERNING LAW. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York, without regard to any conflict of laws principles.

[Remainder of Page Intentionally Left Blank]

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

MEDPRO ADVANTAGE, LLC

By: 
Name: Jeffrey Goodman
Title: Vice President










ACCEPTED AND ACKNOWLEDGED BY:

GOLDMAN SACHS BANK USA,
as the Collateral Agent

By:


Name: **Greg Watts**
Title: **Authorized Signatory**

JP

[Signature Page to Trademark Security Agreement]

Schedule I

Trademark	App. No.	Reg. No.	Reg. Date	Class(es)	Goods
FOR A LIFETIME OF BEAUTIFUL SKIN	77/370624	3781674	27-Apr-2010	I.C. 3	Non-medicated skin care products, namely, lotions, creams, moisturizers, exfoliants, gels, and cleansers
FOR A LIFETIME OF BEAUTIFUL SKIN	77/978143	3720001	01-Dec-2009	I.C. 44	Cosmetic and plastic surgery services, health and day spa services, namely, cosmetic body, facial and nail care services, medical services, namely, dermatology services
GOOD BYE RAZOR HELLO LASER	77/965189	3867306	26-Oct-2010	I.C. 44	Laser hair removal services
SKIN DIMENSIONS	85/529257	4217037	02-Oct-2012	I.C. 3, 5, 35	Non-medicated skin care preparations; sun screen; skin cleansers; bath oils; exfoliant scrubs; cosmetics and cosmetic preparations for skin care in I.C. 3 Medicated skin care preparations in I.C. 5 Online retail store featuring cosmetics, skin care products, sun screen, fragrances, bath oils, skin cleansers, and personal care products; retail store featuring cosmetics, skin care products, sun screen, fragrances, bath oils, skin cleansers, and personal care products in I.C. 35
SKIN DIMENSIONS	77/059921	3285285	28-Aug-2007	44	Health spa services, namely, cosmetic body care services
SODERSTROM SKIN INSTITUTE	85/529254	4224778	16-Oct-2012	I.C. 44	Dermatology services; cosmetic and reconstructive surgery services; day spa services, namely, nail care, manicures, pedicures and nail enhancements; cosmetology services; massage therapy services