

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM543363

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DAYSMART SOFTWARE, LLC		10/01/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	TPG Specialty Lending, Inc., as Collateral Agent		
Street Address:	301 Commerce Street, #3300		
City:	Fort Worth		
State/Country:	TEXAS		
Postal Code:	76102		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Serial Number:	77809032	SALON IRIS	
Serial Number:	78580608	123PET	
Serial Number:	78594395	123PET SOFTWARE	
Serial Number:	87142953	DAYSMART	
Serial Number:	78580374	ORCHID MEDICAL SPA SOFTWARE	
Serial Number:	78594345	ORCHID MEDICAL SPA SOFTWARE	
Serial Number:	85179709	INKBOOK SOFTWARE	
Serial Number:	85179672	SALON IRIS	
Serial Number:	85354127	DAY SMART SOFTWARE	
Serial Number:	87682540	DON'T BECOME A STATISTIC	
Serial Number:	87751184	INKBOOK SOFTWARE	
Serial Number:	88211922	SALON IN A BOX	
Serial Number:	88211944	S	
Serial Number:	88211948		
Serial Number:	88211950		
Serial Number:	88211952	INKBOOK SOFTWARE	
Serial Number:	88211955	IB	
CORRESPONDENCE DATA			
TRADEMARK			

CH \$440.00 77809032

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: 2123186532
Email: alanagramer@paulhastings.com
Correspondent Name: ALANA GRAMER
Address Line 1: C/O PAUL HASTINGS LLP
Address Line 2: 200 Park Avenue
Address Line 4: NEW YORK, NEW YORK 10166

NAME OF SUBMITTER:	ALANA GRAMER
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SIGNATURE:	/s/ AG
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DATE SIGNED:	10/01/2019
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Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

WHEREAS, DAYSMART SOFTWARE, LLC, a Delaware limited liability company (“**Grantor**”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, Grantor is party to a Security Agreement, dated as of October 1, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among Grantor, the other Grantors (as defined in the Security Agreement) party thereto and **TPG Specialty Lending, Inc.**, as the Collateral Agent for the Secured Parties (in such capacity, the “**Collateral Agent**”), pursuant to which Grantor granted a security interest to the Collateral Agent (for the benefit of the Secured Parties) in the Trademark Collateral (as defined below) and is required to execute and deliver this Trademark Security Agreement (this “**Agreement**”).

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the respective meanings given to them in the Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to the Collateral Agent (for the benefit of the Secured Parties) pursuant to the Security Agreement, Grantor hereby grants to the Collateral Agent (for the benefit of the Secured Parties) a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “**Trademark Collateral**”), other than Excluded Property:

- (i) all trademarks, service marks, designs, logos, indicia of origin, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by Grantor (including, without limitation, the trademarks set forth on Schedule A annexed hereto), all rights corresponding thereto and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof (collectively, the “**Trademarks**”);
- (ii) all goodwill of Grantor’s business symbolized by the Trademarks associated therewith;
- (iii) all proceeds and products of or from any and all of the foregoing Trademark Collateral; and
- (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation or other violation or impairment of any of the foregoing.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 1(a) of the Security Agreement

attach to any "intent-to-use" trademark applications for which a statement of use or an amendment to allege use has not been filed with the United States Patent and Trademark Office (but only until such statement or amendment is filed with the United States Patent and Trademark Office), and solely 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 or cause the abandonment or lapse of, such application or any registration that issues from such intent-to-use application under applicable U.S. law.

Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement. Section 1 of the Security Agreement is hereby incorporated by reference. In the event that any provision of this Agreement is deemed to conflict or is inconsistent with the Security Agreement, the provisions of the Security Agreement shall govern and control.

THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES THEREOF TO THE EXTENT SUCH PRINCIPLES WOULD CAUSE THE APPLICATION OF THE LAW OF ANOTHER STATE, EXCEPT TO THE EXTENT THAT THE UCC PROVIDES THAT THE PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK, IN WHICH CASE THE LAWS OF SUCH JURISDICTION SHALL GOVERN WITH RESPECT TO THE PERFECTION OF THE SECURITY INTEREST IN, OR THE REMEDIES WITH RESPECT TO, SUCH PARTICULAR COLLATERAL.

This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement constitutes the entire contract among the parties relating to the subject matter hereof and supersedes any and all previous agreements and understandings, oral or written, relating to the subject matter hereof, and there are no promises, undertakings, representations or warranties by Grantor nor the Collateral Agent relative to the subject matter hereof not expressly set forth or referred to herein. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or electronic transmission (including Adobe .pdf file) shall be effective as delivery of a manually executed counterpart of this Agreement.

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

DAYSMART SOFTWARE, LLC

By: 
Name: Jeffrey Blackman
Title: Chief Financial Officer and Secretary

Accepted and Agreed:



TPG SPECIALTY LENDING, INC.,
as the Collateral Agent

By: 
Name: Robert (Bo) Stanley
Title: President


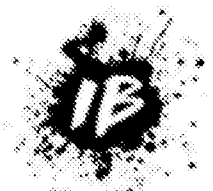
[Signature Page to Trademark Security Agreement]

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademarks					
Trademark	Trademark Type	Application No. / Registration No.	Application Date / Registration Date	Status / Next Deadline	Owner
SALON IRIS	Standard Characters	77/809,032 3,770,951	08/20/2009 04/06/2010	Registered 04/06/2020 (Renewal)	DaySmart Software, LLC
123PET	Standard characters	78/580,608 3,060,389	03/04/2005 02/21/2006	Registered 02/21/2026 (Renewal)	DaySmart Software, LLC
	Stylized	78/594,395 3,057,875	03/24/2005 02/07/2006	Registered 02/07/2026 (Renewal)	DaySmart Software, LLC
DAYSMART	Standard characters	87/142,953 5,402,574	08/18/2016 02/13/2018	Registered 02/13/2024	DaySmart Software, LLC
ORCHID MEDICAL SPA SOFTWARE	Standard characters	78/580,374 3,102,273	03/04/2005 06/06/2006	Registered 06/06/2026 (Renewal)	DaySmart Software, LLC
	Stylized	78/594,345 3,082,223	03/24/2005 04/18/2006	Registered 04/18/2026 (Renewal)	DaySmart Software, LLC
INKBOOK SOFTWARE	Standard characters	85/179,709 3,993,132	11/18/2010 07/12/2011	Registered 07/12/2021 (Renewal)	DaySmart Software, LLC

	Stylized	85/179,672 3,985,403	11/18/2010 06/28/2011	Registered Registered 06/28/2021 (Renewal)	DaySmart Software, LLC
	Stylized	85/354,127 4,093,728	06/23/2011 01/31/2012	Registered 01/31/2022 (Renewal)	DaySmart Software, LLC
DON'T BECOME A STATISTIC	Standard characters	87/682,540	11/13/2017	11/29/2018 (Statement of Use or 1 st EOT)	DaySmart Software, LLC
	Stylized	87/751,184 5,508,652	01/11/2018 07/03/2018	Registered 07/03/2024 (Combined Declaration of Use)	DaySmart Software, LLC
SALON IN A BOX	Standard characters	88/211,922	11/30/2018	Pending	DaySmart Software, LLC
	Stylized	88/211,944 5,787,710	11/30/2018 6/25/2019	Registered	DaySmart Software, LLC
	Stylized	88/211,948 5,787,711	11/30/2018 6/25/2019	Registered	DaySmart Software, LLC
	Stylized	88/211,950 5,787,712	11/30/2018 6/25/2019	Registered	DaySmart Software, LLC

	Stylized	88/211,952 5,787,713	11/30/2018 6/25/2019	Registered	DaySmart Software, LLC
	Stylized	88/211,955 5,787,715	11/30/2018 6/25/2019	Registered	DaySmart Software, LLC