

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM544141

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DermCare Management, LLC		10/07/2019	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	Oxford Finance LLC, as Agent		
Street Address:	133 North Fairfax Street		
City:	Alexandria		
State/Country:	VIRGINIA		
Postal Code:	22314		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	88546671	DC DERM CARE MANAGEMENT	
Registration Number:	5482305	DC	
Registration Number:	5487742	DERM CARE MANAGEMENT	
Registration Number:	3164819	MIAMI PLASTIC SURGERY	
Registration Number:	2581355	MIAMI PLASTIC SURGERY	
CORRESPONDENCE DATA			
Fax Number:	3128637806		
<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:	3128637198		
Email:	nancy.brougher@goldbergkohn.com		
Correspondent Name:	Nancy J. Brougher, Paralegal		
Address Line 1:	c/o Goldberg Kohn Ltd.		
Address Line 2:	55 East Monroe, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	7156.051		
NAME OF SUBMITTER:	Nancy Brougher		
SIGNATURE:	/njb/		
DATE SIGNED:	10/07/2019		

OP \$140.00 88546671

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "**Trademark Security Agreement**") is made this 7th day of October, 2019, by and between DermCare Management, LLC, a Florida limited liability company ("**Grantor**"), and Oxford Finance LLC, a Delaware limited liability company, in its capacity as agent for the lenders party thereto (in such capacity, together with its successors and assigns, "**Agent**").

WITNESSETH:

WHEREAS, pursuant to that certain Credit, Guaranty and Security Agreement dated as of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "**Credit Agreement**"), by and among Skin and Beauty Center Management LLC, DermCare Management, LLC, Skin Care Research, LLC, and Greater Miami Skin and Laser Management Inc. (collectively, the "**Borrowers**"), each Guarantor from time to time party thereto, each Lender from time to time party thereto, and Agent, Agent and the Lenders have agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the terms of the Credit Agreement, Agent and Lenders have agreed to make available to Grantor a revolving loan facility, a term loan facility and a delayed draw term loan facility; and

WHEREAS, in connection with Agent and the Lenders entering into the Credit Agreement and agreeing to make the credit accommodations under the Credit Agreement and as security for all of the Obligations, Agent is requiring that Grantor shall have executed and delivered 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 agrees as follows:

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1.2 of the Credit Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of Agent and each Lender, to secure the Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "**Security Interest**") in all of Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "**Trademark Collateral**");

(a) all of its Trademarks and Trademark related Intellectual Property 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 related Intellectual Property; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed to Grantor, 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 related Intellectual Property.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the 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 Obligations and would be owed by Grantor, to Agent, or any Lender, whether or not they are unenforceable or not allowable due to the existence of any insolvency proceeding under the Bankruptcy Code or otherwise involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of Agent and the Lenders, pursuant to the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Credit Agreement, the Credit Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantor. 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 Agent's continuing security interest in all Trademark 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. CHOICE OF LAW AND VENUE, WAIVER OF JURY TRIAL, SERVICE OF PROCESS AND CONSEQUENTIAL DAMAGES. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, WAIVER OF JURY TRIAL, SERVICE OF PROCESS AND CONSEQUENTIAL DAMAGES SET FORTH IN SECTIONS 14.6 AND 14.8 OF THE CREDIT AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[Remainder of page left intentionally blank; signature pages follow.]

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.

GRANTOR:

DERMCARE MANAGEMENT, LLC

By: 

Name: Jeffrey Schillinger

Title: Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

OXFORD FINANCE LLC, as Agent

By: 

Name: Joshua Friedman

Title: Chief Financial Officer

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

TRADEMARK	SERIAL NUMBER	STATUS	REG. NUMBER	REG. DATE
DC DERM CARE MANAGEMENT	88546671	Pending -- Application filed 07/29/19	NA	NA
DC	87401042	Registered	5482305	05/29/18
DERM CARE MANAGEMENT	87394428	Registered	5487742	06/05/18
MIAMI PLASTIC SURGERY	78630634	Registered	3164819	10/31/06
MIA MI PLASTIC SURGERY	76156538	Registered	2581355	06/18/02