

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM555882

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Twin Brook Capital Partners, LLC		01/02/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Cosmetic Solutions LLC		
Street Address:	6101 Park of Commerce Boulevard		
City:	Boca Raton		
State/Country:	FLORIDA		
Postal Code:	33487		
Entity Type:	Limited Liability Company: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87330059	DERMEDICINE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	4155911000		
Email:	TrademarksSF@winston.com		
Correspondent Name:	Becky L. Troutman, Winston & Strawn LLP		
Address Line 1:	101 California Street		
Address Line 4:	San Francisco, CALIFORNIA 94111		
NAME OF SUBMITTER:	Becky L. Troutman		
SIGNATURE:	/Becky L. Troutman/		
DATE SIGNED:	01/03/2020		
Total Attachments: 4			
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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated effective as of January 2, 2020, is made by Twin Brook Capital Partners, LLC as Agent (the “Agent”), with respect to the security interest granted to it by Cosmetic Solutions LLC (the “Grantor”), in the Trademark Collateral (defined below). Capitalized terms used in this Release but not defined herein shall have the respective meanings ascribed to such terms in the Guaranty and Collateral Agreement (defined below).

WITNESSETH

WHEREAS, reference is made to that certain Guaranty and Collateral Agreement, dated as of October 17, 2019 (as it may be from time to time amended, restated, modified or supplemented, the “Guaranty and Collateral Agreement”) among the Agent, the Grantor and the other parties party thereto;

WHEREAS, the Borrower, the Lenders from time to time party thereto and the Agent are parties to that certain Credit Agreement, dated as of October 17, 2019 (as amended, restated, supplemented or otherwise modified, refinanced or replaced from time to time, the “Credit Agreement”);

WHEREAS, pursuant to the terms and conditions of the Guaranty and Collateral Agreement, the Grantor entered into that certain Intellectual Property Security Agreement, dated as of October 17, 2019 (as it may be from time to time amended, restated, modified or supplemented, the “Trademark Security Agreement”), pursuant to which the Grantor granted to the Agent, for the ratable benefit of the Lenders, a continuing security interest in any and all right, title and interest of Grantor in, to and under all of the Grantor’s Trademarks (as defined in the Guaranty and Collateral Agreement), including the Trademark Collateral;

WHEREAS, the Trademark Security Agreement was submitted for recordation with the United States Patent and Trademark Office on or about October 17, 2019 and was recorded at Reel/Frame: 006775/0666 on October 21, 2019 at the United States Patent and Trademark Office;

WHEREAS, pursuant to that certain Officer’s Certificate dated as of the date hereof (the “Certificate”), the Borrower certified to the Agent that the disposition of the Trademark Collateral to Cosmesis Skincare, Inc. was permitted pursuant to Section 7.4(b)(vi) of the Credit Agreement (such sale, the “Disposition”); and

WHEREAS, the Agent, solely in reliance on the representations, warranties and certifications made pursuant to the Certificate and without independent investigation, has agreed to release and discharge fully its security interest solely in the Trademark Collateral in accordance with and as authorized pursuant to Section 9.10 of the Credit Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Agent hereby agrees as follows:

1. Definitions

“Trademark Collateral” means the trademarks and registrations identified in Schedule A hereto, including all trademarks, trade names, corporate names, company names, business names, Internet domain names, fictitious business names, trade dress, trade styles, service marks, certification marks, slogans, logos and other source or business identifiers and all general intangibles of like nature, included in the Specified Property (as defined in the Certificate) and the goodwill associated therewith.

2. Release of Security Interest

The Agent hereby releases and discharges fully, without representation, warranty or recourse, its continuing security interest in any and all of the Grantor’s right, title and interest in, to and under the Trademark Collateral (the “Released Collateral”).

3. Recordation

Agent authorizes the recordation of this Release with the United States Patent and Trademark Office to place on record the release of the security interest in the Released Collateral by Agent or any person authorized or designated by Agent.

4. Miscellaneous

This Release is strictly limited solely and only to the Released Collateral and to no other Collateral. The Agent continues to maintain, without interruption or impairment, its security interest in all of the Grantor’s right, title and interest in, to and under all Collateral other than the Released Collateral. The provisions of the Guaranty and Collateral Agreement and Trademark Security Agreement shall, except as modified by this Release, continue in full force and effect.

**THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES
HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED
IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

IN WITNESS WHEREOF, Agent has executed this Release as of the date first set forth above.

Twin Brook Capital Partners, LLC, as Agent

By: 

Name: Drew Guyette

Title: Chief Credit Officer

[Signature Page to Release of Security Interest in Trademarks]

TRADEMARK
REEL: 006830 FRAME: 0751

**SCHEDULE A
TRADEMARKS**

Trademark Registrations and Applications

<u>Grantor</u>	<u>Trademark Title</u>	<u>Trademark Application Number</u>	<u>Trademark Registration Number</u>	<u>Trademark Application Date</u>	<u>Trademark Registration Date</u>
Cosmetic Solutions LLC	DERMEDICINE	87330059	N/A	02/09/2017	N/A