

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM559959

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>SEQUENCE:</b>	1		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bremenn IP Holdings, LLC		01/31/2020	Limited Liability Company:
Quality IP Holdings, LLC	FORMERLY BR IP Holdings, LLC	01/31/2020	Limited Liability Company:
SanMedica IP Holdings, LLC		01/31/2020	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Cerberus Business Finance, LLC		
<b>Street Address:</b>	875 Third Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88532980	INTENSIVE REPAIR PODS	
<b>Serial Number:</b>	88567316	SEROVITAL AMINO ACID COMPLEX	
<b>Serial Number:</b>	88559874	VALIDATED BY SCIENCE, PROVEN BY YOU	
<b>Serial Number:</b>	88559860	STAY VITAL	
<b>Serial Number:</b>	88580077	NOURICHE LIFE	
<b>Serial Number:</b>	88581951	REDNESS REHAB	
<b>Serial Number:</b>	88680783	SEROVITAL SKIN REPLENISH	
<b>Serial Number:</b>	88680934	SEROVITAL SKIN RESTORE	
<b>Serial Number:</b>	88384919	CANNAFLEX	
<b>Serial Number:</b>	88688217	CBD THERAPEUTIC	
<b>Serial Number:</b>	88690869	NOURICHE YOU	
<b>Serial Number:</b>	88706668	BRIGHTENING DRONE	
<b>Serial Number:</b>	88707661	INFLAMMAGING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3104079090		

TRADEMARK

***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:** 3104074000  
**Email:** nmaoz@ktbslaw.com  
**Correspondent Name:** N. Maoz; KTBS Law LLP  
**Address Line 1:** 1999 Avenue of the Stars  
**Address Line 2:** 39th Floor  
**Address Line 4:** Los Angeles, CALIFORNIA 90067

<b>NAME OF SUBMITTER:</b>	Nir Maoz
<b>SIGNATURE:</b>	/Nir Maoz/
<b>DATE SIGNED:</b>	01/31/2020

**Total Attachments: 3**

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source=Basic Research - Assignment for Security - Trademarks (Senior Lien) [Execution Version]#page3.tif

## ASSIGNMENT FOR SECURITY - - TRADEMARKS

January 31, 2020

WHEREAS, the undersigned parties (collectively, the “**Assignors**”) have adopted, used and are using, and hold all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the “**Trademarks**”);

WHEREAS, the Assignors have entered into an Amended and Restated Pledge and Security Agreement, dated January 31, 2020 (together with all exhibits and schedules thereto, as amended, restated, supplemented, modified or otherwise changed from time to time, the “**Security Agreement**”), in favor of Cerberus Business Finance, LLC, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the “**Assignee**”); and

WHEREAS, pursuant to the Security Agreement, the Assignors have assigned to the Assignee and granted to the Assignee for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in all right, title and interest of the Assignors in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the “**Trademark Collateral**”), to secure the payment, performance and observance of the Secured Obligations;

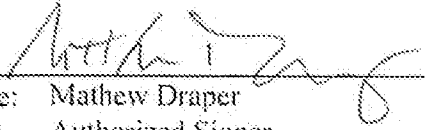
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignors do hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grant to the Assignee for the benefit of the Assignee and the Secured Parties a continuing security interest in the Trademark Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Assignors do hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. To the extent there is any conflict between the provisions of this Assignment for Security and the Security Agreement, the Security Agreement shall control.

*[The remainder of this page is intentionally left blank.]*

IN WITNESS WHEREOF, the Assignors have caused this Assignment to be duly executed by their officer thereunto duly authorized as of the date first written above.

BREMENN IP HOLDINGS, LLC  
QUALITY IP HOLDINGS, LLC  
(F/K/A BR IP HOLDINGS, LLC)  
SANMEDICA IP HOLDINGS, LLC

By:   
Name: Mathew Draper  
Title: Authorized Signer

[Signature Page to Assignment for Security – Trademarks]

TRADEMARK  
REEL: 006853 FRAME: 0835

SCHEDULE A TO ASSIGNMENT FOR SECURITY

Owner	Trademark	Serial Number	Registration Number
Quality IP Holdings, LLC	INTENSIVE REPAIR PODS	88532980	
SanMedica IP Holdings, LLC	SEROVITAL AMINO ACID COMPLEX	88567316	
SanMedica IP Holdings, LLC	VALIDATED BY SCIENCE, PROVEN BY YOU	88559874	
SanMedica IP Holdings, LLC	STAY VITAL	88559860	
Quality IP Holdings, LLC	NOURICHE LIFE	88580077	
Bremenn IP Holdings, LLC	REDNESS REHAB	88581951	
SanMedica IP Holdings, LLC	SEROVITAL SKIN REPLENISH	88680783	
SanMedica IP Holdings, LLC	SEROVITAL SKIN RESTORE	88680934	
Quality IP Holdings, LLC	CANNAFLEX	88384919	
Quality IP Holdings, LLC	CBD THERAPEUTIC	88688217	
Quality IP Holdings, LLC	NOURICHE YOU	88690869	
Quality IP Holdings, LLC	BRIGHTENING DRONE	88706668	
Quality IP Holdings, LLC	INFLAMMAGING	88707661	