

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM617218

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
I.I. IP, LLC		12/29/2020	Limited Liability Company: DELAWARE
Ideal Image of Nebraska, LLC		12/29/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	BANK OF AMERICA, N.A., as the Collateral Agent
Street Address:	2380 PERFORMANCE DR, Building C
Internal Address:	TX2-984-03-26
City:	Richardson
State/Country:	TEXAS
Postal Code:	75082
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 48

Property Type	Number	Word Mark
Registration Number:	5969353	IDEAL IMAGE SKIN LAB
Registration Number:	5822420	IDEAL IMAGE OCEAN
Registration Number:	5575771	WHEN YOU LOOK GOOD, YOU FEEL GOOD.
Registration Number:	5575770	
Registration Number:	5575769	
Registration Number:	5575768	
Registration Number:	5575767	
Registration Number:	5575766	
Registration Number:	5575765	
Registration Number:	5575763	
Registration Number:	5575761	
Registration Number:	5464338	IDEAL IMAGE
Registration Number:	5464337	MAKE THE IDEAL REAL
Registration Number:	5464336	IDEAL IMAGE
Registration Number:	5464335	
Registration Number:	5245471	ARE YOU READY TO FEEL YOUR BEST?

OP \$1215.00 5969353

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5027675	IMAGE MD
Registration Number:	4837329	IDEAL PROTECTION
Registration Number:	4784495	TATTOO REGRET? NOT ANYMORE.
Registration Number:	4784494	ARE YOU READY TO TURN BACK TIME?
Registration Number:	4780393	ARE YOU READY TO TAKE IT OFF?
Registration Number:	4679569	AESTHETIC IDEAL
Registration Number:	4629775	ONLY TRUST YOUR SKIN TO IDEAL IMAGE
Registration Number:	4629544	KNOWLEDGE IS A BEAUTIFUL THING
Registration Number:	4625875	IDEAL LIPS
Registration Number:	4618592	IDEAL FACIAL REJUVENATION
Registration Number:	4606896	IDEAL SKIN
Registration Number:	4605149	EVERYONE DESERVES TO FEEL THEIR BEST
Registration Number:	4594236	IDEAL IMAGE
Registration Number:	4587299	IDEAL LASER
Registration Number:	4504309	IDEAL IMAGE
Registration Number:	4494977	IDEAL CLUB
Registration Number:	4494966	IDEAL BIKINI
Registration Number:	4485324	REVEAL A YOUNGER LOOKING YOU
Registration Number:	3985005	IDEAL IMAGE
Registration Number:	3843575	(800) BE-IDEAL
Registration Number:	3194166	MAKE YOUR RAZOR PERMANENTLY DISPOSABLE
Registration Number:	3194143	CHANGE YOUR LIFE FOREVER
Registration Number:	3193543	IDEAL FINANCING
Registration Number:	3003743	IDEAL OFFICE
Registration Number:	2966922	IDEAL IMAGE
Registration Number:	2829610	IDEAL IMAGE
Registration Number:	6194379	CONFIDENCE CHANGES EVERYTHING
Registration Number:	6002736	
Registration Number:	6012892	IDEAL IMAGE MEDSPA
Registration Number:	6012894	IDEAL IMAGE MEDSPA
Registration Number:	6002733	REAL PEOPLE. REAL RESULTS.
Serial Number:	88573113	IDEAL LASER

CORRESPONDENCE DATA

Fax Number: 7043311159

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: 7043311000

Email: PTO_TMconfirmation@mvalaw.com, christinaquinn@mvalaw.com

Correspondent Name: Moore & Van Allen PLLC
Address Line 1: 100 North Tryon Street
Address Line 2: Suite 4700
Address Line 4: Charlotte, NORTH CAROLINA 28202-4003

ATTORNEY DOCKET NUMBER: 017625.005270

NAME OF SUBMITTER: John Slaughter

SIGNATURE: /john slaughter/

DATE SIGNED: 12/29/2020

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of December 29, 2020, (this “Agreement”), among I.I. IP, LLC and Ideal Image of Nebraska, LLC (each, a “Grantor”) and Bank of America, N.A., as collateral agent (in such capacity, the “Collateral Agent”) for the ratable benefit of the Secured Parties (as defined in the Credit Agreement described below).

Reference is made to that certain Pledge and Security Agreement, dated as of December 29, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Security Agreement”), among the Loan Parties party thereto and the Collateral Agent. The Lenders (as defined below) have extended credit to the Borrower (as defined in Credit Agreement, dated as of December 29, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the “Credit Agreement”), among Ideal Image Holdings, LLC, a Delaware limited liability company (“Holdings”), Ideal Image Development, Inc., a Delaware corporation (the “Borrower”), the lenders from time to time party thereto (the “Lenders”) and Bank of America, N.A., as administrative agent and collateral agent). Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

A. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement, as applicable.

B. **Grant of Security Interest.** As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of such Grantor and regardless of where located (collectively, the “IP Collateral”):

A. all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto but excluding any intent-to-use Trademark application prior to the filing and acceptance of a “Statement of Use”, “Declaration of Use”, “Amendment to Allege Use” or similar notice and/or filing with respect thereto, only to the extent, if any, that, and solely during the period if any, in which, the grant of such security interest may impair the validity or enforceability, or result in the voiding, of such intent-to-use Trademark application or any registration issuing therefrom under applicable Requirements of Law;

B. all Copyrights, including the Copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule II; and

C. all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

C. **Security Agreement.** The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the IP 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. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

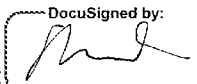
D. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

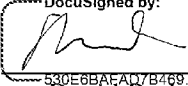
I.I. IP, LLC, as a Grantor

By: Ideal Image Development, Inc., as manager


By:  DocuSigned by:

530E6BAFAD7B769...
Name: David Prokupek
Title: Chief Executive Officer

IDEAL IMAGE OF NEBRASKA, LLC, as a Grantor
By: Ideal Image Development, Inc., as manager

By:  DocuSigned by:
Name: David Prokupek
Title: Chief Executive Officer

BANK OF AMERICA, N.A.,
as the Collateral Agent

By: 

Name: Taelitha Bonds-Harris

Title: Assistant Vice President

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
I.I. IP, LLC	5969353	IDEAL IMAGE SKIN LAB
I.I. IP, LLC	5822420	IDEAL IMAGE OCEAN
I.I. IP, LLC	5575771	WHEN YOU LOOK GOOD, YOU FEEL GOOD.
I.I. IP, LLC	5575770	Design Only
I.I. IP, LLC	5575769	Design Only
I.I. IP, LLC	5575768	Design Only
I.I. IP, LLC	5575767	Design Only
I.I. IP, LLC	5575766	Design Only
I.I. IP, LLC	5575765	Design Only
I.I. IP, LLC	5575763	Design Only
I.I. IP, LLC	5575761	Design Only
I.I. IP, LLC	5464338	IDEAL IMAGE
I.I. IP, LLC	5464337	MAKE THE IDEAL REAL
I.I. IP, LLC	5464336	IDEAL IMAGE
I.I. IP, LLC	5464335	Design Only
I.I. IP, LLC	5245471	ARE YOU READY TO FEEL YOUR BEST?
I.I. IP, LLC	5027675	IMAGE MD
I.I. IP, LLC	4837329	IDEAL PROTECTION
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I.I. IP, LLC	2829610	IDEAL IMAGE
I.I. IP, LLC	6194379	CONFIDENCE CHANGES EVERYTHING

I.I. IP, LLC
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I.I. IP, LLC

6002736
6012892
6012894
6002733
88573113
ITU
NE 10164792

Ideal Image of Nebraska,
LLC

DESIGN ONLY
IDEAL IMAGE MEDSPA
IDEAL IMAGE MEDSPA Design
REAL PEOPLE. REAL RESULTS
IDEAL LASER
IDEAL LASER HAIR REMOVAL

SCHEDULE II

COPYRIGHTS

REGISTERED OWNER	REGISTRATION NUMBER	TITLE
I.I. IP, LLC	PAu003744887	Ideal Image Flawless Filler Relaxer 120 Vanity.
I.I. IP, LLC	PAu003753708	Ideal Image Flawless Filler Relaxer 60 Vanity.
I.I. IP, LLC	PAu003753156	Ideal Image Infomercial Large 10 24 14.
I.I. IP, LLC	PAu003744905	Ideal Image Smooth Convenience 120 Vanity.
I.I. IP, LLC	PAu003744885	Ideal Image Smooth Convenience 60 Vanity.