

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM650085

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PureTek Corporation		03/26/2021	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Pacific Mercantile Bank		
Street Address:	949 South Coast Drive, 3rd Floor		
City:	Costa Mesa		
State/Country:	CALIFORNIA		
Postal Code:	92626		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 36			
Property Type	Number	Word Mark	
Registration Number:	4599179	ALASKAN HEALTH	
Serial Number:	88011357	AQUAVITA	
Registration Number:	2588030	BODY ESSENCE	
Registration Number:	2554435	BODY ESSENCE	
Registration Number:	5086499	CAMPHOTREX	
Registration Number:	6277998	CAPASIL	
Serial Number:	90121703	CIRCATA	
Serial Number:	90051730	COVIDAL	
Serial Number:	90090007	DERMACIN	
Registration Number:	3294679	DERMACIN	
Registration Number:	5191378	DERMECTIN	
Registration Number:	6277943	FOLIXAPURE	
Registration Number:	6027785	FUZE	
Registration Number:	6243311	GEN RX	
Registration Number:	4320647	GEN+RX	
Registration Number:	4360261	GENRX COMPLEX	
Registration Number:	5257498	GREENRX	
Registration Number:	4979620	INFLAMMATRAL	
Registration Number:	4497343	L'ESSENCE DE BOSHEA	

OP \$915.00 4599179

Property Type	Number	Word Mark
Registration Number:	4129307	L'ESSENCE DE BOSHEA
Serial Number:	90069583	LIDOCORT
Registration Number:	6277944	LIDOTRAL
Serial Number:	90051745	LYDEXA
Registration Number:	4564514	OMEGASIL
Registration Number:	4325024	OTIC CARE
Registration Number:	6277911	PENETRAL
Registration Number:	4979618	PENETRAL
Registration Number:	2744735	PHARMAFLEX
Registration Number:	2694651	PHARMAPURE
Registration Number:	6027404	PHARMAPURE SUGAR BLOCKER
Registration Number:	4403791	PNV OB +DHA
Registration Number:	5573025	PURETEK
Registration Number:	6278024	PRENATRIX
Registration Number:	5411459	TERRAVIVE
Serial Number:	90051712	VITREXYL
Registration Number:	5191192	XRYLIX

CORRESPONDENCE DATA

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: 202-370-4750

Email: ipteam@cogencyglobal.com

Correspondent Name: Joanna McCall

Address Line 1: 1025 Connecticut Ave NW, Suite 712

Address Line 2: Cogency Global Inc.

Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER: 1380749

NAME OF SUBMITTER: Robin Dunn

SIGNATURE: /Robin Dunn/

DATE SIGNED: 05/27/2021

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of March 26, 2021 by and between **PACIFIC MERCANTILE BANK** ("Lender") and PureTek Corporation ("Grantor") with reference to the following facts:

A. Lender and Grantor are parties to that certain Loan and Security Agreement dated as of the date hereof (as amended from time to time, the "Loan Agreement"). (Capitalized terms used herein have the meaning assigned in the Loan Agreement.)

B. Pursuant to the Loan Agreement, Grantor has granted to Lender a security interest in all of the Collateral. The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein).

Grantor agrees as follows:

1. To secure performance of all of its "Obligations" as defined in the Loan Agreement, Grantor grants to Lender a security interest in all of Grantor's right, title and interest in Grantor's Intellectual Property, including without limitation (i) the trademarks and servicemarks listed on Schedule A hereto, whether registered or not, and all applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks, and (ii) the patents and patent applications listed on Schedule B hereto and all like protections including, without limitation, all improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, and (iii) all copyrights, maskworks, software, computer programs and other works of authorship, including without limitation those registered with the United States Copyright Office and listed on Schedule C hereto, and all extensions and renewals thereof, and (iv) all rights to recover for past or future infringement of any of the foregoing, and (v) all right, title and interest in and to any and all present and future license agreements with respect to any of the foregoing, and (vi) all present and future accounts, accounts receivable and other rights to payment arising from, in connection with or relating to any of the foregoing.

2. Grantor represents and warrants that (i) listed on Schedule A hereto are all trademark registrations and pending registrations owned or controlled by Grantor or licensed to Grantor, (ii) listed on Schedule B are all patents and patent applications owned or controlled by Grantor or licensed to Grantor, and (iii) listed on Schedule C are all copyrights, software, computer programs, mask works, and other works of authorship owned or controlled by Grantor which are registered with the United States Copyright Office.

3. Grantor shall not, hereafter, register any maskworks, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) providing Lender with at least 15 days' prior written notice thereof, (ii) providing Lender with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking such further actions as Lender may reasonably request from time to time to perfect or continue the perfection of Lender's interest in the Collateral, including without limitation the filing with the United States Copyright Office, simultaneously with the filing by Grantor of the application for any such registration, of a copy of this

Agreement or a Supplement hereto in form acceptable to Lender identifying the maskworks, software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of Lender.

4. This Agreement is being executed and delivered pursuant to the Loan Agreement; nothing herein limits any of the terms or provisions of the Loan Agreement, and Lender's rights hereunder and under the Loan Agreement are cumulative. This Agreement, the Loan Agreement and the other Loan Documents set forth in full all of the representations and agreements of the parties with respect to the subject matter hereof and supersede all prior discussions, oral representations, oral agreements and oral understandings between the parties. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. In the event of any litigation between the parties based upon, arising out of, or in any way relating to this Agreement, the prevailing party shall be entitled to recover all of his costs and expenses (including without limitation attorneys' fees) from the non-prevailing party. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of Lender and Grantor shall be governed by, and construed in accordance with the internal laws (and not the conflict of laws rules) of the State of California.

[signatures on next page]

Grantor:

PureTek Corporation

By: Digitally signed by:
Barry Pressman

Name: Barry Pressman

Title: Chief Executive Officer

Address of Grantor:

7900 Nelson Road
Panorama City, CA 91402

[Signature Page—Intellectual Property Security Agreement]

Address of Lender:

949 South Coast Drive, 3rd Floor
Costa Mesa, CA 92626

Lender:

Pacific Mercantile Bank

By: DocuSigned by:
Nick Valencia

Name: Nick Valencia

Title: Vice President/Sr. Relationship Manager

[Signature Page—Intellectual Property Security Agreement]

SCHEDULE A

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
See Attached		

PureTek Trademarks 3/21

Serial Number	Reg Number	WordMark	Check Status	Live/Dead	Filing Date	Registration Date
1	86240617	ALASKAN HEALTH	TSDR	LIVE	4/2/14	9/2/14
2	88011357	AQUAVITA	TSDR	LIVE	6/22/18	
3	76736961	BODY ESSENCE	TSDR	LIVE	4/8/01	7/2/02
4	75233624	BODY ESSENCE	TSDR	LIVE	1/28/97	4/2/02
5	87002556	CAMPHOTREX	TSDR	LIVE	4/15/16	11/22/16
6	90106105	CAPASL	TSDR	LIVE	8/11/20	2/23/21
7	90121703	CIRCAITA	TSDR	LIVE	8/18/20	
8	90051730	COVIDAL	TSDR	LIVE	7/14/20	
9	90090007	DERMACIN	TSDR	LIVE	8/3/20	
10	78464248	DERMACIN	TSDR	LIVE	8/3/04	9/18/07
11	87233377	DERMECTIN	TSDR	LIVE	11/0/16	4/25/17
12	90090112	FOLIXAPURE	TSDR	LIVE	8/3/20	2/23/21
13	88602892	FUZE	TSDR	LIVE	9/3/19	4/7/20
14	88903538	GEN RX	TSDR	LIVE	5/6/20	1/12/21
15	85703101	GEN+RX	TSDR	LIVE	8/14/12	4/18/13
16	85703110	GENRX COMPLEX	TSDR	LIVE	8/14/12	7/2/13
17	87038320	GREENRX	TSDR	LIVE	5/18/16	9/27/16
18	86635295	INFLAMMATRAL	TSDR	LIVE	5/19/15	6/14/16
19	86008862	L'ESSENCE DE BOSHEA	TSDR	LIVE	7/12/13	3/18/14
20	85888049	L'ESSENCE DE BOSHEA	TSDR	LIVE	7/19/10	4/17/12
21	90069583	LIDOCORT	TSDR	LIVE	7/23/20	
22	90090200	LIDOTRAL	TSDR	LIVE	8/3/20	2/23/21
23	90051745	LYDEXA	TSDR	LIVE	7/14/20	
24	85351811	OMEGASL	TSDR	LIVE	6/21/11	7/8/14
25	85351823	OTC CARE	TSDR	LIVE	6/21/11	4/23/13

Originals filed under lock and key in Barry's Office

SCHEDULE B

Patents and Patent Applications

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
NONE		

SCHEDULE C

Copyrights Registered with the United States Copyright Office

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
NONE		