

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM652791

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cartessa Aesthetics, LLC		04/22/2021	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	Crestline Direct Finance, L.P.		
Street Address:	201 Main Street		
Internal Address:	Suite 1900		
City:	Fort Worth		
State/Country:	TEXAS		
Postal Code:	76102		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5679562	CARTESSA	
Serial Number:	90310107	PHYSIQ	
Serial Number:	90318294	COOLPEEL	
Serial Number:	90321524	SKINWAVE	
Serial Number:	90321577	TETRA	
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:	TrademarksCH@winston.com		
Correspondent Name:	Becky 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:	06/09/2021		

CH \$140.00 5679562

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement"), dated as of April 22, 2021, is made by CARTESSA AESTHETICS, LLC, a New York limited liability company ("Grantor"), in favor of CRESTLINE DIRECT FINANCE, L.P., as collateral agent for the benefit of the Secured Parties (in such capacity, together with its successors and assigns in such capacity, the "Collateral Agent").

Grantor has executed and delivered a Pledge and Security Agreement, dated as of April 22, 2021, among each of the grantors party thereto and the Collateral Agent for the Secured Parties (as amended, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement") pursuant to which Grantor has pledged and granted to the Collateral Agent a continuing security interest in all Intellectual Property, including the Trademarks and the Trademark Licenses.

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

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement have the meanings provided to them or provided by reference in the Pledge and Security Agreement or Credit Agreement referred to therein.

2. Grant of Security Interest. Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in and continuing lien on all of Grantor's right, title and interest in, to and under all of the following assets and property of such Grantor, in each case whether now owned or existing or hereafter acquired or arising and wherever located (the "Trademark Collateral"):

(a) all of its Trademarks and all Trademark Licenses, including, without limitation, those referred to on Schedule 1 hereto but excluding any intent-to-use United States trademark applications or servicemark applications for which an amendment to alleged use or statement of use has not been filed under 15 U.S.C. §1051(c) or 15 U.S.C. §1051(d), respectively, or, if filed, has not been deemed in conformance with 15 U.S.C. §1051(a) or examined and accepted by the United States Patent and Trademark Office; all renewals and extensions of the foregoing;

(b) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(c) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent in connection with the Pledge and Security Agreement and is expressly subject to the terms and conditions thereof (which are incorporated by reference herein as if fully set forth herein). The

Pledge and Security Agreement (and all rights and remedies of the Collateral Agent thereunder) shall remain in full force and effect in accordance with its terms.

4. Excluded Property. Notwithstanding anything contrary in this Agreement, the Trademark Collateral shall not include any Excluded Property.

5. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Pledge and Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Pledge and Security Agreement, the terms of the Pledge and Security Agreement shall govern.

6. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together constitute one and the same original.

7. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

[signature pages follow]

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed and delivered by its officers thereunto duly authorized as of the day and year first above written.

GRANTOR:

CARTESSA AESTHETICS, LLC
a New York limited liability company

By _____

Name: Gabriel Lubin

Title: President and Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 007321 FRAME: 0190

Schedule 1

Trademark Collateral

Trademark	Serial Number	Filing Date	Registration Number	Registration Date
Cartessa	88013629	June 25, 2018	5679562	February 19, 2019
Physiq	90310107	November 10, 2020	N/A	N/A
Coolpeel	90318294	November 13, 2020	N/A	N/A
Skinwave	90321524	November 16, 2020	N/A	N/A
Tetra	90321577	November 16, 2020	N/A	N/A