

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM655303

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Prollemium Medical Technologies Inc.		05/28/2021	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Bank of Montreal		
Street Address:	100 King Street West, 21st Floor		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5X 1A1		
Entity Type:	National Banking Association: CANADA		
PROPERTY NUMBERS Total: 26			
Property Type	Number	Word Mark	
Serial Number:	88848837	OUTLINE	
Serial Number:	90169231	REVANESSE OUTLINE	
Serial Number:	88826868	REVANESSE SHAPE	
Serial Number:	85186223	MICROFILL	
Serial Number:	77876606	PHIDERMA COSMECEUTICALS	
Registration Number:	4079042	PR(O)LLENIUM	
Registration Number:	3968216	PROLLENIUM	
Registration Number:	5215916	PURAPLAS	
Registration Number:	4858340	REVANESSE	
Registration Number:	6066727	REVANESSE	
Registration Number:	5716314	REVANESSE	
Registration Number:	5912022	REVANESSE SKIN	
Registration Number:	5076190	REVANESSE ULTRA	
Registration Number:	5556594	REVANESSE VERSA	
Registration Number:	6274891	SILKLIFT	
Registration Number:	5646815	THIXOFIX TECHNOLOGY	
Serial Number:	88849240	CONTOUR	
Serial Number:	88849136	PURE	
Serial Number:	88849193	REJEUNESSE	
TRADEMARK			

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Property Type	Number	Word Mark
Serial Number:	88849373	SILK
Serial Number:	88849478	VERSA
Serial Number:	88434008	HYDRAGOLD
Serial Number:	90211437	REVANESSE KISS
Serial Number:	88849307	REVISE
Serial Number:	88849332	SHAPE
Serial Number:	88849425	ULTRA

CORRESPONDENCE DATA

Fax Number: 4122091845

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: 4122974900

Email: iptrademark.dcg@dentons.com

Correspondent Name: Dentons Cohen & Grigsby P.C.

Address Line 1: 625 Liberty Avenue

Address Line 4: Pittsburgh, PENNSYLVANIA 15222-3152

NAME OF SUBMITTER:	Robyn A. Shelton
SIGNATURE:	/robyn a. shelton/
DATE SIGNED:	06/22/2021

Total Attachments: 6

- source=22. IP Security Agreement (US) [Executed]#page1.tif
- source=22. IP Security Agreement (US) [Executed]#page2.tif
- source=22. IP Security Agreement (US) [Executed]#page3.tif
- source=22. IP Security Agreement (US) [Executed]#page4.tif
- source=22. IP Security Agreement (US) [Executed]#page5.tif
- source=22. IP Security Agreement (US) [Executed]#page6.tif

SECURITY AGREEMENT (INTELLECTUAL PROPERTY)

This Security Agreement (Intellectual Property) (as amended, restated, supplemented or replaced from time to time, this "**Agreement**") is dated this 28th day of May, 2021.

WHEREAS Prolenium Medical Technologies Inc. (the "**Debtor**") is the owner of the intellectual property set forth in Schedule A hereto, the registrations and applications for the intellectual property identified therein, all reissues, continuations or extensions of the foregoing, any underlying goodwill associated with such intellectual property and all proceeds of the foregoing, including, without limitation, any claim by the Debtor against any third parties for past, present or future infringement or any dilution of such intellectual property or injury to the goodwill associated with any such intellectual property; ; provided that no security interest shall be granted in any United States "intent to use" trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such "intent to use" trademark applications under applicable federal law (collectively, the "**Intellectual Property**");

AND WHEREAS the Debtor, *inter alios*, has delivered a general security agreement dated on or about the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**") to Bank of Montreal (the "**Secured Party**").

AND WHEREAS pursuant to the Security Agreement, the Debtor pledges, assigns, mortgages and charges to the Secured Party and grants to the Secured Party a security interest in favor of the Secured Party in, *inter alia*, all present and after-acquired intangible personal property of the Debtor including all of its present and future goodwill of the businesses with which the Intellectual Property is associated, intellectual property and claims and causes of action of every nature and kind, including without limitation the Intellectual Property (the "**Security Interest**");

AND WHEREAS the Debtor and the Secured Party desire to record this Agreement with the United States Patent and Trademark Office to provide third parties with notice of the grant of the Security Interest;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in accordance with the terms and obligations set forth in the Security Agreement, the Debtor hereby confirms the granting of the Security Interest to the Secured Party.

The Debtor agrees that this Agreement may be recorded with the United States Patent and Trademark Office and such other authorities as the Secured Party desires to provide notice to third parties of the Security Interest granted under the Security Agreement.

Notwithstanding the foregoing, nothing herein shall be deemed to supersede, nor shall anything herein be used for the purpose of interpreting, the Security Agreement, and this Agreement is not intended to alter in any way the rights or obligations of the Debtor or the Secured Party set forth in the Security Agreement. For the avoidance of doubt, if the terms of this Agreement conflict with the Security Agreement, the terms of the Security Agreement shall govern.


This Agreement may be executed by facsimile or pdf, and any signature contained hereon by facsimile or pdf shall be deemed to be equivalent to an original signature for all purposes.

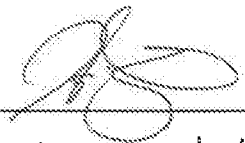
This Agreement shall be governed by and construed in accordance with the laws of the State of New York and the federal laws of the United States of America applicable therein.

[Remainder of page intentionally blank; signature page follows.]

IN WITNESS WHEREOF, this Agreement has been executed and delivered by the Debtor under the hands of its proper officers duly authorized in that behalf.

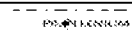
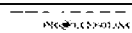
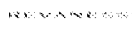
PROLLENIUM MEDICAL TECHNOLOGIES INC.

By: 
name: Aryou Khosh Bin
title: President

By: 
name: Kashayar Ighanian
title: VP

SCHEDULE "A"

Trademarks

No.	Trademark	Application No.	Filing Date	Registration No.	Status
1.	OUTLINE	1554362	8/24/2020	1554362	Registered
2.	OUTLINE	88848837	3/26/2020	N/A	Suspended
3.	REVANESSE OUTLINE	90169231	9/9/2020	N/A	Suspended
4.	REVANESSE SHAPE	88826868	3/9/2020	N/A	Registration pending
5.	MICROFILL	85186223	11/29/2010	4771037	Registered
6.	PHIDERMA COSMECEUTICALS	77876606	11/19/2009	3987707	Registered
7.	PR(O)LLENIUUM & Design		11/8/2010	4079042	Registered
8.	PROLLENIUUM & Design		11/16/2006	3968216	Registered
9.	PURAPLAS	85970920	6/26/2013	5215916	Registered
10.	REVANESSE	86581705	3/30/2015	4858340	Registered
11.	REVANESSE (Stylized)		2/7/2019	6066727	Registered
12.	REVANESSE	87441008	5/8/2017	5716314	Registered
13.	REVANESSE SKIN	88123945	9/19/2018	5912022	Registered
14.	REVANESSE ULTRA	86648326	6/2/2015	5076190	Registered
15.	REVANESSE VERSA	87441060	5/8/2017	5556594	Registered
16.	SILKLIFT	87843883	3/21/2018	6274891	Registered
17.	THIXOFIX TECHNOLOGY	87852095	3/27/2018	5646815	Registered
18.	CONTOUR	88849240	3/26/2020	N/A	Published

No.	Trademark	Application No.	Filing Date	Registration No.	Status
19.	PURE	88849136	3/26/2020	N/A	Pending
20.	REJEUNESSE	88849193	3/26/2020	N/A	Pending
21.	SILK	88849373	3/26/2020	N/A	Pending
22.	VERSA	88849478	3/26/2020	N/A	Pending
23.	HYDRAGOLD	88434008	5/16/2019	N/A	Allowed
24.	REVANESSE KISS	90211437	9/25/2020	N/A	Allowed
25.	REVISE	88849307	3/26/2020	N/A	Allowed
26.	SHAPE	88849332	3/26/2020	N/A	Allowed
27.	ULTRA	88849425	3/26/2020	N/A	Allowed

Patents

None.