

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM657315

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Skinpossible Laser & Light Solutions Ltd.		06/30/2021	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Golub Capital Markets LLC, as Agent		
Street Address:	200 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10166		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4109961	SKINPOSSIBLE	
Registration Number:	4115956	SKINPOSSIBLE	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061209		
Email:	JESSICA.BAJADA-SILVA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP, C/O JESSICA BAJADA		
Address Line 1:	1271 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	053644-0228		
NAME OF SUBMITTER:	Jessica Bajada-Silva		
SIGNATURE:	/s/ Jessica Bajada-Silva		
DATE SIGNED:	07/01/2021		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is entered into as of June 30, 2021, (this “Agreement”), among Skinpossible Laser & Light Solutions Ltd., an Alberta corporation, 0929069 B.C. Ltd. (fka Victoria MD Esthetics Ltd.), a British Columbia corporation, and Sassi Consulting Inc., an Alberta corporation (each, a “Grantor”) and Golub Capital Markets LLC, as administrative agent and collateral agent (in such capacities, the “Agent”) for the ratable benefit of the Secured Parties (as defined in the Credit Agreement described below).

Reference is made to that certain Canadian Pledge and Security Agreement, dated as of March 4, 2021 (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 Grantors party thereto and the Agent. The Lenders (as defined below) extended credit to FYi Eye Care Services and Products Inc. (f/k/a FYi Optical Acquisitions Inc.), an Alberta corporation (the “Canadian Borrower”), FYi Medical Aesthetics Inc., an Alberta corporation (“Aesthetics Borrower”), FYi USA Inc. (the “U.S. Borrower” and, together with the Canadian Borrower and the Aesthetics Borrower, the “Borrowers”) under the Credit Agreement, dated as of March 4, 2020 (as amended by that certain amendment no. 1 to the credit agreement dated as of the date hereof, and as may be further amended, restated, amended and restated, supplemented or otherwise modified, the “Credit Agreement”), among, inter alios, the Borrowers, the lenders from time to time party thereto, as lenders (the “Lenders”), the Issuing Banks and Golub Capital Markets LLC, 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:

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, provided that, all terms, definitions and other provisions of the Credit Agreement incorporated by reference into this Agreement shall be determined as if such terms, definitions and other provisions were interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in the Province of Ontario.

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, collaterally assign, mortgage, transfer and grant to the 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 favour of such Grantor and regardless of where located (collectively, the “IP Collateral”):

all Trademarks, including the Trademark registrations and registration applications in the Canadian Intellectual Property Office or the United States Patent and Trademark Office listed on Schedule I hereto, together with (a) all goodwill of the business symbolized by the foregoing; (b) all renewals of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including damages, claims, and payments for past and future infringements, dilutions, or violations thereof; (d) all rights to sue for past, present, and future infringements, dilutions or violations of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (e) all rights corresponding to any of the foregoing throughout the world; 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, and all proceeds of the foregoing, in each case to the extent the foregoing items constitute Collateral.

Each Grantor confirms that (i) value has been given by the Secured Parties to such Grantor, (ii) such Grantor has rights in the IP Collateral in which it has granted a security interest existing at the date of this Agreement, (iii) each of the Security Agreement and this Agreement constitutes a “security agreement” as such term is defined in the PPSA, (iv) the security interests created by the Security Agreement and this Agreement are intended to attach (a) with respect to IP Collateral that is now in existence, upon execution of this Agreement, and (b) with respect to Collateral that comes into existence in the future, upon such Grantor acquiring rights in the IP Collateral or the power to transfer rights in the Collateral to the Agent, and (v) such Grantor and the Agent have not agreed to postpone the time for attachment of the security interests granted hereunder in favour of the Agent to any of the IP Collateral of such Grantor.

Security Agreement. The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the 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.

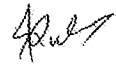
Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement shall become effective when the Agent shall have received a counterpart of this Agreement that bears the signature of each Grantor and the Agent has executed a counterpart hereof. Delivery of an executed signature page to this Agreement by facsimile transmission or by email as a “.pdf” or “.tiff” attachment shall be as effective as delivery of a manually signed counterpart of this Agreement.

GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE PROVINCE OF ONTARIO AND THE FEDERAL LAWS OF CANADA APPLICABLE THEREIN.


[Signature Pages Follow]

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


SKINPOSSIBLE LASER & LIGHT SOLUTIONS LTD.

By: 
Name: Imran Gulam
Title: Director and Treasurer

SASSI CONSULTING INC.

By: 
Name: Imran Gulam
Title: Director and Treasurer

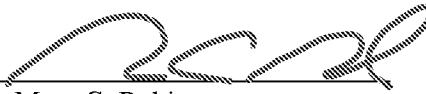
0929069 B.C. LTD.

By: 
Name: Imran Gulam
Title: Director and Treasurer

*Trademark Security
Agreement*

**TRADEMARK
REEL: 007342 FRAME: 0629**

GOLUB CAPITAL MARKETS LLC,
as the Agent

By: 

Name: Marc C. Robinson

Title: Senior Managing Director

SCHEDULE I

CANADIAN TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER AND DATE	TRADEMARK
Skinpossible Laser & Light Solutions Ltd.	TMA819151 05-MAR-2012	SKINPOSSIBLE
0929069 B.C. Ltd.	TMA789171 31-JAN-2011	M D ESTHE+ICS DESIGN
0929069 B.C. Ltd.	TMA788552 25-JAN-2011	MD ESTHETICS
Sassi Consulting Inc.	TMA1095947 16-MAR-2021	LOOK GOOD, NOT DONE
Sassi Consulting Inc.	TMA1095944 16-MAR-2021	LUCERE

UNITED STATES TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER AND DATE	TRADEMARK
Skinpossible Laser & Light Solutions Ltd.	4109961 06-Mar-2012	SKINPOSSIBLE
Skinpossible Laser & Light Solutions Ltd.	4115956 20-Mar-2012	SKINPOSSIBLE