

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM691581

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JAMRM, LLC		12/01/2021	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	MIDCAP FINANCIAL TRUST		
Street Address:	7255 WOODMONT AVENUE		
Internal Address:	SUITE 300		
City:	BETHESDA		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	STATUTORY TRUST: DELAWARE		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
Registration Number:	6195801	IFIRM	
Registration Number:	6158888	MELAPATH	
Registration Number:	6231351	YOUTHFULL LIP REPLENISHER	
Registration Number:	5918060	LET'S GROW YOUNG TOGETHER	
Registration Number:	5956108	RELENTLESS INNOVATION. ADVANCED RESULTS.	
Registration Number:	5717341	TRUPHYSICAL	
Registration Number:	5624427	D E J NIGHT FACE CREAM	
Registration Number:	5541095	TEAMINE	
Registration Number:	5448152	NECTIFIRM ADVANCED	
Registration Number:	5028912	D · E · J FACE CREAM	
Registration Number:	5028911	D · E · J EYE CREAM	
Registration Number:	5001643	RETINOL COMPLETE	
Registration Number:	5001342	REVISION SKINCARE	
Registration Number:	3674517	LUMIQUIN	
Registration Number:	3143528	NECTIFIRM	
Registration Number:	3551359	INTELLISHADE	
Registration Number:	2633142	TEAMINE COMPLEX	
Registration Number:	2309879	REVISION	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	6224168	C+ CORRECTING COMPLEX 30%
Registration Number:	6462618	INTELLISHADE
Serial Number:	90668098	ACHIEVE HEALTHY, BEAUTIFUL SKIN
Serial Number:	90742197	REVISION SKINCARE
Serial Number:	90825438	D E J

CORRESPONDENCE DATA

Fax Number: 3105572193

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: 310-557-2900

Email: KLATHROP@PROSKAUER.COM

Correspondent Name: PROSKAUER ROSE LLP

Address Line 1: 2029 CENTURY PARK EAST, SUITE 2400

Address Line 2: C/O KIMBERLEY A. LATHROP

Address Line 4: LOS ANGELES, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	11964.428
NAME OF SUBMITTER:	Kimberley A. Lathrop
SIGNATURE:	/Kimberley A. Lathrop/
DATE SIGNED:	12/01/2021

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (including all annexes, exhibits and schedules hereto, as the same may be amended, restated, amended and restated, modified and/or supplemented from time to time, this “**Trademark Security Agreement**”) dated as of December 1, 2021, is made by JAMRM, LLC, a Texas limited liability company (“**Grantor**”), in favor of MidCap Financial Trust, as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, “**Agent**”) for the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to that certain Senior Credit Agreement, dated as of December 1, 2021 (as the same may be amended, restated, amended and restated, modified, and/or supplemented from time to time, the “**Credit Agreement**”), by and among, Revision Buyer LLC, a Delaware limited liability company (“**Revision Borrower**”), Goodier Buyer LLC, a Delaware limited liability company (“**Goodier Borrower**”, and together with Revision Borrower, collectively, the “**Borrowers**” and, individually, each a “**Borrower**”), Revision Holdco LLC, a Delaware limited liability company, Goodier Holdco LLC, a Delaware limited liability company, MidCap Financial Trust, as Agent for the Lenders and L/C Issuers, and the Lenders and L/C Issuers from time to time party thereto, the Secured Parties have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Senior Guaranty and Security Agreement dated as of the Closing Date in favor of Agent (the “**Guaranty and Security Agreement**”), to guarantee the Secured Obligations of Borrowers; and

WHEREAS, Grantor is a party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, Grantor hereby agrees with Agent as follows:

1. **Defined Terms.** Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement or the Credit Agreement, as applicable.

2. **Grant of Security Interest in Trademark Collateral.** Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the “**Trademark Collateral**”):

- (a) all of its Trademarks referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) 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.

Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the security interest attach to, any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a "Statement of Use" and issuance of a "Certificate of Registration" pursuant to Section 1(d) of the Lanham Act or an accepted filing of an "Amendment to Allege Use" whereby such intent-to-use Trademark application is converted to a "use in commerce" application pursuant to Section 1(c) of the Lanham Act.

3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guaranty and Security Agreement, the provisions of the Guaranty and Security Agreement shall control.

4. Grantor Remains Liable. Notwithstanding anything herein to the contrary, Grantor hereby assumes full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Agreements subject to a security interest hereunder.

5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

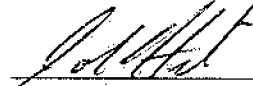
6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

JAMRM, LLC, as Grantor

By: 

Name: John Hinds

Title: Chief Financial Officer and Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007513 FRAME: 0511

ACCEPTED AND AGREED
as of the date first above written:

MIDCAP FINANCIAL TRUST, as Agent

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP, LLC,
its general partner

By: _____

Name: Maurice Amsellem

Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]