

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM694658

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HAYFIN SERVICES LLP		12/13/2021	Limited Liability Partnership: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	QUALDERM PARTNERS, LLC		
Street Address:	210 Jamestown Park Dr.		
Internal Address:	Suite 250		
City:	Brentwood		
State/Country:	TENNESSEE		
Postal Code:	37027		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86584666	QUALDERM	
Registration Number:	5507380	QUALDERM PARTNERS	
CORRESPONDENCE DATA			
Fax Number:	6152446804		
<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:	615-850-8741		
Email:	robert.felber@wallerlaw.com		
Correspondent Name:	Robert P. Felber, Jr.		
Address Line 1:	c/o Waller Lansden Dortch & Davis, LLP		
Address Line 2:	511 Union Street, Suite 2700		
Address Line 4:	Nashville, TENNESSEE 37219		
ATTORNEY DOCKET NUMBER:	030468.16544		
NAME OF SUBMITTER:	Robert P. Felber, Jr.		
SIGNATURE:	/ROBERT P. FELBER, JR./		
DATE SIGNED:	12/14/2021		
Total Attachments: 4			
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TERMINATION TO TRADEMARK SECURITY AGREEMENT

This **TERMINATION TO TRADEMARK SECURITY AGREEMENT** (this “*Termination*”), dated as of December 13, 2021, is executed by HAYFIN SERVICES LLP, as administrative agent for the Secured Parties (in such capacity, together with its successors and assigns, the “*Administrative Agent*”), with an address at One Eagle Place, London, UK SW1Y 6AF, in favor of QUALDERM PARTNERS, LLC, a Delaware limited liability company (“*Grantor*”), with an address at 210 Jamestown Park Dr., Suite 250, Brentwood, TN 37027. Capitalized terms not otherwise defined herein shall have those meanings set forth in the Security Agreement.

RECITALS

WHEREAS, Grantor is party to that certain Pledge and Security Agreement, dated as of September 4, 2018 (as amended, amended or restated, supplemented, renewed, extended or otherwise modified from time to time, the “*Security Agreement*”) in favor of Administrative Agent;

WHEREAS, in connection with the Security Agreement, Grantor and Administrative Agent entered into that certain Trademark Security Agreement dated as September 4, 2018 (the “*Agreement*”) pursuant to which Grantor granted to Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined in the Agreement); and

WHEREAS, Administrative Agent has agreed to terminate, fully discharge and release its security interest in the Trademark Collateral as herein provided.

NOW, THEREFORE, in consideration of the foregoing, Administrative Agent agrees as follows:

1. Administrative Agent hereby terminates, fully discharges and releases its security interest in the Trademark Collateral, including without limitation those trademark registrations and applications listed on *Schedule 1* hereto, which security interest was evidenced by the recordation of the Agreement with the United States Patent and Trademark Office on September 4, 2018, at reel/frame 6428/0917, including:

- (a) (i) all of its trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers of the Grantor, and all goodwill of the business associated therewith, now existing or thereafter adopted or acquired including those referred to in Item A of *Schedule 1*, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any state thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing;

- (b) all Trademark licenses for the grant by or to the Grantor of any right to use any Trademark, including each Trademark license referred to in Item B of *Schedule I*;
- (c) all of the goodwill of the business connected with the use of, and symbolized by, the items described in, clause (a), and to the extent applicable clause (b);
- (d) the right to sue third parties for past, present and future infringements of any Trademark described in clause (a) and, to the extent applicable, clause (b); and
- (e) all Proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

2. Administrative Agent hereby authorizes Grantor or Grantor's agent to record this Termination with the United States Patent and Trademark Office and any other relevant governmental authority.

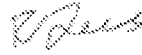
3. This Termination and the rights and obligations of the parties under this Termination shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

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IN WITNESS WHEREOF, Administrative Agent has executed this Termination on the date first written above.

ADMINISTRATIVE AGENT:

HAYFIN SERVICES LLP



By: _____

Name: Erica Hughes

Title: Authorised Signatory

SCHEDULE 1
to the Termination to Trademark Security Agreement

TRADEMARKS

Item A Trademarks

Registered Trademarks

Jurisdiction	Trademark	Reg. No. (App. No.)	Owner	Third Party Licensing Agreement
USPTO	QUALDERM	86584666	QualDerm Partners, LLC	None.
USPTO	QUALDERM PARTNERS	5507380	QualDerm Partners, LLC	None.

Pending Trademark Applications

None.

Item B Trademark Licenses

None.