

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM699177

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EDGE SYSTEMS LLC		12/30/2021	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	10 SOUTH DEARBORN		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 36			
Property Type	Number	Word Mark	
Registration Number:	5891715	I	
Registration Number:	6479166	HYDRAFACIAL	
Registration Number:	4317059	HYDRAFACIAL	
Registration Number:	4738970	HYDRAFACIAL	
Registration Number:	5979673	PERK	
Registration Number:	6399149	SKIN PERK	
Registration Number:	6350937	PERK	
Registration Number:	6350938	PERK CLEANSE WITH BENEFITS	
Registration Number:	5984643	PERK CLEANSE WITH BENEFITS	
Registration Number:	6350939	PERK HYBRID SKIN SYSTEM	
Registration Number:	5984639	PERK HYBRID SKIN SYSTEM	
Registration Number:	5984641	PERK	
Registration Number:	6576884	HYDRAFACIAL INDEX	
Registration Number:	3341027	HYDRAFACIAL MD	
Registration Number:	4738971	HYDRAFACIAL MD	
Registration Number:	5012576	HYDRAFACIAL MD CTGF	
Registration Number:	6316212	REGEN GF	
Registration Number:	5883759	GLIMPSE	
Registration Number:	3500086	HYDROPEEL	

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Property Type	Number	Word Mark
Registration Number:	5619867	ACTIV-4
Registration Number:	5619866	ANTIOX-6
Registration Number:	5619865	BETA-HD
Registration Number:	4540121	BRITENOL
Registration Number:	5619864	DERMABUILDER
Registration Number:	2992734	THE EDGE SYSTEM
Registration Number:	5020133	E EDGE FOR LIFE
Registration Number:	4931546	MY LIFE. MY TIME. MY SKIN.
Registration Number:	4530317	SKIN WELLNESS FOR LIFE
Registration Number:	4760530	SMARTFACIAL
Registration Number:	2622074	SOFT AS A BABY'S...
Registration Number:	4114473	UV SMART
Registration Number:	4114466	VORTEX-FUSION
Registration Number:	6030752	HYDRAFACIAL KERAVIVE
Registration Number:	6080194	HYDRAFACIAL KERAVIVE
Registration Number:	6217989	GLOWVOLUTION
Registration Number:	6176816	FACELIFE

CORRESPONDENCE DATA

Fax Number: 2149813400

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: 214-981-3483

Email: dclark@sidley.com

Correspondent Name: Dusan Clark, Esq.

Address Line 1: Sidley Austin LLP

Address Line 2: 2021 McKinney Ave., Suite 2000

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER: 36084-30126

NAME OF SUBMITTER: Dusan Clark

SIGNATURE: /Dusan Clark/

DATE SIGNED: 01/03/2022

Total Attachments: 7

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**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (the “Confirmatory Grant”) is made effective as of December 30, 2021 by and from EDGE SYSTEMS LLC, a California limited liability company (the “Grantor”), to and in favor of JPMORGAN CHASE BANK, N.A., (the “Grantee”) for itself and as Administrative Agent for the Secured Parties (as defined in the Credit Agreement referenced below).

WHEREAS, the Grantor, the other Loan Parties party thereto, the Lenders party thereto and Grantee have entered into a Credit Agreement dated as of December 30, 2021 (as may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”).

WHEREAS, the Grantor, the other Loan Parties and the Grantee have entered into a Pledge and Security Agreement dated December 30, 2021 (as may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

WHEREAS, the Grantor owns the trademarks (the “Trademarks”) listed on Exhibit A attached hereto, which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meanings given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Secured Obligations. Upon the payment in full of all Secured Obligations (other than Unliquidated Obligations that have not yet arisen), Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Grantor all reasonably requested instruments in writing or otherwise, releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

(b) The Grantor hereby grants to Grantee a security interest in (1) all of Grantor's right, title and interest in and to the Trademarks now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds and products of the Trademarks, (3) the goodwill associated with such Trademarks, and (4) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same.

3) Counterparts. This Confirmatory Grant 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. Delivery of an executed counterpart of a signature page of this Agreement that is an Electronic Signature transmitted by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page shall be effective as delivery of a manually executed counterpart of this Confirmatory Grant.

4) Governing Law. This Confirmatory Grant 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.

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest in United States Trademarks effective as of the date first written above.

EDGE SYSTEMS LLC

By: _____

Name: Jayuan Woo

Title: Chief Financial Officer

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

Registered Trademarks:

Case Number	Client Id	Organization Name	Title Or Mark	Status	Filing Date	Application #	Registration #	Date Issued Or Abandoned	Class	Renewal Date	Sec 8 Renewal Date Due	Sec 15 Renewal Date Due
EDGE0010T-US	EDGE	Edge Systems LLC	i (stylized)	Registered	4/17/2017	87414128	5891715	10/22/2019	3	10/22/2029	10/22/2025	10/22/2025
EDGE0012-2	EDGE	Edge Systems LLC	Hydratfacial	Registered	3/12/2021	90576983	6479166	9/7/2021	10	9/7/2031	9/7/2027	9/7/2027
EDGE0012T-US	EDGE	Edge Systems LLC	HydraFacial	Registered	8/17/2012	85706409	4317059	4/9/2013	10	4/9/2023		
EDGE0012T-US1	EDGE	Edge Systems LLC	HYDRAFACIAL	Registered	10/2/2014	86412957	4738970	5/19/2015	3	5/19/2025		
EDGE0013	EDGE	Edge Systems LLC	Perk	Registered	4/5/2019	88374045	5979673	2/4/2020	10	2/4/2030	2/4/2026	2/4/2026
EDGE0013-3	EDGE	Edge Systems LLC	SKIN PERK (design)	Registered	10/6/2015	86779341	6399149	6/29/2021	3	6/29/2031	6/29/2027	6/29/2027
EDGE0013T-US	EDGE	Edge Systems LLC	Perk (design)	Registered	10/6/2015	86780015	6350937	5/18/2021	35	5/18/2031	5/18/2027	5/18/2027
EDGE0013T-US1	EDGE	Edge Systems LLC	PERK CLEANSE WITH BENEFITS (design)	Registered	10/6/2015	86780048	6350938	5/18/2021	35	5/18/2031	5/18/2027	5/18/2027
EDGE0013T-USID	EDGE	Edge Systems LLC	PERK CLEANSE WITH BENEFITS (design)	Registered	10/6/2015	86984525	5984643	2/11/2020	3	2/11/2030	2/11/2026	2/11/2026

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EDGE0013T-US2	EDGE	Edge Systems LLC	PERK SKIN (design)	HYBRID SYSTEM	Registered	10/9/2015	86783211	6350939	5/18/2021	3	5/18/2031	5/18/2027	5/18/2027
EDGE0013T-US2D	EDGE	Edge Systems LLC	PERK SKIN (design)	HYBRID SYSTEM	Registered	10/9/2015	86984521	5984639	2/11/2020	10	2/11/2030	2/11/2026	2/11/2026
EDGE0013T-USD	EDGE	Edge Systems LLC	Perk (design)		Registered	10/6/2015	86984523	5984641	2/11/2020	3	2/11/2030	2/11/2026	2/11/2026
EDGE0014T-US	EDGE	Edge Systems LLC	HydraFacial Index		Registered	4/20/2018	87886739	6576884	11/30/2021	44	11/30/2031	11/30/2027	11/30/2027
EDGE0016T-US	EDGE	Edge Systems LLC	HydraFacial MD		Registered	2/9/2005	78563560	3341027	11/20/2007	10	11/20/2027		
EDGE0016T-US1	EDGE	Edge Systems LLC	HYDRAFACIAL MD		Registered	10/2/2014	86412986	4738971	5/19/2015	3	5/19/2025		
EDGE0016T-US2	EDGE	Edge Systems LLC	HYDRAFACIAL MD CTGF		Registered	12/17/2015	86852443	5012576	8/2/2016	3	8/2/2026	8/2/2022	8/2/2022
EDGE0022T-US	EDGE	Edge Systems LLC	ReGen GF		Registered	3/5/2019	88326690	6316212	4/6/2021	3	4/6/2031	4/6/2027	4/6/2027
EDGE0024T-US	EDGE	Edge Systems LLC	GLIMPSE		Registered	3/26/2019	88357695	5883759	10/15/2019	35	10/15/2029	10/15/2025	10/15/2025
EDGE0025T-US	EDGE	Edge Systems LLC	HYDROPEEL		Registered	2/9/2005	78563556	3500086	9/9/2008	10	9/9/2028		
EDGE0026T-US	EDGE	Edge Systems LLC	ACTIV-4		Registered	9/3/2015	86747266	5619867	12/4/2018	3	12/4/2028	12/4/2024	12/4/2024
EDGE0027T-US	EDGE	Edge Systems LLC	ANTTOX-6		Registered	9/3/2015	86747245	5619866	12/4/2018	3	12/4/2028	12/4/2024	12/4/2024
EDGE0028T-US	EDGE	Edge Systems LLC	BETA-HD		Registered	9/3/2015	86747216	5619865	12/4/2018	3	12/4/2028	12/4/2024	12/4/2024

EDGE0029T-US	EDGE	Edge Systems LLC	BRITENOL	Registered	5/17/2013	85935648	4540121	5/27/2014	3	5/27/2024		
EDGE0030T-US	EDGE	Edge Systems LLC	DERMABUILDER	Registered	9/3/2015	86747166	5619864	12/4/2018	3	12/4/2028	12/4/2024	12/4/2024
EDGE0031T-US	EDGE	Edge Systems LLC	THE EDGE SYSTEM	Registered	8/17/2000	76112304	2992734	9/6/2005	10	9/6/2015	9/6/2011	9/6/2011
EDGE0031T-US1	EDGE	Edge Systems LLC	EDGE FOR LIFE (design)	Registered	2/27/2015	86548465	5020133	8/16/2016	3	8/16/2026	8/16/2022	8/16/2022
EDGE0032T-US	EDGE	Edge Systems LLC	MY LIFE. MY TIME. MY SKIN.	Registered	6/23/2015	86671914	4931546	4/5/2016	3	4/5/2026	4/5/2022	4/5/2022
EDGE0033T-US	EDGE	Edge Systems LLC	SKIN WELLNESS FOR LIFE	Registered	8/17/2012	85706432	4530317	5/13/2014	41	5/13/2024		
EDGE0034T-US	EDGE	Edge Systems LLC	SMARTFACIAL	Registered	10/5/2011	85439647	4760530	6/23/2015	3	6/23/2025		
EDGE0035T-US	EDGE	Edge Systems LLC	SOFT AS A BABY'S...	Registered	10/20/2000	76150910	2622074	9/17/2002	10	9/17/2012	9/17/2008	9/17/2008
EDGE0036T-US	EDGE	Edge Systems LLC	UV SMART	Registered	7/13/2011	85370389	4114473	3/20/2012	3	3/20/2022	3/20/2018	3/20/2018
EDGE0037T-US	EDGE	Edge Systems LLC	VORTEX-FUSION	Registered	7/13/2011	85370216	4114466	3/20/2012	10	3/20/2022	3/20/2018	3/20/2018
EDGE0038	EDGE	Edge Systems LLC	HydraFacial Keravive	Registered	4/11/2019	88382087	6030752	4/7/2020	3	4/7/2030	4/7/2026	4/7/2026
EDGE0038-2	EDGE	Edge Systems LLC	HydraFacial Keravive (design)	Registered	12/11/2019	88724058	6080194	6/16/2020	3	6/16/2030	6/16/2026	6/16/2026
EDGE0043T-US	EDGE	Edge Systems LLC	Glowvolution	Registered	10/7/2019	88645274	6217989	12/8/2020	35	12/8/2030	12/8/2026	12/8/2026

EDGE0044T-US	EDGE	Edge Systems LLC	FaceLife	Registered	4/1/2020	88856682	6176816	10/13/2020	10	10/13/2030	10/13/2026	10/13/2026
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