

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM699564

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Skin Center Management, LLC		12/29/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	RF Investment Partners SBIC, LP		
Street Address:	150 N. Wacker Drive, Suite 2160		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	5007176	3D LYFT	
Registration Number:	3631195	QUICKLIFT	
Registration Number:	3703255	EYEQ	
Registration Number:	3703256	VEINFREE	
Registration Number:	4714267	THE SKIN CENTER EXPRESS	
Registration Number:	5013909	THE SKIN CENTER MEDICAL SPA	
Serial Number:	90600287	THE SKIN CENTER EXPRESS	
Serial Number:	90606062		
Serial Number:	90741536	AWAKENING CONFIDENCE THROUGH AESTHETICS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	8047757791		
Email:	shiers@mcguirewoods.com		
Correspondent Name:	Christel E. Harlacher		
Address Line 1:	800 E. Canal Street		
Address Line 4:	Richmond, VIRGINIA 23219		
NAME OF SUBMITTER:	Christel E. Harlacher		

OP \$240.00 5007176

SIGNATURE:	/Christel E. Harlacher/
DATE SIGNED:	01/04/2022
Total Attachments: 9 source=RF-Skin Center - Intellectual Property Security Agreement (Executed)#page1.tif source=RF-Skin Center - Intellectual Property Security Agreement (Executed)#page2.tif source=RF-Skin Center - Intellectual Property Security Agreement (Executed)#page3.tif source=RF-Skin Center - Intellectual Property Security Agreement (Executed)#page4.tif source=RF-Skin Center - Intellectual Property Security Agreement (Executed)#page5.tif source=RF-Skin Center - Intellectual Property Security Agreement (Executed)#page6.tif source=RF-Skin Center - Intellectual Property Security Agreement (Executed)#page7.tif source=RF-Skin Center - Intellectual Property Security Agreement (Executed)#page8.tif source=RF-Skin Center - Intellectual Property Security Agreement (Executed)#page9.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of December 29, 2021 (this "Agreement"), is made by THE SKIN CENTER MANAGEMENT, LLC, a Delaware limited liability company (the "Grantor"), in favor of RF INVESTMENT PARTNERS SBIC, LP, a Delaware limited partnership, as collateral agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the benefit of itself and the Purchasers (as defined below). Capitalized terms used herein without definition are used as defined in the Security Agreement (as hereinafter defined).

WHEREAS, the Issuer, the persons from time to time party thereto as purchasers (the "Purchasers"), Agent and PineBridge Private Credit Agent LLC, as administrative agent, have entered into a Note Purchase Agreement, dated as of the date hereof (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the "Purchase Agreement");

WHEREAS, in connection with the Purchase Agreement, the Grantor and each other person party thereto as a guarantor or grantor have entered into the Guaranty and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of Agent for the benefit of itself and the Purchasers; and

WHEREAS, the Security Agreement requires the Grantor to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Security Agreement, the Grantor hereby agrees as follows:

Section 1 Grant of Security Interest in Intellectual Property 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 pledges to Agent, for the benefit of itself and the Purchasers, and grants to Agent, for the benefit of itself and the Purchasers, a security interest in, all of its right, title and interest in, to and under the following, whether now owned or hereafter acquired or arising (collectively, the "Collateral"):

(i) all of its Patents, including, without limitation, those referred to on Schedule I hereto;

(ii) all of its Trademarks and all trademark licenses providing for the grant by or to Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule II hereto, but excluding any "intent to use" Trademark applications for which a verified statement of use or an amendment to allege use has not been filed with the United States Patent and Trademark Office, together with all goodwill of the business connected with the use of, and symbolized by, each such Trademark;

(iii) all of its Copyrights, including without limitation, those referred to on Schedule III hereto;

(iv) all renewals and extensions of the foregoing;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including 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.

Section 2 **Security Agreement.** The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Security Agreement, and Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between this Agreement and the Security Agreement (or any portion hereof or thereof), the terms of the Security Agreement shall prevail.

Section 3 **Grantors Remain Liable.** Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Collateral, in each case subject to a security interest hereunder.

Section 4 **Counterparts.** This 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.

Section 5 **Governing Law.** This Agreement shall be governed by, construed in accordance with, and enforced under, the laws of the State of New York, without regard to the principles of conflicts of law of such state that would require the application of the law of another jurisdiction, other than Sections 5-1401 and 5-1402 of the New York General Obligations Law.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Security Agreement to be executed and delivered as of the date first set forth above.

THE SKIN CENTER MANAGEMENT, LLC, a
Delaware limited liability company

Greg Sanker

By: _____

Name: Greg Sanker

Title: Chief Executive Officer

[Signature Page to Intellectual Property Security Agreement (Skin Center)]

RF INVESTMENT PARTNERS SBIC, LP, as Agent

By: RF INVESTMENT PARTNERS, LLC,
its general partner

By:  _____

Name: Peter Fidler

Title: Managing Partner

SCHEDULE I

Patents

None.

Patent Applications

None.

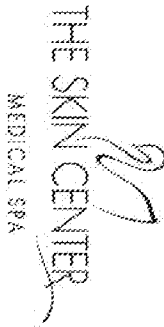
Trademark Licenses

None.

SCHEDULE II


Registered Trademarks

<u>Mark</u>	<u>Reg./App. Number</u>	<u>Status</u>	<u>Renewal Due</u>	<u>Services</u>	<u>Notes</u>	<u>Grantor</u>
3D LYFT	5007176	Registered - July 26, 2016	7/26/2025 - 7/27/2026	Cosmetic surgery services; Medical spa services, namely, minimally and non-invasive cosmetic and body fitness therapies.		The Skin Center Management, LLC
QUICKLIFT	3631195	Registered - June 2, 2009	6/2/2028 - 6/4/2029	Cosmetic surgery.		The Skin Center Management, LLC
EYEQ	3703255	Registered - October 27, 2009	10/27/2028 - 10/29/2029	Medical services, namely, eye lift procedure.		The Skin Center Management, LLC
VEINFREE	3703256	Registered - October 27, 2009	10/27/2028 - 10/29/2029	Medical services, namely, laser vein procedure.		The Skin Center Management, LLC
THE SKIN CENTER EXPRESS [SUPPLEMENTAL]	4714267	Registered - March 31, 2015	3/31/2024 - 3/31/2025	Medical spa services, namely, minimally and non-invasive		The Skin Center Management, LLC

				cosmetic and body fitness therapies; cosmetic surgery services.	This mark will not be renewed and will abandon on its own.	The Skin Center Management, LLC
	5013909	Registered - August 2, 2016	08/02/2022	Cosmetic surgery services; Medical spa services, namely, minimally and non-invasive cosmetic and body fitness therapies.		

Trademark Applications

<u>Mark</u>	<u>Reg./App. Number</u>	<u>Status</u>	<u>Renewal Due</u>	<u>Services</u>	<u>Notes</u>	<u>Grantor</u>
THE SKIN CENTER EXPRESS [PRINCIPAL]	90600287	Filing Date: 3/24/2021	PENDING; PUBLISHED FOR OPPOSITION 12/7/2021	Medical spa services, namely, minimally and non-invasive cosmetic and body fitness therapies; cosmetic surgery services.		The Skin Center Management, LLC

	90606062	Filing Date: 3/26/2021	PENDING; PUBLISHED FOR OPPOSITION 12/7/2021	Non-invasive cosmetic skincare services and cosmetic and plastic surgery procedures.		The Skin Center Management, LLC
AWAKENING CONFIDENCE THROUGH AESTHETICS	90741536	Filing Date: 5/28/2021	PENDING; PUBLISHED FOR OPPOSITION 12/7/2021	Non-invasive cosmetic skincare services and cosmetic and plastic surgery procedures		The Skin Center Management, LLC

Trademark Licenses

None.

SCHEDULE III

Registered Copyrights

None.