

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM714216

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
medspa810 Licensing, LLC		02/25/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Resolute Capital Partners Fund IV, L.P.		
Street Address:	20 Burton Hills Blvd., Suite 430		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37215		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	6069145	MEDSPA810	
Registration Number:	6035297	MEDSPA810	
Registration Number:	4981109	SPA 810 LASER, SKIN & MASSAGE	
Registration Number:	4467392	SPA810	
CORRESPONDENCE DATA			
Fax Number:	6152483040		
<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:	16152523552		
Email:	mward@bradley.com		
Correspondent Name:	MARY WARD		
Address Line 1:	1600 Division St Ste 700		
Address Line 4:	Nashville, TENNESSEE 37203		
NAME OF SUBMITTER:	/Mary Ward/		
SIGNATURE:	/Mary Ward/		
DATE SIGNED:	03/14/2022		
Total Attachments: 3			
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OP \$115.00 6069145

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this “**Agreement**”) is entered into as of February 25, 2022, by medspa810 Licensing, LLC (“**Debtor**”), a Delaware limited liability company, in favor of Resolute Capital Partners Fund IV, L.P. (“**Collateral Agent**”), a Delaware limited partnership, in its capacity as Collateral Agent under the “Loan Agreement” as defined below.

RECITALS:

A. Pursuant to that Loan Agreement (as it may be amended or restated, the “**Loan Agreement**”) dated as of the date hereof by and among Debtor, the other “Borrowers” named therein, the Lenders named therein, and Collateral Agent, Lenders have agreed to extend credit to Debtor and such other Borrowers, on certain terms and conditions (capitalized terms not otherwise defined herein have the meanings provided in the Loan Agreement).

B. Debtor has granted to Collateral Agent a security interest in substantially all of its personal property and fixtures pursuant to that Security Agreement dated as of the date hereof among Debtor, the other “Borrowers” named therein, and Collateral Agent (the “**Security Agreement**”).

C. Debtor wishes to execute this Agreement to place of record Debtor’s grant of a security interest to Collateral Agent in Debtor’s trademark(s) registered in the United States.

AGREEMENT:

NOW THEREFORE, as an inducement to cause Lenders to extend credit to Debtor, and for other valuable consideration, the receipt and sufficiency of which are acknowledged, it is agreed as follows:

1. UCC Security Interest in Registered Trademarks. As security for the Obligations, Debtor hereby grants to Collateral Agent a security interest in the trademark registration(s) described in Schedule A hereto and of record with the United States Patent and Trademark Office (the “**USPTO**”) and all goodwill and other Property associated therewith and all proceeds thereof, provided that, for the avoidance of doubt, such grant shall not extend to any Excluded Assets.

2. Recordation. Debtor hereby authorizes Collateral Agent to record this Agreement with the USPTO.

3. Other Agreements. This Agreement is executed to further evidence the security interest granted to Collateral Agent under the Security Agreement. The rights and remedies of Collateral Agent with respect to the security interest granted hereby are set forth in the Loan Agreement, the Security Agreement, and the other Loan Documents, and those which are now or hereafter available to Collateral Agent as a matter of law or equity.

This Trademark Security Agreement is dated as of the date first written above.

DEBTOR:

MEDSPA810 LICENSING, LLC

By its Managing Member:

Princeton Franchise Partners, LLC

By:  _____
Name: James Waskovich, Jr.
Title: Chairman

[Signature Page to Trademark Security Agreement – medspa810 Licensing, LLC]

TRADEMARK
REEL: 007673 FRAME: 0838

SCHEDULE A

Trademark(s) owned of record by medspa810 Licensing, LLC

Mark	Serial No.	Filing Date	Registration No.	Registration Date
MEDSPA810	88682363	November 6, 2019	6069145	June 2, 2020
MEDSPA810	88418905	May 7, 2019	6035297	April 14, 2020
SPA 810 LASER, SKIN & MASSAGE	86637066	May 20, 2015	4981109	June 21, 2016
SPA810	85722754	September 7, 2012	4467392	January 14, 2014
MEDSPA810	UK00003411130	July 2, 2019	N/A	July 9, 2019