

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM721652

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Center for Restorative Breast Surgery, L.L.C.		04/15/2022	Limited Liability Company: LOUISIANA

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Agent
Street Address:	10 South Dearborn Street, Floor L2
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	national association: UNITED STATES

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	5619282	4D NIPPLE
Registration Number:	5608785	4D NIPPLE RECONSTRUCTION
Registration Number:	6109122	APEX
Registration Number:	5582462	APEX FLAP
Registration Number:	4615344	BODY LIFT FLAP
Registration Number:	4615345	BODY LIFT PERFORATOR FLAP
Registration Number:	5500478	CENTER FOR RESTORATIVE BREAST SURGERY
Registration Number:	5500477	CENTER FOR RESTORATIVE BREAST SURGERY
Registration Number:	5561977	CRBS
Registration Number:	5561976	CRBS
Registration Number:	4373818	PROCEDURE WIZARD
Registration Number:	5798194	PROCEDURE WIZARD

CORRESPONDENCE DATA

Fax Number: 2138918763

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.

Email: rhonda.deleon@lw.com

Correspondent Name: LATHAM & WATKINS LLP

Address Line 1: 355 SOUTH GRAND AVENUE

TRADEMARK

REEL: 007693 FRAME: 0963

Address Line 4:	LOS ANGELES, CALIFORNIA 90071-1560
ATTORNEY DOCKET NUMBER:	049067-0364
NAME OF SUBMITTER:	Rhonda DeLeon
SIGNATURE:	/Rhonda DeLeon/
DATE SIGNED:	04/15/2022
Total Attachments: 5	
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 15, 2022, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of August 18, 2021 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”), by and among the Borrower, Holdings, the other Credit Parties, the Lenders from time to time party thereto and JPMorgan Chase Bank, N.A., as Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement, dated as of August 18, 2021 in favor of Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

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

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each 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 such 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 such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 5 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 the foregoing, the Trademark Collateral does not include any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law; provided, that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Trademark Collateral.

Section 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 each 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 of any conflict between this Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 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.

Section 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]

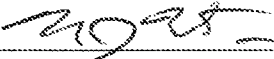
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CENTER FOR RESTORATIVE BREAST SURGERY,
L.L.C.
as Grantor

By: 
A5D9B167B86040A...
Name: Cheri Saltaformaggio
Title: Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:




JPMORGAN CHASE BANK, N.A.,
as Agent

By: 
Name: Nicholas J. Watts
Title: Authorized Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007693 FRAME: 0968

SCHEDULE 5

Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date	Owner
4D NIPPLE	44	87184994 27-SEP-2016	5619282 27-NOV-2018	Center for Restorative Breast Surgery, L.L.C.
4D NIPPLE RECONSTRUCTION	44	87184680 27-SEP-2016	5608785 13-NOV-2018	Center for Restorative Breast Surgery, L.L.C.
A APEX 	44	88494400 28-JUN-2019	6109122 21-JUL-2020	Center for Restorative Breast Surgery, L.L.C.
APEX FLAP	44	87410732 13-APR-2017	5582462 09-OCT-2018	Center for Restorative Breast Surgery, L.L.C.
BODY LIFT FLAP	44	85564272 08-MAR-2012	4615344 30-SEP-2014	Center for Restorative Breast Surgery, LLC
BODY LIFT PERFORATOR FLAP	44	85581466 27-MAR-2012	4615345 30-SEP-2014	Center for Restorative Breast Surgery, LLC
CENTER FOR RESTORATIVE BREAST SURGERY	41	87403673 07-APR-2017	5500478 26-JUN-2018	Center for Restorative Breast Surgery, L.L.C.
CENTER FOR RESTORATIVE BREAST SURGERY	44	87403655 07-APR-2017	5500477 26-JUN-2018	Center for Restorative Breast Surgery, L.L.C.
CRBS 	41	87403699 07-APR-2017	5561977 11-SEP-2018	Center for Restorative Breast Surgery, L.L.C.
CRBS 	44	87403688 07-APR-2017	5561976 11-SEP-2018	Center for Restorative Breast Surgery, L.L.C.
PROCEDURE WIZARD	9	85542551 14-FEB-2012	4373818 23-JUL-2013	Center for Restorative Breast Surgery, LLC
PROCEDURE WIZARD	9	88164536 22-OCT-2018	5798194 09-JUL-2019	Center for Restorative Breast Surgery, LLC