

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM723787

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DermCare Management, LLC		04/22/2022	Limited Liability Company: FLORIDA
BSI Medical Services Management, LLC		04/22/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Whitehorse Capital Management, LLC		
Street Address:	1450 Brickell Ave., 31st Floor		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33131		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	5995393	DC DERMCARE MANAGEMENT	
Registration Number:	5482305	DC	
Registration Number:	5487742	DERMCARE MANAGEMENT	
Registration Number:	3164819	MIAMI PLASTIC SURGERY	
Registration Number:	2581355	MIAMI PLASTIC SURGERY	
Registration Number:	4153988	SKINSMART DERMATOLOGY	
Registration Number:	6308993	MPS MEDSPA	
Registration Number:	4281719	BERMAN SKIN INSTITUTE	
Registration Number:	4974864	GONE TODAY, HAIR TOMORROW	
Serial Number:	90174249	SKIN CENTER OF SOUTH MIAMI	
CORRESPONDENCE DATA			
Fax Number:	3129847700		
<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:	312-372-2000		
Email:	ipdocketmwe@mwe.com, jmikulina@mwe.com, zbeal@mwe.com		
Correspondent Name:	Jennifer M. Mikulina		

CH \$265.00 5995393

Address Line 1:	McDermott Will & Emery LLP
Address Line 2:	444 West Lake Street, Suite 4000
Address Line 4:	Chicago, ILLINOIS 60606-0029

ATTORNEY DOCKET NUMBER:	094950-0015
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NAME OF SUBMITTER:	Jennifer M. Mikulina
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SIGNATURE:	/Jennifer M. Mikulina/
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DATE SIGNED:	04/25/2022
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) made as of April 22, 2022, by DermCare Management, LLC, a Florida limited liability company (“**DermCare Management**”) and BSI Medical Services Management, LLC, a Delaware limited liability company, (“**BSI**”; together with DermCare Management, each a “**Grantor**” and collectively, the “**Grantors**”), in favor of Whitehorse Capital Management, LLC, in its capacity as Agent for the Lenders (each as defined in the Credit Agreement referenced below) (in such capacity, “**Grantee**”):

W I T N E S S E T H

WHEREAS, each Grantor, the other “Loan Parties” from time to time party thereto, the financial institutions from time to time party thereto as Lenders and Grantee have entered into that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), pursuant to which Grantee and the Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, the Borrowers (collectively, the “**Loans**”).

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of the date hereof, by and among Grantee, each Grantor and the other Loan Parties from time to time party thereto (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), each Grantor has granted to Grantee, for its benefit and the benefit of the Lenders, a security interest and lien upon substantially all assets of such Grantor, including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Guarantee and Collateral Agreement including registrations and applications therefore), together with the goodwill of the business symbolized by such Grantor’s Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by the Borrowers under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Incorporation of Credit Agreement and Guarantee and Collateral Agreement. The representations and warranties contained in the Guarantee and Collateral Agreement to the extent applicable to such Grantor are hereby incorporated herein in their entirety by this reference thereto. Unless otherwise noted herein, all capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral Agreement. In the event of a conflict between a provision of the Guarantee and Collateral Agreement and a provision of this Agreement, the provision of the Guarantee and Collateral Agreement shall control.

2. Grant of Security Interests in Trademark Collateral. To secure the payment and performance of the Obligations (as defined in the Credit Agreement), each Grantor hereby grants to Grantee, for its benefit and the benefit of the Lenders, a continuing security

interest in such Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter created, acquired or arising:

(a) each Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(b) all products and proceeds of the foregoing, including without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of each such Trademark, or (ii) injury to the goodwill associated with each such Trademark.

3. Intent-To-Use Trademarks. Notwithstanding the foregoing, and solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of such Grantor's "intent to use" such trademarks or service marks unless and until the filing of a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted, whereupon such applications shall be automatically subject to the security interest granted herein.

4. Counterparts. Section 10.12 of the Credit Agreement is herein incorporated by reference.

5. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

[Signature Page Follows]

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

DERMCARE MANAGEMENT, LLC

By: 
Name: Jeffrey Schillinger
Title: Chief Executive Officer

**BSI MEDICAL SERVICES
MANAGEMENT, LLC**

By: 
Name: Jeffrey Schillinger
Title: Chief Executive Officer

Agreed and accepted as of
the date first written above:

**WHITEHORSE CAPITAL
MANAGEMENT, LLC, as Agent**

By: 

Name: Richard Siegel

Title: Authorized Signatory

SCHEDULE A

Grantor	Mark	Application No.	Registration No.	Registration Date
DermCare Management, LLC	DC DERM CARE MANAGEMENT 	88546671	5995393	February 25, 2020
DermCare Management, LLC	DC (stylized) 	87401042	5482305	May 29, 2018
DermCare Management, LLC	DERM CARE MANAGEMENT	87394428	5487742	June 5, 2018
DermCare Management, LLC	MIAMI PLASTIC SURGERY	78630634	3164819	October 31, 2006
DermCare Management, LLC	MIAMI PLASTIC SURGERY & Design 	76156538	2581355	June 18, 2002
DermCare Management, LLC	SKINSMART DERMATOLOGY	85444472	4153988	June 5, 2012
DermCare Management, LLC	MPS MEDSPA	90225447	6308993	March 30, 2021
DermCare Management, LLC	SKIN CENTER OF SOUTH MIAMI	90174249	N/A	N/A
BSI Medical Services Management, LLC	BERMAN SKIN INSTITUTE	85523300	4281719	January 29, 2013
BSI Medical Services Management, LLC	GONE TODAY, HAIR TOMORROW	86675752	4974864	June 7, 2016