

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM729230

|   |                               |                       |                    |
|---|-------------------------------|-----------------------|--------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                |                       |                    |
| <b>NATURE OF CONVEYANCE:</b>  | SECURITY INTEREST             |                       |                    |
| <b>CONVEYING PARTY DATA</b>   |                               |                       |                    |
| <b>Name</b>   | <b>Formerly</b>               | <b>Execution Date</b> | <b>Entity Type</b> |
| THE DAAVLIN<br>DISTRIBUTING CO.   |                               | 05/19/2022            | Corporation: OHIO  |
| <b>RECEIVING PARTY DATA</b>   |                               |                       |                    |
| <b>Name:</b>  | CIBC Bank USA                 |                       |                    |
| <b>Street Address:</b>  | 120 S. Lasalle Street         |                       |                    |
| <b>City:</b>  | Chicago                       |                       |                    |
| <b>State/Country:</b>   | ILLINOIS                      |                       |                    |
| <b>Postal Code:</b>   | 60603                         |                       |                    |
| <b>Entity Type:</b>   | banking corporation: ILLINOIS |                       |                    |
| <b>PROPERTY NUMBERS Total: 6</b>  |                               |                       |                    |
| <b>Property Type</b>  | <b>Number</b>                 | <b>Word Mark</b>      |                    |
| <b>Serial Number:</b>   | 88338515                      | DAAVLIN               |                    |
| <b>Serial Number:</b>   | 77357627                      | DAAVLIN               |                    |
| <b>Serial Number:</b>   | 78152222                      | DERMAPAL              |                    |
| <b>Serial Number:</b>   | 88682267                      | CLEARLINK             |                    |
| <b>Serial Number:</b>   | 88682336                      | SMARTTOUCH            |                    |
| <b>Serial Number:</b>   | 88682484                      | NEOLUX                |                    |
| <b>CORRESPONDENCE DATA</b>  |                               |                       |                    |
| <b>Fax Number:</b>  | 3124607000                    |                       |                    |
| <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> |                               |                       |                    |
| <b>Phone:</b>   | 3124605000                    |                       |                    |
| <b>Email:</b>   | slott@seyfarth.com            |                       |                    |
| <b>Correspondent Name:</b>  | Stephen D. Lott               |                       |                    |
| <b>Address Line 1:</b>  | 233 S. Wacker Drive           |                       |                    |
| <b>Address Line 2:</b>  | Suite 8000                    |                       |                    |
| <b>Address Line 4:</b>  | Chicago, ILLINOIS 60606       |                       |                    |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 058550-000196                 |                       |                    |
| <b>NAME OF SUBMITTER:</b>   | Stephen D. Lott               |                       |                    |
| <b>SIGNATURE:</b>   | /Stephen D. Lott/             |                       |                    |

CH \$165.00 88338515

|                     |            |
|---------------------|------------|
| <b>DATE SIGNED:</b> | 05/20/2022 |
|---------------------|------------|

**Total Attachments: 8**

- source=Patent and TM Security Agreement (Daavlin Distributing Co)#page1.tif
- source=Patent and TM Security Agreement (Daavlin Distributing Co)#page2.tif
- source=Patent and TM Security Agreement (Daavlin Distributing Co)#page3.tif
- source=Patent and TM Security Agreement (Daavlin Distributing Co)#page4.tif
- source=Patent and TM Security Agreement (Daavlin Distributing Co)#page5.tif
- source=Patent and TM Security Agreement (Daavlin Distributing Co)#page6.tif
- source=Patent and TM Security Agreement (Daavlin Distributing Co)#page7.tif
- source=Patent and TM Security Agreement (Daavlin Distributing Co)#page8.tif

**PATENT AND TRADEMARK SECURITY AGREEMENT**

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of May 19, 2022, by THE DAAVLIN DISTRIBUTING CO., an Ohio corporation (the “Company”; and together with any other Person that becomes a Grantor as provided herein, the “Grantors” and each, a “Grantor”), in favor of CIBC BANK USA, in its capacity as administrative agent for the benefit of the financial institutions (the “Lenders”) that are parties to the Credit Agreement referenced below from time to time (in such capacity, the “Administrative Agent”).

**RECITALS**

A. Each Grantor has entered into a Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) with the Lenders and the Administrative Agent, pursuant to which such Lenders have agreed to make loans to, and issue or participate in letters of credit for the account of, Borrower.

B. Each Grantor has entered into a Guaranty and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Collateral Agreement”) with the Administrative Agent pursuant to which certain obligations owed to the Lenders are secured.

C. Pursuant to the Guaranty and Collateral Agreement, each Grantor is required to execute and deliver to the Administrative Agent, for the ratable benefit of the Lenders, this Agreement.

D. Pursuant to the terms of the Guaranty and Collateral Agreement, each Grantor has granted to the Administrative Agent, for the benefit of the Lenders, a security interest in substantially all the assets of such Grantor, including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantors under the Credit Agreement and the Guaranty and Collateral Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, each Grantor does hereby grant to the Administrative Agent, for the benefit of the Lenders, a continuing security interest in all of such Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;

- (3) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark registration issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the “Trademark Collateral”);
- (4) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith; and
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the “Patent Collateral”).

This security interest is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement and Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Guaranty and Collateral Agreement.

This Agreement shall be a contract made under and governed by the internal laws of the State of Illinois applicable to contracts made and to be performed entirely within such state, without regard to conflict of laws principles.

This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof. Electronic records of executed Loan Documents maintained by the Lenders shall be deemed to be originals.

[signature page follows]

The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

THE DAAVLIN DISTRIBUTING CO.

By: 

John Lavorato

Vice President & General Counsel

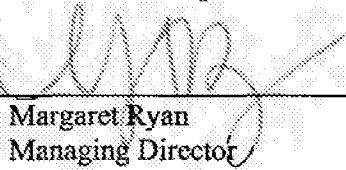
[Signature Page to Patent and Trademark Security Agreement (The Daavlin Distributing Co.)]

**TRADEMARK**  
**REEL: 007728 FRAME: 0548**

Acknowledged:

CIBC BANK USA,  
as Administrative Agent

By



---

Margaret Ryan  
Managing Director

[Signature Page to Patent and Trademark Security Agreement (The Daavlin Distributing Co.)]

**TRADEMARK**  
**REEL: 007728 FRAME: 0549**

**SCHEDULE 1**  
to  
**PATENT AND TRADEMARK SECURITY AGREEMENT**

U.S. Trademark Registrations

| <b><u>Trademark</u></b> | <b><u>Country</u></b> | <b><u>Application Number</u></b> | <b><u>Registration No.</u></b> | <b><u>Status</u></b>                                      |
|-------------------------|-----------------------|----------------------------------|--------------------------------|---|
| “Daavlin” word mark     | United States         | -                                | 77357627                       | Expired in 2019; replaced with 88338515 immediately below |
| “Daavlin” word mark     | United States         | -                                | 88338515                       | Active  |
| “DermaPal Logo”         | United States         | -                                | 78152222                       | Active  |
| “ClearLink” word mark   | United States         | -                                | 88682267                       | Active  |
| “SmartTouch” word mark  | United States         | -                                | 88682336                       | Active  |
| “NeoLux” word mark      | United States         | -                                | 88682484                       | Active  |

U.S. Trademark Applications

N/A

Non-U.S. Trademark Registrations

| <b><u>Trademark</u></b>           | <b><u>Country</u></b> | <b><u>Application Number</u></b> | <b><u>Registration No.</u></b> | <b><u>Status</u></b> |
|-----------------------------------|-----------------------|----------------------------------|--------------------------------|----------------------|
| “Daavlin Let’s Be Clear” & Design | Mexico                | -                                | 1376968                        | Active               |
| “Daavlin” word mark               | Mexico                | -                                | 708170                         | Active               |
| “Daavlin” & Design                | Mexico                | -                                | 1203789                        | Active               |
| “Daavlin” word mark               | European Union        | -                                | 18134485                       | Active               |
| “SmartTouch” word mark            | European Union        | -                                | 18134482                       | Active               |
| “NeoLux” word mark                | European Union        | -                                | 18134483                       | Active               |
| “Daavlin” word mark               | United Kingdom        | -                                | UK00918134485                  | Active               |
| “ClearLink” word                  | United Kingdom        | -                                | UK00918134478                  | Active               |

|                                 |                            |           |               |                                |
|---------------------------------|----------------------------|-----------|---------------|--------------------------------|
| mark                            |                            |           |               |                                |
| “SmartTouch” word mark          | United Kingdom             | -         | UK00918134482 | Active                         |
| “NeoLux” word mark              | United Kingdom             | -         | UK00918134483 | Active                         |
| “Daavlin Logo”                  | Peoples’ Republic of China | TTA120312 | 11634318      | Active; expires March 20, 2024 |
| “Daavlin” (in English language) | Peoples’ Republic of China | TTA120310 | 11634319      | Active; expires March 20, 2024 |
| “Daavlin” (in Chinese language) | Peoples’ Republic of China | TTA120311 | 11634320      | Active; expires March 20, 2024 |

Non-U.S. Trademark Applications

N/A

Trademark Licenses

| <u>Title of License</u> | <u>Parties</u> | <u>Effective Date</u> | <u>Expiration Date</u> |
|-------------------------|----------------|-----------------------|------------------------|
| N/A                     | N/A            | N/A                   | N/A                    |



SCHEDULE 2  
to  
PATENT AND TRADEMARK SECURITY AGREEMENT

U.S. Patent Registrations

| Title Inventor(s) | Patent No. | Issue Date | Expiration Date |
|-------------------|------------|------------|-----------------|
| N/A               |            |            |                 |

U.S. Patent Applications

| Title  | Patent Application No.     | Filing Date | Expiration Date                 | Inventors                    |
|--|----------------------------|-------------|---------------------------------|------------------------------|
| Phototherapy Systems, Methods of Using a Phototherapy System, and Methods of Manufacturing a Phototherapy System | 63/063,573                 | [_____]     | 8/8/21<br>(expired provisional) | The Daavlin Distributing Co. |
| Phototherapy Systems, Methods of Using a Phototherapy System, and Methods of Manufacturing a Phototherapy System | 17/397078 (in prosecution) | 8/20/2021   | 8/9/2041                        | The Daavlin Distributing Co. |
| UVC mask sterilization   | 63/001,767                 | [TBD]       | -                               | The Daavlin Distributing Co. |

Non-U.S. Patent Registrations

N/A

Non-U.S. Patent Applications

| Title Inventor(s)  | Country | Filing Date | Patent No.     | Expiration Date |
|--|---------|-------------|----------------|-----------------|
| Phototherapy Systems, Methods of Using a Phototherapy System, and Methods of Manufacturing a Phototherapy System<br><br>The Daavlin Distributing Co. | PCT     | 8/9/2021    | PCT/US21/45165 | -               |

None with respect to other Loan Parties.