TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM730773

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Crown Laboratories, Inc.		05/20/2022	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Hayfin Services LLP
Street Address:	One Eagle Place
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	SW1Y 6AF
Entity Type:	Limited Liability Partnership: UNITED KINGDOM

PROPERTY NUMBERS Total: 27

Registration Number:4995805ECLIPSE AESTHETICSRegistration Number:4995800ECLIPSE AESTHETICSRegistration Number:4897196ECLIPSERegistration Number:4920541ECLIPSE AESTHETICSRegistration Number:4897197ECLIPSE AESTHETICSRegistration Number:4920542ECLIPSE AESTHETICSRegistration Number:6013615ECLIPSERegistration Number:6013621ECLIPSERegistration Number:6013619ECLIPSERegistration Number:6013624ECLIPSERegistration Number:6569294ECLIPSESerial Number:90519952ECLIPSERegistration Number:5576227REVERSERegistration Number:5077235TURBO SAFETY CARTRIDGERegistration Number:5688420SKINFINITY RFRegistration Number:5688419SKINFINITY RFRegistration Number:4958193ECLIPSE MICROGLIDE	Property Type	Number	Word Mark
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	Registration Number:	5688419	SKINFINITY RF
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Registration Number: 4920540 ECLIPSE PRP	Registration Number:	4920540	ECLIPSE PRP
Registration Number: 5077988 ECLIPSE FIRMA	Registration Number:	5077988	ECLIPSE FIRMA

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Property Type	Number	Word Mark
Registration Number:	6154915	VOTESSE
Registration Number:	6154916	V
Registration Number:	4729850	ECLIPSE MICROPEN
Registration Number:	4986251	ECLIPSE MICROPEN ELITE
Serial Number:	90465541	MICROPEN EVO
Serial Number:	97042185	DERMAFLEX
Serial Number:	97042200	ECLIPSE DERMAFLEX MICROCANNULA
Serial Number:	90465512	MICROPEN EVO

CORRESPONDENCE DATA

Fax Number: 8004947512

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.

Phone: 2024547625

Email: ipteam@cogencyglobal.com

Correspondent Name: Julia Birgen

Address Line 1: 1025 Connecticut Ave NW, Suite 712

Address Line 2: COGENCY GLOBAL INC.
Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER:	1694227 TM
NAME OF SUBMITTER:	Monet Zaccarelli
SIGNATURE:	/Monet Zaccarelli/
DATE SIGNED:	05/27/2022

Total Attachments: 7

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TRADEMARK REEL: 007734 FRAME: 0670

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of May 20, 2022 (this "<u>Trademark Security Agreement</u>"), made by each of the signatories hereto (together with any other entity that may become a party hereto as provided herein, the "<u>Trademark Grantors</u>"), is in favor of Hayfin Services LLP, as administrative agent for the Secured Parties (in such capacity, together with its successors and assigns, the "<u>Agent</u>").

WITNESSETH:

WHEREAS, the Trademark Grantors are party to a Security Agreement, dated as, September 17, 2021 (as amended or otherwise modified from time to time, the "Security Agreement") in favor of the Agent, pursuant to which the Trademark Grantors are required to execute and deliver this Trademark Security Agreement (capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement);

WHEREAS, pursuant to the terms of the Security Agreement, each Trademark Grantor has created in favor of the Agent a security interest in, and the Agent has become a secured creditor with respect to, the Trademark Collateral (as defined below);

NOW, THEREFORE, in consideration of extensions of credit made by the Lenders to the Borrower under the Credit Agreements, each Trademark Grantor hereby grants to the Agent, for the ratable benefit of the Secured Parties, a security interest in all of the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "<u>Trademark Collateral</u>"), as collateral security for the complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all Secured Obligations:

- (a) all Trademarks of such Trademark Grantor, including, without limitation, the registered and applied-for Trademarks of such Grantor listed on **Schedule 1** attached hereto (excluding any application for registration of a trademark filed on an intent-to-use (or equivalent) basis solely to the extent that the grant of a security interest in any such trademark application would materially adversely affect the validity or enforceability of such application or the resulting registration, or result in abandonment of application or cancellation of the resulting registration);
 - (b) to the extent not covered by clause (a), all Proceeds of any of the foregoing;
- (c) to the extent not covered by **clause (a)**, the goodwill of the businesses with which the Trademarks are associated; and
- (d) to the extent not covered by **clause** (a), all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same.

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement, and the Trademark Grantors hereby acknowledge and affirm that the rights and

ny-2358781

remedies of the Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

Each Trademark Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Trademark Security Agreement.

THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or electronic transmission (in PDF format) shall be effective as delivery of a manually executed counterpart hereof.

[Signature Pages Follow]

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TRADEMARK REEL: 007734 FRAME: 0672

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

CROWN LABORATORIES, INC.

Infery d. Bedard
Name: Jeffery A. Bedard

Title: President and Chief Executive Officer

Address: 349 Lafe Cox Drive, Johnson City,

Tennessee 37604

Email: jbedard@crownlaboratories.com

Attention: Jeffery A. Bedard, Chief Executive

Officer

Accepted and Agreed:

HAYFIN SERVICES LLP, as the Agent

Name: Erica Hughes Title: Authorised Signatory

One Eagle Place Address:

London, SW1Y 6AF

Loanops@hayfin.com Email:

Legal@hayfin.com

+44 207 074 2900 Phone:

Attention: Stephen Bourne

Legal Team / Loan Operations

Schedule 1

TRADEMARKS

Mark	Serial No.	Registration No.	Owner
ECLIPSE AESTHETICS	86438879	4,995,805	Crown Laboratories, Inc.
ECLIPSE	86435493	4,995,800	Crown Laboratories, Inc.
ECLIPSE	86438829	4,897,196	Crown Laboratories, Inc.
ECLIPSE AESTHETICS	86438928	4,920,541	Crown Laboratories, Inc.
ECLIPSE	86438941	4,897,197	Crown Laboratories, Inc.
ECLIPSE	86438954	4,920,542	Crown Laboratories, Inc.
E®LIPSE	88593054	6,013,615	Crown Laboratories, Inc.
EĈLIPSE	88593101	6,013,621	Crown Laboratories, Inc.
E®LIPSE	88593082	6,013,619	Crown Laboratories, Inc.
E®LIPSE	88593118	6,013,624	Crown Laboratories, Inc.

ny-2358781

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	90519864		Crown
ECLIPSE	9031700 4	6,569,294	Laboratories, Inc.
ECLIPSE	90/519,952	Pending	Crown Laboratories, Inc.
REVERSE	86837742	5,576,227	Crown Laboratories, Inc.
TURBO SAFETY CARTRIDGE	86950324	5,077,235	Crown Laboratories, Inc.
SKINFINITY RF	86435312	5,688,420	Crown Laboratories, Inc.
SKINFINTY	86435173	5,688,419	Crown Laboratories, Inc.
ECLIPSE MICROGLIDE	86435379	4,958,193	Crown Laboratories, Inc.
ECLIPSE PRP	86438899	4,920,540	Crown Laboratories, Inc.
ECLIPSE FIRMA	86974070	5,077,988	Crown Laboratories, Inc.
VOTESSE	88594296	6,154,915	Crown Laboratories, Inc.
V	88594332	6,154,916	Crown Laboratories, Inc.
ECLIPSE MICROPEN	85853564	4,729,850	Crown Laboratories, Inc.

ECLIPSE MICROPEN ELITE	86435461	4,986,251	Crown Laboratories, Inc.
MicroPer _{e-V}	90465512	1635547	Crown Laboratories, Inc.
MICROPEN EVO	90/465,541	Pending	Crown Laboratories, Inc.
DERMAFLEX	97/042,185	Pending	Crown Laboratories, Inc.
dermaflex	97/042,200	Pending	Crown Laboratories, Inc.

ny-2358781

RECORDED: 05/27/2022

TRADEMARK REEL: 007734 FRAME: 0677