

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM734641

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CARTESSA AESTHETICS, LLC		06/14/2022	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	PENNANTPARK LOAN AGENCY SERVICING, LLC		
Street Address:	1691 MICHIGAN AVENUE		
City:	MIAMI BEACH		
State/Country:	FLORIDA		
Postal Code:	33139		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5679562	CARTESSA	
Registration Number:	6524110	COOLPEEL	
Serial Number:	90321524	SKINWAVE	
Serial Number:	90321577	TETRA	
CORRESPONDENCE DATA			
Fax Number:	6178568201		
<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:	6178568200		
Email:	trademarks@brownrudnick.com		
Correspondent Name:	Brown Rudnick LLP		
Address Line 1:	One Financial Center		
Address Line 4:	Boston, MASSACHUSETTS 02111		
NAME OF SUBMITTER:	Matthew P. York		
SIGNATURE:	/Matthew P. York/		
DATE SIGNED:	06/14/2022		
Total Attachments: 5			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**Agreement**”), dated as of June 14, 2022 by CARTESSA AESTHETICS, LLC, a New York limited liability company (“**Grantor**”) and PENNANTPARK LOAN AGENCY SERVICING, LLC, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”).

RECITALS

- (A) Cartessa Intermediate, LLC, a Delaware limited liability company (“**Holdings**”), Grantor, the financial institutions party thereto as lenders (each individually referred to as a “**Lender**” and collectively as “**Lenders**”), PennantPark Loan Agency Servicing, LLC, as administrative agent for the Lenders and collateral agent for the Secured Parties (in such capacities, the “**Administrative Agent**”) and the other parties thereto are parties to that certain Credit Agreement dated as of June 14, 2022 (as amended, restated, supplemented or otherwise modified from time to time in accordance with its terms, the “**Credit Agreement**”).
- (B) Grantor, Holdings and the other Loan Parties are party to that certain Pledge and Security Agreement, dated as of June 14, 2022 in favor of the Collateral Agent (as it may from time to time be amended, restated, supplemented or otherwise modified in accordance with its terms, the “**Pledge and Security Agreement**”), pursuant to which the Grantor is required to execute and deliver this Agreement.
- (C) In consideration of the conditions and agreements set forth in the Credit Agreement, the Pledge and Security Agreement and this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1 Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2 Grant of Security Interest in Intellectual Property Collateral

As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration or otherwise, including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code) of all Obligations (as defined in the Credit Agreement), Grantor hereby grants to the Collateral Agent, for its benefit and for the benefit of the Secured Parties, a continuing security interest in and Lien on all of its right, title and interest in, to and under all Intellectual Property Collateral (as defined below), whether now owned or hereafter acquired or existing and wherever located.

“**Intellectual Property Collateral**” means Grantor’s right, title and interest in, to and under all of the following property (other than any Excluded Assets):

- (a) all Trademarks owned by Grantor, including those referred to on Schedule I hereto;
- (b) all goodwill of the business connected with the use of, and symbolized by, each Trademark owned by Grantor;

(c) all reissues, continuations or extensions of the foregoing; and

(d) all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or, if applicable, dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

SECTION 3 Certain Exclusions

Notwithstanding anything herein to the contrary, in no event will the Intellectual Property Collateral include and Grantor will not be deemed to have granted a Security Interest in any of its right, title or interest in any Excluded Assets.

SECTION 4 Pledge and Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Pledge and Security Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest granted by them in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement. To the extent applicable for purposes of this Agreement, the terms and provisions of the Pledge and Security Agreement are incorporated by reference herein. To the extent there is any conflict or inconsistency between the terms of this Agreement and the Pledge and Security Agreement, the Pledge and Security Agreement shall control.

SECTION 5 Governing Law

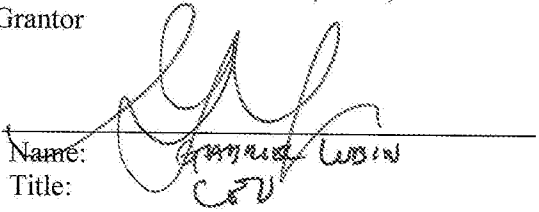
THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER ARE GOVERNED BY, AND WILL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed and delivered by its officers or representatives thereunto duly authorized as of the date first written above.

CARTESSA AESTHETICS, LLC,
as Grantor

By _____




Name: _____
Title: _____

[Signature Page to IP Security Agreement]

ACCEPTED AND AGREED:

PENNANTPARK LOAN AGENCY SERVICING, LLC,
as the Collateral Agent

By  _____
Name: Arthur H. Penn
Title: Chief Executive Officer

[Signature Page to IP Security Agreement]