

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM735210

<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>
9753052 CANADA INC.		05/30/2022	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Canadian Imperial Bank of Commerce		
<b>Street Address:</b>	595 Bay Street		
<b>Internal Address:</b>	7th Floor		
<b>City:</b>	Toronto		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5G 2C2		
<b>Entity Type:</b>	Chartered Bank: CANADA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97291242		
<b>Serial Number:</b>	97291218	MD FORMULA	
<b>Serial Number:</b>	87813228	VICTORIA PARK MEDISPA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4168657380		
<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>	14168657697		
<b>Email:</b>	jkkim@torys.com		
<b>Correspondent Name:</b>	Torys LLP		
<b>Address Line 1:</b>	79 Wellington Street West		
<b>Address Line 4:</b>	Toronto, CANADA M5K 1N2		
<b>NAME OF SUBMITTER:</b>	Julie Kim		
<b>SIGNATURE:</b>	/JULIE KIM/		
<b>DATE SIGNED:</b>	06/16/2022		
<b>Total Attachments: 5</b>			
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Agreement**”), dated as of May 30, 2022 is made by 9753052 Canada Inc. (formerly, VP Acquireco Inc.) (“**Grantor**”) in favor of CANADIAN IMPERIAL BANK OF COMMERCE, in its capacity as administrative agent (together with its successors and assigns, the “**Agent**”), on behalf of (i) itself, as Agent, and (ii) the Lenders, Hedge Lenders and Service Lenders (as such terms are defined in the Credit Agreement referred to below).

WHEREAS, the Grantor owns the Trademarks (as hereinafter defined) set out in Schedule 1 annexed hereto;

AND WHEREAS, the Grantor and the Agent are parties to a Senior Secured Credit Agreement dated May 30, 2022 (as amended, extended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”). Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Credit Agreement;

AND WHEREAS, as security for its obligations under the Loan Documents, Eligible Hedging Agreements and Other Secured Agreements (together with each addendum thereto), the Grantor has agreed to grant to the Agent a security interest in the Trademark Collateral (as defined below) and to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Agent a security interest in all of the Grantor’s right, title and interest in each trademark registration or application for registration held by the Grantor registered in the Canadian Intellectual Property Office (each a “**Trademark**” and collectively, the “**Trademarks**”) referred to in Schedule 1 annexed hereto (the “**Trademark Collateral**”).

The Grantor agrees that, as of the date of this Agreement, except as disclosed in Schedule 1, each registered Trademark Collateral is valid, subsisting, unexpired, enforceable and has not been abandoned.

The Grantor hereby authorizes and requests that the United States Patent and Trademark Office record this Trademark Security Agreement.

This security interest is granted in conjunction with the security interests granted to the Agent pursuant to that certain pledge and security agreement dated as of May 30, 2022, between, among others, the Grantor and the Agent (the “**Pledge and Security Agreement**”). The parties do hereby further acknowledge and affirm that the rights and remedies of the parties with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge 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 the terms of this Agreement and the terms of the Pledge and Security Agreement, the terms of the Pledge and Security Agreement shall control.

This Agreement may be executed in counterparts, each of which will be deemed to be an original and which together will constitute one and the same agreement. Electronic delivery of an

executed signature page to this Agreement by either party by electronic transmission will be as effective as delivery of a manually executed copy of the Agreement by such party.

This Agreement shall, except to the extent that the laws of another jurisdiction apply to the Trademarks or any part thereof, be governed by and construed in accordance with the internal laws of the State of New York, without regard to conflicts of law principles.

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

9753052 CANADA INC.

*Debra Dobson*

By: \_\_\_\_\_

Name: Debra Dobson

Title: President and Secretary

Acknowledged:

**CANADIAN IMPERIAL BANK OF COMMERCE**

By: \_\_\_\_\_

Name:

Title:

By: \_\_\_\_\_

Name:

Title:

**TRADEMARK SECURITY AGREEMENT – U.S.**

**TRADEMARK  
REEL: 007754 FRAME: 0201**

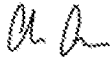
IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first written above.


**9753052 CANADA INC.**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

Acknowledged:  
**CANADIAN IMPERIAL BANK OF COMMERCE**

By:  \_\_\_\_\_  
Name: Chi Lee  
Title: Authorized Signatory

By:  \_\_\_\_\_  
Name: Jamie Cooper  
Title: Authorized Signatory

**TRADEMARK SECURITY AGREEMENT - U.S.**

**TRADEMARK  
REEL: 007754 FRAME: 0202**

**Schedule 1 – U.S. Trademarks**

<b>Mark</b>	<b>Application No.</b>	<b>Trademark No.</b>	<b>Status</b>
MD Design	N/A	97291242	Pending
MD FORMULA	N/A	97291218	Pending
VICTORIA PARK MEDISPA	N/A	87813228	Pending

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**RECORDED: 06/16/2022**

**TRADEMARK  
REEL: 007754 FRAME: 0203**