

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM738358

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|---|---|--|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| SDG Mgmt Company, LLC | | 07/01/2022 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | JPMORGAN CHASE BANK, N.A. | | |
| Street Address: | 10 S. Dearborn, Floor L2, IL1-1145 | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60603 | | |
| Entity Type: | National Banking Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 14 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3886147 | BERNSTEIN MEDICAL | |
| Registration Number: | 3886148 | BERNSTEIN MEDICAL CENTER FOR HAIR RESTOR | |
| Registration Number: | 3081003 | BERNSTEIN MEDICAL CENTER FOR HAIR RESTOR | |
| Registration Number: | 4009185 | NEW YORK CENTER FOR HAIR RESTORATION | |
| Registration Number: | 3086694 | | |
| Registration Number: | 5247248 | DR. SCHWEIGER SKIN SOLUTIONS | |
| Registration Number: | 4428751 | FLY IN FOR CLEAR SKIN | |
| Registration Number: | 4432120 | CLEAR CLUB | |
| Registration Number: | 4389879 | PERSONAL ACNE COACH | |
| Registration Number: | 4373313 | F.A.S.T. | |
| Registration Number: | 4373228 | CLEARCLINIC | |
| Registration Number: | 4339643 | CLEAR CLINIC | |
| Registration Number: | 4351676 | DERMONE | |
| Registration Number: | 4351599 | DERMONE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 7045032622 | | |
| <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> | | | |

OP \$365.00 3886147

Phone: 7045032600
Email: msheehan@kslaw.com
Correspondent Name: King & Spalding LLP
Address Line 1: 300 S. Tryon St., Ste 1700
Address Line 2: Attn: Moira Sheehan
Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER: 58708.515023

NAME OF SUBMITTER: Moira Sheehan

SIGNATURE: /s/ Moira Sheehan

DATE SIGNED: 07/01/2022

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of July 1, 2022, made by the undersigned grantor (the "Grantor"), in favor of JPMORGAN CHASE BANK, N.A., in its capacity as Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Grantor is party to that certain Security Agreement, dated as of June July 1, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement (this "Trademark Security Agreement"); and

WHEREAS the Grantor owns the Marks listed on Schedule I attached hereto.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Creditors, to enter into the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Creditors a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of Grantor to secure the Obligations under the Credit Agreement:

- (a) the Marks of the Grantor owned or from time to time after the date hereof owned or acquired by the Grantor, including the Marks listed on Schedule I attached hereto (provided in no event shall Collateral include any application for registration of a trademark filed with the United States Patent and Trademark Office ("PTO") on an intent-to-use basis until such time (if any) as a statement of use or amendment to allege use is accepted by the PTO, at which time such Mark shall automatically become subject to this Trademark Security Agreement);
- (b) all goodwill associated with such Marks (other than Excluded Collateral);
- (c) all causes of action arising prior to or after the date hereof for infringement of such Marks or unfair competition regarding the same; and
- (d) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest granted hereby are more fully set forth in the Security Agreement, the terms and provisions of

which are incorporated by reference herein as if fully set forth herein. 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 control.

SECTION 4. Termination. Upon the occurrence of the Termination Date, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Marks under this Trademark Security Agreement.

SECTION 5. Electronic Signatures; Counterparts. This Trademark Security Agreement may be in the form of an Electronic Record and may be executed using Electronic Signatures. Each party hereto agrees that this Trademark Security Agreement entered into by Electronic Signature will constitute the legal, valid and binding obligation of such party enforceable against such in accordance with the terms thereof to the same extent as if a manually executed original signature was delivered.

This Trademark Security Agreement may be executed in as many counterparts as necessary or convenient, including both paper and electronic counterparts, but all such counterparts are one and the same Trademark Security Agreement. A set of counterparts executed by all the parties hereto shall be lodged with the Lead Borrower and the Administrative Agent. For the avoidance of doubt, the authorization under this paragraph may include, without limitation, use or acceptance by the Administrative Agent and each of the Lenders of a manually signed paper Trademark Security Agreement which has been converted into electronic form (such as scanned into PDF format), or an electronically signed Trademark Security Agreement converted into another format, for transmission, delivery and/or retention. The Administrative Agent and each of the Lenders may, at its option, create one or more copies of this Trademark Security Agreement in the form of an imaged Electronic Record ("Electronic Copy"), which shall be deemed created in the ordinary course of such Person's business, and destroy the original paper document. This Trademark Security Agreement in the form of an Electronic Record, including an Electronic Copy, shall be considered an original for all purposes, and shall have the same legal effect, validity and enforceability as a paper record. Notwithstanding anything contained herein to the contrary, the Administrative Agent is under no obligation to accept an Electronic Signature in any form or in any format unless expressly agreed to by the Administrative Agent pursuant to procedures approved by it; provided, further, without limiting the foregoing, (a) to the extent the Administrative Agent has agreed to accept such Electronic Signature, the Administrative Agent and each of the Lenders shall be entitled to rely on any such Electronic Signature purportedly given by or on behalf of any party hereto without further verification and (b) upon the request of the Administrative Agent or any Lender, any Electronic Signature shall be promptly followed by such manually executed counterpart. For purposes hereof, "Electronic Record" and "Electronic Signature" shall have the meanings assigned to them, respectively, by 15 USC §7006, as it may be amended from time to time.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws

(including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

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

Very truly yours,

SDG MGMT COMPANY, LLC

By: 

Name: Jay Burkett

Title: Chief Financial Officer

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By: _____

Name:

Title:

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007768 FRAME: 0105

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

Very truly yours,

SDG MGMT COMPANY, LLC

By: _____

Name:

Title:

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent


By:  _____

Name: Jim Oguntimein

Title: Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

| Grantor / Owner | Trademark | Registration Date | Registration No. |
|------------------------|---|--------------------------|-------------------------|
| SDG Mgmt Company, LLC | BERNSTEIN MEDICAL | 12/7/2010 | 3886147 |
| SDG Mgmt Company, LLC | BERNSTEIN MEDICAL CENTER FOR HAIR RESTORATION | 12/7/2010 | 3886148 |
| SDG Mgmt Company, LLC | BERNSTEIN MEDICAL CENTER FOR HAIR RESTORATION | 04/11/2006 | 3081003 |
| SDG Mgmt Company, LLC | NEW YORK CENTER FOR HAIR RESTORATION | 08/09/2011 | 4009185 |
| SDG Mgmt Company, LLC |  | 04/25/2006 | 3086694 |
| SDG Mgmt Company, LLC | DR. SCHWEIGER SKIN SOLUTIONS | 7/18/2017 | 5247248 |
| SDG Mgmt Company, LLC | FLY IN FOR CLEAR SKIN | 11/5/2013 | 4428751 |
| SDG Mgmt Company, LLC | CLEAR CLUB | 11/12/2013 | 4432120 |
| SDG Mgmt Company, LLC | PERSONAL ACNE COACH | 8/20/2013 | 4389879 |

| | | | |
|--------------------------|--------------------|------------|---------|
| SDG Mgmt Company, LLC | F.A.S.T. | 7/23/2013 | 4373313 |
| SDG Mgmt Company, LLC | CLEARCLINIC (logo) | 7/23/2013 | 4373228 |
| SDG Mgmt Company, LLC | CLEAR CLINIC | 5/21/2013 | 4339643 |
| SDG Mgmt Company, LLC | DERMONE | 06/11/2013 | 4351676 |
| SDG Mgmt Company, LLC | DERMONE | 06/11/2013 | 4351599 |