

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM742954

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PROFECTUS BEAUTY, LLC		06/17/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	AUA BEAUTY PARTNERS, LLC,		
Street Address:	1 North Clematis Street, 3rd Floor		
City:	West Palm Beach		
State/Country:	FLORIDA		
Postal Code:	33401		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	5137816	CLEAR FUSION	
Registration Number:	3815545	DECLATONE	
Registration Number:	3312417	HYDROXATONE	
Registration Number:	4376764	INSTANT EFFECT	
Registration Number:	4383631	INSTANT FACE LIFT	
Registration Number:	4129060	KERANIQUE	
Registration Number:	5282417	KERA VIATIN	
Registration Number:	3862008	LASHATONE	
Registration Number:	3829055	LUMINIQUE	
Registration Number:	4112808	LUMINIQUE	
Registration Number:	5028862	THE WOMEN'S HAIR GROWTH EXPERTS.	
Registration Number:	5717841	THICK HEAD	
Registration Number:	3888328	YOUR BEAUTY ADVISOR	
CORRESPONDENCE DATA			
Fax Number:			
<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:	732-855-6171		
Email:	aosbourne@wilentz.com		

OP \$340.00 5137816

Correspondent Name: Wilentz, Goldman & Spitzer, P.A.
Address Line 1: 90 Woodbridge Center Dr Suite 900 Box 10
Address Line 2: Anthony M. Osbourne, Esq.
Address Line 4: Woodbridge, NEW JERSEY 07095-0958

NAME OF SUBMITTER: Anthony M. Osbourne

SIGNATURE: /Anthony M. Osbourne/

DATE SIGNED: 07/22/2022

Total Attachments: 13

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THIS PATENTS, TRADEMARKS AND COPYRIGHTS SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN FORBEARANCE, SUBORDINATION AND INTERCREDITOR AGREEMENT (AS THE SAME MAY BE AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME PURSUANT TO THE TERMS THEREOF, THE "SUBORDINATION AGREEMENT") DATED AS OF JUNE 17, 2022, AMONG PROPECTUS BEAUTY, LLC, A DELAWARE LIMITED LIABILITY COMPANY (THE "BORROWER"), PROPECTUS BEAUTY INTERMEDIATE HOLDINGS, LLC, A DELAWARE LIMITED LIABILITY COMPANY ("HOLDINGS"), AUA BEAUTY PARTNERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS SUBORDINATED LENDER THEREUNDER, AND INVESTORS BANK, A DIVISION OF CITIZENS BANK, N.A., IN ITS CAPACITY AS AGENT FOR THE SENIOR LENDERS DEFINED THEREIN ("AGENT"), TO THE INDEBTEDNESS (INCLUDING ALL INTEREST, FEES AND EXPENSES) OWED BY THE LOAN PARTIES PURSUANT TO THAT CERTAIN REVOLVING CREDIT, TERM LOAN AND SECURITY AGREEMENT DATED AS OF JUNE 14, 2021, AMONG THE BORROWER, HOLDINGS, AGENT AND THE LENDERS FROM TIME TO TIME PARTY THERETO, AND THE OTHER DOCUMENTS EXECUTED IN CONNECTION THEREWITH (AS DEFINED IN THE SUBORDINATION AGREEMENT), AS SUCH CREDIT AGREEMENT AND SUCH OTHER DOCUMENTS HAVE BEEN AND HEREAFTER MAY BE AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME AND TO INDEBTEDNESS REFINANCING THE INDEBTEDNESS UNDER SUCH AGREEMENTS AS CONTEMPLATED BY THE SUBORDINATION AGREEMENT; AND EACH HOLDER OF THIS INSTRUMENT, BY ITS ACCEPTANCE HEREOF, IRREVOCABLY AGREES TO BE BOUND BY THE PROVISIONS OF THE SUBORDINATION AGREEMENT.

**PATENTS, TRADEMARKS
AND COPYRIGHTS SECURITY AGREEMENT**

THIS PATENTS, TRADEMARKS AND COPYRIGHTS SECURITY AGREEMENT (this "Agreement") is made on the 17th day of June, 2022 between **PROPECTUS BEAUTY, LLC**, a Delaware limited liability company (the "Assignor"), and **AUA BEAUTY PARTNERS, LLC**, a Delaware limited liability company (the "Lender"). Capitalized terms not defined herein shall have the meanings ascribed to them in the Note (as defined below).

WITNESSETH:

WHEREAS, Assignor (also referred to herein as the "Borrower") has executed that certain Subordinated Secured Promissory Note dated the date hereof (as same may be amended, restated, replaced, modified and/or supplemented from time to time, the "Note") and other loan documents executed in connection therewith (all of which are collectively referred to as the "Other Documents") to Lender to secure loans by Lender to Borrower in the aggregate amount of up to \$2,500,000; and

WHEREAS, the Assignor owns the United States copyrights which have been registered with the United States Copyright Office and has made applications for a United States copyright registration with the United States Copyright office with respect to applications listed on Schedule A hereto ("Copyrights"), owns the United States patents and the applications for a United States patents listed on Schedule B ("Patents"), owns the United States trademark applications and trademarks listed in Schedule C hereto, along with the good-will of the Assignor to which such trademark applications and trademarks relate ("Trademarks") and owns the United States trademark applications filed in the United States Patent and Trademark Office based on its intent to use the corresponding mark and listed on Schedule D, along with any good-will of the Assignor relating to such trademarks ("ITU Marks"); and

WHEREAS, pursuant to the Note, the Assignor is required to and has conveyed and granted to Lender a security interest in, among other things, all right, title and interest of the Assignor in, to and under all of the Assignor's Copyrights, Patents and Trademarks, whether presently existing or hereafter arising or acquired, and all products, substitutions, replacements and proceeds thereof to secure all obligations of the Assignor to Lender, including contingent obligations; and

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Assignor does hereby absolutely grant and convey to Lender, a security interest in, all of the Assignor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

(a) Each of the Copyrights which are presently, or in the future may be, owned by the Assignor, in whole or in part, as well as any application for a United States copyright registration now or hereafter made with the United States Copyright Office by the Assignor, as the same may be updated hereafter from time to time;

(b) Each of the Patents, which are presently, or in the future may be owned by the Assignor, in whole or in part, as well as all applications for United States patents now or hereafter owned by the Assignor, as the same may be updated hereafter from time to time; and

(c) Each of the Trademarks, which are presently, or in the future may be owned by the Assignor, in whole or in part, together with the good-will associated with each Trademark, as well as all applications for Trademarks now or hereafter owned by the Assignor, as the same may be updated hereafter from time to time.

Said security interest includes, without limitation, all proceeds thereof, the right to sue for past, present, and future infringements thereof, all rights corresponding thereto throughout the world, and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

1) Assignor warrants that, to the extent that any Patents, Trademarks and/or Copyrights exist:

(a) it is, to the best of its knowledge, the true and lawful exclusive owner of all the Copyrights listed on Schedule A and that said Copyrights constitute all the United States Copyrights registered in the United States Copyright Office and applications for United States Copyrights that the Assignor now owns;

(b) it is, to the best of its knowledge, the true and lawful exclusive owner and/or intended assignee of all the Patents listed on Schedule B and that said Patents constitute all the United States Patents registered in the United States Patent and Trademark Office and applications for United States Patents that the Assignor now owns; and

(c) it is, to the best of its knowledge, the true and lawful exclusive owner of all the Trademarks listed on Schedule C and that said Trademarks constitute all the United States Trademarks registered in the United States Patent and Trademark Office and applications for Trademarks that the Assignor now owns.

2) Assignor authorizes Lender to modify this Agreement by amending Schedules A, B, C and D to include any future Patents, Trademarks, Copyrights or ITU Marks covered hereby.

3) Upon and during the occurrence of any Event of Default:

a) Lender shall have, in addition to all other rights and remedies given to it by this Agreement, the Note, and the Other Documents, those rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks, or Copyrights may be located; and

b) Lender may, in addition to any other remedies which may be available to Lender, without being deemed to have made an election of remedies, and without the assignment hereunder being deemed to be anything less than an absolute assignment, immediately, without demand of performance and without other notice (except as may be set forth below) or demand whatsoever to Assignor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale (or, to the extent required by law, otherwise realize upon in a commercially reasonable manner), all or from time to time, any of the Patents, Trademarks, or Copyrights, or any interest which the Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Patents, Trademarks, or Copyrights all reasonable expenses (including all

reasonable expenses for broker's fees and legal services), may apply the residue of such proceeds to the payment of the obligations under the Note. Any remainder of the proceeds after payment in full of the obligations under the Note shall be paid over to the Assignor. Notice of any sale or other disposition of the Patents, Trademarks, or Copyrights shall be given to Assignor at least ten (10) business days before the time of any intended public or private sale or other disposition of the Patents, Trademarks, or Copyrights is to be made, which notice Assignor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Lender may, to the extent permissible under applicable law, purchase the whole or any part of the Patents, Trademarks, or Copyrights sold, free from any right or equity of redemption on the part of Assignor, which right and equity of redemption are hereby waived and released.

- 4) This Agreement is subject to modification only by a writing signed by the parties, except as provided elsewhere herein.
- 5) The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of New York.
- 6) THE PARTIES HERETO AGREE TO THE JURISDICTION OF THE FEDERAL AND STATE COURTS LOCATED IN NEW YORK IN CONNECTION WITH ANY MATTER ARISING HEREUNDER, INCLUDING THE COLLECTION AND ENFORCEMENT HEREOF. THE ASSIGNOR AND LENDER EACH HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER DOCUMENT OR THE ACTIONS OF LENDER. THIS WAIVER IS MADE KNOWINGLY AND IN CONSIDERATION OF THE ADVANCES MADE UNDER THE NOTE.

[SIGNATURE PAGES TO FOLLOW]

[SIGNATURE PAGE TO PATENTS, TRADEMARKS AND COPYRIGHTS SECURITY AGREEMENT]

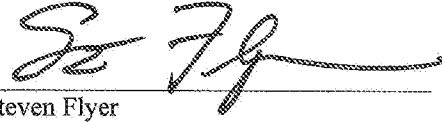
WITNESS the execution hereof under seal as of the day and year first above written.

PROFECTUS BEAUTY, LLC

By: _____

Name: Steven Flyer


Title: President and Treasurer

A handwritten signature in black ink, appearing to read 'S. Flyer', written over a horizontal line.

[SIGNATURES CONTINUE ON NEXT PAGE]

[SIGNATURE PAGE TO PATENTS, TRADEMARKS AND COPYRIGHTS SECURITY AGREEMENT]

AUA BEAUTY PARTNERS, LLC

By: 
Name: Steven Flyer
Title: President and Treasurer

**SCHEDULE A
(Copyrights)**

None.

**SCHEDULE B
(Patents)**

None.

**SCHEDULE C
(Trademarks)**

Trademark Registration No. Application No.	Status Key Dates	Current Owner
CLEAR FUSION RN: 5137816 SN: 85960213	Registered, February 7, 2017 Int'l Class: 03 First Use: December 5, 2016 Filed: June 14, 2013 Registered: February 7, 2017	Profectus Beauty, LLC
DECLATONE RN: 3815545 SN: 77730832	Renewed, July 6, 2020 Int'l Class: 03 First Use: August, 2009 Filed: May 6, 2009 Registered: July 6, 2010 Last Renewal: July 6, 2020	Profectus Beauty, LLC
HYDROXATONE RN: 3312417 SN 78923690	Renewed, July 3, 2017 Int'l Class: 03 First Use: August 1, 2005 Filed: July 6, 2006 Registered: October 16, 2007 Last Renewal: July 3, 2017	Profectus Beauty, LLC
INSTANT EFFECT RN: 4376764 SN: 77966529 Disclaimer: "INSTANT"	Registered 8 Accepted, September 1, 2018 Int'l Class: 03 First Use: March, 2010 Filed: March 23, 2010 Registered: July 30, 2013	Profectus Beauty, LLC
INSTANT FACE LIFT RN: 4383631 SN: 85805092 Disclaimer: "FACE LIFT"	Registered 8 Accepted, August 22, 2018 Int'l Class: 03 First Use: July, 2012 Filed: December 18, 2012 Registered: August 13, 2013	Profectus Beauty, LLC
KERANIQUE RN: 4129060 SN: 77730835	Registered 8 Accepted, June 7, 2018 Int'l Class: 03 First Use: November, 2009 Filed: May 6, 2009 Registered: April 17, 2012	Profectus Beauty, LLC
KERAVIATIN RN: 5282417 SN: 87074421	Registered, September 5, 2017 Int'l Class: 05 First Use: May 30, 2017 Filed: June 16, 2016 Registered: September 5, 2017	Profectus Beauty, LLC

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LASHATONE RN: 3862008 SN: 77879021	Renewed, October 12, 2020 Int'l Class: 03 First Use: March 29, 2010 Filed: November 23, 2009 Registered: October 12, 2010 Last Renewal: October 12, 2020	Profectus Beauty, LLC
LUMINIQUE RN: 3829055 SN: 77613532	Renewed, August 4, 2020 Int'l Class: 03 First Use: April 1, 2010 Filed: November 13, 2008 Registered: August 3, 2010 Last Renewal: August 4, 2020	Profectus Beauty, LLC
LUMINIQUE RN: 4112808 SN: 85194900	Registered 9 Accepted, February 8, 2018 Int'l Class: 03 First Use: February 3, 2011 Filed: December 10, 2010 Registered: March 13, 2012	Profectus Beauty, LLC
THE WOMEN'S HAIR GROWTH EXPERTS. RN: 5028862 SN: 86804745	Registered Supplemental Register, August 23, 2016 Int'l Class: 03 First Use: November, 2015 Filed: October 30, 2015 Registered: August 23, 2016	Profectus Beauty, LLC
THICK HEAD RN: 5717841 SN: 87944784	Registered, April 2, 2019 Int'l Class: 03,05 First Use: December, 2018 Filed: June 1, 2018 Registered: April 2, 2019	Profectus Beauty, LLC
YOUR BEAUTY ADVISOR RN: 3888328 SN: 85068875	Renewed Supplemental Register, December 7, 2020 Int'l Class: 35 First Use: December 29, 2009 Filed: June 22, 2010 Registered: December 7, 2010 Last Renewal: December 7, 2020	Profectus Beauty, LLC

SCHEDULE D
(ITU Marks)

None.

(Trademarks)

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