

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM748183

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FIRST EAGLE ALTERNATIVE CAPITAL AGENT, INC.	FORMERLY THL CORPORATE FINANCE, INC.	08/12/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	FEAC AGENT, LLC		
Street Address:	500 Boylston Street		
Internal Address:	Suite 1250		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	4308159	48 HOUR SIX PACK	
Registration Number:	4778054	AIRSCULPT	
Registration Number:	4308158	ELITE BODY SCULPTURE	
Registration Number:	4357821		
Registration Number:	4273356	IF YOU CAN PINCH IT, WE CAN TAKE IT	
Registration Number:	4476359	NO NEEDLE, NO SCALPEL, NO STITCHES	
Registration Number:	4908287	REVISIONSCULPT	
Registration Number:	4273354	SECOND BABY SYNDROME	
Registration Number:	4860286	TINY TUCK	
Registration Number:	5567094	AIRSCULPT IS FOR EVERYBODY	
Registration Number:	5686968	POWER BBL	
Registration Number:	6555723	STUBBORN FAT, IT'S ALL WE DO	
Registration Number:	6585098	CURE FOR THE HIP DIP	
Registration Number:	6660603	HIP FLIP	
Serial Number:	88511696	AIRPEN	
Serial Number:	88537459	MIRROR MIRROR	
Serial Number:	90387500	HALFCALF	

CH \$465.00 4308159

Property Type	Number	Word Mark
Serial Number:	90390453	CANKCURE

CORRESPONDENCE DATA

Fax Number: 2126983599

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: 2126983500

Email: patents@dechert.com

Correspondent Name: Dechert LLP

Address Line 1: Three Bryant Park

Address Line 2: 1095 Avenue of the Americas, 26th Floor

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER: 386893-162789

NAME OF SUBMITTER: Michael Riego

SIGNATURE: /Michael Riego/

DATE SIGNED: 08/12/2022

Total Attachments: 6

source=First_Eagle_Elite_Body_-_Trademark_Security_Interest_Assignment.DOCX#page1.tif

source=First_Eagle_Elite_Body_-_Trademark_Security_Interest_Assignment.DOCX#page2.tif

source=First_Eagle_Elite_Body_-_Trademark_Security_Interest_Assignment.DOCX#page3.tif

source=First_Eagle_Elite_Body_-_Trademark_Security_Interest_Assignment.DOCX#page4.tif

source=First_Eagle_Elite_Body_-_Trademark_Security_Interest_Assignment.DOCX#page5.tif

source=First_Eagle_Elite_Body_-_Trademark_Security_Interest_Assignment.DOCX#page6.tif

TRADEMARK SECURITY INTEREST ASSIGNMENT

This **TRADEMARK SECURITY INTEREST ASSIGNMENT** (this “**Assignment**”) is made this August 12, 2022, by and among **FIRST EAGLE ALTERNATIVE CAPITAL AGENT, INC.** (formerly known as **THL CORPORATE FINANCE, INC.**), a Delaware corporation, as predecessor administrative agent and collateral agent for the Lenders under the Credit Agreement acting for the benefit for the Secured Parties (in such capacities, the “**Assignor**”) and **FEAC AGENT, LLC**, a Delaware limited liability company (in such capacities, the “**Agent**”) as successor administrative agent and collateral agent for the Lenders under the Credit Agreement and acting for the benefit of the Secured Parties. All capitalized terms not defined herein shall have the meaning ascribed to them in the Credit Agreement, the Security Agreement, or the Trademark Security Agreements (defined below), as applicable.

RECITALS

WHEREAS, **EBS INTERMEDIATE PARENT LLC**, a Delaware limited liability company (“**Holdings**”), **EBS ENTERPRISES LLC**, a Delaware limited liability company (“**Grantor**”), the other Subsidiaries thereafter designated as Guarantors pursuant to the Credit Agreement, the lenders from time to time party thereto (each a “**Lender**” and, collectively, the “**Lenders**”) and Assignor, have entered into a Credit Agreement, dated as of October 2, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”);

WHEREAS, in connection with the Credit Agreement, the Credit Parties, including the Grantor, have entered into the Security Agreement, dated as of October 2, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Assignor, for the benefit of the Secured Parties and the Grantor and Assignor entered into a Trademark Security Agreement, dated as of October 2, 2018 and a Trademark Security Agreement dated as of May 5, 2021 (each a “**Trademark Security Agreement**” and together the “**Trademark Security Agreements**”), each recorded with the United States Patent and Trademark Office at Reel/Frame 6487/0950 and 7281/0036, respectively, and pursuant to which the Grantor pledged, collaterally assigned and transferred to the Assignor and granted for the benefit of the Secured Parties a security interest in the Trademark Collateral (as defined in the Trademark Security Agreements), including, without limitation, the Trademarks referred to on Schedule I, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations (the “**Security Interests**”);

WHEREAS, the Assignor and Agent have entered into a Resignation, Appointment and Amendment Agreement, dated as of August 12, 2022, pursuant to which the Assignor has assigned all of its obligations and rights under the Credit Agreement, Security Agreement and Trademark Security Agreements to the Agent, including all of its right, title, and interest in the Trademark Collateral; and

WHEREAS, Assignor wishes to confirm, memorialize and record the assignment of its security interest in the Trademark Collateral to Agent;

NOW, THEREFORE, IT IS AGREED:

1. ASSIGNMENT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Assignor hereby forever sells, assigns, transfers, conveys and delivers to the Agent and its successors and assigns, and the Agent hereby accepts from Assignor, all of the Assignor's right, title and interest in, to and under Trademark Security Agreements and the Security Interests, including, without limitation, the Security Interests in the Trademarks referred to on Schedule I.

2. AUTHORIZATION. Assignor and Grantor hereby authorizes and requests the competent authorities including without limitation an official of the United States Patent and Trademark Office to issue the same to the Agent, its successors, legal representatives and assigns, in accordance with the terms of this Assignment.

3. GOVERNING LAW. THIS ASSIGNMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS.

[signature page follows]

IN WITNESS WHEREOF, the Assignor and Agent have caused this Assignment to be executed and delivered by its duly authorized officer as of the date first set forth above.

Assignor:

FIRST EAGLE ALTERNATIVE CAPITAL AGENT, INC. (formerly known as **THL CORPORATE FINANCE, INC.**)

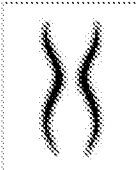
DocuSigned by:
By: Michelle Handy
Name: Michelle Handy
Title: Managing Director

Agent:

FEAC AGENT, LLC

DocuSigned by:
By: Michelle Handy
Name: Michelle Handy
Title: Managing Director

SCHEDULE I**Registered Trademarks**

Name of Grantor	Jurisdiction	Registration No.	Registration Date	Filing Date	Registered Owner	Mark
EBS Enterprises LLC (f/k/a Rollins Enterprises, LLC)	United States	4308159	16-Mar-2013	15-Jun-2012	EBS Enterprises LLC (f/k/a Rollins Enterprises, LLC)	48 HOUR SIX PACK
EBS Enterprises LLC (f/k/a Rollins Enterprises, LLC)	United States	4778054	21-Jul-2015	10-Dec-2013	EBS Enterprises LLC (f/k/a Rollins Enterprises, LLC)	AIRSCULPT
EBS Enterprises LLC (f/k/a Rollins Enterprises, LLC)	United States	4308158	26-Mar-2013	15-Jun-2012	EBS Enterprises LLC (f/k/a Rollins Enterprises, LLC)	ELITE BODY SCULPTURE
EBS Enterprises LLC (f/k/a Rollins Enterprises, LLC)	United States	4357821	25-Jun-2013	26-Oct-2012	EBS Enterprises LLC (f/k/a Rollins Enterprises, LLC)	HOURGLASS DESIGN 
EBS Enterprises LLC (f/k/a Rollins Enterprises, LLC)	United States	4273356	08-Jan-2013	25-Jan-2012	EBS Enterprises LLC (f/k/a Rollins Enterprises, LLC)	IF YOU CAN PINCH IT, WE CAN TAKE IT
EBS Enterprises LLC (f/k/a Rollins Enterprises, LLC)	United States	4476359	28-Jan-2014	09-May-2013	EBS Enterprises LLC (f/k/a Rollins Enterprises, LLC)	NO NEEDLE, NO SCALPEL, NO STICHES
EBS Enterprises LLC (f/k/a Rollins Enterprises, LLC)	United States	4908287	01-Mar-2016	23-Jul-2015	EBS Enterprises LLC (f/k/a Rollins Enterprises, LLC)	REVISIONSCULPT
EBS Enterprises LLC (f/k/a Rollins Enterprises, LLC)	United States	4273354	08-Jan-2013	01-Jan-2012	EBS Enterprises LLC (f/k/a Rollins Enterprises, LLC)	SECOND BABY SYNDROME

<u>Name of Grantor</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
EBS Enterprises LLC (f/k/a Rollins Enterprises, LLC)	United States	4860286	24-Nov-2015	27-Nov-2013	EBS Enterprises LLC (f/k/a Rollins Enterprises, LLC)	TINY TUCK
EBS Enterprises LLC (f/k/a Rollins Enterprises, LLC)	United States	5567094	18-Sept-2018	24-Sept-2017	EBS Enterprises LLC (f/k/a Rollins Enterprises, LLC)	AIRSCULPT IS FOR EVERYBODY
EBS Enterprises LLC (f/k/a Rollins Enterprises, LLC)	United States	5686968	26-Feb-2019	02-Aug-2017	EBS Enterprises LLC (f/k/a Rollins Enterprises, LLC)	POWER BBL
EBS Enterprises LLC (f/k/a Rollins Enterprises, LLC)	United States	6555723	09-Nov-2021	10-Jul-2019	EBS Enterprises LLC (f/k/a Rollins Enterprises, LLC)	STUBBORN FAT, IT'S ALL WE DO
EBS Enterprises LLC (f/k/a Rollins Enterprises, LLC)	United States	6585098	07-Dec-2021	14-Jul-2020	EBS Enterprises LLC (f/k/a Rollins Enterprises, LLC)	CURE FOR THE HIP DIP
EBS Enterprises LLC (f/k/a Rollins Enterprises, LLC)	United States	6660603	01-Mar-2022	14-Jul-2020	EBS Enterprises LLC (f/k/a Rollins Enterprises, LLC)	HIP FLIP

Pending Trademark Applications

<u>Name of Grantor</u>	<u>Jurisdiction</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Applicant</u>	<u>Mark</u>
EBS Enterprises LLC (f/k/a Rollins Enterprises, LLC)	United States	88511696	12-Jul-2019	EBS Enterprises LLC (f/k/a Rollins Enterprises, LLC)	AIRPEN
EBS Enterprises LLC (f/k/a Rollins Enterprises, LLC)	United States	88537459	25-Jul-2019	EBS Enterprises LLC (f/k/a Rollins Enterprises, LLC)	MIRROR MIRROR
EBS Enterprises LLC (f/k/a Rollins Enterprises, LLC)	United States	90387500	16-Dec-2020	EBS Enterprises LLC (f/k/a Rollins Enterprises, LLC)	HALFCALF

<u>Name of Grantor</u>	<u>Jurisdiction</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Applicant</u>	<u>Mark</u>
Enterprises, LLC)					
EBS Enterprises LLC (f/k/a Rollins Enterprises, LLC)	United States	90390453	17-Dec-2020	EBS Enterprises LLC (f/k/a Rollins Enterprises, LLC)	CANKCURE