

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM752875

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Trademark Property Security Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
I.I. IP, LLC		09/01/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Owl Rock Capital Corporation, as Collateral Agent		
Street Address:	399 Park Avenue, 38th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 47			
Property Type	Number	Word Mark	
Registration Number:	3843575	(800) BE-IDEAL	
Registration Number:	4679569	AESTHETIC IDEAL	
Registration Number:	5245471	ARE YOU READY TO FEEL YOUR BEST?	
Registration Number:	4780393	ARE YOU READY TO TAKE IT OFF?	
Registration Number:	4784494	ARE YOU READY TO TURN BACK TIME?	
Registration Number:	3194143	CHANGE YOUR LIFE FOREVER	
Registration Number:	6194379	CONFIDENCE CHANGES EVERYTHING	
Registration Number:	5464335		
Registration Number:	5575761		
Registration Number:	5575763		
Registration Number:	5575765		
Registration Number:	5575766		
Registration Number:	5575767		
Registration Number:	5575768		
Registration Number:	5575769		
Registration Number:	5575770		
Registration Number:	6002736		
Registration Number:	4605149	EVERYONE DESERVES TO FEEL THEIR BEST	
Registration Number:	4494966	IDEAL BIKINI	

OP \$1190.00 3843575

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4618592	IDEAL FACIAL REJUVENATION
Registration Number:	3193543	IDEAL FINANCING
Registration Number:	2829610	IDEAL IMAGE
Registration Number:	2966922	IDEAL IMAGE
Registration Number:	3985005	IDEAL IMAGE
Registration Number:	4504309	IDEAL IMAGE
Registration Number:	4594236	IDEAL IMAGE
Registration Number:	5464336	IDEAL IMAGE
Registration Number:	5464338	IDEAL IMAGE
Serial Number:	90780746	IDEAL IMAGE
Registration Number:	6012892	IDEAL IMAGE MEDSPA
Registration Number:	6012894	IDEAL IMAGE MEDSPA
Registration Number:	5822420	IDEAL IMAGE OCEAN
Registration Number:	5969353	IDEAL IMAGE SKIN LAB
Registration Number:	4587299	IDEAL LASER
Registration Number:	6397275	IDEAL LASER
Registration Number:	4625875	IDEAL LIPS
Registration Number:	3003743	IDEAL OFFICE
Registration Number:	4837329	IDEAL PROTECTION
Registration Number:	4606896	IDEAL SKIN
Registration Number:	5027675	IMAGE MD
Registration Number:	4629544	KNOWLEDGE IS A BEAUTIFUL THING
Registration Number:	5464337	MAKE THE IDEAL REAL
Registration Number:	3194166	MAKE YOUR RAZOR PERMANENTLY DISPOSABLE
Registration Number:	4629775	ONLY TRUST YOUR SKIN TO IDEAL IMAGE
Registration Number:	6002733	REAL PEOPLE. REAL RESULTS.
Registration Number:	4485324	REVEAL A YOUNGER LOOKING YOU
Registration Number:	5575771	WHEN YOU LOOK GOOD, YOU FEEL GOOD.

CORRESPONDENCE DATA

Fax Number: 2138918763

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.

Email: rhonda.deleon@lw.com

Correspondent Name: LATHAM & WATKINS LLP

Address Line 1: 355 SOUTH GRAND AVENUE

Address Line 4: LOS ANGELES, CALIFORNIA 90071-1560

ATTORNEY DOCKET NUMBER: 058516-0153

NAME OF SUBMITTER: Rhonda DeLeon

SIGNATURE:	/Rhonda DeLeon/
DATE SIGNED:	09/01/2022
Total Attachments: 7 source=Ideal Image - Trademark Security Agreement Execution Version#page1.tif source=Ideal Image - Trademark Security Agreement Execution Version#page2.tif source=Ideal Image - Trademark Security Agreement Execution Version#page3.tif source=Ideal Image - Trademark Security Agreement Execution Version#page4.tif source=Ideal Image - Trademark Security Agreement Execution Version#page5.tif source=Ideal Image - Trademark Security Agreement Execution Version#page6.tif source=Ideal Image - Trademark Security Agreement Execution Version#page7.tif	

TRADEMARK PROPERTY SECURITY AGREEMENT

This TRADEMARK PROPERTY SECURITY AGREEMENT is entered into as of September 1, 2022, (this “Agreement”), among I.I. IP, LLC, a Delaware limited liability company (the “Grantor”) and Owl Rock Capital Corporation, as collateral agent (in such capacity, the “Collateral Agent”) for the ratable benefit of the Secured Parties (as defined in the Credit Agreement described below).

Reference is made to that certain Pledge and Security Agreement, dated as of September 1, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Security Agreement”), among the Grantors party thereto and the Collateral Agent. The Lenders (as defined below) have extended credit to Ideal Image Development, LLC, a Delaware limited liability company (the “Borrower”), pursuant to that certain Credit Agreement, dated as of September 1, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the “Credit Agreement”), among the Borrower, Ideal Image Intermediate, L.P., a Delaware limited partnership (“Holdings”), the lenders from time to time party thereto (the “Lenders”), and Owl Rock Capital Corporation, as administrative agent and collateral agent for the Lenders. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement, as applicable.

SECTION 2. *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does pledge and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the Grantor and regardless of where located (collectively, the “IP Collateral”):

(i) all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto, together with (a) all goodwill of the business symbolized by the foregoing; (b) all renewals of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including damages, claims, and payments for past, present and future infringements, dilutions, or violations thereof; (d) all rights to sue for past, present, and future infringements, dilutions or violations of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (e) all rights corresponding to any of the foregoing throughout the world; but excluding any intent-to-use Trademark application prior to the filing and acceptance of a “Statement of Use”, “Amendment to Allege Use” or similar notice and/or filing with respect thereto, only to the extent, if any, that, and solely during the period if any, in which, the grant of such security interest may impair the validity or enforceability, or result in the voiding, of such intent-to-use Trademark application or any registration issuing therefrom under applicable Requirements of Law; and

(ii) all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. *Security Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and

remedies of the Collateral Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

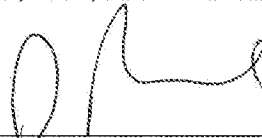
SECTION 4. *Governing Law.* This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 5. *Counterparts.* This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. The words “execution,” “execute,” “signed,” “signature,” and words of like import in or related to any document to be signed in connection with this Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Collateral Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

I.I. IP, LLC, as the Grantor

By: 
Name: David Prokupek
Title: Chief Executive Officer

[Signature Page to Trademark Property Security Agreement]

TRADEMARK
REEL: 007838 FRAME: 0265









OWL ROCK CAPITAL CORPORATION,
as the Collateral Agent




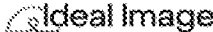

By: Owl Rock Capital Advisors LLC,
its Investments Advisor

By: 
Name: Jeff Walwyn
Title: Authorized Signatory

SCHEDULE I

TRADEMARKS

Mark	International Class(es)	Application No Filing Date	Registration No. Registration Date
(800) BE-IDEAL	44	77637428 20-DEC-2008	3843575 07-SEP-2010
AESTHETIC IDEAL	44	86013010 17-JUL-2013	4679569 27-JAN-2015
ARE YOU READY TO FEEL YOUR BEST?	44	87272843 19-DEC-2016	5245471 18-JUL-2017
ARE YOU READY TO TAKE IT OFF?	44	86325865 01-JUL-2014	4780393 28-JUL-2015
ARE YOU READY TO TURN BACK TIME?	44	86325819 01-JUL-2014	4784494 04-AUG-2015
CHANGE YOUR LIFE FOREVER	44	78858235 10-APR-2006	3194143 02-JAN-2007
CONFIDENCE CHANGES EVERYTHING	44	88885024 23-APR-2020	6194379 10-NOV-2020
Design Only 	44	87629395 30-SEP-2017	5464335 08-MAY-2018
Design Only 	44	87816059 01-MAR-2018	5575761 02-OCT-2018
Design Only 	44	87816067 01-MAR-2018	5575763 02-OCT-2018
Design Only 	44	87816075 01-MAR-2018	5575765 02-OCT-2018
Design Only 	44	87816082 01-MAR-2018	5575766 02-OCT-2018
Design Only 	44	87816084 01-MAR-2018	5575767 02-OCT-2018
Design Only 	44	87816092 01-MAR-2018	5575768 02-OCT-2018
Design Only 	44	87816097 01-MAR-2018	5575769 02-OCT-2018

Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date
Design Only 	44	87816106 01-MAR-2018	5575770 02-OCT-2018
Design Only 	44	88647549 09-OCT-2019	6002736 03-MAR-2020
EVERYONE DESERVES TO FEEL THEIR BEST	44	86192508 13-FEB-2014	4605149 16-SEP-2014
IDEAL BIKINI	44	86044776 22-AUG-2013	4494966 11-MAR-2014
IDEAL FACIAL REJUVENATION	44	86044828 22-AUG-2013	4618592 07-OCT-2014
IDEAL FINANCING	36	78824222 27-FEB-2006	3193543 02-JAN-2007
IDEAL IMAGE	44	76508361 21-APR-2003	2829610 06-APR-2004
IDEAL IMAGE 	44	78413274 05-MAY-2004	2966922 12-JUL-2005
IDEAL IMAGE	44	85162146 27-OCT-2010	3985005 28-JUN-2011
IDEAL IMAGE	44	85904687 15-APR-2013	4504309 01-APR-2014
IDEAL IMAGE	44	86012969 17-JUL-2013	4594236 26-AUG-2014
IDEAL IMAGE	44	87629396 30-SEP-2017	5464336 08-MAY-2018
IDEAL IMAGE	3	87629400 30-SEP-2017	5464338 08-MAY-2018
IDEAL IMAGE 	35, 44	90780746 17-JUN-2021	
IDEAL IMAGE MEDSPA	35, 44	88577377 13-AUG-2019	6012892 17-MAR-2020
IDEAL IMAGE MEDSPA 	35, 44	88577383 13-AUG-2019	6012894 17-MAR-2020
IDEAL IMAGE OCEAN	44	87629397 30-SEP-2017	5822420 30-JUL-2019
IDEAL IMAGE SKIN LAB	35, 44	88976364 08-OCT-2018	5969353 21-JAN-2020
IDEAL LASER	44	86018742 24-JUL-2013	4587299 19-AUG-2014
IDEAL LASER	44	88573113 09-AUG-2019	6397275 22-JUN-2021

Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date
IDEAL LIPS	44	86013039 17-JUL-2013	4625875 21-OCT-2014
IDEAL OFFICE	9	78363939 06-FEB-2004	3003743 04-OCT-2005
IDEAL PROTECTION	3	86103269 28-OCT-2013	4837329 20-OCT-2015
IDEAL SKIN	44	86013044 17-JUL-2013	4606896 16-SEP-2014
IMAGE MD	44	86407308 26-SEP-2014	5027675 23-AUG-2016
KNOWLEDGE IS A BEAUTIFUL THING	44	86013030 17-JUL-2013	4629544 28-OCT-2014
MAKE THE IDEAL REAL	44	87629399 30-SEP-2017	5464337 08-MAY-2018
MAKE YOUR RAZOR PERMANENTLY DISPOSABLE	44	78863481 18-APR-2006	3194166 02-JAN-2007
ONLY TRUST YOUR SKIN TO IDEAL IMAGE	44	86079309 01-OCT-2013	4629775 28-OCT-2014
REAL PEOPLE. REAL RESULTS.	44	88646196 08-OCT-2019	6002733 03-MAR-2020
REVEAL A YOUNGER LOOKING YOU	44	86044781 22-AUG-2013	4485324 18-FEB-2014
WHEN YOU LOOK GOOD, YOU FEEL GOOD.	44	87816111 01-MAR-2018	5575771 02-OCT-2018