

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM766161

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EBS Enterprises LLC		11/07/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank, as Administrative Agent		
Street Address:	275 Grove Street		
City:	Newton		
State/Country:	MASSACHUSETTS		
Postal Code:	02466		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	4308159	48 HOUR SIX PACK	
Registration Number:	4778054	AIRSCULPT	
Registration Number:	5567094	AIRSCULPT IS FOR EVERYBODY	
Registration Number:	6585098	CURE FOR THE HIP DIP	
Registration Number:	4308158	ELITE BODY SCULPTURE	
Registration Number:	6660603	HIP FLIP	
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:	5686968	POWER BBL	
Registration Number:	4908287	REVISIONSCULPT	
Registration Number:	6555723	STUBBORN FAT, IT'S ALL WE DO	
Registration Number:	4860286	TINY TUCK	
Serial Number:	90390453	CANKCURE	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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>			

CH \$365.00 4308159

Phone: 12129061216
Email: angela.amaru@lw.com
Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru
Address Line 1: 1271 Avenue of the Americas
Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER: 050176-0056

NAME OF SUBMITTER: Angela M Amaru

SIGNATURE: /s/Angela M. Amaru

DATE SIGNED: 11/07/2022

Total Attachments: 13

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “*Agreement*”) dated as of November 7, 2022 is made by of the signatories hereto (together with any other entity that may become a party hereto as provided herein, each a “*Grantor*”) in favor of SILICON VALLEY BANK, as administrative agent (together with its successors , in such capacity, the “*Administrative Agent*”).

RECITALS

A. The Administrative Agent, the Lenders, and the other Secured Parties, have agreed to make certain advances of money and to extend certain financial accommodations to Grantor (collectively, the “*Loans*”) in the amounts and manner set forth in that certain Credit Agreement by and among the Administrative Agent, the Lenders, Grantor, AIRSCULPT TECHNOLOGIES, INC., a Delaware corporation (“*Holdings*”), EBS INTERMEDIATE PARENT LLC, a Delaware limited liability company (“*Intermediate Holdings*”), EBS ENTERPRISES LLC, a Delaware limited liability company (the “*Borrower*”), the banks and other financial institutions or entities from time to time parties thereto (each a “*Lender*” and, collectively, the “*Lenders*”) and the Administrative Agent (as amended, amended and restated, supplemented, restructured or otherwise modified renewed or replaced from time to time, the “*Credit Agreement*”). Unless otherwise specified, capitalized terms used herein are used as defined in the Credit Agreement or the Guarantee and Collateral Agreement (as defined below), as applicable.

B. In consideration of the agreement by the Administrative Agent, the Lenders, and the other Secured Parties to make the Loans to Borrower under the Credit Agreement, Borrower, Holdings, and each other Grantor have entered into that certain Guarantee and Collateral Agreement in favor of the Administrative Agent, dated as of even date herewith (as the same may be amended, modified or supplemented from time to time, the “*Guarantee and Collateral Agreement*”).

C. The Administrative Agent and the Lenders are willing to make the Loans to the Borrower, but only upon the condition, among others, that Grantor shall grant to Administrative Agent, for the benefit of the Secured Parties, a security interest in certain Copyrights, Copyright Licenses Trademarks, Trademark Licenses, Patents and Patent Licenses (in each case, as defined in the Guarantee and Collateral Agreement) to secure the obligations of the Borrower, Holdings, and each other Grantor under the Credit Agreement and the Guarantee and Collateral Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

AGREEMENT

1. Grant of Security Interest. Each Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest and wherever located (collectively, the “*Intellectual Property Collateral*”), 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:

(a) (i) all copyrights arising under the laws of the United States, any other country or any political subdivision thereof, together with the underlying works of authorship (including titles), whether registered or unregistered and whether published or unpublished (including those listed on Exhibit A), all computer programs, computer databases, computer program flow diagrams, source codes, object

codes and all tangible property embodying or incorporating any copyrights, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, all registrations, recordings and applications in the U.S. Copyright Office, and (ii) the right to obtain any renewals thereof;

(b) (i) all letters patent of the United States, any other country or any political subdivision thereof, all reissues and extensions thereof and all goodwill associated therewith, including, without limitation, any of the foregoing referred to on Schedule 6, (ii) all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, including, without limitation, any of the foregoing referred to on Exhibit B, and (iii) all rights to obtain any reissues or extensions of the foregoing;

(c) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the U.S. Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Exhibit C, and (ii) the right to obtain all renewals thereof;

(d) all rights to sue at law or in equity for any infringement or other impairment of any of the foregoing, including the right to receive all proceeds and damages therefrom; and

(e) to the extent not otherwise included, all Proceeds, Supporting Obligations and products of any and all of the foregoing.

Notwithstanding the foregoing, the term “Intellectual Property Collateral” shall not include (i) any intent-to-use United States Trademark application for which neither (x) an amendment to allege use to bring the application into conformity with 15 U.S.C. § 1051(a) has been filed with and accepted by the United States Patent and Trademark Office, nor (y) a verified statement of use under 15 U.S.C. § 1051(d) has been filed with and accepted by the United States Patent and Trademark Office, (ii) rights held under a license that are not assignable by their terms without the consent of the licensor thereof (but only to the extent such restriction on assignment is enforceable under applicable law), or (ii) any other Excluded Assets.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by the Administrative Agent.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Guarantee and Collateral Agreement, which is hereby incorporated by reference. The provisions of the Guarantee and Collateral Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Administrative Agent with respect to the Intellectual Property Collateral are as provided by the Guarantee and Collateral Agreement, the Credit Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., “pdf” or “tif” format) shall be effective as delivery of a manually executed counterpart of this Agreement. The words “execution,” “signed,” “signature,” “delivery” 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 any electronic sound, symbol or process attached to, or associated with, a contract or other record and adopted by a Person with the intent to sign, authenticate or accept such contract or record, and deliveries 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, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any Requirement of 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.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. **THIS AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE, CAUSE OF ACTION, OR PROCEEDING (WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE) BASED UPON, ARISING OUT OF, CONNECTED WITH, OR RELATING TO THIS AGREEMENT, AND THE TRANSACTIONS CONTEMPLATED HEREBY, AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE CONFLICT OF LAW RULES) OF THE STATE OF NEW YORK.**

[Signature page follows]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address:

EBS ENTERPRISES LLC

EBS ENTERPRISES LLC
Attn: Dennis Dean
(615) 424-0121
ddean@elitebodysculpture.com

DocuSigned by:
Dennis Dean
By _____
7335A052A92041D...

Name: Dennis Dean

Title: Chief Financial Officer

[Signature Page to Intellectual Property Security Agreement]

Address:

Silicon Valley Bank
Attn: Allison Cohen Pearlstein
275 Grove Street, Suite 2-200
Newton, MA 02466

ADMINISTRATIVE AGENT:

SILICON VALLEY BANK, as Agent

By:  _____

Name: Allison L. Pearlstein

Title: Senior Vice President

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 007905 FRAME: 0498

EXHIBIT A

Copyrights

None.

B-1

EXHIBIT B

Patents

Issued Patents of EBS Enterprises LLC

<u>Jurisdiction</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Inventor</u>	<u>Title</u>
USA	9700375	7-11-2017	EBS Enterprises LLC	LASER NIL LIPOSUCTION SYSTEM AND METHOD
USA	10517638	12-31-2019	EBS Enterprises LLC	LASER NIL LIPOSUCTION SYSTEM AND METHOD

Pending Patent Applications of EBS Enterprises LLC

<u>Jurisdiction</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Inventor</u>	<u>Title</u>
USA	16/709599	12-10-2019	EBS Enterprises LLC	LASER NIL LIPOSUCTION SYSTEM AND METHOD
USA	17/954803	9-29-2022	EBS Enterprises LLC	HELIUM PLASMA NUTATIONAL INFRASONIC LIPOSCULPTURE SYSTEM AND METHOD

EXHIBIT C



Trademarks

Registered Trademarks of EBS Enterprises LLC

<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>	<u>Registered Owner</u>	<u>Mark</u>
USA	4308159	6/15/2012	3/26/2013	EBS Enterprises LLC	48 HOUR SIX PACK
United Kingdom	UK00003420732	8/12/2019	11/1/2019	EBS Enterprises LLC	AIRPEN
Australia	1922503	4/26/2018	11/20/2018	EBS Enterprises LLC	AIRSCULPT
China	30904062	5/16/2018	2/21/2019	EBS Enterprises LLC	AIRSCULPT
European Union Intellectual Property Office	015382195	4/26/2016	12/5/2016	EBS Enterprises LLC	AIRSCULPT
Hong Kong	304504491	4/25/2018	4/25/2018	EBS Enterprises LLC	AIRSCULPT
Singapore	40201807623P	4/25/2018	4/25/2018	EBS Enterprises LLC	AIRSCULPT
United Kingdom	UK009015382195	4/26/2016	12/5/2016	EBS Enterprises LLC	AIRSCULPT
United Kingdom	UK00003306698	4/26/2018	7/20/2018	EBS Enterprises LLC	AIRSCULPT
Mexico	2409557	2/9/2022	6/16/2022	EBS Enterprises LLC	AIRSCULPT
Saudi Arabia	1443029933	4/12/2022	6/28/2022	EBS Enterprises LLC	AIRSCULPT

<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>	<u>Registered Owner</u>	<u>Mark</u>
United Arab Emirates	375230	4/26/2022	4/26/2022	EBS Enterprises LLC	AIRSCULPT
USA	4778054	12/10/2013	7/21/2015	EBS Enterprises LLC	AIRSCULPT
USA	5567094	9/24/2017	9/18/2018	EBS Enterprises LLC	AIRSCULPT IS FOR EVERYBODY
Australia	2234494	12/8/2021	12/8/2021	EBS Enterprises LLC	AIRSCULPT PLUS
European Union Intellectual Property Office	018617666	12/8/2021	4/16/2022	EBS Enterprises LLC	AIRSCULPT PLUS
Hong Kong	305826051	12/8/2021	12/8/2021	EBS Enterprises LLC	AIRSCULPT PLUS
Mexico	2409559	2/9/2022	6/16/2022	EBS Enterprises LLC	AIRSCULPT PLUS
Saudi Arabia	1443029938	4/12/2022	6/28/2022	EBS Enterprises LLC	AIRSCULPT PLUS
Singapore	40202129730W	12/9/2021	12/9/2021	EBS Enterprises LLC	AIRSCULPT PLUS
United Arab Emirates	375232	4/26/2022	4/26/2022	EBS Enterprises LLC	AIRSCULPT PLUS
United Kingdom	UK00003730716	12/8/2021	3/11/2022	EBS Enterprises LLC	AIRSCULPT PLUS
Australia	2234493	12/8/2021	12/8/2021	EBS Enterprises LLC	AIRSCULPT+
European Union Intellectual Property Office	018617667	12/8/2021	4/16/2022	EBS Enterprises LLC	AIRSCULPT+

<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>	<u>Registered Owner</u>	<u>Mark</u>
Hong Kong	305826060	12/8/2021	12/8/2021	EBS Enterprises LLC	AIRSCULPT+
Mexico	2409558	2/9/2022	6/16/2022	EBS Enterprises LLC	AIRSCULPT+
Saudi Arabia	1443029936	4/12/2022	6/28/2022	EBS Enterprises LLC	AIRSCULPT+
Singapore	40202129732Y	12/9/2021	12/9/2021	EBS Enterprises LLC	AIRSCULPT+
United Arab Emirates	375231	4/26/2022	4/26/2022	EBS Enterprises LLC	AIRSCULPT+
United Kingdom	UK00003730717	12/8/2021	3/18/2022	EBS Enterprises LLC	AIRSCULPT+
USA	6585098	7/14/2020	12/7/2021	EBS Enterprises LLC	CURE FOR THE HIP DIP
United Kingdom	UK00003426606	9/6/2019	11/29/2019	EBS Enterprises LLC	ELITE BODY SCULPTURE
USA	4308158	06/15/2012	03/26/2013	EBS Enterprises LLC	ELITE BODY SCULPTURE
Australia	2241678	1/11/2022	1/11/2022	EBS Enterprises LLC	HIP FLIP
European Union Intellectual Property Office	018637601	1/11/2022	5/11/2022	EBS Enterprises LLC	HIP FLIP
United Kingdom	UK00003741938	1/11/2022	4/8/2022	EBS Enterprises LLC	HIP FLIP
USA	6660603	7/14/2020	3/1/2022	EBS Enterprises LLC	HIP FLIP

<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>	<u>Registered Owner</u>	<u>Mark</u>
United Kingdom	UK00003425638	9/3/2019	11/22/2019	EBS Enterprises LLC	HOURGLASS Design 
USA	4357821	10/26/2012	6/25/2013	EBS Enterprises LLC	HOURGLASS Design 
United Kingdom	UK00003425779	9/3/2019	11/22/2019	EBS Enterprises LLC	IF YOU CAN PINCH IT, WE CAN TAKE IT
USA	4273356	1/25/2012	1/8/2013	EBS Enterprises LLC	IF YOU CAN PINCH IT, WE CAN TAKE IT
USA	4476359	5/9/2013	1/28/2014	EBS Enterprises LLC	NO NEEDLE, NO SCALPEL, NO STITCHES
United Kingdom	UK00003420742	8/12/2019	11/1/2019	EBS Enterprises LLC	POWER BBL
USA	5686968	8/2/2017	2/26/2019	EBS Enterprises LLC	POWER BBL
USA	4908287	7/23/2015	3/1/2016	EBS Enterprises LLC	REVISIONSCULPT
USA	6555723	7/10/2019	11/9/2021	EBS Enterprises LLC	STUBBORN FAT, IT'S ALL WE DO
USA	4860286	11/27/2013	11/24/2015	EBS Enterprises LLC	TINY TUCK

Pending Trademark Applications of EBS Enterprises LLC

<u>Jurisdiction</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Applicant</u>	<u>Mark</u>
Canada	1978943	8/2/2019	EBS Enterprises LLC	48 HOUR SIX PACK
Canada	1978952	8/2/2019	EBS Enterprises LLC	AIRPEN

USA	88/511696 Intent to Use	7/12/2019	EBS Enterprises LLC	AIRPEN
Canada	1978944	8/2/2019	EBS Enterprises LLC	AIRSCULPT
Canada	2152393	12/8/2021	EBS Enterprises LLC	AIRSCULPT PLUS
China	61659655	12/24/2021	EBS Enterprises LLC	AIRSCULPT PLUS
USA	90/799445 Intent to Use	6/28/2021	EBS Enterprises LLC	AIRSCULPT PLUS
USA	97/554695 Intent to Use	8/18/2022	EBS Enterprises LLC	AIRSCULPT SMOOTH
Canada	2152392	12/8/2021	EBS Enterprises LLC	AIRSCULPT+
China	61659654	12/24/2021	EBS Enterprises LLC	AIRSCULPT+
USA	90/799441 Intent to Use	6/28/2021	EBS Enterprises LLC	AIRSCULPT+
USA	97/452583 Intent to Use	6/10/2022	EBS Enterprises LLC	AIRSCULPTING
USA	90/390453	12/17/2020	EBS Enterprises LLC	CANKCURE
Canada	1978945	08/2/2019	EBS Enterprises LLC	ELITE BODY SCULPTURE
Canada	2159315	1/11/2022	EBS Enterprises LLC	HIP FLIP
Hong Kong	305855004	1/11/2022	EBS Enterprises LLC	HIP FLIP
Singapore	40202200723S	1/11/2022	EBS Enterprises LLC	HIP FLIP
Canada	1978951	8/2/2019	EBS Enterprises LLC	HOURGLASS Design 
Canada	1978948	8/2/2019	EBS Enterprises LLC	IF YOU CAN PINCH IT, WE CAN TAKE IT
USA	97/393139 Intent to Use	5/3/2022	EBS Enterprises LLC	NATIONAL DOUBLE CHIN DAY
Canada	1978950	8/2/2019	EBS Enterprises LLC	NO NEEDLE, NO SCALPEL, NO STITCHES

Canada	1978949	8/2/2019	EBS Enterprises LLC	POWER BBL
Canada	1978947	8/2/2019	EBS Enterprises LLC	STUBBORN FAT, IT'S ALL WE DO
Canada	1978946	8/2/2019	EBS Enterprises LLC	TINY TUCK