

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM778922

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN TRADEMARKS AT R/F 7342/0625		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Golub Capital Markets LLC		01/01/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Skinpossible Laser & Light Solutions Ltd.		
Street Address:	2150, 1800-195 Ave SE		
City:	Calgary		
State/Country:	CANADA		
Postal Code:	T2X 0R3		
Entity Type:	Limited Corporation: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4109961	SKINPOSSIBLE	
Registration Number:	4115956	SKINPOSSIBLE	
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>			
Phone:	2129061209		
Email:	JESSICA.BAJADA-SILVA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP, C/O JESSICA BAJADA		
Address Line 1:	1271 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	053644-0228		
NAME OF SUBMITTER:	Jessica Bajada-Silva		
SIGNATURE:	/s/ Jessica Bajada-Silva		
DATE SIGNED:	01/06/2023		
Total Attachments: 3			
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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of January 1, 2023, is made by GOLUB CAPITAL MARKETS LLC, as administrative agent and collateral agent (in such capacities, the “Agent”) for the ratable benefit of the Secured Parties in favor of SKINPOSSIBLE LASER & LIGHT SOLUTIONS LTD., an Alberta corporation, 0929069 B.C. LTD. (fka Victoria MD Esthetics Ltd.), a British Columbia corporation, and SASSI CONSULTING INC., an Alberta corporation (each, a “Grantor” and, together, the “Grantors”). All capitalized terms used but not defined herein shall have the respective meanings given to them (including by reference) in the Security Agreement (as defined below).

WHEREAS, the Grantors, the other grantors party thereto and the Agent entered that certain Canadian Pledge and Security Agreement, dated as of March 4, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), pursuant to which the Grantors executed and delivered to the Agent that certain Trademark Security Agreement, dated as of June 30, 2021 (the “Trademark Security Agreement”);

WHEREAS, pursuant to Security Agreement and the Trademark Security Agreement, each Grantor pledged collaterally assigned, mortgaged, transferred and granted to the Agent, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of such Grantor’s right, title and interest in, to and under the following (collectively, the “Trademark Collateral”):

all Trademarks, including the Trademark registrations and registration applications in the Canadian Intellectual Property Office or 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 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”, “Declaration 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 all proceeds of the foregoing, in each case to the extent the foregoing items constitute Collateral;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on July 1, 2021 at Reel 7342, Frame 0625 and with the Canadian Intellectual Property Office on September 29, 2021 against the trademarks listed in Schedule I; and

WHEREAS, the Grantors have requested that the Agent execute and deliver this Release to evidence the release of its security interest in the Trademark Collateral for recordation at the United States Patent and Trademark Office and the Canadian Intellectual Property Office.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent, without any representation, warranty or recourse of any kind or nature, hereby (a) releases its security interest in the Trademark Collateral, (b) reassigns and retransfers to the Grantors (as applicable) any right, title or interest the Agent may have acquired in, to or under the Trademark Collateral, and (c) terminates the Trademark Security Agreement.

IN WITNESS WHEREOF, the Agent has caused this Release to be executed and delivered by its duly authorized representative as of the date first set forth above.

**GOLUB CAPITAL MARKETS LLC,
as the Agent**

By: 
Name: Marc C. Robinson
Title: Senior Managing Director

SCHEDULE I

CANADIAN TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER AND DATE	TRADEMARK
Skinpossible Laser & Light Solutions Ltd.	TMA819151 05-MAR-2012	SKINPOSSIBLE
0929069 B.C. Ltd.	TMA789171 31-JAN-2011	M D ESTHE+ICS DESIGN
0929069 B.C. Ltd.	TMA788552 25-JAN-2011	MD ESTHETICS
Sassi Consulting Inc.	TMA1095947 16-MAR-2021	LOOK GOOD, NOT DONE
Sassi Consulting Inc.	TMA1095944 16-MAR-2021	LUCERE

UNITED STATES TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER AND DATE	TRADEMARK
Skinpossible Laser & Light Solutions Ltd.	4109961 06-Mar-2012	SKINPOSSIBLE
Skinpossible Laser & Light Solutions Ltd.	4115956 20-Mar-2012	SKINPOSSIBLE