

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM780699

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
COLORESCIENCE, INC.		09/03/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ANKURA TRUST COMPANY, LLC, AS COLLATERAL TRUSTEE		
Street Address:	140 Sherman Street, Fourth Floor		
City:	Fairfield		
State/Country:	CONNECTICUT		
Postal Code:	06824		
Entity Type:	TRUST COMPANY: NEW HAMPSHIRE		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	6356215	FINISHING TOUCH	
Registration Number:	6373276	FINISHING TOUCH	
Registration Number:	6335321	COLORESCIENCE FINISHING TOUCH	
Registration Number:	6389600	COLORESCIENCE FINISHING TOUCH	
Registration Number:	6531099	TOTAL PROTECTION	
Registration Number:	6531100	SUNFORGETTABLE TOTAL PROTECTION	
Registration Number:	6598207	COLORESCIENCE KNOW BETTER SKIN.	
Serial Number:	90849145	INVISIPLEX	
Serial Number:	90907244	SUNVISIBLE	
Serial Number:	97464386	NO-SHOW	
Serial Number:	97464389	TOTAL PROTECTION NO-SHOW	
Serial Number:	97464392	COLORESCIENCE NO-SHOW	
Serial Number:	97546525	COLORESCIENCE WEAR WHAT WORKS	
Serial Number:	97694792	COLORESCIENCE BARRIER PRO	
Serial Number:	88587830	TOTAL LASH	
Serial Number:	88755061	TOTAL BROW	
CORRESPONDENCE DATA			
Fax Number:	6505657100		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
TRADEMARK			

CH \$415.00 6356215

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 6505657022
Email: kceron@sidley.com
Correspondent Name: Karla Ceron
Address Line 1: 1001 Page Mill Road, Building 1
Address Line 4: Palo Alto, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER:	100085.30080
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NAME OF SUBMITTER:	Karla Ceron
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SIGNATURE:	/karla ceron/
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DATE SIGNED:	01/13/2023
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Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”) is entered into as of September 3, 2020, between **COLORESCIENCE, INC.**, a Delaware corporation (“**Grantor**”) and **ANKURA TRUST COMPANY, LLC**, as collateral agent for Lenders (in such capacity, “**Collateral Trustee**”).

RECITALS

A. Grantor, K2 HealthVentures LLC, as administrative agent, the lender from time to time party thereto (collectively “**Lenders**”), and Collateral Trustee, as collateral agent for Lenders, are entering into a Loan and Security Agreement as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”). Defined terms used herein without definition shall have the meanings set forth in the Loan Agreement.

B. The Obligations are secured by the Collateral, as defined in the Loan Agreement, including without limitation, all of Grantor’s Intellectual Property.

C. Grantor’s execution and delivery of this Agreement is a condition to the effectiveness of the Loan Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Grantor and Collateral Trustee hereby agree:

1. To secure the Obligations, Grantor grants Collateral Trustee a security interest in all of Grantor’s right, title and interest in its Intellectual Property. Grantor hereby confirms that the attached schedules of Grantor’s copyright, patent and trademark applications and registrations, which are registered or filed with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, attached hereto as Exhibits A, B and C hereto, respectively, are complete and accurate as of the date hereof.

2. Grantor hereby authorizes Collateral Trustee to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate of this Agreement containing amended exhibits reflecting such new Intellectual Property with the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

3. This Agreement shall be exclusively (without regard to any rules or principles relating to conflicts of laws) governed by, enforced and construed in accordance with the laws of the state of New York and the federal laws of the United States applicable therein.

4. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Agreement. The words “execution,” “signed,” “signature” and words of like import shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act. Delivery of an executed counterpart of a signature page to this Agreement by electronic means including by email delivery of a “.pdf” format data file shall be effective as delivery of an original executed counterpart of this Agreement.

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[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

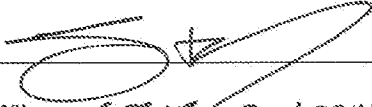
IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantor:

2141 Palomar Airport Road, Suite 200
Carlsbad, CA 92011
Attention: Steve Loomis

GRANTOR:

COLORESCIENCE, INC.

By: 

Name: STEVE P. LOOMIS

Title: CFO/COO

Address of Collateral Trustee:

140 Sherman Street, Fourth Floor
Fairfield, CT 06824
Attention: Lisa Price

COLLATERAL TRUSTEE:

ANKURA TRUST COMPANY, LLC

By: _____

Name: _____

Title: _____

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

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COLORESCIENCE, INC.

By _____

Name: _____

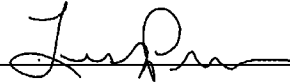
Title: _____

Address of Collateral Trustee:

140 Sherman Street, Fourth Floor
Fairfield, CT 06824
Attention: Lisa Price

COLLATERAL TRUSTEE:

ANKURA TRUST COMPANY, LLC

By:  _____

Name: Lisa Price

Title: Managing Director

EXHIBIT A
COPYRIGHTS

<u>OWNER</u>	<u>DESCRIPTION</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
COLORESCIENCE, INC.	Be Aware! Compare (2005)	TX0007122398	8/21/2009
COLORESCIENCE, INC.	Be Aware! Compare (2007)	TX0007122422	8/21/2009
COLORESCIENCE, INC.	Be Aware! Compare (2008)	TX0007122444	8/21/2009
COLORESCIENCE, INC.	Be Aware! Compare (2009)	TX0007122405	8/21/2009

EXHIBIT B

PATENTS

OWNER	DESCRIPTION	PATENT (APPLICATION) NUMBER	ISSUE (APPLICATION) DATE
Colorescience, Inc.	Formulations For Lightening Skin And Treating Hyperpigmentation	9,956,163	05/01/18
Colorescience, Inc.	Skin Care Formulations	10,285,932	05/14/2019
Colorescience, Inc.	Redness Correcting Skin Care Formulations	(16/388,278)	(04/18/2019)
Colorescience, Inc.	Sunscreen Dispensing Brush And Methods Of Using Same	(17/000,976)	(08/24/2020)
Colorescience, Inc.	Brightening Skin Care Serums	11,433,020	09/06/2022
Colorescience, Inc.	Skin Care Formulations	(17/817,759)	(08/05/2022)

EXHIBIT C
TRADEMARKS

OWNER	DESCRIPTION	REGISTRATION OR APPLICATION NUMBER	REGISTRATION OR FILING DATE
Colorescience, Inc.	COLORESCIENCE [®]	4042819	10/18/11
Colorescience, Inc.	COLORESCIENCE [®]	4238017	11/06/12
Colorescience, Inc.	COLORESCIENCE [®]	2351697	05/23/00
Colorescience, Inc.	SUNFORGETTABLE [®]	3865319	10/19/10
Colorescience, Inc.	SUNFORGETTABLE [®]	3643329	06/23/09
Colorescience, Inc.	SUNFORGETTABLE [®]	2772147	10/07/13
Colorescience, Inc.	SUNFORGETTABLE [®]	4365710	07/09/13
Colorescience, Inc.	MAKEUP THAT DOES MORE [®]	4385051	08/13/13
Colorescience, Inc.	COLORESSENCE [®]	5241712	07/11/17
Colorescience, Inc.	CORE FOUR [®]	5251414	07/25/17
Colorescience, Inc.	4 MINUTES TO FLAWLESS [®]	5266204	08/15/17
Colorescience, Inc.	DECAPLEX-10 [®]	5251470	07/25/17
Colorescience, Inc.	CS [®]	5246692	07/18/17
Colorescience, Inc.	CS [®]	5251516	07/25/17
Colorescience, Inc.	CS [®]	5251476	07/25/17
Colorescience, Inc.	LUMIRA [®]	4993811	07/05/16
Colorescience, Inc.	LUMIRA [®]	4998680	07/12/16
Colorescience, Inc.	LASTING BEAUTY [®]	5251485	07/25/17
Colorescience, Inc.	LASTING BEAUTY [®]	5251486	07/25/17
Colorescience, Inc.	EVEN UP [®]	4998976	07/12/16
Colorescience, Inc.	EVEN UP CLINICAL PIGMENT PERFECTOR [®]	4999081	07/12/16
Colorescience, Inc.	COLORESCIENCE EVEN UP [®]	5261487	08/08/17
Colorescience, Inc.	BREAK UP WITH YOUR MAKEUP [®]	5459341	05/01/18
Colorescience, Inc.	TINT DU SOLEIL [®]	5341063	11/21/17
Colorescience, Inc.	A HIGHER STANDARD [®]	5396730	02/06/18
Colorescience, Inc.	A HIGHER STANDARD OF BEAUTY [®]	5392183	01/30/18
Colorescience, Inc.	FUSION OF SUNCARE, SKINCARE AND COLOR [®]	5256689	08/01/17
Colorescience, Inc.	FUSION OF SUNCARE, SKINCARE AND COLOR [®]	5256690	08/01/17

OWNER	DESCRIPTION	REGISTRATION OR APPLICATION NUMBER	REGISTRATION OR FILING DATE
Colorescience, Inc.	SUNSTOPPABLE [®]	5407880	02/20/18
Colorescience, Inc.	SUNRELIABLE [®]	5475867	05/22/18
Colorescience, Inc.	COLORESCIENCE SKIN PERFECTOR [®]	5291750	09/19/17
Colorescience, Inc.	COLORESCIENCE BRUSH ON SUNSCREEN [®]	5271968	08/22/17
Colorescience, Inc.	COLORESCIENCE DAILY UV PROTECTOR [®]	5257242	08/01/17
Colorescience, Inc.	ALL CALM [®]	5397920	02/06/18
Colorescience, Inc.	COLORESCIENCE ALL CALM [®]	5397921	02/06/18
Colorescience, Inc.	BIOSOLACE [®]	5408924	02/20/18
Colorescience, Inc.	COLORESCIENCE TOTAL EYE [®]	5676147	02/12/19
Colorescience, Inc.	TOTAL EYE [®]	5676549	02/12/19
Colorescience, Inc.	ENVIROSCREEN [®]	5676571	02/12/19
Colorescience, Inc.	PEP UP [®]	5729556	04/16/19
Colorescience, Inc.	INVISIPLEX [™]	90/849145	07/26/21
Colorescience, Inc.	SUNVISIBLE [™]	90/907244	08/27/21
Colorescience, Inc.	NO-SHOW	97/464386	06/17/22
Colorescience, Inc.	TOTAL PROTECTION NO- SHOW	97/464389	06/17/22
Colorescience, Inc.	COLORESCIENCE NO-SHOW	97/464392	06/17/22
Colorescience, Inc.	COLORESCIENCE WEAR WHAT WORKS	97/546525	08/12/22
Colorescience, Inc.	FINISHING TOUCH [®]	6356215	05/18/21
Colorescience, Inc.	FINISHING TOUCH [®]	6373276	06/01/21
Colorescience, Inc.	COLORESCIENCE FINISHING TOUCH [®]	6335321	04/27/21
Colorescience, Inc.	COLORESCIENCE FINISHING TOUCH [®]	6389600	06/15/21
Colorescience, Inc.	TOTAL PROTECTION [®]	6531099	10/19/21
Colorescience, Inc.	SUNFORGETTABLE TOTAL PROTECTION [®]	6531100	10/19/21
Colorescience, Inc.	COLORESCIENCE KNOW BETTER SKIN. [®]	6598207	12/21/21
Colorescience, Inc.	COLORESCIENCE BARRIER PRO	97/694792	11/28/22

<u>OWNER</u>	<u>DESCRIPTION</u>	<u>REGISTRATION OR APPLICATION NUMBER</u>	<u>REGISTRATION OR FILING DATE</u>
Colorescience, Inc.	TOTAL LASH	88/587830	8/21/19
Colorescience, Inc.	TOTAL BROW	88/755061	01/10/20