

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM787431

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Body Contour Centers, LLC		02/14/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Canadian Imperial Bank of Commerce, as Agent		
Street Address:	81 Bay Street		
Internal Address:	10th Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5J 0E7		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	3622234	IT'S YOUR LIFE. LIVE IT BEAUTIFULLY.	
Registration Number:	3622233	SONO BELLO	
Registration Number:	5512937	THINAIR	
Registration Number:	4162470	TRISCUPT	
Registration Number:	5727550	TRISCUPT E/X	
Registration Number:	5749949	TUMMY E/X	
Serial Number:	97490315	CHEST EX	
Serial Number:	97066576	ABEX	
Serial Number:	90788000	EXPRESS ABS	
CORRESPONDENCE DATA			
Fax Number:	8888295817		
<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:	8888295819		
Email:	john.cunningham@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	208 S. LaSalle		
Address Line 2:	Suite 814		

OP \$240.00 3622234

Address Line 4:	Chicago, ILLINOIS 60604
NAME OF SUBMITTER:	Nancy A. Zarazua
SIGNATURE:	/Nancy A. Zarazua/
DATE SIGNED:	02/16/2023
Total Attachments: 6 source=IP trademark#page1.tif source=IP trademark#page2.tif source=IP trademark#page3.tif source=IP trademark#page4.tif source=IP trademark#page5.tif source=IP trademark#page6.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 14, 2023, is made by each of the entities listed on the signature pages hereof (each, a “Grantor”, and collectively, the “Grantors”), in favor of Canadian Imperial Bank of Commerce (“CIBC”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders (as defined in the Credit Agreement) and the other Secured Creditors.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of February 14, 2023 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Body Contour Centers, LLC, a Delaware limited liability company (“Borrower”), the other Credit Parties (as defined in the Credit Agreement) from time to time party thereto, the Lenders from time to time party thereto and CIBC, as administrative agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, each Grantor has agreed, pursuant to a Security Agreement of even date with the Credit Agreement in favor of the Agent (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the promises and to induce the Lenders and the Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance of the Secured Obligations of such Grantor, hereby pledges to the Agent for the benefit of the Secured Creditors, and grants to the Agent for the benefit of the Secured Creditors a Lien (as defined in the Credit Agreement) on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”), but excluding all Excluded Collateral (as defined in the Credit Agreement):

- (a) all of its trademarks (but excluding any intent-to-use trademark application prior to the filing and acceptance of a “Statement of Use” or “Amendment to Alleged Use” with respect thereto), including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between this Agreement and the Security Agreement, the Security Agreement shall control.

Section 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

Section 5. Governing Law. THIS TRADEMARK SECURITY AGREEMENT, AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO, SHALL BE CONSTRUED AND DETERMINED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING SECTION 5-1401 AND SECTION 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK) WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE
FOLLOWS]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

Body Contour Centers, LLC

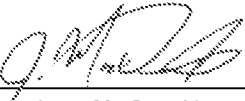
By: 


Name: Christopher M. Par

Title: Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

**CANADIAN IMPERIAL BANK OF
COMMERCE**, as Agent

By: 
Name: Jesse MacDonald
Title: Authorized Signatory

By: 
Name: John Linney
Title: Authorised signatory

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Company	Intellectual Property	Application/Registration Number	Application/Registration Date
Body Contour Centers, LLC	IT'S YOUR LIFE. LIVE IT BEAUTIFULLY.	3622234	19-MAY-2009
Body Contour Centers, LLC	SONO BELLO	3622233	19-MAY-2009
Body Contour Centers, LLC	THINAIR	5512937	10-JUL-2018
Body Contour Centers, LLC	TRISCULPT	4162470	19-JUN-2012
Body Contour Centers, LLC	TRISCULPT E/X	5727550	16-APR-2019
Body Contour Centers, LLC	TUMMY E/X	5749949	14-MAY-2019

2. TRADEMARK APPLICATIONS

Practice	Intellectual Property	Application/Registration Number	Application/Registration Date
Body Contour Centers, LLC	CHEST EX	97490315	06-JUL-2022
Body Contour Centers, LLC	AbEX	97066576	08-OCT-2021
Body Contour Centers, LLC	Express Abs	90788000	22-JUN-2021