

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM807170

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
AVENUE VENTURE OPPORTUNITIES FUND, L.P.		04/20/2023	Limited Partnership: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	DOMINION AESTHETIC TECHNOLOGIES, INC.		
<b>Street Address:</b>	14950 Heathrow Forest PKWY, Suite 190		
<b>City:</b>	Houston		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77032		
<b>Entity Type:</b>	Corporation: TEXAS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6136611	EON	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2028874288		
<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>			
<b>Phone:</b>	2028874000		
<b>Email:</b>	mbeyene@akingump.com, DC_IPDocketing@AKINGUMP.com		
<b>Correspondent Name:</b>	Mussie B Beyene		
<b>Address Line 1:</b>	2001 K Street N.W.		
<b>Address Line 4:</b>	Washington DC, D.C. 20006		
<b>ATTORNEY DOCKET NUMBER:</b>	103952.0009		
<b>NAME OF SUBMITTER:</b>	Mussie B Beyene		
<b>SIGNATURE:</b>	/Mussie B Beyene/		
<b>DATE SIGNED:</b>	05/01/2023		
<b>Total Attachments: 5</b>			
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TERMINATION AND RELEASE OF  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Termination and Release of Patent and Trademark Security Agreement (this "Termination") dated as of April 20, 2023, is executed by **AVENUE VENTURE OPPORTUNITIES FUND, L.P.**, a Delaware limited partnership, as administrative agent and collateral agent (in such capacity, together with its successors and assigns, the "Secured Party"), and in favor of **DOMINION AESTHETIC TECHNOLOGIES, INC.** ("Grantor"). All capitalized terms used in this Termination and not otherwise defined herein, shall have the respective meanings given to such terms in the Intellectual Property Security Agreement (defined below).

RECITALS

A. The Intellectual Property Security Agreement, dated as of June 16, 2021, executed by Grantor (as amended, amended and restated, supplemented or otherwise modified from time to time from time to time, the "Intellectual Property Security Agreement"), was entered into in conjunction with that certain Loan and Security Agreement dated as of June 16, 2021 between Grantor and Avenue Venture Opportunities Fund, L.P., a Delaware limited partnership (Secured Party), as supplemented by the Supplement to the Loan and Security Agreements dated as of June 16, 2021 (as so supplemented and amended, amended and restated, supplemented or otherwise modified from time to time from time to time, the "Security Agreement"), pursuant to which Grantor granted to Secured Party a lien on all of its personal property, including without limitation the patents and patent applications listed on Exhibit A hereto, and the trademarks and trademark applications listed on Exhibit B hereto (such patents, patent applications, trademarks and trademark applications the "Intellectual Property").

B. Pursuant to the Intellectual Property Security Agreement, Grantor pledged and granted to the Secured Party for the benefit of the Secured Parties (as defined in the Patent and Trademark Security Agreement) a security interest in all of Grantor's right, title and interest in, to and under all of the IP Collateral (as defined below).

C. Secured Party agrees to discharge fully, terminate and release its security interest in the Intellectual Property specified below.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Secured Party hereby agrees as follows:

1. (a) The Patent and Trademark Security Agreement and (b) with respect to the Intellectual Property, the Security Agreement, are hereby terminated and of no further force and effect.

2. Secured Party hereby expressly irrevocably and unconditionally terminates, cancels, fully discharges and releases the security interest pledged and granted by Grantor to the Secured Party in any and all right, title and interest of Grantor in, to and under any and all of the following (the "IP Collateral"), including, without limitation, all of the Intellectual Property, and reassigns, transfers and conveys to Grantor any and all right, title and interest of Secured Party (if any) therein or thereto, including, in each instance, any and all of the foregoing granted to Secured Party pursuant to the Patent and Trademark Security Agreement or Security Agreement:

(a) all patents and patent applications, in each case whether then owned by Grantor or thereafter acquired and whether then existing or thereafter coming into existence, including without limitation those listed on **Exhibit A**, including the inventions and improvements described and claimed therein together with the reissues, divisions, continuations, renewals, extensions and continuations in part thereof, all income, royalties, damages and payments now or hereafter due and/or payable with respect thereto, all damages and payments for past or future infringements thereof and rights to sue therefor, and all rights corresponding thereto throughout the world; and

(b) all of the trademarks, whether then owned or at any time thereafter acquired, of Grantor that are registered with, or for which applications for registration have been filed with, the United States Patent and Trademark Office, including the trademarks listed on **Exhibit B**, and all registrations and pending applications associated therewith.

3. Secured Party represents and warrants that it has the full power and authority to execute this Termination.

4. Secured Party hereby authorizes the Grantor or its authorized representative to record or file this Termination with the Trademark Division of the United States Patent and Trademark Office, and the United States Copyright Office, at the Grantor's sole cost and expense.

5. Secured Party hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the termination, release, or reassignment to the Grantor of the security interest contemplated hereby (at the Grantor's sole cost and expense).

6. This Termination and the rights and obligations of the parties hereunder shall be governed by, and construed in accordance with, the law of the State of New York, without regard to principles of conflicts of laws that would result in the application of the laws of any other jurisdiction; provided that Section 5-1401 of the New York General Obligations Law shall apply.

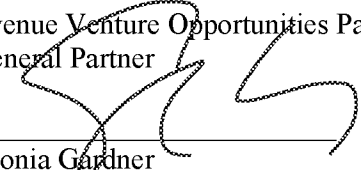
*[signature on following page]*

IN WITNESS WHEREOF, Secured Party has duly executed and delivered this Termination as of the day and year first above written.

**SECURED PARTY**

AVENUE VENTURE OPPORTUNITIES FUND, L.P.

By: Avenue Venture Opportunities Partners, LLC  
Its: General Partner

By:   
Name: Sonia Gardner  
Title: Authorized Signatory

*[Signature Page to Termination and Release of IP Security Agreement]*

DMS 20985912.2

**TRADEMARK**  
**REEL: 008056 FRAME: 0085**






**EXHIBIT A**

**PATENTS**

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued Or Published?</u>	<u>Issue Date:</u>
SYSTEMS AND METHODS FOR AESTHETIC TREATMENT	10994151	15/820737	ISSUED	05/04/2021
APPARATUS AND METHODS FOR IMPINGEMENT COOLING	N/A	15/820699	PUBLISHED	N/A
SYSTEMS AND METHODS FOR AESTHETIC TREATMENT	N/A	16/900388	PUBLISHED	N/A
SYSTEMS AND METHODS FOR AESTHETIC TREATMENT	N/A	17/017179	PUBLISHED	N/A
SYSTEMS AND METHODS FOR CHARACTERIZING SKIN TYPE FOR AESTHETIC AND DERMATOLOGICAL TREATMENTS	N/A	15/962443	PUBLISHED	N/A

*Exhibit A*

**EXHIBIT B**  
**TRADEMARKS**

<u>Mark / Title:</u>	<u>Application No.:</u>	<u>Application Date:</u>	<u>Registration Number:</u>	<u>USPTO Reference Number:</u>	<u>Registration Date:</u>
	87/480,169	JUNE 8, 2017	6,136,611	N/A	AUG 25, 2020
	3665731	DEC 1, 2017	3040498	N/A	NOV 6, 2019
	913870145	DEC 8, 2017	N/A	N/A	N/A
	017536608	NOV 29, 2017	017536608	N/A	MAY 7, 2018
	2017-159544	DEC 4, 2017	6023415	N/A	MAR 2, 2018

*Exhibit B*