

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM812373

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ACPS MSO, LLC		05/17/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Enterprise Bank & Trust		
<b>Street Address:</b>	3900 E. Camelback Rd, Suite 180		
<b>City:</b>	Phoenix		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85018		
<b>Entity Type:</b>	Chartered Trust Company: MISSOURI		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5161751	TRUE FORM AESTHETIC SURGERY	
<b>Registration Number:</b>	5032807	TRUE FORM PLASTIC SURGERY	
<b>Registration Number:</b>	5032805	TRUE FORM FACIAL REJUVENATION	
<b>Registration Number:</b>	5032804	TRUE FORM FACELIFT	
<b>Registration Number:</b>	5032803	TRUE FORM BODY CONTOURING	
<b>Registration Number:</b>	5032802	TRUE FORM BREAST AUGMENTATION	
<b>Registration Number:</b>	5032801	TRUE FORM AESTHETIC BREAST SURGERY	
<b>Registration Number:</b>	4302364	TRUE FORM TUMMY TUCK	
<b>Registration Number:</b>	4283846	TRUE FORM ABDOMINOPLASTY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3142592020		
<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>	314-259-2000		
<b>Email:</b>	susan.murphy@bclplaw.com		
<b>Correspondent Name:</b>	Bryan Cave Leighton Paisner LLP		
<b>Address Line 1:</b>	211 North Broadway, Suite 3600		
<b>Address Line 4:</b>	St. Louis, MISSOURI 63102		
<b>ATTORNEY DOCKET NUMBER:</b>	1014489.98		

CH \$240.00 5161751

<b>NAME OF SUBMITTER:</b>	Jay Wheeler
<b>SIGNATURE:</b>	/Jay Wheeler/
<b>DATE SIGNED:</b>	05/23/2023
<b>Total Attachments: 5</b> source=TRADEMARK SECURITY AGREEMENT - ENTERPRISE_ATHENIX#page1.tif source=TRADEMARK SECURITY AGREEMENT - ENTERPRISE_ATHENIX#page2.tif source=TRADEMARK SECURITY AGREEMENT - ENTERPRISE_ATHENIX#page3.tif source=TRADEMARK SECURITY AGREEMENT - ENTERPRISE_ATHENIX#page4.tif source=TRADEMARK SECURITY AGREEMENT - ENTERPRISE_ATHENIX#page5.tif	

## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (“**Trademark Security Agreement**”), dated as of May 17, 2023, is made by ACPS MSO, LLC, a Delaware limited liability company (“**Grantor**”), in favor of ENTERPRISE BANK & TRUST, a Missouri chartered trust company (the “**Secured Party**”).

Grantor, Secured Party, and the other parties thereto have entered into an Amended and Restated Loan Agreement dated as of the date hereof (as amended, restated or otherwise modified from time to time, the “**Loan Agreement**”).

As a condition precedent to the making of loans by Secured Party under the Loan Agreement, Grantor has executed and delivered to Secured Party that certain Amended and Restated Security Agreement dated as of the date hereof (as amended, restated or otherwise modified from time to time, the “**Security Agreement**”).

Under the terms of the Security Agreement, Grantor has granted to Secured Party a security interest in, among other property, certain intellectual property of Grantor, and has agreed to execute and deliver this Trademark Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

Grantor and Secured Party therefore agree as follows:

1. **Grant of Security.** Grantor hereby pledges and grants to Secured Party a security interest in and to all of the right, title and interest of Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “**Trademark Collateral**”):

(a) the trademark registrations, trademark applications, and trademark licenses set forth in **Schedule 1** hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the “**Trademarks**”), excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Recordation.** Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon Secured Party’s request.

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

4. **Execution in Counterparts.** This Trademark Security 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 Trademark Security Agreement by facsimile or in electronic (i.e., “pdf” or “tif” format) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

5. **Successors and Assigns.** This Trademark Security 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 Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the State of Missouri.


[signature page to follow]

Grantor and Secured Party have executed this Trademark Security Agreement as of the date set forth in the introductory paragraph.

GRANTOR

ACPS MSO, LLC,  
a Delaware limited liability company

By: Northwest Surgical Development  
Company, Inc., its sole member

By:   
Name: Christopher Mijares  
Its: Chief Financial Officer

[Signatures continued on next page]

Grantor and Secured Party have executed this Trademark Security Agreement as of the date set forth in the introductory paragraph.

SECURED PARTY

ENTERPRISE BANK & TRUST

By:  \_\_\_\_\_

Print Name: Greg Kertman

Title: Senior Vice President

Address:

3900 E Camelback Rd, Ste. 180

Phoenix, AZ 85018

Attn: Greg Kertman

E-Mail: [gkertman@enterprisebank.com](mailto:gkertman@enterprisebank.com)

SCHEDULE 1

TRADEMARK REGISTRATIONS, APPLICATIONS, AND LICENSES

Mark	Reg. No.	Reg. Date
TRUE FORM AESTHETIC SURGERY	5161751	03/14/2017
TRUE FORM PLASTIC SURGERY	5032807	08/30/2016
TRUE FORM FACIAL REJUVENATION	5032805	08/30/2016
TRUE FORM FACELIFT	5032804	08/30/2016
TRUE FORM BODY CONTOURING	5032803	08/30/2016
TRUE FORM BREAST AUGMENTATION	5032802	08/30/2016
TRUE FORM AESTHETIC BREAST SURGERY	5032801	08/30/2016
TRUE FORM TUMMY TUCK	4302364	03/12/2013
TRUE FORM ABDOMINOPLASTY	4283846	01/29/2013