

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM813261

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CSLC MSO Buyer, LLC		05/25/2023	Limited Liability Company: DELAWARE
CSLC FL Buyer, LLC		05/25/2023	Limited Liability Company: DELAWARE
CSLC Intermediate Holdings, LLC		05/25/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Oxer Mezzanine Fund II, L.P.		
Street Address:	883 Yard Street		
City:	Columbus		
State/Country:	OHIO		
Postal Code:	43212		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	97616990	CSLC	
Serial Number:	97618278	REGENCEN	
CORRESPONDENCE DATA			
Fax Number:	6142243246		
<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:	614-462-1093		
Email:	ipdocketcolumbus@icemiller.com		
Correspondent Name:	Ice Miller LLP		
Address Line 1:	250 West Street, Suite 700		
Address Line 4:	Columbus, OHIO 43215		
NAME OF SUBMITTER:	Barbara Bacon		
SIGNATURE:	/Barbara Bacon/		
DATE SIGNED:	05/26/2023		
Total Attachments: 13			

OP \$65.00 97616990

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PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

This Patent, Trademark and Copyright Security Agreement (this “Security Agreement”), executed this 25th day of May, 2023, is made by CSLC MSO Buyer, LLC, a Delaware limited liability company (“CSLC Management”), CSLC FL Buyer, LLC, a Delaware limited liability company (“CSLC Florida”), CSLC Intermediate Holdings, LLC, a Delaware limited liability company (“HoldCo”), and each of the other Persons which become Grantors hereunder from time to time (CSLC Management, CSLC Florida, HoldCo and such other Persons are each, a “Grantor” and collectively, the “Grantors”), for the benefit of Oxer Mezzanine Fund II, L.P., a Delaware limited partnership (the “Purchaser”).

WITNESSETH:

WHEREAS, pursuant to that certain Senior Subordinated Note and Warrant Purchase Agreement, dated of even date herewith (as may be amended, modified, supplemented or restated from time to time, the “Note Purchase Agreement”), by and among CSLC Management, CSLC Florida, the other Borrowers (as defined therein) party thereto, HoldCo, the other Guarantors (as defined therein) party thereto, and the Purchaser, which is incorporated herein by reference thereto, the parties thereto agreed, among other things, that the Purchaser shall purchase the Note (as defined in the Note Purchase Agreement) from the Borrowers as set forth in the Note Purchase Agreement; and

WHEREAS the Grantors have agreed, among other things, to grant to the Purchaser a security interest in certain of their assets, including, without limitation, the Grantors’ patents, patent applications, service marks, service mark applications, service names, trademarks, trademark applications, trade names, goodwill and copyrights, copyright applications and copyright registrations pursuant to the terms and conditions of this Security Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, each Grantor agrees as follows:

1. Defined Terms. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Note Purchase Agreement.
2. Security Interest in Patents. To secure the complete payment and performance of the Obligations, each Grantor hereby grants and conveys to the Purchaser a Lien in all of such Grantor’s right, title and interest in and to all of its now owned or hereafter acquired or arising issued patents and patent applications, including, without limitation, those issued patents and patent applications listed on Schedule A, attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) any rights corresponding thereto throughout the world (all of the foregoing patents and

applications, together with the items described in clauses (a) – (d), are hereinafter individually and/or collectively referred to as the “Patents”).

3. Security Interest in Trademarks and Goodwill. To secure the complete payment and performance of the Obligations, each Grantor hereby grants and conveys to the Purchaser a Lien in all of such Grantor’s right, title and interest in and to all of its now owned or hereafter acquired or arising and filed:

(i) trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications (but excluding any application to register any “intent to use” trademark, service mark or other mark prior to filing under applicable Law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent that, and solely during the period in which, the grant of security interest therein would impair the validity or enforceability of such “intent to use” application for registration of a trademark under applicable Law), including, without limitation, the trademark registrations and trademark applications listed on Schedule B, attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) any rights corresponding thereto throughout the world (all of the foregoing trademarks, service marks, trademark and service mark registrations, trade names, service names and applications, together with the items described in clauses (a) – (d), are hereinafter individually and/or collectively referred to as the “Trademarks”); and

(ii) the entire goodwill of such Grantor’s business including but not by way of limitation such goodwill connected with and symbolized by the Trademarks.

4. Security Interest in Copyrights. To secure the complete payment and performance of the Obligations, each Grantor hereby grants and conveys to the Purchaser a Lien in all of such Grantor’s right, title and interest in and to all of its now owned or hereafter acquired or arising copyrights, and all filed or issued registrations and recordings thereof, including, without limitation, the copyright registrations listed on Schedule C, attached hereto and made a part hereof, and (a) all extensions and renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect to, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) any rights corresponding thereto throughout the world (all of the foregoing copyrights, together with the items described in (a) – (d) are hereinafter individually and/or collectively referred to as the “Copyrights”).

5. Security Interest in Licenses. To secure the complete payment and performance of the Obligations, each Grantor hereby grants and conveys to the Purchaser a Lien in all of such Grantor’s right, title and interest in and to all of its license agreements with any other party whether such Grantor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Schedule D attached hereto and made a part hereof, now or hereafter owned by such Grantor and now or hereafter covered by such licenses (all of the foregoing is hereinafter collectively referred to as the “Licenses”).

6. Restrictions on Future Security Interests. Each Grantor agrees that until the Obligations shall have been indefeasibly satisfied in full (other than contingent indemnification obligations for which no claim has been made) and the Note Purchase Agreement and all other Loan Documents shall have been terminated, no Grantor will, without the Purchaser's prior written consent, enter into any agreement relating to the Patents, Trademarks, Copyrights or Licenses and each Grantor further agrees that it will not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the lien priority or the validity or enforcement of the rights granted to the Purchaser under this Security Agreement.

7. New Patents, Trademarks and Copyrights. Each Grantor hereby authorizes the Purchaser as its attorney in fact to modify this Security Agreement (or any short-form notice of security interest executed in connection therewith (hereinafter referred to as a "Short-Form Notice")) by amending Schedules A, B, C and/or D, as applicable (or any applicable schedule to any Short-Form Notice), to include any future Patents, Trademarks, Copyrights and Licenses, as applicable, under Paragraphs 2, 3, 4 and 5 above or under this Paragraph 7, and to file or refile this Security Agreement (or any applicable Short-Form Notice) with the United States Patent and Trademark Office and/or Copyright Office, as the case may be.

8. Representations and Warranties. Each Grantor represents and warrants to the Purchaser that, as of the date hereof, except as otherwise set forth in the schedules hereto:

(i) The issued, registered and applied for Patents, Trademarks, Copyrights and Licenses set forth on Schedules A, B, C and D are subsisting and, to each Grantor's knowledge, valid and enforceable;

(ii) Such Grantor, as applicable, is the owner of the issued, registered and applied for Patents, Trademarks, Copyrights and Licenses set forth on Schedules A, B, C and D and has the power and authority to enter into this Security Agreement according to its terms;

(iii) This Security Agreement does not violate and is not in contravention of any other agreement to which any Grantor is a party or any judgment or decree by which any Grantor is bound and does not require any consent under any other agreement to which any Grantor is a party or by which any Grantor is bound; and

(iv) The Licenses are valid and binding agreements enforceable according to their terms, except as such enforceability (a) may be limited by bankruptcy, insolvency, fraudulent conveyance, organization, moratorium or other similar Laws affecting or relating to enforcement of creditors' rights generally and (b) is subject to general principles of equity (regardless of whether enforceability is considered in a proceeding at law or in equity). Each of the Licenses is in full force and effect and has not been amended or abrogated and there is no default under any of the Licenses.

9. Royalties; Terms. Each Grantor hereby agrees that the use by the Purchaser of all Patents, Trademarks, Copyrights and Licenses of such Grantor as described above shall be worldwide and without any liability for royalties or other related charges from the Purchaser to such Grantor. The security interest granted herein and the rights associated therewith shall extend

until the earlier of (i) the expiration of each of the respective Patents, Trademarks, Copyrights and Licenses assigned hereunder or (ii) the Obligations have been indefeasibly satisfied in full (other than contingent indemnification obligations for which no claim has been made) and the Note Purchase Agreement and all other Loan Documents have been terminated.

10. Continuing Validity of Obligations. The agreements and obligations of the Grantors hereunder are continuing agreements and obligations, and are absolute and unconditional irrespective of the genuineness, validity or enforceability of the Note Purchase Agreement, the Notes or any other instrument or instruments now or hereafter evidencing the Obligations or any part thereof or of the other Loan Documents or any other agreement or agreements now or hereafter entered into by the Purchaser and any Grantor pursuant to which the Obligations or any part thereof is issued or of any other circumstance which might otherwise constitute a legal or equitable discharge of such agreements and obligations. Without limitation upon the foregoing, such agreements and obligations shall continue in full force and effect as long as the Obligations or any part thereof remain outstanding and unpaid (other than contingent indemnification obligations for which no claim has been made) and shall remain in full force and effect without regard to and shall not be released, discharged or in any way affected by (i) any renewal, refinancing or refunding of the Obligations in whole or in part, (ii) any extension of the time of payment of the Notes or other instrument or instruments now or hereafter evidencing the Obligations, or any part thereof, (iii) any compromise or settlement with respect to the Obligations or any part thereof, or any forbearance or indulgence extended to any other Grantor, (iv) any amendment to or modification of the terms of the Notes or other instrument or instruments now or hereafter evidencing the Obligations or any part thereof or any other agreement or agreements now or hereafter entered into by the Purchaser and any Grantor pursuant to which the Obligations or any part thereof is issued or secured, (v) any substitution, exchange, or release of a portion of, or failure to preserve, perfect or protect, or other dealing in respect of, the Patents, Trademarks, Copyrights and Licenses or any other property or any security for the payment of the Obligations or any part thereof, (vi) any bankruptcy, insolvency, arrangement, composition, assignment for the benefit of creditors or similar proceeding commenced by or against any Grantor, (vii) any dissolution, liquidation or termination of any Grantor for any reason whatsoever or (viii) any other matter or thing whatsoever whereby the agreements and obligations of each Grantor hereunder, would or might otherwise be released or discharged other than indefeasible payment in full of the Obligations (other than contingent indemnification obligations for which no claim has been made). Each Grantor hereby waives notice of the acceptance of this Security Agreement by the Purchaser.

11. Duties of the Grantors. Except as may be otherwise agreed to by the Purchaser, each Grantor shall have the duty to (i) prosecute diligently any patent application of the Patents made by it and any trademark or service mark application or copyright application made by it pending as of the date hereof or thereafter until the Obligations shall have been indefeasibly satisfied in full (other than contingent indemnification obligations for which no claim has been made) and the Note Purchase Agreement and all other Loan Documents shall have terminated, (ii) make application on unpatented but patentable inventions, on trademarks and service marks and on copyrights, as appropriate, (iii) preserve and maintain all of its rights in patent applications and patents of the Patents; trademark applications, trademarks, trademark registrations, service mark applications, service marks, and service mark registrations of the Trademarks; and copyright applications and copyright registrations of the Copyrights, and (iv) to take all reasonable steps necessary to ensure that the Copyrights do not become abandoned or dedicated to the public, or

the remedies available against potential infringers weakened. Any expenses incurred in connection with the duties set forth in this Paragraph 11 shall be borne by Grantors. No Grantor shall abandon any right to file a patent application, trademark application or copyright application, or any pending patent application, trademark application, copyright application, Patent, Trademark, nor Copyright without the written consent of the Purchaser.

12. Financing Statements; Documents. The Grantors hereby authorize the Purchaser to file one or more financing statements pursuant to the Uniform Commercial Code or other applicable Law in form satisfactory to the Purchaser and will pay the costs of filing and/or recording this Security Agreement and/or any related notice of security interest and all financing, continuation and termination statements in all public offices where filing or recording is deemed necessary or desirable by the Purchaser. Each Grantor will execute and deliver to the Purchaser from time to time such supplemental security agreements or other instruments, including, but not by way of limitation, additional Security Agreements to be filed with the United States Patent and Trademark Office or Copyright Office, as the Purchaser may require for the purpose of confirming the Purchaser's security interest in the Patents, Trademarks, Copyrights and Licenses.

13. Rights of the Grantors and/or the Purchaser to Sue. Each Grantor may enforce its rights in the Patents, Trademarks, Copyrights and Licenses of such Grantor with or without the Purchaser's participation. If requested by any Grantor, the Purchaser shall participate in suits to enforce such rights as a nominal plaintiff for jurisdictional purposes. The Purchaser shall have the same rights, if any, as each Grantor has, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, Trademarks, Copyrights and Licenses of such Grantor, and any licenses thereunder, and, if the Purchaser shall commence any such suit, such Grantor shall, at the request of the Purchaser, do any and all lawful acts and execute any and all proper documents required by the Purchaser in aid of such enforcement and each Grantor shall promptly, upon demand and as part of the Obligations, reimburse and indemnify the Purchaser for all costs and expenses incurred by the Purchaser in the exercise of its rights under this Paragraph 13.

14. Defeasance. Notwithstanding anything to the contrary contained in this Security Agreement, upon indefeasible payment in full of the Obligations (other than contingent indemnification obligations for which no claim has been made) and performance of all obligations of the Loan Parties under the Note Purchase Agreement, this Security Agreement shall automatically terminate and be of no further force and effect and at the request of the Grantors, the Purchaser shall thereupon promptly terminate its security interest in the Patents, Trademarks, Copyrights and Licenses. For the avoidance of doubt, except as expressly provided for herein, this Security Agreement is not intended and shall not be construed to obligate the Purchaser to take any action whatsoever with respect to the Patents, Trademarks, Copyrights and Licenses or to incur expenses or perform or discharge any obligation, duty or disability of any Grantor.

15. Waivers. No course of dealing between the Loan Parties and the Purchaser nor any failure to exercise nor any delay in exercising, on the part of the Purchaser, any right, power or privilege hereunder or under the Note Purchase Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

16. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Paragraph 7 hereof or by a writing signed by the parties hereto.

17. Cumulative Remedies; Effect on Other Documents. All of the Purchaser's rights and remedies with respect to the Patents, Trademarks, Copyrights and Licenses, whether established hereby, by the Note Purchase Agreement or any Loan Document, or by any other agreements or by applicable law shall be cumulative and may be exercised singularly or concurrently. Each Grantor acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of the Purchaser under the Note Purchase Agreement or the Loan Documents but rather is intended to facilitate the exercise of such rights and remedies. To the extent there is any inconsistency between this Security Agreement and the Note Purchase Agreement, the Note Purchase Agreement shall control.

18. Binding Effect; Benefits. This Security Agreement shall be binding upon each Grantor and its successors and assigns, and shall inure to the benefit of the Purchaser and its successors and assigns.

19. Governing Law. This Security Agreement shall be governed by and construed in accordance with the Laws of the State of Ohio applicable to contracts made and to be performed in such State.

20. Counterparts. Any number of counterparts of this Security Agreement may be executed by the parties hereto. Each such counterpart shall be, and shall be deemed to be, an original instrument, but all such counterparts taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Security Agreement by telecopy or e-mail (PDF) shall be effective as delivery of a manually executed counterpart of this Security Agreement.

21. Joinder. Upon the execution and delivery by any other Person of a Borrower Joinder or a Guarantor Joinder, (i) such Person shall become a "Grantor" hereunder with the same force and effect as if it were originally a party to this Security Agreement and named as a "Grantor" on the signature pages hereto and (ii) the Schedules to this Security Agreement shall be deemed updated by the supplemental Schedules to this Security Agreement, if any, delivered pursuant to the terms of such Borrower Joinder or Guarantor Joinder, as applicable.

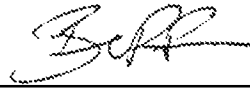
22. Intercreditor Agreement. The Purchaser, the Senior Agent and the Grantors have entered into that certain Intercreditor and Subordination Agreement of even date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time pursuant to the terms thereof, the "Intercreditor Agreement"). To the extent any provision of this Security Agreement conflicts with the Intercreditor Agreement, the Intercreditor Agreement shall control. If and to the extent the Senior Agent or any Senior Debt Lender is in possession or control of the Collateral, the Senior Agent or such Senior Debt Lender shall be deemed for all purposes to be holding such Collateral as the representative of and for the benefit of the Purchaser in accordance with the terms of the Intercreditor Agreement. Until the Obligations are paid in full (other than contingent indemnification obligations for which no claim has been made), any obligation of the Grantors hereunder to deliver possession of the Collateral to the Purchaser shall be satisfied to the

extent such proceeds are delivered to the Senior Agent or a Senior Debt Lender in accordance with the terms of the Senior Debt Documents.

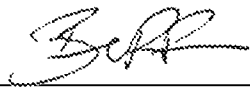
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IN WITNESS WHEREOF, and intending to be legally bound, the Grantors have executed this Security Agreement on the day and year first above written as a document under seal.

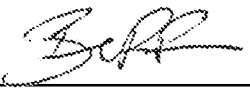
CSLC MSO Buyer, LLC

By: 
Name: Bradley Phillips
Title: Authorized Representative

CSLC FL Buyer, LLC

By: 
Name: Bradley Phillips
Title: Authorized Representative

CSLC Intermediate Holdings, LLC

By: 
Name: Bradley Phillips
Title: Authorized Representative

SCHEDULE A
PATENTS

None.

315616185.2
4869-5483-5302.7

SCHEDULE B
TRADEMARKS

Registered Trademarks

Owner	Trademark	Jurisdiction	Status/Key Dates	Serial No.
Cosmetic Laser Centers, PLLC	<u>CSLC</u>	United States (Federal)	Pending Application, October 19, 2022 Office Status: New Application - Record Initialized Not Assigned to Examiner Int'l Class: 44 First Use: December 31, 2021 Filed: October 3, 2022 Register Type: Principal Register	SN: 97616990
Cosmetic Laser Centers, PLLC	<u>REGENCEN</u>	United States (Federal)	Pending Application, October 24, 2022 Office Status: New Application - Record Initialized Not Assigned to Examiner Int'l Class: 44 First Use: December 31, 2021 Filed: October 4, 2022 Register Type: Principal Register	SN: 97618278

Foreign Trademarks

None.

Unregistered Trademarks

1.



2.



3. AGING, OPTIMIZED, MD

SCHEDULE C
COPYRIGHTS

None.

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SCHEDULE D
LICENSES

Inbound Licenses, Sublicenses, or other Contracts

1. Certain licensed materials and intellectual property rights provided under the SkinCeuticals Flagship Renewal Agreement, dated June 15, 2021, by and between SkinCeuticals, Active Cosmetic Division of L'Oréal USA, Inc. and Cosmetic Laser Centers, PLLC, the terms of which are only binding against the Traverse City, Michigan office location.

Outbound Licenses, Sublicenses, or other Contracts

None.