

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM820336

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900780785

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Crown Laboratories, Inc.		06/15/2023	Corporation: DELAWARE
Bellus Medical, LLC		06/15/2023	Limited Liability Company: TEXAS
StriVectin Operating Company, Inc.		06/15/2023	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Hayfin Services LLP
Street Address:	One Eagle Place
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	SW1Y 6AF
Entity Type:	Limited Partnership: ENGLAND AND WALES

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Registration Number:	3206299	DESENEX
Registration Number:	1895842	
Registration Number:	6901301	ULCER EASE
Registration Number:	6088601	WE THE REEF NO OXYBENZONE NO OCTINOXATE
Registration Number:	6623981	CONTOUR RESTORE
Registration Number:	6564252	FATTY ACIDS CERAMIDES CHOLESTEROL
Registration Number:	6944781	NEXT-GENERATION SKINCARE FOR EVERY GENER
Registration Number:	6881158	NIA 114 TECHNOLOGY ADVANCED RESURFACING
Registration Number:	6881157	PRO GLOWFOLIANT
Registration Number:	5009334	STRIVECTIN
Registration Number:	2760414	STRIVECTIN--SD
Serial Number:	90691694	BIOESSENTIALS
Serial Number:	90764600	BIOJUVE
Serial Number:	90691692	BIOJUVENATION
Serial Number:	97602478	BLUE LIZARD AUSTRALIAN SUNSCREEN

Property Type	Number	Word Mark
Serial Number:	90867338	C
Serial Number:	88641532	C CROWN AESTHETICS SKIN SCIENCE FOR LIFE
Serial Number:	88641943	C CROWN BEAUTY SKIN SCIENCE FOR LIFE
Serial Number:	88496134	C CROWN SKIN SCIENCE FOR LIFE
Serial Number:	88641491	C CROWN THERAPEUTICS SKIN SCIENCE FOR LI
Serial Number:	88279481	CROWN
Serial Number:	90699997	DERMASORB
Serial Number:	90615960	ECLIPSE
Serial Number:	97819710	GO HAVE FUN. WE'LL TAKE CARE OF THE SUN
Serial Number:	88641449	XYCROBE
Serial Number:	90546128	MULTI-ACTION CLEAR
Serial Number:	97375656	PEPTIDE PLUMP

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 2023704750

Email: ipteam@cogencyglobal.com

Correspondent Name: Rodney Boulware

Address Line 1: 1025 Connecticut Ave NW, Suite 712

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER: 2036230 TM

NAME OF SUBMITTER: Monet Zaccarelli

SIGNATURE: /Monet Zaccarelli/

DATE SIGNED: 06/28/2023

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of June 15, 2023 (this “Trademark Security Agreement”), made by each of the signatories hereto (together with any other entity that may become a party hereto as provided herein, the “Trademark Grantors”), is in favor of Hayfin Services LLP, as administrative agent for the Secured Parties (in such capacity, together with its successors and assigns, the “Agent”).

W I T N E S S E T H:

WHEREAS, the Trademark Grantors are party to a Security Agreement, dated as, September 17, 2021 (as amended or otherwise modified from time to time, the “Security Agreement”) in favor of the Agent, pursuant to which the Trademark Grantors are required to execute and deliver this Trademark Security Agreement (capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement);

WHEREAS, pursuant to the terms of the Security Agreement, each Trademark Grantor has created in favor of the Agent a security interest in, and the Agent has become a secured creditor with respect to, the Trademark Collateral (as defined below);

NOW, THEREFORE, in consideration of the premises and to induce the Agent and the Lenders to enter into each Fifth Amendment and to induce the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreements, each Trademark Grantor hereby grants to the Agent, for the ratable benefit of the Secured Parties, a security interest in all of the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”), as collateral security for the complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all Secured Obligations:

(a) all Trademarks of such Trademark Grantor, including, without limitation, the registered and applied-for Trademarks of such Grantor listed on **Schedule 1** attached hereto (excluding any application for registration of a trademark filed on an intent-to-use (or equivalent) basis solely to the extent that the grant of a security interest in any such trademark application would materially adversely affect the validity or enforceability of such application or the resulting registration, or result in abandonment of application or cancellation of the resulting registration);

(b) to the extent not covered by **clause (a)**, all Proceeds of any of the foregoing;

(c) to the extent not covered by **clause (a)**, the goodwill of the businesses with which the Trademarks are associated; and

(d) to the extent not covered by **clause (a)**, all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same.

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 the Trademark Grantors hereby acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

Each Trademark Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Trademark Security Agreement.

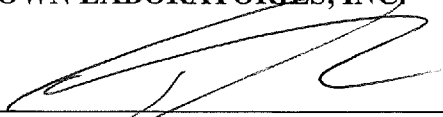
THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or electronic transmission (in PDF format) shall be effective as delivery of a manually executed counterpart hereof.

[Signature Pages Follow]


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

CROWN LABORATORIES, INC.

By 
Name: Jeffrey A. Bedard
Title: President and Chief Executive Officer

Address: 207 Mockingbird Lane, Johnson City,
TN 37604
Email: shammock@crownlaboratories.com
Attention: Shellie L. Hammock, General Counsel

BELLUS MEDICAL, LLC

By 
Name: Jeffrey A. Bedard
Title: President and Chief Executive Officer

Address: 207 Mockingbird Lane, Johnson City,
TN 37604
Email: shammock@crownlaboratories.com
Attention: Shellie L. Hammock, General Counsel


STRIVECTIN OPERATING COMPANY, INC.

By 
Name: Jeffrey A. Bedard
Title: President and Chief Executive Officer

Address: 207 Mockingbird Lane, Johnson City,
TN 37604
Email: shammock@crownlaboratories.com
Attention: Shellie L. Hammock, General Counsel

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:
HAYFIN SERVICES LLP, as the Agent

By  _____

Name: Erica Hughes

Title: Authorised Signatory

Address: One Eagle Place
London, SW1Y 6AF
Email: Loanops@hayfin.com
Legal@hayfin.com
Phone: +44 207 074 2900
Attention: Stephen Bourne
Legal Team / Loan Operations

Schedule 1

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Application No.	Registration No.	Owner
BIOESSENTIALS	90691694	<i>Pending</i>	Crown Laboratories, Inc.
BIOJUVE	90764600	<i>Pending</i>	Crown Laboratories, Inc.
BIOJUVENATION	90691692	<i>Pending</i>	Crown Laboratories, Inc.
BLUE LIZARD AUSTRALIAN SUNSCREEN	97602478	<i>Pending</i>	Crown Laboratories, Inc.
C	90867338	<i>Pending</i>	Crown Laboratories, Inc.
C CROWN AESTHETICS SKIN SCIENCE FOR LIFE	88641532	<i>Pending</i>	Crown Laboratories, Inc.
C CROWN BEAUTY SKIN SCIENCE FOR LIFE	88641943	<i>Pending</i>	Crown Laboratories, Inc.
C CROWN SKIN SCIENCE FOR LIFE & DESIGN	88496134	<i>Pending</i>	Crown Laboratories, Inc.
C CROWN THERAPEUTICS SKIN SCIENCE FOR LIFE	88641491	<i>Pending</i>	Crown Laboratories, Inc.
CROWN	88279481	<i>Pending</i>	Crown Laboratories, Inc.
DERMASORB	90699997	<i>Pending</i>	Crown Laboratories, Inc.

DESENEX	78891518	3206299	Crown Laboratories, Inc.
ECLIPSE	90615960	<i>Pending</i>	Crown Laboratories, Inc.
GO HAVE FUN. WE'LL TAKE CARE OF THE SUN	97819710	<i>Pending</i>	Crown Laboratories, Inc.
MINERAL ICE MOUNTAIN	74511774	1895842	Crown Laboratories, Inc.
ULCER EASE	97403189	6901301	Crown Laboratories, Inc.
WE THE REEF NO OXYBENZONE NO OCTINOXATE & DESIGN	88466017	6088601	Crown Laboratories, Inc.
XYCROBE	88641449	<i>Pending</i>	Crown Laboratories, Inc.
ALLUMERA	79087555	4040313	Bellus Medical LLC
CONTOUR RESTORE	90041943	6623981	StriVectin Operating Company, Inc.
FATTY ACIDS CERAMIDES CHOLESTEROL	90259448	6564252	StriVectin Operating Company, Inc.
MULTI-ACTION CLEAR	90546128	<i>Pending</i>	StriVectin Operating Company, Inc.
NEXT GENERATION SKINCARE FOR EVERY GENERATION	97006732	6944781	StriVectin Operating Company, Inc.
NIA 114 TECHNOLOGY ADVANCED RESURFACING	90644180	6881158	StriVectin Operating Company, Inc.
PEPTIDE PLUMP	97375656	<i>Pending</i>	StriVectin Operating Company, Inc.

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PRO GLOWFOLIANT	90644178	6881157	StriVectin Operating Company, Inc.
STRIVECTIN	86681659	5009334	StriVectin Operating Company, Inc.
STRIVECTIN--SD	78139298	2760414	StriVectin Operating Company, Inc.

Licenses of each Grantor Related to Registered Trademarks and Pending Trademark Applications

None.

ny-2576118