

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM844655

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Venus Concept USA Inc.		10/04/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	City National Bank of Florida		
Street Address:	100 SE 2nd Street		
Internal Address:	19th Floor		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33131		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	4904225	NANOFRACTIONAL RF	
Registration Number:	4904235	DELIVERING THE PROMISE	
Registration Number:	5098173	VENUS CONCEPT	
Registration Number:	5590575	VENUS FIORE	
Registration Number:	5020011	VENUS LEGACY	
Registration Number:	5324228	VENUS SKIN	
Registration Number:	5047723	VENUS VERSA	
Registration Number:	5186807	VENUS VIVA	
Registration Number:	5843538	2TWO5	
Registration Number:	3907549	NEOGRAFT	
Registration Number:	5968950	RP3	
Registration Number:	5704845	TRIBELLA	
Registration Number:	5946341	TRIM & TITE	
Registration Number:	6007652	VENUS BLISS	
Registration Number:	6007653	VENUS BLISS	
Registration Number:	5771562	VENUS GLOW	
Registration Number:	5771563	VENUS GLOW	
Registration Number:	5898636	VENUS HEAL	

OP \$490.00 4904225

Property Type	Number	Word Mark
Registration Number:	5898637	VENUS HEAL

CORRESPONDENCE DATA

Fax Number: 2023448300

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: 202-344-4976

Email: trademarkdocket@venable.com, rliebowitz@venable.com

Correspondent Name: Rebecca Liebowitz

Address Line 1: P.O. Box 34385

Address Line 2: c/o Venable LLP

Address Line 4: Washington, D.C. 20043

ATTORNEY DOCKET NUMBER: 126433-579807

NAME OF SUBMITTER: Rebecca Liebowitz

SIGNATURE: /rliebowitz/

DATE SIGNED: 10/09/2023

Total Attachments: 14

- source=Venus Security Interest#page1.tif
- source=Venus Security Interest#page2.tif
- source=Venus Security Interest#page3.tif
- source=Venus Security Interest#page4.tif
- source=Venus Security Interest#page5.tif
- source=Venus Security Interest#page6.tif
- source=Venus Security Interest#page7.tif
- source=Venus Security Interest#page8.tif
- source=Venus Security Interest#page9.tif
- source=Venus Security Interest#page10.tif
- source=Venus Security Interest#page11.tif
- source=Venus Security Interest#page12.tif
- source=Venus Security Interest#page13.tif
- source=Venus Security Interest#page14.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("IP Security Agreement"), dated as of October 4, 2023, is made by VENUS CONCEPT USA INC., a Delaware corporation (the "Grantor") in favor of CITY NATIONAL BANK OF FLORIDA, for its own benefit and as agent for its affiliates (the "Secured Party").

WHEREAS, Grantor and the Secured Party, as lender, entered into that certain Loan and Security Agreement (Main Street Priority Loan Facility), dated as of December 8, 2020 (as amended, restated, amended and restated, supplemented and otherwise modified from time to time, including by the Modification (as defined below), the "Main Street Loan Agreement") pursuant to the terms of which, *inter alia*, the Secured Party made a loan to the Grantor under the Main Street Priority Loan Facility in the original principal amount of Fifty Million and 00/100 Dollars (\$50,000,000.00) (the "Main Street Loan"), as further evidenced by that certain Promissory Note (Main Street Priority Loan Facility), dated December 8, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time (including by the Modification (as defined below), the "Main Street Note"), executed and delivered by the Grantor to and in favor of the Secured Party in the original principal amount of \$50,000,000.00;

WHEREAS, the Grantor has requested that the Secured Party agree to amend certain terms of the Main Street Loan Agreement, the Main Street Note and other Main Street Loan Documents (as defined in the Modification), in each case, as set forth in that certain Loan Modification Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented and otherwise modified from time to time, the "Modification") among the Grantor, Venus Concept Inc., a Delaware corporation, Venus Concept Ltd., a company formed under the Companies Law of Israel, Venus Concept Canada Corp., a corporation incorporated under the laws of the Province of Ontario, the Secured Party, Madryn Health Partners, LP, a Delaware limited partnership, and Madryn Health Partners (Cayman Master), LP, a Cayman Islands limited partnership;

WHEREAS, under the terms of the Modification and the Main Street Loan Agreement, the Grantor has granted to the Secured Party, for its own benefit and as agent for its affiliates, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this IP Security Agreement for recording with governmental authorities, including, but not limited to, the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Defined Terms. Capitalized terms used in this IP Security Agreement and not otherwise defined herein shall have the meanings given to such terms in the Main Street Loan Agreement.

2. Grant of Security. The Grantor hereby pledges and grants to the Secured Party, for its own benefit and as agent for its affiliates, a security interest in and to all of the right, title, and interest of the Grantor in, to, and under the following (the "IP Collateral"):

(a) the trademark registrations and applications set forth in Schedule I hereto, together with the goodwill connected with the use thereof and symbolized thereby, and all extensions and renewals thereof (the "Trademarks");

(b) all rights of any kind whatsoever of the 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, dilution, 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.

3. Recordation. The Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this IP Security Agreement upon request by the Secured Party.

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

5. Execution in Counterparts. This IP 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 IP 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 IP Security Agreement.

6. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This IP 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 IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Florida, without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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

GRANTOR:

VENUS CONCEPT USA INC., a Delaware Corporation

By: _____



Name: Rajiv De Silva

Title: President and Assistant Secretary

Address for Notices:

4001 SW 47th Ave, Ste 206
Davie, Florida 333144030
United States of America

[Signature Page to Borrower IP Security Agreement]

TRADEMARK
REEL: 008222 FRAME: 0125

SECURED PARTY:

CITY NATIONAL BANK OF FLORIDA

By: _____

Name: Lyle F. Moran

Title: Senior Vice President

Address for Notices:

100 S.E. 2nd Street, 19th Floor

Miami, Florida 33131

United States of America

[Signature Page to Borrower IP Security Agreement]

TRADEMARK

REEL: 008222 FRAME: 0126

SCHEDULE 1

TRADEMARKS

TM Record	Mark/Name/AN/RN	Status/Key Dates	Full Goods/Services	Owner	Disclaimer
US Federal Q1 uf 1	<u>NANOFRACTIONAL RF</u> RN: 4904225 SN: 86632068	Registered, July 1, 2022 Office Status: Section 8 & 15-Accepted and Acknowledged Int'l Class: 10 First Use: January 15, 2014 Filed: May 16, 2015 Registered: February 23, 2016 Register Type: Principal Register	Int'l Class: 10 (Int'l Class: 10) Medical devices for nonsurgical cosmetic treatments	Venus Concept Usa Inc. (Delaware Corporation)	"RF"
US Federal Q1 uf 2	<u>DELIVERING THE PROMISE</u> RN: 4904235 SN: 86634019	Registered, December 28, 2022 Office Status: Section 8 & 15-Accepted and Acknowledged Int'l Class: 44 First Use: December 5, 2005 Filed: May 19, 2015 Registered: February 23, 2016 Register Type: Principal Register	Int'l Class: 44 (Int'l Class: 44) Medical services, namely, medical skin care services	Venus Concept Usa Inc. (Delaware Corporation)	


TM Record	Mark/Name/AN/RN	Status/Key Dates	Full Goods/Services	Owner	Disclaimer
US Federal Q1 uf 3	<u>VENUS CONCEPT</u> RN: 5098173 SN: 86536616	Registered, January 3, 2023 Office Status: Section 8 & 15-Accepted and Acknowledged Int'l Class: 10 First Use: December 15, 2005 Filed: February 17, 2015 Registered: December 13, 2016 Register Type: Principal Register	Int'l Class: 10 (Int'l Class: 10) Medical devices for nonsurgical cosmetic treatments	Venus Concept Usa Inc. (Delaware Corporation)	
US Federal Q1 uf 4	<u>VENUS FIORE</u> RN: 5590575 SN: 86542404	Registered, October 23, 2018 Int'l Class: 10 First Use: August 1, 2017 Filed: February 23, 2015 Registered: October 23, 2018 Register Type: Principal Register	Int'l Class: 10 (Int'l Class: 10) Medical devices for nonsurgical cosmetic treatments	Venus Concept Usa Inc. (Delaware Corporation)	
US Federal Q1 uf 5	<u>VENUS LEGACY</u> RN: 5020011 SN: 86200324	Registered, November 10, 2022 Office Status: Section 8 & 15-Accepted and Acknowledged	Int'l Class: 10 (Int'l Class: 10) Medical devices for nonsurgical cosmetic treatments	Venus Concept Usa Inc. (Delaware Corporation)	


TM Record	Mark/Name/AN/RN	Status/Key Dates	Full Goods/Services	Owner	Disclaimer
		Int'l Class: 10 First Use: October 1, 2013 Filed: February 21, 2014 Registered: August 16, 2016 Register Type: Principal Register			
US Federal Q1 uf 6	<u>VENUS SKIN</u> RN: 5324228 SN: 86573584	Registered, October 31, 2017 Office Status: Registered Int'l Class: 10 First Use: July, 2014 Filed: March 23, 2015 Registered: October 31, 2017 Register Type: Principal Register	Int'l Class: 10 (Int'l Class: 10) Medical devices for nonsurgical cosmetic treatments	Venus Concept Usa Inc. (Delaware Corporation)	"SKIN"
US Federal Q1 uf 7	<u>VENUS VERSA</u> RN: 5047723 SN: 86535351	Registered, December 6, 2022 Office Status: Section 8 & 15-Accepted and Acknowledged Int'l Class: 10 First Use: March 31, 2014 Filed: February 14, 2015 Registered: September 27, 2016 Register Type:	Int'l Class: 10 (Int'l Class: 10) Medical devices for nonsurgical cosmetic treatments	Venus Concept Usa Inc. (Delaware Corporation)	

TM Record	Mark/Name/AN/RN	Status/Key Dates	Full Goods/Services	Owner	Disclaimer
		Principal Register			
US Federal Q1 uf 8	<u>VENUS VIVA</u> RN: 5186807 SN: 86200269	Registered, August 7, 2023 Office Status: Section 8 & 15-Accepted and Acknowledged Int'l Class: 10 First Use: May 13, 2015 Filed: February 21, 2014 Registered: April 18, 2017 Register Type: Principal Register	Int'l Class: 10 (Int'l Class: 10) Medical devices for nonsurgical cosmetic treatments	Venus Concept Usa Inc. (Delaware Corporation)	
US Federal Q1 uf 9	<u>2TWO5</u> RN: 5843538 SN: 88284537	Registered, August 27, 2019 Int'l Class: 35 First Use: June 15, 2018 Filed: January 31, 2019 Registered: August 27, 2019 Register Type: Principal Register	Int'l Class: 35 (Int'l Class: 35) Advertising, marketing and promotion services; providing consulting services in the field of facilitating the planning, buying and selling of media; business development and management services; consumer research; planning, design, development, maintenance,	Venus Concept Usa Inc. (Delaware Corporation)	


TM Record	Mark/Name/AN/RN	Status/Key Dates	Full Goods/Services	Owner	Disclaimer
			tracking and reporting of online marketing activities for third parties; statistical analysis and reporting services for business purposes; search engine optimization for sales promotion and related consulting; provision of commercial and business contact information; business monitoring services, namely, tracking web sites of others to provide details about user click traffic and visits to web sites and reporting services related thereto		
US Federal Q1 of 10	<u>NEOGRAFT</u> RN: 3907549 SN: 85053486	Renewed, June 5, 2021 Office Status: Registered and Renewed Int'l Class: 10,41 First Use: October 1, 2008 Filed: June 3, 2010 Registered: January 18, 2011 Last Renewal: January 18, 2021	Int'l Class: 10, 41 (Int'l Class: 10) hair transplant machines (Int'l Class: 41) training services in the field of hair transplant machine operation	Venus Concept Usa Inc. (Delaware Corporation)	

TM Record	Mark/Name/AN/RN	Status/Key Dates	Full Goods/Services	Owner	Disclaimer
		Register Type: Principal Register			
US Federal Q1 of 11	<u>RP3</u> RN: 5968950 SN: 88275210	Registered, January 21, 2020 Int'l Class: 10 First Use: February 1, 2019 Filed: January 24, 2019 Registered: January 21, 2020 Register Type: Principal Register	Int'l Class: 10 (Int'l Class: 10) Electronic thermal and non-thermal components sold as part of body rehabilitation apparatus for medical purposes, and parts and fittings therefor; electronic thermal and non-thermal components sold as part of physical rehabilitation, physical therapy and sports medicine equipment for the treatment of soft tissue injuries, and parts and fittings therefor	Venus Concept Usa Inc. (Delaware Corporation)	
US Federal Q1 of 12	<u>TRIBELLA</u> RN: 5704845 SN: 87797077	Registered, March 19, 2019 Int'l Class: 44 First Use: January 1, 2018 Filed: February 14, 2018 Registered: March 19, 2019 Register Type: Principal Register	Int'l Class: 44 (Int'l Class: 44) Skin treatments, namely, medical aesthetic photorejuvenation treatments	Venus Concept Usa Inc. (Delaware Corporation)	

TM Record	Mark/Name/AN/RN	Status/Key Dates	Full Goods/Services	Owner	Disclaimer
US Federal Q1 uf 13	<u>TRIM & TITE</u> RN: 5946341 SN: 88412390	Registered, December 24, 2019 Int'l Class: 44 First Use: June 3, 2019 Filed: May 2, 2019 Registered: December 24, 2019 Register Type: Principal Register	Int'l Class: 44 (Int'l Class: 44) Medical aesthetic services in the nature of radiofrequency skin tightening, cellulite treatments, and body contouring treatments	Venus Concept Usa Inc. (Delaware Corporation)	
US Federal Q1 uf 14	<u>VENUS BLISS</u> RN: 6007652 SN: 88584360	Registered, March 10, 2020 Int'l Class: 10 First Use: June 25, 2019 Filed: August 19, 2019 Registered: March 10, 2020 Register Type: Principal Register	Int'l Class: 10 (Int'l Class: 10) Medical devices for nonsurgical cosmetic treatments	Venus Concept Usa Inc. (Delaware Corporation)	
US Federal Q1 uf 15	<u>VENUS BLISS and Design</u> 	Registered, March 10, 2020 Int'l Class: 10 First Use: June 25, 2019 Filed: August 19, 2019 Registered: March 10, 2020 Register Type:	Int'l Class: 10 (Int'l Class: 10) Medical devices for nonsurgical cosmetic treatments	Venus Concept Usa Inc. (Delaware Corporation)	

TM Record	Mark/Name/AN/RN	Status/Key Dates	Full Goods/Services	Owner	Disclaimer
	RN: 6007653 SN: 88584367	Principal Register			
US Federal Q1 of 16	<u>VENUS GLOW</u> RN: 5771562 SN: 88125799	Registered, June 4, 2019 Int'l Class: 10 First Use: October 15, 2018 Filed: September 20, 2018 Registered: June 4, 2019 Register Type: Principal Register	Int'l Class: 10 (Int'l Class: 10) Medical devices for nonsurgical cosmetic treatments; cosmetic apparatus, namely, transdermal delivery system for performing aesthetic skin treatment procedures; cosmetic apparatus for filling and cleansing of skin; medical and cosmetic apparatus for skin regeneration	Venus Concept Usa Inc. (Delaware Corporation)	
US Federal Q1 of 17	<u>VENUS GLOW and Design</u>  RN: 5771563 SN: 88125824	Registered, June 4, 2019 Int'l Class: 10 First Use: October 15, 2018 Filed: September 20, 2018 Registered: June 4, 2019 Register Type: Principal Register	Int'l Class: 10 (Int'l Class: 10) Medical devices for nonsurgical cosmetic treatments; cosmetic apparatus, namely, transdermal delivery system for performing aesthetic skin treatment procedures;	Venus Concept Usa Inc. (Delaware Corporation)	

TM Record	Mark/Name/AN/RN	Status/Key Dates	Full Goods/Services	Owner	Disclaimer
			cosmetic apparatus for filling and cleansing of skin; medical and cosmetic apparatus for skin regeneration		
US Federal Q1 of 18	<u>VENUS HEAL</u> RN: 5898636 SN: 88125775	Registered, October 29, 2019 Int'l Class: 10 First Use: February 1, 2019 Filed: September 20, 2018 Registered: October 29, 2019 Register Type: Principal Register	Int'l Class: 10 (Int'l Class: 10) Body rehabilitation apparatus for medical purposes, and parts and fittings therefor; physical rehabilitation, physical therapy and sports medicine equipment for the treatment of soft tissue injuries, and parts and fittings therefor; medical devices for nonsurgical skin and soft tissue treatments, and parts and fittings therefor; medical device for skin and soft tissue regeneration, and parts and fittings therefor; medical apparatus and instruments for treating soft tissue injuries	Venus Concept Usa Inc. (Delaware Corporation)	"HEAL"

TM Record	Mark/Name/AN/RN	Status/Key Dates	Full Goods/Services	Owner	Disclaimer
US Federal Q1 of 19	<u>VENUS HEAL and Design</u>  RN: 5898637 SN: 88125784	Registered, October 29, 2019 Int'l Class: 10 First Use: February 1, 2019 Filed: September 20, 2018 Registered: October 29, 2019 Register Type: Principal Register	Int'l Class: 10 (Int'l Class: 10) Body rehabilitation apparatus for medical purposes, and parts and fittings therefor; physical rehabilitation, physical therapy and sports medicine equipment for the treatment of soft tissue injuries, and parts and fittings therefor; medical devices for nonsurgical skin and soft tissue treatments, and parts and fittings therefor; medical device for skin and soft tissue regeneration, and parts and fittings therefor; medical apparatus and instruments for treating soft tissue injuries	Venus Concept Usa Inc. (Delaware Corporation)	"HEAL"