

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM846496

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PROFECTUS BEAUTY, LLC		06/29/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	INVESTORS BANK, a division of Citizens Bank, N.A		
Street Address:	99 Wood Avenue South, 8th Floor		
City:	Iselin		
State/Country:	NEW JERSEY		
Postal Code:	08830		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	5137816	CLEAR FUSION	
Registration Number:	3815545	DECLATONE	
Registration Number:	3312417	HYDROXATONE	
Registration Number:	4376764	INSTANT EFFECT	
Registration Number:	4383631	INSTANT FACE LIFT	
Registration Number:	5282417	KERA VIATIN	
Registration Number:	3862008	LASHATONE	
Registration Number:	3829055	LUMINIQUE	
Registration Number:	5028862	THE WOMEN'S HAIR GROWTH EXPERTS.	
Registration Number:	5717841	THICK HEAD	
Registration Number:	3888328	YOUR BEAUTY ADVISOR	
Serial Number:	97661904	KERANIQUE	
Serial Number:	97552984	REJUVENATE HEALTHY HAIR GROWTH	
Serial Number:	97811205	THE WOMEN'S HAIR GROWTH EXPERTS	
CORRESPONDENCE DATA			
Fax Number:			
<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>			

OP \$365.00 5137816

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: 2152015

NAME OF SUBMITTER: Janet S. Wamsley

SIGNATURE: /Janet S. Wamsley/

DATE SIGNED: 10/17/2023

Total Attachments: 14

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PATENTS, TRADEMARKS
AND COPYRIGHTS SECURITY AGREEMENT

THIS PATENTS, TRADEMARKS AND COPYRIGHTS SECURITY AGREEMENT is made on the 29th day of June, 2023 between PROPECTUS BEAUTY, LLC, a Delaware limited liability company (the "Assignor"), and INVESTORS BANK, a division of Citizens Bank, National Association (the "Agent"), as agent for certain lenders party to the Loan Agreement (as defined below). Capitalized terms not defined herein shall have the meanings ascribed to them in the Loan Agreement (as defined below).

WITNESSETH:

WHEREAS, the Assignor (also referred to herein as the "Borrower") has executed a certain Revolving Credit, Term Loan and Security Agreement dated June 14, 2021 (as same may be amended, restated, replaced, modified and/or supplemented from time to time, the "Loan Agreement") and other loan documents executed in connection therewith (all of which are collectively referred to as the "Other Documents") to the Agent and the Lender to secure loans by the Lender to the Borrower in the aggregate amount of up to \$15,000,000.00 (as such amount may be increased from time to time); and

WHEREAS, the Assignor owns the United States copyrights which have been registered with the United States Copyright Office and has made applications for a United States copyright registration with the United States Copyright office with respect to applications listed on Schedule A hereto ("Copyrights"), owns the United States patents and the applications for a United States patents listed on Schedule B ("Patents"), owns the United States trademark applications and trademarks listed in Schedule C hereto, along with the good-will of the Assignor to which such trademark applications and trademarks relate ("Trademarks") and owns the United States trademark applications filed in the United States Patent and Trademark Office based on its intent to use the corresponding mark and listed on Schedule D, along with any good-will of the Assignor relating to such trademarks ("ITU Marks"); and

WHEREAS, pursuant to the Loan Agreement, the Assignor is required to and has conveyed and granted to the Agent, for its benefit and the for ratable benefit of each Lender, a security interest in, among other things, all right, title and interest of the Assignor in, to and under all of the Assignor's Copyrights, Patents, Trademarks and ITU Marks, whether presently existing or hereafter arising or acquired, and all products, substitutions, replacements and proceeds thereof to secure all obligations of the Assignor to the Agent and the Lender, including contingent obligations; and

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Assignor does hereby absolutely grant and convey to the Agent for its benefit and for the ratable benefit of each Lender, a security interest in, all of the Assignor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

- (a) Each of the Copyrights which are presently, or in the future may be, owned by the Assignor, in whole or in part, as well as any application for a United States

copyright registration now or hereafter made with the United States Copyright Office by the Assignor, as the same may be updated hereafter from time to time;

(b) Each of the Patents, which are presently, or in the future may be owned by the Assignor, in whole or in part, as well as all applications for United States patents now or hereafter owned by the Assignor, as the same may be updated hereafter from time to time; and

(c) Each of the Trademarks, which are presently, or in the future may be owned by the Assignor, in whole or in part, together with the good-will associated with each Trademark, as well as all applications for Trademarks now or hereafter owned by the Assignor, as the same may be updated hereafter from time to time.

Said security interest includes, without limitation, all proceeds thereof, the right to sue for past, present, and future infringements thereof, all rights corresponding thereto throughout the world, and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

1. The Assignor covenants and warrants that, to the extent that any Patents, Trademarks and/or Copyrights exist:
 - a. it is, to the best of its knowledge, the true and lawful exclusive owner of all the Copyrights listed on Schedule A and that said Copyrights constitute all the United States Copyrights registered in the United States Copyright Office and applications for United States Copyrights that the Assignor now owns;
 - b. it is, to the best of its knowledge, the true and lawful exclusive owner and/or intended assignee of all the Patents listed on Schedule B and that said Patents constitute all the United States Patents registered in the United States Patent and Trademark Office and applications for United States Patents that the Assignor now owns;
 - c. it is, to the best of its knowledge, the true and lawful exclusive owner of all the Trademarks listed on Schedule C and that said Trademarks constitute all the United States Trademarks registered in the United States Patent and Trademark Office and applications for Trademarks that the Assignor now owns;
 - d. The Assignor agrees, at the Agent's request, on a semi-annual basis to execute such additional agreements with respect to any new Patent, Trademark and/or Copyright in which the Assignor hereinafter obtains rights or any ITU Mark which becomes registered with the United States Patent and Trademark Office. The Assignor further warrants that it is not aware of any third party claim that any of the aspects of the Assignor's present or contemplated business operations infringe or will infringe on any Patent, Trademark or Copyright. The Assignor grants to the Agent an absolute power of attorney to sign any document which will be required by the United States Copyright Office or the United States Patent and Trademark Office in order to record the security interest in the Patents, Trademarks and Copyrights;

- e. the Patents, Trademarks and Copyrights are subsisting and have not been adjudged invalid or unenforceable;
 - f. Each of the Patents, Trademarks and Copyrights is in use and, to the best of the Assignor's knowledge, does not infringe the rights of any other person or entity;
 - g. The Assignor is, to the best of its knowledge, the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Copyrights, free and clear of any liens other than Permitted Encumbrances, charges and encumbrances, including without limitation pledges, assignments, licenses, registered user agreements, and covenants by Assignor not to sue third persons, other than the assignment to Lenders pursuant to this Agreement;
 - h. The Assignor has the unqualified right to enter into this Agreement and perform its terms;
 - i. The Assignor believes it has used, and will use its good faith efforts to continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Patents, Trademarks and Copyrights;
 - j. The Assignor has used, and will use good faith effort to continue to use for the duration of this Agreement, consistent standards of quality in its manufacture or use of products sold under the Trademarks;
 - k. At its own expense, the Assignor shall make timely payment of all post-issuance fees required pursuant to 35 U.S.C. Sec. 41 to maintain in force rights under each Patent, to the extent that Assignor deems advisable;
 - l. Except in the ordinary course of business, the Assignor hereby agrees not to divest itself of any right under any Copyright, Trademark and/or Patent, which divestiture would have a material adverse effect on Assignor's business, its properties, or its ability to perform its obligations under the Loan Agreement; and
 - m. The Assignor agrees to promptly, upon learning thereof, furnish the Agent in writing all pertinent information available to the Assignor with respect to any infringement or other violation of the Assignor's rights in any Copyright, Trademark and/or Patent, which infringement or violation could have a material adverse effect on the Assignor, its properties or its ability to perform its obligations under the Loan Agreement and Other Documents (as defined in the Loan Agreement). To the extent that the Assignor deems advisable, the Assignor further agrees to prosecute any Persons infringing upon any Copyright, Trademark and/or Patent to the extent such infringement could have a material adverse effect on the Assignor, its properties or its ability to perform its obligations under the Loan Agreement or Other Documents.
2. Subject to the provisions of the Loan Agreement, the Assignor hereby grants to the Agent and its employees and agents the right to visit the Assignor's facilities (during normal

business hours and upon reasonable notice but not more than once per annum, so long as no Default or Event of Default has occurred and is continuing) which maintain or store products sold under any of the Patents, Trademarks, or Copyrights, and to inspect the products and quality control records relating thereto. The Assignor shall do any and all acts reasonably required by the Agent and/or the Lenders to ensure Assignor's compliance herewith.

3. The Assignor agrees that, until all of the Obligations shall have been Paid in Full, it will not enter into any agreement which is inconsistent with the Assignor's obligations under this Agreement, without the Agent's prior written consent.
4. If, before the Obligations have been Paid In Full:
 - a. The Assignor shall obtain rights to any new Trademark, any new Copyright, or any new patentable inventions, or become entitled to the benefit of any patent application or patent for reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions hereof shall automatically apply thereto and the Assignor shall give to the Agent notice thereof in writing promptly after the end of each fiscal quarter; and
 - b. any ITU Mark becomes registered with the United States Patent and Trademark Office, the terms of this Agreement shall automatically apply without any further action on the part of the Assignor, the Agent and/or the Lenders (including, without limitation, the grant of a security interest by the Assignor to the Agent in any such ITU Mark which becomes registered with the United States Patent and Trademark Office) and the Assignor shall after the end of each fiscal quarter give to the Agent prompt notice in writing of such ITU Mark becoming registered.
5. The Assignor authorizes the Agent to modify this Agreement by amending Schedules A, B, C and D to include any future Patents, Trademarks, Copyrights or ITU Marks covered hereby. Within a reasonable time of the making of such modification(s), the Agent shall provide the Assignor with a copy hereof, however, failure by the Agent to provide such copy shall not affect the enforceability of this Agreement.
6. Upon and during the occurrence of any Event of Default:
 - a. The Agent shall have, in addition to all other rights and remedies given to it by this Agreement, the Loan Agreement, and the Other Documents, those rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks, or Copyrights may be located; and
 - b. The Agent may, in addition to any other remedies which may be available to the Agent and the Lenders, without being deemed to have made an election of remedies, and without the assignment hereunder being deemed to be anything less than an absolute assignment, immediately, without demand of performance and without other notice (except as may be set forth below) or demand whatsoever to

the Assignor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale (or, to the extent required by law, otherwise realize upon in a commercially reasonable manner), all or from time to time, any of the Patents, Trademarks, or Copyrights, or any interest which the Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Patents, Trademarks, or Copyrights all reasonable expenses (including all reasonable expenses for broker's fees and legal services), may apply the residue of such proceeds to the payment of the Obligations. Any remainder of the proceeds after Payment in Full of the Obligations shall be paid over to the Assignor. Notice of any sale or other disposition of the Patents, Trademarks, or Copyrights shall be given to the Assignor at least ten (10) business days before the time of any intended public or private sale or other disposition of the Patents, Trademarks, or Copyrights is to be made, which notice the Assignor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Agent may, to the extent permissible under applicable law, purchase the whole or any part of the Patents, Trademarks, or Copyrights sold, free from any right or equity of redemption on the part of Assignor, which right and equity of redemption are hereby waived and released.

7. At such time as the Obligations shall have been Paid In Full, this Agreement shall terminate and the Agent shall execute and deliver to the Assignor at the Assignor's expense all releases and other instruments as may be necessary or proper to release the security interest in and to the Patents, Trademarks, or Copyrights, subject to any disposition thereof which may have been made by the Agent pursuant hereto and in accordance with the terms hereof.
8. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorney's fees and legal expenses incurred by the Agent and/or the Lenders in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Patents, Trademarks, or Copyrights, in defending or prosecuting any actions or proceedings arising out of or related to the Patents, Trademarks, or Copyrights, or in the enforcement by the Agent and/or the Lenders of any of its rights or remedies under this Agreement, the Loan Agreement or any Other Document shall be borne and paid by the Assignor on demand by Agent and the Lenders and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the rate of interest chargeable pursuant to the Loan Agreement upon an Event of Default. Unless an Event of Default has occurred and is continuing, the Agent agrees to cooperate with all reasonable requests of the Assignor in connection with the defense or prosecution of any action or proceedings arising out of or related to the Patents, Trademarks or Copyrights.
9. To the extent that the Assignor deems it to be advisable in its commercially reasonable judgment, the Assignor shall have the duty to prosecute diligently any actions for or of the Patents, Trademarks, or Copyrights pending as of the date of this Agreement or

thereafter until the Obligations shall have been Paid In Full, to make federal application on registrable but unregistered Trademarks, to file and prosecute opposition and cancellation proceedings and to do any and all acts which are reasonably necessary or desirable to preserve and maintain all rights in the Patents, Trademarks, or Copyrights. Any expenses incurred in connection with the Patents, Trademarks, and Copyrights shall be borne by the Assignor. The Assignor shall not abandon any Patents, Trademarks, or Copyrights other than in the ordinary course of business without the consent of the Agent, which consent shall not be unreasonably withheld.

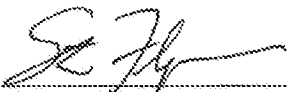
10. The Assignor shall have the right to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect the Patents, Trademarks, or Copyrights, in which event the Agent may, if necessary, be joined as a nominal party to such suit if the Agent shall have been satisfied that it is not incurring any risk of liability because of such joinder. The Assignor shall promptly, upon demand, reimburse and indemnify the Agent for all damages, costs and expenses, including attorney fees, incurred by the Agent in the fulfillment of the provisions of this paragraph. The obligations of the Assignor under this paragraph shall survive the termination of this Agreement.
11. In the event of the occurrence and continuance of a Default or an Event of Default, the Assignor hereby authorizes and empowers the Agent to make, constitute and appoint any officer or agent of the Agent as the Agent may select, in its sole discretion, as the Assignor's true and lawful attorney-in-fact, with the power to endorse the Assignor's name on all applications, documents, papers and instruments necessary for the Agent to use the Patents, Trademarks, or Copyrights, or to grant or issue any exclusive or nonexclusive license under the Patents, Trademarks, or Copyrights to anyone else, or necessary for the Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Trademarks, or Copyrights to anyone else. The Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.
12. If the Assignor fails to comply with any of its obligations hereunder, the Agent may do so in Assignor's name or in the Agent's name, but at the Assignor's expense, and the Assignor hereby agrees to reimburse the Agent in full for all reasonable expenses, including reasonable attorney's fees, incurred by the Agent in protecting, defending and maintaining the Patents, Trademarks, or Copyrights.
13. No course of dealing between the Assignor and the Agent, nor any failure to exercise, nor any delay in exercising, on the part of the Agent, any right, power or privilege hereunder or under the Loan Agreement, or under any Other Document 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.
14. All of the Agent's rights and remedies with respect to the Patents, Trademarks, or Copyrights, whether established hereby or by the Loan Agreement, or by any other agreement(s) or by law, shall be cumulative and may be exercised singly or concurrently.

15. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.
16. This Agreement is subject to modification only by a writing signed by the parties, except as provided elsewhere herein.
17. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.
18. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of New York.
19. THE PARTIES HERETO AGREE TO THE JURISDICTION OF THE FEDERAL AND STATE COURTS LOCATED IN NEW YORK IN CONNECTION WITH ANY MATTER ARISING HEREUNDER, INCLUDING THE COLLECTION AND ENFORCEMENT HEREOF. THE ASSIGNOR, THE AGENT AND THE LENDERS EACH HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER DOCUMENT OR THE ACTIONS OF THE AGENT AND/OR THE LENDERS. THIS WAIVER IS MADE KNOWINGLY AND IN CONSIDERATION OF THE ADVANCES MADE UNDER THE LOAN AGREEMENT.
20. This Agreement, the Loan Agreement and the Other Documents embody the entire agreement and understanding between the Assignor, the Agent and the the Agents and supersedes all prior agreements and understandings relating to the subject matter hereof and thereof.

[SIGNATURE PAGES TO FOLLOW]

WITNESS the execution hereof under seal as of the day and year first above written.

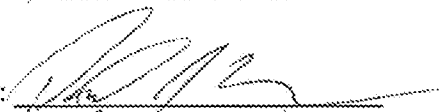
PROFECTUS BEAUTY, LLC

By 
Name: Steven Flyer
Title: President and Treasurer

Signature Page to Patents, Trademarks and Copyrights Security Agreement

TRADEMARK
REEL: 008229 FRAME: 0985

INVESTORS BANK a division of Citizens
Bank, National Association

By: 
Name: David L. Zolot
Title: Vice President

Signature Page to Patents, Trademarks and Copyrights Security Agreement

TRADEMARK
REEL: 008229 FRAME: 0986

**SCHEDULE A
(Copyrights)**

None

**SCHEDULE B
(Patents)**

None

**SCHEDULE C
(Trademarks)**

Trademark	Application No.	Filing Date	Registration No.	Registration Date	Owner
CLEAR FUSION	85960213	June 14, 2013	5137816	February 7, 2017	Profectus Beauty, LLC
DECLATONE	77730832	May 6, 2009	3815545	July 6, 2010	Profectus Beauty, LLC
HYDROXATONE	78923690	July 6, 2006	3312417	October 16, 2007	Profectus Beauty, LLC
INSTANT EFFECT	77966529	March 23, 2010	4376764	July 30, 2013	Profectus Beauty, LLC
INSTANT FACE LIFT	85805092	December 18, 2012	4383631	August 13, 2013	Profectus Beauty, LLC
KERANIQUE	97661904	November 3, 2022			Profectus Beauty, LLC
KERAVIATIN	87074421	June 16, 2016	5282417	September 5, 2017	Profectus Beauty, LLC
LASHATONE	77879021	November 23, 2009	3862008	October 12, 2010	Profectus Beauty, LLC
LUMINIQUE	77613532	November 13, 2008	3829055	August 3, 2010	Profectus Beauty, LLC
REJUVENATE HEALTHY HAIR GROWTH	97552984	August 17, 2022			Profectus Beauty, LLC
THE WOMEN'S HAIR GROWTH EXPERTS	97811205	February 24, 2023			Profectus Beauty, LLC
THE WOMEN'S HAIR GROWTH EXPERTS.	86804745	October 30, 2015	5028862	August 23, 2016	Profectus Beauty, LLC

Schedule C

Trademark	Application No.	Filing Date	Registration No.	Registration Date	Owner
THICK HEAD	87944784	June 1, 2018	5717841	April 2, 2019	Profectus Beauty, LLC
YOUR BEAUTY ADVISOR	85068875	June 22, 2010	3888328	December 7, 2010	Profectus Beauty, LLC

Schedule C

**SCHEDULE D
(ITU MARKS)**

Trademark	Application No.	Filing Date	Owner
REJUVENATE HEALTHY HAIR GROWTH	97552984	August 17, 2022	Profectus Beauty LLC

Schedule D

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