

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM852045

<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>
APYX MEDICAL CORPORATION		11/08/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Perceptive Credit Holdings IV, LP, as Administrative Agent		
<b>Street Address:</b>	51 Astor Place, 10th Floor		
<b>Internal Address:</b>	c/o Perceptive Advisors LLC		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10003		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6108676	APYX	
<b>Registration Number:</b>	5313118	COOL-COAG	
<b>Registration Number:</b>	6634212	ENERGY ELEVATING LIVES	
<b>Registration Number:</b>	6253132	ENERGY ELEVATING LIVES	
<b>Registration Number:</b>	4333822	J-PLASMA	
<b>Registration Number:</b>	4985273	J-PLASMA PRECISE	
<b>Registration Number:</b>	5596230	RENUVION	
<b>Registration Number:</b>	5704508	RESHAPING WHAT'S POSSIBLE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	2023704750		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	Joanna McCall		
<b>Address Line 1:</b>	1025 Connecticut Ave NW, Suite 712		
<b>Address Line 2:</b>	Cogency Global Inc.		
<b>Address Line 4:</b>	Washington, D.C. 20036		

OP \$215.00 6108676

<b>ATTORNEY DOCKET NUMBER:</b>	2175581 TM
<b>NAME OF SUBMITTER:</b>	Charmaine Perdon
<b>SIGNATURE:</b>	/Charmaine Perdon/
<b>DATE SIGNED:</b>	11/08/2023

**Total Attachments: 9**

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source=USPTO Trademark Cover Sheet Cogency Global Apyx Perceptive#page10.tif

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of November 8, 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 Perceptive Credit Holdings IV, LP, as administrative agent for the Secured Parties (in such capacity, together with its successors and assigns, the “*Administrative Agent*”).

### W I T N E S S E T H:

WHEREAS, the Trademark Grantors are party to a Security Agreement, dated as November 8, 2023 (as amended or otherwise modified from time to time, the “*Security Agreement*”) in favor of the Administrative 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 Administrative Agent a security interest in, and the Administrative 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 Administrative Agent and the Lender to enter into the Credit Agreement and to induce the Lender to make their respective extensions of credit to the Borrower thereunder, each Trademark Grantor hereby grants to the Administrative 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 Administrative Agent pursuant to the Security Agreement, and the Trademark Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative 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.**

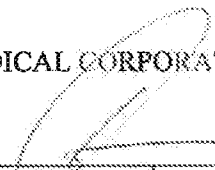
This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of 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.

ASSIGNOR

APYX MEDICAL CORPORATION

By:   
Name: Charles Gaslin  
Title: Chief Executive Officer

Address: 5115 W. Martin Rd.  
Chapman, Florida 33760  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Accepted and Agreed:

PERCEPTIVE CREDIT HOLDINGS IV, LP,  
as Administrative Agent

By: PERCEPTIVE CREDIT OPPORTUNITIES GP, LLC, its general partner

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

Name: Sandeep Dixit  
Title: Chief Credit Officer

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

Name: Sam Chawla  
Title: Portfolio Manager

Address for Notices:

Perceptive Credit Holdings IV, LP  
c/o Perceptive Advisors LLC  
51 Astor Place, 10th floor  
New York, NY 10003  
Attn: Sandeep Dixit  
Email: [Sandeep@perceptivelife.com](mailto:Sandeep@perceptivelife.com);  
[PFOCRreporting@perceptivelife.com](mailto:PFOCRreporting@perceptivelife.com)

[Signature Page to Trademark Security Agreement]

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.

ASSIGNOR

APYX MEDICAL CORPORATION

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

Name:

Title:

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Accepted and Agreed:

PERCEPTIVE CREDIT HOLDINGS IV, LP,  
as Administrative Agent

By: PERCEPTIVE CREDIT OPPORTUNITIES GP, LLC, its general partner

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

Name: Sandeep Dixit  
Title: Chief Credit Officer

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

Name: Sam Chawla  
Title: Portfolio Manager

Address for Notices:

Perceptive Credit Holdings IV, LP  
c/o Perceptive Advisors LLC  
51 Astor Place, 10th floor  
New York, NY 10003  
Attn: Sandeep Dixit  
Email: [Sandeep@perceptivelife.com](mailto:Sandeep@perceptivelife.com);  
[PFOCReporting@perceptivelife.com](mailto:PFOCReporting@perceptivelife.com)

With a copy (which shall not constitute notice) to:

Morrison & Foerster LLP  
250 West 55th Street  
New York, NY 10019  
Attn: Mark S. Wojciechowski  
Tel.: (212) 468 - 8079  
Email: MWojciechowski@mof.com

## TRADEMARKS

Trademark Registrations and Applications

Mark	Serial #	Registration Number	Status	Event	Event Date	Owner	Filing Location
APYX	88/225,303	6,108,676	Registered	Section 8 and 15 Declarations Begin Section 8 and 15 Declarations End Section 8 and 15 Declarations Grace Period Ends Section 8 Declaration and Section 9 Renewal Begins Section 8 Declaration and Section 9 Renewal Ends Section 8 and 9 Grace Period Ends Section 8 Declaration and Section 9 Renewal Begins Section 8 Declaration and Section 9 Renewal Ends	07/21/2025 07/21/2026 01/21/2027 07/21/2029 07/21/2030 01/21/2031 07/21/2039 07/21/2040	Apyx Medical Corporation	United States
APYX	018055068	018055068	Registered	Renewal	04/23/2029	Apyx Medical Corporation	European Union
APYX	38448646	38448646	Registered	Renewal	02/20/2030	Apyx Medical Corporation	China
APYX	00918055068	00918055068	Registered			Apyx Medical Corporation	United Kingdom
APYX	69339987		Pending			Apyx Medical Corporation	China
COOL-COAG	87/150,814	5,313,118	Registered	Section 8 and 15 Declarations End Section 8 and 15 Declarations Grace Period Ends Section 8 Declaration and Section 9 Renewal Begins Section 8 Declaration and Section 9 Renewal Ends Section 8 and 9 Grace Period Ends Section 8 Declaration and Section 9 Renewal Begins Section 8 Declaration and Section 9 Renewal	10/17/2023 04/17/2024 10/17/2026 10/17/2027 04/17/2028 10/17/2036 10/17/2037 04/17/2038	Apyx Medical Corporation	United States



				Ends Section 8 and 9 Grace Period Ends			
ENERGY ELEVATING LIVES	88/663,328	6,634,212	Registered	Section 8 and 15 Declarations Begin Section 8 and 15 Declarations End Section 8 and 15 Declarations Grace Period Ends Section 8 Declaration and Section 9 Renewal Begins Section 8 Declaration and Section 9 Renewal Ends Section 8 and 9 Grace Period Ends Section 8 Declaration and Section 9 Renewal Begins Section 8 Declaration and Section 9 Renewal Ends	02/01/2027 02/01/2028 08/01/2028 02/01/2031 02/01/2032 08/01/2032 02/01/2041 02/01/2042	Apyx Medical Corporation	United States
ENERGY ELEVATING LIVES	88/979,889	6,253,132	Registered	Section 8 and 15 Declarations Begin Section 8 and 15 Declarations End Section 8 and 15 Declarations Grace Period Ends Section 8 Declaration and Section 9 Renewal Begins Section 8 Declaration and Section 9 Renewal Ends Section 8 and 9 Grace Period Ends Section 8 Declaration and Section 9 Renewal Begins Section 8 Declaration and Section 9 Renewal Ends	01/19/2026 01/19/2027 07/19/2027 01/19/2030 01/19/2031 07/19/2031 01/19/2040 01/19/2041	Apyx Medical Corporation	United States
J-PLASMA	85/607,645	4,333,822	Registered	Section 8 Declaration and Section 9 Renewal Begins Section 8 Declaration and Section 9 Renewal Ends Section 8 and 9 Grace Period Ends Section 8 Declaration and Section 9 Renewal Begins	05/14/2032 05/14/2033 11/14/2033 05/14/2042	Apyx Medical Corporation	United States
J-PLASMA PRECISE	86/707,013	4,985,273	Registered	Section 8 Declaration and Section 9 Renewal Begins Section 8 Declaration and Section 9 Renewal Ends Section 8 and 9 Grace Period Ends	06/21/2025 06/21/2026 12/21/2026 06/21/2035 06/21/2036 12/21/2036	Apyx Medical Corporation	United States

				Section 8 Declaration and Section 9 Renewal Begins Section 8 Declaration and Section 9 Renewal Ends Section 8 and 9 Grace Period Ends			
RENUVION	87/139,796	5,596,230	Registered	Section 8 and 15 Declarations Begin Section 8 and 15 Declarations End Section 8 and 15 Declarations Grace Period Ends Section 8 Declaration and Section 9 Renewal Begins Section 8 Declaration and Section 9 Renewal Ends Section 8 and 9 Grace Period Ends Section 8 Declaration and Section 9 Renewal Begins Section 8 Declaration and Section 9 Renewal Ends Section 8 and 9 Grace Period Ends	10/30/2023 10/30/2024 04/30/2025 10/30/2027 10/30/2028 04/30/2029 10/30/2037 10/30/2038 04/30/2039	Apyx Medical Corporation	United States
Renuvion	2566066	2364938	Registered	Declaration of Use Begins Declaration of Use Term Ends Renewal Reminder Renewal	03/01/2025 06/01/2025 09/01/2031 03/01/2032	Apyx Medical Corporation	Mexico
Renuvion	57034922	57034922	Registered	Renewal	01/20/2032	Apyx Medical Corporation	China
Renuvion	40-2021-0128902	40-2020562	Registered	Renewal Period Begins Renewal Period Ends	05/11/2032 05/11/2033	Apyx Medical Corporation	Korea - South
Renuvion	110042826	02189025	Registered	Renewal Reminder Renewal	06/15/2031 12/15/2031	Apyx Medical Corporation	Taiwan
Renuvion	923351930					Apyx Medical Corporation	Brazil
Renuvion	SD2021/0060507					Apyx Medical Corporation	Colombia
RESHAPING WHAT'S POSSIBLE	87/722,815	5,704,508	Registered	Section 8 and 15 Declarations Begin Section 8 and 15 Declarations End Section 8 and 15 Declarations Grace Period Ends	03/19/2024 03/19/2025 09/19/2025 03/19/2028 03/19/2029 09/19/2029 03/19/2038	Apyx Medical Corporation	United States

				Section 8 Declaration and Section 9 Renewal Begins Section 8 Declaration and Section 9 Renewal Ends Section 8 and 9 Grace Period Ends Section 8 Declaration and Section 9 Renewal Begins Section 8 Declaration and Section 9 Renewal Ends Section 8 and 9 Grace Period Ends	03/19/2039 09/19/2039		
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