

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM858180

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>RESUBMIT DOCUMENT ID:</b>	900807526

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
IMMANENCE INTÉGRALE DERMO CORRECTION INC.		10/13/2023	Corporation:

**RECEIVING PARTY DATA**

<b>Name:</b>	NATIONAL BANK OF CANADA
<b>Street Address:</b>	600, rue de la Gauchetière Ouest
<b>City:</b>	Montréal
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	H3B 4L2
<b>Entity Type:</b>	Chartered Bank: CANADA

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
<b>Serial Number:</b>	88451206	IDC

**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:** 418-652-1700  
**Email:** avachon-couture@bernierbeaudry.com  
**Correspondent Name:** Alex Vachon-Couture  
**Address Line 1:** 33340, Rue de la Pérade  
**Address Line 2:** 300  
**Address Line 4:** Québec, CANADA G1X 2L7

<b>NAME OF SUBMITTER:</b>	Alex Vachon-Couture
<b>SIGNATURE:</b>	/Alex Vachon-Couture/
<b>DATE SIGNED:</b>	12/04/2023

**Total Attachments: 7**

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## CONFIRMATORY TRADEMARK AND PATENT SECURITY AGREEMENT

THIS CONFIRMATORY TRADEMARK AND PATENT SECURITY AGREEMENT, dated as of October 13, 2023, is made by Immanence Intégrale Dermo Correction Inc., a legal person incorporated under the laws of Québec (the “**Grantor**”), in favour of National Bank of Canada, as lender (together with its successors and permitted assigns, the “**Lender**”).

### WITNESSETH:

WHEREAS, pursuant to the offer letter dated October 13, 2023 addressed by the Lender to 9498-9688 Québec Inc., as borrower (the “**Borrower**”), and accepted by the Borrower and by the Grantor, as guarantor, on October 13, 2023 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”), the Lender has agreed to grant a term loan to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor is party to a movable hypothec dated October 13, 2023 in favour of the Lender (as such agreement may be restated, supplemented or replaced from time to time, the “**Security Document**”) charging all present and after-acquired personal property of the Grantor;

WHEREAS the Grantor and the Lender are desirous of recording the Security Document and the additional security created hereunder in both the Trademark Collateral (as hereinafter defined) and the Patent Collateral (as hereinafter defined) with the United States Patent and Trademark Office and the Canadian Intellectual Property Office;

NOW, THEREFORE, in consideration of the premises, the Grantor hereby agrees with the Lender as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Loan Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. To secure the payment and performance of all present and future indebtedness, liabilities and obligations of the Grantor under the guarantee in favour of the Lender signed on October 13, 2023 by the Grantor pursuant to the Loan Agreement, the Grantor hereby grants to the Lender a security interest in all of its right, title and interest in, to and under the following collateral of the Grantor, whether now owned or hereafter acquired:

2.1 all of its trademarks including, without limiting the generality of the foregoing (the “**Trademark Collateral**”):

2.1.1 all of its trademark registrations, applications for trademark registrations (excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment, or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications), and all intellectual property licenses providing for the grant by or to the Grantor of any right under any trademark (each a “**Trademark**”), including, without limitation, those referred to on Schedule I hereto;

- 2.1.2 all renewals and extensions of the foregoing;
  - 2.1.3 all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
  - 2.1.4 all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof;
- 2.2 all of its patents, utility models and statutory invention registrations issued or assigned to and all patent applications and registrations made by the Grantor (whether established or registered or recorded in the United States) together with any and all (i) rights and privileges arising with respect to the Grantor's use of any of the foregoing, (ii) inventions, discoveries, designs and improvements described and charged therein, (iii) reissues, reexaminations, divisions, renewals, extensions, continuations and continuations in part thereof and amendments thereto, (iv) income, fees, royalties, damages, claims and payments now or hereafter due and/or payable thereunder and with respect thereto including damages and payments for past, present or future infringements thereof, (v) rights to sue or otherwise recover for past, present or future infringements thereof and (vi) rights corresponding thereto throughout the world (each a "**Patent**"), including, without limiting the generality of the foregoing (the "**Patent Collateral**"):
- 2.2.1 all Patents of the Grantor, including, without limitation, those referred to on Schedule II hereto; and
  - 2.2.2 all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security Document. The security interest granted pursuant to this Confirmatory Trademark and Patent Security Agreement is granted in conjunction with the hypothec and security interest granted to the Lender pursuant to the Security Document and the Grantor hereby acknowledges and agrees that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral and the security Interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Document, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and its Patents subject to a security interest hereunder, provided that to the extent that the laws of any jurisdiction govern the validity and perfection of the security constituted hereunder, the domestic laws of such jurisdiction shall govern those issues.

Section 5. Counterparts. This Confirmatory Trademark and Patent Security Agreement may be executed in any number of counterparts and by different parties in separate

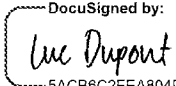
counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Confirmatory Trademark and Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York without giving effect to the conflict-of-laws principles thereof (other than Sections 5-1401 and 5-1402 of the General Obligations Law).

*[Signature Page Follows]*

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

**IMMANENCE INTÉGRALE DERMO  
CORRECTION INC.**

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Luc Dupont  
Title: President and Secretary

The Lender accepts and agrees to the above Confirmatory Trademark and Patent Security Agreement as of the date first written above.

**NATIONAL BANK OF CANADA**

By: DocuSigned by:  
*Joanne Saumur*  
\_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

**SCHEDULE I  
TO  
CONFIRMATORY TRADEMARK AND PATENT SECURITY AGREEMENT**

**Trademark Registrations and Applications**

<b>Trademarks in Canada</b>	<b>Application No.</b>	<b>Registration No.</b>
IDC+	1852183	TMA1052393
CELLélite	1644833	TMA964908
RegenExpress	1607435	TMA912377
IDC+	1374203	TMA735377
INTEGRAL DERMO-CORRECTION/DERMO-CORRECTION INTÉGRALE	1230026	TMA653972

<b>Trademarks in US</b>	<b>Application No.</b>	<b>Registration No.</b>
IDC+	88451206	5937081



**SCHEDULE II  
TO  
CONFIRMATORY TRADEMARK AND PATENT SECURITY AGREEMENT**

**Patent Registrations and Applications**

<b>Country</b>	<b>Title</b>	<b>Patent No. / Patent Application No.</b>
Canada	Skin Care Compositions and Methods of Use Thereof / Composition de soin de la peau et leurs procédés d'utilisation	2749750