

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM861873

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HYDROPEPTIDE, LLC		12/15/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	NORTHSTAR MEZZANINE PARTNERS VIII L.P., as Collateral Agent		
Street Address:	2310 PwC Plaza, 45 South 7th Street		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3430102	HYDROPEPTIDE	
Serial Number:	87192964	HYDROSTEM	
Serial Number:	87105422	HYDROPEPTIDE SOLAR DEFENSE	
Serial Number:	87352426	NIMNI	
Serial Number:	87527444	COLLAGEL	
Registration Number:	7050298	INNERDERM RX	
CORRESPONDENCE DATA			
Fax Number:	3177133699		
<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>			
Phone:	3177133412		
Email:	twagner@taftlaw.com		
Correspondent Name:	Tiffini Wagner		
Address Line 1:	One Indiana Square		
Address Line 2:	Suite 3500		
Address Line 4:	Indianapolis, INDIANA 46204		
ATTORNEY DOCKET NUMBER:	M33324-00195		
NAME OF SUBMITTER:	Tiffini Wagner		
SIGNATURE:	/ Tiffini Wagner /		

OP \$165.00 3430102

DATE SIGNED:	12/18/2023
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Total Attachments: 5

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THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AGREEMENT (NORTHSTAR SENIOR NOTE PURCHASE AGREEMENT) (AS THE SAME MAY BE AMENDED OR OTHERWISE MODIFIED FROM TIME TO TIME PURSUANT TO THE TERMS THEREOF, THE "SUBORDINATION AGREEMENT") DATED AS OF DECEMBER 15, 2023, AMONG NORTHSTAR MEZZANINE PARTNERS VIII L.P., AS COLLATERAL AGENT (IN SUCH CAPACITY, THE "SUBORDINATED AGENT") FOR THE PURCHASERS PARTY TO THAT CERTAIN NOTE PURCHASE AGREEMENT DATED AS OF DECEMBER 15, 2023 (COLLECTIVELY, THE "PURCHASERS", AND TOGETHER WITH THE SUBORDINATED AGENT, THE "SUBORDINATED CREDITORS"), AND EAST WEST BANK (THE "SENIOR LENDER"), AND ACKNOWLEDGED BY HYDROPEPTIDE, LLC, A DELAWARE LIMITED LIABILITY COMPANY (THE "BORROWER"), TO THE INDEBTEDNESS (INCLUDING INTEREST) OWED BY THE BORROWER PURSUANT TO THAT CERTAIN CREDIT AGREEMENT DATED AS OF OCTOBER 3, 2017, BETWEEN THE BORROWER AND THE SENIOR LENDER, AS SUCH CREDIT AGREEMENT MAY BE AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME AS PERMITTED UNDER THE SUBORDINATION AGREEMENT AND TO INDEBTEDNESS REFINANCING THE INDEBTEDNESS UNDER THE CREDIT AGREEMENT AS PERMITTED BY THE SUBORDINATION AGREEMENT; AND EACH PARTY TO THIS AGREEMENT, BY ITS ACCEPTANCE HEREOF, IRREVOCABLY AGREES TO BE BOUND BY THE PROVISIONS OF THE SUBORDINATION AGREEMENT.

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of December 15, 2023 (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), is made by HYDROPEPTIDE, LLC, a Delaware limited liability company (the "Grantor"), in favor of NORTHSTAR MEZZANINE PARTNERS VIII L.P., a Delaware limited partnership, as collateral agent (in such capacity, the "Collateral Agent") for the purchasers party to that certain Senior Note Purchase Agreement dated as of the date hereof among Grantor, the several entities and financial institutions from time to time party thereto as purchasers (the "Purchasers", and collectively with the Collateral Agent, the "Purchaser Parties"), and the Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Note Purchase Agreement").

Reference is also made to that certain Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by the Grantor and the other parties thereto in favor of the Collateral Agent for the benefit of the Purchaser Parties.

The Purchasers have purchased certain promissory notes from the Grantor subject to the terms and conditions set forth in the Note Purchase Agreement. The obligations of the Purchasers to purchase such promissory notes are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor will derive substantial benefit from the purchase of such promissory notes pursuant to the Note Purchase Agreement and is willing to execute and deliver this Agreement in order to induce the Purchasers to purchase such promissory notes.

Accordingly, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Note Purchase Agreement, as applicable. The rules of construction specified in Section 1.2 of the Note Purchase Agreement also apply to this Agreement.

SECTION 2. **Grant of Security Interest.** As security for the payment or performance, as the case may be, in full of the Obligations, Grantor, pursuant to the Security Agreement, did, and hereby does, grant to Collateral Agent, its successors and assigns, for the benefit of the Purchaser Parties, a security interest in, all of Grantor's right, title or interest in or to any and all of the following assets and properties (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, and other source or business identifiers, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I (the "Trademarks"); and

(b) all goodwill associated with or symbolized by the Trademarks.

Notwithstanding the foregoing, no security interest is granted in any Intent-to-Use Applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the registrability, validity or enforceability of such applications under applicable federal law; provided that, at such time any such Intent-to-Use Applications matures into an Actual Use Application by the Grantor's receipt of a written notification from the United States Patent and Trademark Office of its acceptance of either an "Amendment to Alleged Use" or "Statement of Use," such Intent-to-Use Application shall immediately be included in the Trademark Collateral, and any security interest that would otherwise be granted herein shall attach immediately to such Actual Use Application.

SECTION 3. **Security Agreement.** The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Purchaser Parties with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Minnesota.

SECTION 5. **Execution In Counterparts.** This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same

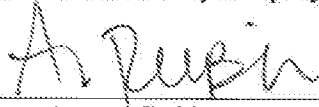
instrument. Any signature delivered by a party via facsimile or electronic transmission shall be deemed to be an original signature hereto.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement by its duly authorized representative as of the date first written above.

GRANTOR

HYDROPEPTIDE, LLC,
a Delaware limited liability company

By: 
Name: Annette Rubin
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

Schedule I

<u>Grantor</u>	<u>Trademarks</u>	<u>Filing Date</u>	<u>Status</u>	<u>Registration or Serial No.</u>	<u>Country</u>
HydroPeptide, LLC	HydroPeptide	8/22/2007	Registered and renewed	Reg. # 3430102	USA
HydroPeptide, LLC	Hydrostem	10/4/2016	Section 8 and 15 declarations received	SN: 87/192964	USA
HydroPeptide, LLC	Hydropeptide Solar Defense	7/15/2016	Section 8 and 15 declarations received	SN: 87/105422	USA
HydroPeptide, LLC	Nimni	2/28/2017	Section 8 and 15 declarations received	SN: 87/352426	USA
HydroPeptide, LLC	Collagel	7/13/2017	Registered - Principal Register	SN: 87/527444	USA
HydroPeptide, LLC	INNERDERM RX	10/4/2021	Registered - Principal Register	Reg. #7050298	USA