

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM869149

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Security Interest in Trademark Collateral		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wilmington Trust SAS, as First Lien Collateral Agent		01/15/2024	Bank: FRANCE
RECEIVING PARTY DATA			
Name:	Wilmington Trust (London) Limited, as First Lien Collateral Agent		
Street Address:	Third Floor, 1 King's Arms Yard		
City:	London		
State/Country:	GREAT BRITAIN		
Postal Code:	EC2R 7AF		
Entity Type:	Private Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 27			
Property Type	Number	Word Mark	
Registration Number:	4771037	MICROFILL	
Registration Number:	3987707	PHIDERMA COSMECEUTICALS	
Registration Number:	4079042	PR(O)LLENIUUM	
Registration Number:	3968216	PROLLENIUUM	
Registration Number:	5215916	PURAPLAS	
Registration Number:	4858340	REVANESSE	
Registration Number:	6066727	REVANESSE	
Registration Number:	5716314	REVANESSE	
Registration Number:	5912022	REVANESSE SKIN	
Registration Number:	5076190	REVANESSE ULTRA	
Registration Number:	5556594	REVANESSE VERSA	
Registration Number:	6274891	SILKLIFT	
Registration Number:	5646815	THIXOFIX TECHNOLOGY	
Registration Number:	6390502	REVANESSE SHAPE	
Serial Number:	88848837	OUTLINE	
Serial Number:	90169231	REVANESSE OUTLINE	
Serial Number:	88849240	CONTOUR	
Serial Number:	88849136	PURE	
Serial Number:	88849193	REJEUNESSE	

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Property Type	Number	Word Mark
Serial Number:	88849373	SILK
Serial Number:	88849478	VERSA
Serial Number:	88434008	HYDRAGOLD
Serial Number:	90211437	REVANESSE KISS
Serial Number:	88849307	REVISE
Serial Number:	88849332	SHAPE
Serial Number:	88849425	ULTRA
Serial Number:	90706139	RESHAPING THE AESTHETIC EXPERIENCE

CORRESPONDENCE DATA

Fax Number: 6179799301

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: 617 979-9376

Email: christine.slattery@whitecase.com

Correspondent Name: Christine Slattery, Sr. Legal Assistant

Address Line 1: White & Case LLP

Address Line 2: 75 State Street

Address Line 4: Boston, MASSACHUSETTS 02109

ATTORNEY DOCKET NUMBER:	4086878-0005
NAME OF SUBMITTER:	Christine Slattery
SIGNATURE:	/Christine Slattery/
DATE SIGNED:	01/18/2024

Total Attachments: 6

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ASSIGNMENT OF SECURITY INTEREST
IN TRADEMARK COLLATERAL

ASSIGNMENT dated as of 15 January 2024, from **Wilmington Trust SAS**, as First Lien Collateral Agent for the Secured Parties (in such capacity as First Lien Collateral Agent, the "Existing Collateral Agent"), to **Wilmington Trust (London) Limited**, as the successor First Lien Collateral Agent for the Secured Parties (together with its successors and assigns, the "Successor Collateral Agent"). All terms capitalized but not otherwise defined herein shall have the meanings as in the Trademark Security Agreement as defined below.

WITNESSETH:

WHEREAS, pursuant to that certain First Lien Trademark Security Agreement, dated as of September 24, 2021, by **Prolenium Medical Technologies Inc.**, a corporation formed under the federal laws of Canada (the "Grantor") in favor of the Existing Collateral Agent, recorded with the Trademark Assignment Division of the United States Patent and Trademark Office on September 24, 2021 at Reel 007431 Frame 0902 (the "Trademark Security Agreement"), the Grantor, granted a security interest to the Existing Collateral Agent for the benefit of the Secured Parties in certain Trademark Collateral including the Trademarks set forth on Schedule 1 hereto;

WHEREAS, the Existing Collateral Agent has assigned all of its rights, powers and privileges as Collateral Agent under the Trademark Security Agreement to the Successor Collateral Agent; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Assignment, the Existing Collateral Agent hereby acknowledges and agrees as follows:

1. Definitions. The term "Trademark Collateral" shall have the meaning ascribed to it in the Trademark Security Agreement, and includes, without limitation, those items listed on Schedule I.
2. Assignment of Security Interest. The Existing Collateral Agent hereby assigns all of its rights, powers and privileges under the Trademark Security Agreement, including those respecting the Trademark Collateral, to the Successor Collateral Agent.
3. Further Assurances. The Existing Collateral Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect this Assignment.
4. Recordation. The Existing Collateral Agent hereby requests and authorizes the Commissioner of Trademarks of the United States Patent and Trademark Office to record this Assignment against the Trademark Collateral.

5. Counterparts. This Assignment may be executed in counterparts (and by different parties hereto on 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 signature page to this Assignment by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Assignment.
6. Governing Law. This Assignment shall be construed in accordance with and governed by the laws of the State of New York

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Assignment of Security Interest in Intellectual Property Collateral by its duly authorized officer as of the date first written above.

EXISTING COLLATERAL AGENT:

WILMINGTON TRUST SA
as First Lien Collateral Agent

By: _____
Name: Marcus Herkle
Title: Président

[ASSIGNMENT OF SECURITY INTEREST IN TRADEMARK COLLATERAL]

Accepted and Agreed:

SUCCESSOR COLLATERAL AGENT:

**WILMINGTON TRUST (LONDON)
LIMITED**, as First Lien Collateral Agent

By: 
Name: Keith Reader
Title: Authorised Signatory

[ASSIGNMENT OF SECURITY INTEREST IN TRADEMARK COLLATERAL]

**TRADEMARK
REEL: 008320 FRAME: 0155**

SCHEDULE 1

TRADEMARK REGISTRATIONS AND APPLICATIONS:

Registrations:

Owner	Trademark	Registration Number	Registration Date	Jurisdiction
Prollenium Medical Technologies Inc.	MICROPILL	4771037	7/14/2015	U.S.
Prollenium Medical Technologies Inc.	PHIDERMA COSMECEUTICALS	3987707	7/5/2011	U.S.
Prollenium Medical Technologies Inc.	PR(O)LLENIUM & Design	4079042	1/3/2012	U.S.
Prollenium Medical Technologies Inc.	PROLLENIUM & Design	3968216	5/31/2011	U.S.
Prollenium Medical Technologies Inc.	PURAPLAS	5215916	6/6/2017	U.S.
Prollenium Medical Technologies Inc.	REVANESSE	4858340	11/24/2015	U.S.
Prollenium Medical Technologies Inc.	REVANESSE (Stylized)	6066727	6/2/2020	U.S.
Prollenium Medical Technologies Inc.	REVANESSE	5716314	4/2/2019	U.S.
Prollenium Medical Technologies Inc.	REVANESSE SKIN	5912022	11/19/2019	U.S.
Prollenium Medical Technologies Inc.	REVANESSE ULTRA	5076190	11/8/2016	U.S.
Prollenium Medical Technologies Inc.	REVANESSE VERSA	5556594	9/4/2018	U.S.
Prollenium Medical Technologies Inc.	SILKLIFT	6274891	2/23/2021	U.S.
Prollenium Medical Technologies Inc.	THIXOFIX TECHNOLOGY	5646815	1/8/2019	U.S.
Prollenium Medical Technologies Inc.	REVANESSE SHAPE	6390502	6/15/2021	U.S.

Applications:

Applicant	Trademark	Application Number	Filing Date	Jurisdiction
Prollenium Medical Technologies Inc.	OUTLINE	88848837	3/26/2020	U.S.
Prollenium Medical Technologies Inc.	REVANESSE OUTLINE	90169231	9/9/2020	U.S.
Prollenium Medical Technologies Inc.	CONTOUR	88849240	3/26/2020	U.S.
Prollenium Medical Technologies Inc.	PURE	88849136	3/26/2020	U.S.

Prollenium Medical Technologies Inc.	REJEUNES SE	88849193	3/26/2020	U.S.
Prollenium Medical Technologies Inc.	SILK	88849373	3/26/2020	U.S.
Prollenium Medical Technologies Inc.	VERSA	88849478	3/26/2020	U.S.
Prollenium Medical Technologies Inc.	HYDRAGOLD	88434068	5/16/2019	U.S.
Prollenium Medical Technologies Inc.	REVANESSE KISS	90211437	9/25/2020	U.S.
Prollenium Medical Technologies Inc.	REVISE	88849307	3/26/2020	U.S.
Prollenium Medical Technologies Inc.	SHAPE	88849332	3/26/2020	U.S.
Prollenium Medical Technologies Inc.	ULTRA	88849425	3/26/2020	U.S.
Prollenium Medical Technologies Inc.	RESHAPING THE	90706139	5/12/2021	U.S.