

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM402092

<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>
United Skin Specialists LLC		10/14/2016	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Freeport Financial Partners LLC, as Agent		
<b>Street Address:</b>	200 South Wacker Drive		
<b>Internal Address:</b>	Suite 750		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606-5801		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87038142	UNITED SKIN SPECIALISTS	
<b>Registration Number:</b>	3678924	ZEL SKIN & LASER SPECIALISTS	
<b>Registration Number:</b>	3682409	ZEL SKIN & LASER SPECIALISTS DERMATOLOGI	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129939767		
<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>	312-993-2622		
<b>Email:</b>	gayle.grocke@lw.com		
<b>Correspondent Name:</b>	Gayle D. Grocke c/o Latham & Watkins LLP		
<b>Address Line 1:</b>	330 N. Wabash Avenue		
<b>Address Line 2:</b>	Suite 2800		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60611		
<b>ATTORNEY DOCKET NUMBER:</b>	039250-0070		
<b>NAME OF SUBMITTER:</b>	Gayle D. Grocke		
<b>SIGNATURE:</b>	/gdg/		
<b>DATE SIGNED:</b>	10/14/2016		
<b>Total Attachments: 5</b>			

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 14, 2016, is made by United Skin Specialists LLC (“Grantor”), in favor of Freeport Financial Partners LLC (“Freeport”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Secured Parties and the other Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of October 14, 2016 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”), by and among the Borrower, Holdings, the other Obligor and the Lenders from time to time party thereto and Freeport, as Agent for the Secured Parties, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of October 14, 2016 in favor of Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations of the Borrower; and

WHEREAS, Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit Agreement or the Guaranty and Security Agreement, as applicable.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks and all intellectual property licenses providing for the grant by or to Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) 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. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein and which shall govern in the event of a conflict with the terms hereof.

Section 4. Liability. Neither Agent nor any Lender shall assume any responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and intellectual property licenses subject to a security interest hereunder.

Section 5. Counterparts; Effectiveness. This Trademark Security Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all of which counterparts together shall constitute but one and the same instrument. This Trademark Security Agreement shall become effective upon the execution of a counterpart hereof by each of the parties hereto.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by and shall be construed and enforced in accordance with the internal laws of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

UNITED SKIN SPECIALISTS I.L.C.  
as Grantor

By:   
Name: Brian A. Jackson, M.D.  
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

ACCEPTED AND AGREED  
as of the date first above written:

FREEPORT FINANCIAL PARTNERS LLC,  
as Agent

By:   
Name: Steve Papalas  
Title: Managing Director

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

<u>Grantor</u>	<u>Trademark</u>	<u>Serial Number</u>	<u>Registration Number</u>
United Skin Specialists LLC	Zel Skin & Laser Specialists word mark	77610857	3678924
United Skin Specialists LLC	Zel Skin & Laser Specialists Dermatologist Directed word mark	77610874	3682409

2. TRADEMARK APPLICATIONS

<u>Grantor</u>	<u>Trademark</u>	<u>Serial Number</u>	<u>Registration Number</u>
United Skin Specialists LLC	United Skin Specialists logo	87038142	Pending

3. INTELLECTUAL PROPERTY LICENSES

None.