

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM641729

<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>
Riverchase MSO, LLC		04/23/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	U.S. Bank National Association, as Administrative Agent		
<b>Street Address:</b>	214 N. Tyron Street		
<b>Internal Address:</b>	27th Floor		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28202		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4778943	DERMCONNECT	
<b>Registration Number:</b>	4331683	RIVERCHASE DERMATOLOGY AND COSMETIC SURG	
<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>	1 (202) 662 5299		
<b>Email:</b>	trademarks@cov.com		
<b>Correspondent Name:</b>	Kathleen Gallagher-Duff		
<b>Address Line 1:</b>	One CityCenter, 850 Tenth Street NW		
<b>Address Line 4:</b>	Washington, D.C. 20001		
<b>NAME OF SUBMITTER:</b>	Kathleen Gallagher-Duff		
<b>SIGNATURE:</b>	/Kathleen Gallagher-Duff/		
<b>DATE SIGNED:</b>	04/23/2021		
<b>Total Attachments: 5</b>			
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**TRADEMARK SECURITY AGREEMENT**

This **TRADEMARK SECURITY AGREEMENT** (including all annexes, exhibits and schedules hereto, as the same may be amended, restated, amended and restated, modified and/or supplemented from time to time, this “**Trademark Security Agreement**”) dated as of April 23, 2021, is made by Riverchase MSO, LLC (“**Grantor**”) in favor of U.S. Bank National Association (“**US Bank**”), as administrative agent (in such capacity, together with its successors and permitted assigns, “**Agent**”) for the Secured Parties (as defined in the Credit Agreement referred to below), and the other Secured Parties.

**WITNESSETH:**

**WHEREAS**, pursuant to that certain Amended and Restated Credit Agreement, dated as of April 23, 2021 (as the same may be amended, restated, amended and restated, modified, and/or supplemented from time to time, the “**Credit Agreement**”), by and among PBG Guarantor Inc., a Delaware corporation (“**Holdings**”), Water’s Edge Management Services, LLC, a Delaware limited liability company (“**WED Borrower**”), Riverchase MSO, LLC, a Delaware limited liability company (“**Riverchase Borrower**”), RCD Acquisition, LLC, a Delaware limited liability company (“**RCD Borrower**” and, collectively with WED Borrower and Riverchase Borrower, “**Borrowers**” and each, individually, a “**Borrower**”), the other Credit Parties from time to time party thereto, Agent and the Lenders, the Secured Parties have severally agreed to continue and/or make, as the case may be, extensions of credit to Borrowers upon the terms and subject to the conditions set forth therein;

**WHEREAS**, Grantor has agreed, pursuant to an Amended and Restated Guaranty and Security Agreement, dated as of April 23, 2021, in favor of Agent (as the same may be amended, restated, amended and restated, modified, and/or supplemented from time to time, the “**Guaranty and Security Agreement**”), to guarantee the Secured Obligations (as defined in the Credit Agreement) of Borrowers; and

**WHEREAS**, Grantor is a 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 continue and/or make, as the case may be, their respective extensions of credit to Borrowers thereunder, Grantor hereby agrees with Agent as follows:

1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

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 such 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 such Grantor (the “**Trademark Collateral**”):

- (a) all of its Trademarks providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- (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.

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 each 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guaranty and Security Agreement, the provisions of the Guaranty and Security Agreement shall control.

4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, 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 IP Agreement subject to a security interest hereunder.

5. Counterparts. This Trademark 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.

6. Governing Law. This Trademark 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.

7. Agent Entitled to Protections. Agent shall be afforded in this Trademark Security Agreement all of the same rights, powers, protections, immunities and indemnities of Agent set forth in the Credit Agreement and the Guaranty and Security Agreement, as if such rights, powers, protections, immunities and indemnities were specifically set forth in this Trademark Security Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned 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.

Very truly yours,

**RIVERCHASE MSO, LLC,**  
a Delaware limited liability company,  
as Grantor

By:   
Name: Kirk Sayler  
Title: Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 007269 FRAME: 0811**

ACCEPTED AND AGREED  
as of the date first above written:

U.S. Bank National Association,  
not in its individual capacity but solely in its capacity as Agent

By: *Crystal Crudup-Burt*  
Name: Crystal Crudup-Burt  
Title: Duly Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 007269 FRAME: 0812**

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

REGISTERED TRADEMARKS

<u>Owner/ Applicant</u>	<u>Title/ Trademark</u>	<u>Jurisdiction</u>	<u>Application / Registration No. and Filing Date</u>
Riverchase MSO, LLC	DERMCONNECT	US Federal	4,778,943 9/9/2014
Riverchase MSO, LLC	RIVERCHASE DERMATOLOGY AND COSMETIC SURGERY	US Federal	4,331,683 9/6/2012