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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM714451

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Regimen, Inc.		03/10/2022	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Liquidity Capital II, L.P.	
Street Address:	30 SHESHET HAYAMIN BLVD.	
City:	BENI-BRAK (TEL AVIV DISTRICT)	
State/Country:	ISRAEL	
Postal Code:	5120261	
Entity Type:	Limited Partnership: CAYMAN ISLANDS	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	6102663	GEOLOGIE

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: 212-660-3052

Email: trademark@sullivanlaw.com
Correspondent Name: Michael S. Palmisciano

Address Line 1: 1633 Broadway

Address Line 4: New York, NEW YORK 10019

NAME OF SUBMITTER: Michael S. Palmisciano	
SIGNATURE:	/Michael S. Palmisciano/
DATE SIGNED:	03/15/2022

Total Attachments: 29

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SECURITY AGREEMENT

This SECURITY AGREEMENT, as it may be amended, restated, supplemented or otherwise modified from time to time (this "<u>Agreement</u>"), is executed as of this <u>10</u> day of <u>March</u>, 2022, by Regimen, Inc., a Delaware corporation (together with its successors and permitted assigns, "<u>Grantor</u>"), to LIQUIDITY CAPITAL II, L.P. (together with its successors and assigns, "<u>Lender</u>").

RECITALS

In connection herewith, the Grantor, as borrower, is entering into that certain Master Agreement, dated on or about the date hereof, with Lender, pursuant to which Lender has agreed to make certain financial accommodations to Grantor on the terms and conditions set forth therein (as it may be amended, restated or otherwise modified from time to time, the "Credit Agreement"; terms defined in the Credit Agreement and not otherwise defined herein have the same respective meanings when used herein). It is a condition precedent to the effectiveness of the Credit Agreement that the Grantor shall have entered into this Agreement in favor of the Lender.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, in order to induce the Lender to enter into the Credit Agreement and for other good and valuable consideration, the receipt and adequacy of which hereby is acknowledged, the Grantor hereby represents, warrants, covenants, agrees, assigns and grants as follows:

1. <u>Definitions</u>. Unless the context otherwise requires, terms defined in the Uniform Commercial Code of the State of New York (the "Uniform Commercial Code") and not otherwise defined in this Agreement or in the Credit Agreement shall have the meanings defined for those terms in the Uniform Commercial Code. In addition, the following terms shall have the meanings respectively set forth after each:"<u>Certificates</u>" shall mean all certificates, instruments and other documents now or hereafter representing or evidencing any Pledged Equity.

"Collateral" shall mean all property and assets, tangible and intangible, now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest and whether now owned or existing or hereafter acquired or coming into existence, including any and all of the following property:

- (a) all Accounts, including all accounts receivable, agreements, guarantees, contracts, leases, licenses, contract rights, health-care-insurance receivables, letter-of-credit rights and other rights to payment (collectively, the "Accounts"), together with all instruments, documents, chattel paper, security agreements, guaranties, undertakings, surety bonds, insurance policies, notes and drafts, all other supporting obligations, and all forms of obligations owing to the Grantor or in which the Grantor may have any interest, however created or arising;
- (b) all Inventory, including all merchandise, all goods held for sale or lease or to be furnished under a contract of service, all raw materials, work in process and finished goods, all

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packing materials, supplies and containers relating to or used in connection with any of the foregoing, and all bills of lading, warehouse receipts and documents of title relating to any of the foregoing (collectively, the "Inventory");

- (c) all furniture, fixtures, furnishings, machinery, automobiles, trucks, other vehicles, spare parts, supplies, equipment and other tangible property, and all other goods used in connection with the Grantor's business or otherwise owned by the Grantor (including all fixtures, spare parts and other property), together with all additions, attachments, accessories and accessions thereto, and all substitutions and replacements therefor, all embedded and other software, software licenses, patent or copyright protections and other intellectual property, in each case relating to such goods and equipment, and all rights under or with respect to any indemnities, warranties, guaranties, service agreements, and other documentation, in each case relating to such goods and equipment (each of the foregoing, collectively, the "Equipment");
- (d) all demand, time, savings, passbook, deposit and like accounts (general or special) (collectively, the "<u>Deposit Accounts</u>") in which the Grantor has any interest which are maintained with any bank, savings and loan association, credit union or like organization, and all money, cash and cash equivalents, whether or not deposited in any Deposit Account;
- (e) all general intangibles, payment intangibles, agreements, guarantees, leases, licenses and rights to payment; and all other forms of obligations owing to the Grantor or in which the Grantor may have any interest, however created or arising; all tax refunds of every kind and nature, however arising, all other refunds, all commitments to extend financing to the Grantor, and all deposits, goodwill, choses in action, trade secrets, computer programs, software, customer lists, trademarks, trade names, patents, licenses, copyrights, technology, processes, proprietary information, insurance proceeds and warranties, including all Patents, Trademarks and Copyrights;
 - (f) all Equity Interests;
- (g) all books and records relating to the items referred to in this definition of "Collateral" (including all books, databases, customer lists and records), whether tangible or electronic, which contain any information relating to any of the items referred to in this definition of "Collateral"; and
- (h) all cash, money, cash equivalents, insurance proceeds, Instruments, Securities and Financial Assets received as proceeds of any of the foregoing referred to in this definition of "Collateral"; and all Proceeds of any of the items referred to in this definition of "Collateral."

Notwithstanding anything herein to the contrary, in no event shall the security interest granted herein attach to, and the Collateral shall not include, any governmental permit or any license, contract or agreement to which the Grantor is a party to the extent that the collateral assignment thereof or the creation of a security interest therein would constitute a breach of the terms of such permit, license, contract or agreement, or would permit the relevant governmental authority or any party to such agreement to terminate such permit, license, contract or agreement, except the Collateral expressly shall include any Proceeds of any of the foregoing assets; <u>provided</u> that, any permit, license, contract or agreement excluded in accordance with the foregoing shall not be so excluded (x) to the extent such term is, or would be (in the case of after-acquired property or

changes to applicable law), rendered ineffective under Sections 9-406, 9-407, 9-408 or 9-409 of the Uniform Commercial Code of any relevant jurisdiction (or any successor provision) or any other applicable law or principles of equity (as determined by an applicable court); or (y) if the Grantor has obtained all of the consents of such governmental authority or the other parties to such license, contract or agreement necessary for the collateral assignment of, or creation of a security interest in, such permit, license, contract or agreement; provided further that, immediately upon the ineffectiveness, lapse or termination of any such term in any such permit, license, contract or agreement, the Collateral shall include, and the Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect.

Additionally, notwithstanding anything to the contrary herein, the Collateral shall not include any United States intent-to-use trademark or service mark applications filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, at all times prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto with the United States Patent and Trademark Office or otherwise.

"Control Agreement" shall mean an agreement among the Grantor, a depository institution or securities intermediary and the Lender, which agreement is in form and substance acceptable to the Lender and which provides the Lender with "control" (as such term is used in Article 9 of the Uniform Commercial Code) over the deposit account(s) or securities account(s) described therein.

"Copyright Office" shall mean the United States Copyright Office.

"Copyrights" shall mean all United States registered copyrights, copyright applications and copyright registrations, including but not limited to Grantor's United States registered copyrights and copyright registrations and United States applications for copyright registrations listed in Schedule A attached hereto and all of Grantor's copyrights that are not registered in the United States Copyright Office, including derivative works, all license agreements with respect to the Copyrights and any and all royalties, payments and other amounts payable to Grantor in connection with the Copyrights, together with all renewals and extensions of the Copyrights, all rights to sue for past, present or future infringement of the Copyrights, and all manuscripts, documents, writings, tapes, disks, storage media, computer programs, computer databases, computer flow diagrams, source codes, object codes and all tangible property embodying or incorporating the Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto.

"<u>Debt</u>" or "<u>Obligations</u>" shall mean all loans, debts, advances, withdrawals, liabilities obligations and other amounts owing from time to time by Grantor to Lender under or in connection with the Credit Agreement, this Agreement and that certain Intellectual Property Security Agreement made by Grantor in favor of the Lender.

"Event of Default" shall mean the term "Breach" as defined in the Credit Agreement.

"Intellectual Property" shall mean all Patents, Trademarks and Copyrights owned by the Grantor or in which the Grantor has an interest.

"<u>Licenses</u>" shall mean any license agreement with any other party pertaining to intellectual property, whether Grantor is a licensor or licensee thereunder, if any, including, without limitation, the licenses listed on Schedule A attached hereto.

"Patents" shall mean any patent and patent application, including, without limitation, the inventions and improvements described and claimed therein, if any, and those patents listed on Schedule A attached hereto, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof; (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof; (c) the right to sue for past, present and future infringements thereof; and (d) all rights corresponding thereto throughout the world.

"<u>Person</u>" shall mean any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership or other entity.

"Pledged Equity" shall mean all shares of capital stock, limited liability company interests, partnership interests (or other ownership or profit interests in) in any Person (collectively, "Equity Interests") in which the Grantor has an interest, including all warrants, options or other rights for the purchase or acquisition of any Equity Interests in any Person, all of the securities convertible into or exchangeable for Equity Interests in any Person, all Certificates evidencing the same, and all voting rights, rights to receive distributions and dividends of any type, and all contractual and other rights relating thereto.

"PTO" shall mean the United States Patent and Trademark Office.

"Trademarks" shall mean any registered trademark, trademark registration, trade name and trademark application (other than any "intent to use" trademark applications for which a statement of use has not been filed (but only until such statement is filed)), registered service mark, service mark registration, service name and service mark application, if any, including, without limitation, the trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications listed on Schedule A attached hereto, and (a) renewals thereof; (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payment for past or future infringements thereof; (c) the right to sue for past, present and future infringements thereof; and (d) all rights corresponding thereto throughout the world.

2. <u>Creation of Security Interest.</u> In consideration of and as security for the full and complete payment of all of the Debt, until the Obligations (other than inchoate indemnity obligations) have been repaid in full, Grantor hereby agrees that Lender shall at all times have, and hereby grants to Lender, a first priority security interest in and lien on all of the Collateral, whether now or hereafter existing or arising or in which Grantor now has or hereafter owns, acquires, develops or obtains any interest in, and wherever located. Notwithstanding the foregoing, the security interest and lien of the Lender shall be subject to any Permitted Charges granted to third parties as permitted by the Credit Agreement, subject to the limitations on the Debt related to such Permitted Charges as required by the Credit Agreement. <u>Further Assurances.</u> At any time and from time to time, at the reasonable written request of the Lender, the Grantor shall execute and deliver to the Lender, at the Grantor's expense, all instruments, certificates and documents in form and

substance satisfactory to the Lender, authorize the filing of such financing statements, and perform all such other acts as shall be necessary or desirable to fully perfect or protect or maintain, when filed, recorded, delivered or performed, the Lender's security interests granted pursuant to this Agreement or to enable the Lender to exercise and enforce its rights and remedies hereunder with respect to any Collateral. Without limiting the generality of the foregoing, the Grantor shall: (i) at the reasonable request of the Lender, mark conspicuously each document included in the Inventory and each other contract relating to the Accounts, and all chattel paper, instruments and other documents and each of their records pertaining to the Collateral with a legend, in form and substance satisfactory to the Lender, indicating that such document, contract, chattel paper, instrument or Collateral is subject to the security interests granted hereby; (ii) at the reasonable request of the Lender, if any Account or contract or other writing relating thereto shall be evidenced by a promissory note or other instrument, deliver and pledge to the Lender, such note(s) and/or other instrument(s) duly endorsed and accompanied by duly executed undated instruments of transfer or assignment, all in form and substance satisfactory to the Lender; (iii) authorize the filing of such financing or continuation statements, or amendments thereto, and such other instruments or notices, as may be necessary or desirable, or as the Lender may request, in order to perfect and preserve, with the required priority, the security interests granted, or purported to be granted hereby; and (iv) at the reasonable request of the Lender, cause Control Agreements to be executed by all parties necessary to establish "control" under the Uniform Commercial Code with respect to all deposit accounts of the Grantor.

- (b) At any time and from time to time, the Lender shall be entitled to file and/or record any or all such financing statements, instruments and documents held by it, and any or all such further financing statements, documents and instruments, relative to the Collateral or any part thereof in each instance, and to take all such other actions as the Lender may deem appropriate to perfect and to maintain perfected the security interests granted herein.
- (c) The Grantor hereby authorizes the Lender to file one or more financing or continuation statements, and amendments thereto, relative to all or any part of the Collateral without the signature of the Grantor where permitted by law. A carbon, photographic or other reproduction of this Agreement or any financing statement covering the Collateral or any part thereof shall be sufficient as a financing statement where permitted by law.
- 4. <u>Grantor's Representations and Warranties</u>. The Grantor represents and warrants to the Lender as follows: Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Collateral, free and clear of any liens, charges and encumbrances other than those in favor of Lender and subject to the Permitted Charges;
- (b) Grantor has full power, authority and legal right to pledge the Collateral and enter into this Agreement and perform its terms;
- (c) With respect to the Intellectual Property, (i) to the Grantor's knowledge, no such Intellectual Property has been adjudged invalid or unenforceable; (ii) Grantor has no knowledge of any claim that the use of any of the Intellectual Property does or may infringe on, or violate the rights of any Person; (iii) Grantor has used, and shall continue to use, for the duration of this Agreement, proper statutory notice in connection with its use of the Intellectual Property; (iv) the Copyrights listed on Schedule A constitute all the copyrights registered in the Copyright Office in

which Grantor has an interest, (v) the Patents and Trademarks listed on <u>Schedule A</u> constitute all the Patents and Trademarks registered in the PTO in which Grantor has an interest, (vi) the Intellectual Property licenses listed on <u>Schedule A</u> constitute all licenses (whether owed by Grantor and licensed to others, or owned by others and licensed to Grantor), (vii) Grantor owns or is licensed to use all Copyrights, Patents and Trademarks that it uses and (viii) to the Grantor's knowledge, there is no third party claim that any aspect of Grantor's business operations infringes or will infringe on any Intellectual Property interest of another Person;

- 5. <u>Grantor's Covenants</u>. In addition to the other covenants and agreements set forth herein and in the other Loan Documents, the Grantor covenants and agrees as follows: The Grantor will pay, discharge or otherwise satisfy at or before maturity or before they become delinquent, as the case may be, all taxes, charges, liens and assessments against the Collateral, except for contested taxes, charges, liens and assessments as allowed by applicable laws.
- (b) The Grantor shall keep all Collateral in good working order and condition (ordinary wear and tear excepted) and from time to time make all necessary and proper repairs, renewals, replacements, additions and improvements thereto.
- (c) The Grantor will not change its legal name, its legal form or its place of incorporation from those specified in the preamble to this Agreement, except, upon not less than ten (10) days' prior written notice to the Lender and the Grantor's prior compliance with all applicable requirements of Section 3 hereof necessary to maintain perfection of the Lender's security interests hereunder.
- (d) Other than Goods or Inventory in transit, out for repair or immaterial Collateral in the temporary possession of directors, officers and employees of the Grantor in the ordinary course of business, the Grantor shall not permit any Equipment or Inventory to be in the possession of a third party at any time unless written notice of the Lender's security interest therein has been given to such third party, and Grantor has used commercially reasonable efforts to cause such third party to acknowledge in writing that it is holding such Collateral for the benefit of the Lender (except with respect to Permitted Charges permitted by the Credit Agreement to be senior to the security interest of the Lender), such notice and acknowledgement to be in form acceptable to the Lender.
- 6. Lender's Rights Regarding Collateral. At any time and from time to time after an Event of Default has occurred and while such Event of Default is continuing, at the expense of the Grantor, the Lender may, to the extent necessary or desirable to protect the security hereunder, but the Lender shall not be obligated to: (i) notify obligors on the Collateral that the Collateral has been assigned as security to the Lender; (ii) at any time and from time to time request from obligors on the Collateral, in the name of the Grantor or in the name of the Lender, information concerning the Collateral and the amounts owing thereon; and (iii) direct obligors under the contracts included in the Collateral to direct their performance to the Lender. The Lender shall not be under any duty or obligation whatsoever to take any action to preserve any rights of or against any prior or other parties in connection with the Collateral. The Lender shall not be under any duty or obligation whatsoever to take any action to protect or preserve the Collateral or any rights of the Grantor therein, or to make collections or enforce payment thereon, or to participate in any foreclosure or other proceeding in connection therewith. Nothing contained herein shall constitute an assumption

by the Lender of any obligations of the Grantor under any contracts assigned hereunder unless the Lender shall have given written notice to the counterparty to such assigned contract of the Lender's intention to assume such contract. The Grantor shall continue to be liable for performance of its obligations under such contracts. Collections on the Collateral. Upon the occurrence and during the continuance of an Event of Default, at the option of the Lender, the Grantor's right to make collections on and receive proceeds of the Collateral and to use or dispose of such collections and proceeds shall terminate, and any and all proceeds and collections, including all partial or total prepayments, then held or thereafter received on or on account of the Collateral will be held or received by the Grantor in trust for the Lender and immediately delivered in kind to the Lender (duly endorsed to the Lender, if required), to be applied to the Obligations or held as Collateral, as the Lender shall elect. Upon the occurrence and during the continuance of an Event of Default, the Lender shall have the right at all times to receive, receipt for, endorse, assign, deposit and deliver, in the name of the Lender or in the name of the Grantor, any and all checks, notes, drafts and other instruments for the payment of money constituting proceeds of or otherwise relating to the Collateral, and the Grantor hereby authorizes the Lender to affix, by facsimile signature or otherwise, the general or special endorsement of the Grantor, in such manner as the Lender shall deem advisable, to any such instrument in the event the same has been delivered to or obtained by the Lender without appropriate endorsement, and the Lender and any collecting bank are hereby authorized to consider such endorsement to be a sufficient, valid and effective endorsement by the Grantor, to the same extent as though it were manually executed by the duly authorized representatives of the Grantor, regardless of by whom or under what circumstances or by what authority such endorsement actually is affixed, without duty of inquiry or responsibility as to such matters, and the Grantor hereby expressly waives demand, presentment, protest and notice of protest or dishonor and all other notices of every kind and nature with respect to any such instrument. Possession of Collateral by the Lender. Upon the occurrence and during the continuance of an Event of Default, whenever any of the Collateral is in the Lender's possession, custody or control, the Lender may use, operate and consume the Collateral, whether for the purpose of preserving and/or protecting the Collateral, or for the purpose of performing any of the Grantor's obligations with respect thereto, or otherwise. The Lender may at any time deliver or redeliver the Collateral or any part thereof to the Grantor, and the receipt of any of the same by the Grantor shall be complete and full acquittance for the Collateral so delivered, and the Lender thereafter shall be discharged from any liability or responsibility arising after such delivery to the Grantor. So long as the Lender exercises reasonable care with respect to any Collateral in its possession, custody or control, the Lender shall have no liability for any loss of or damage to any Collateral, and in no event shall the Lender have liability for any diminution in value of the Collateral occasioned by economic or market conditions or events. The Lender shall be deemed to have exercised reasonable care within the meaning of the preceding sentence if the Collateral in the possession, custody or control of the Lender is accorded treatment substantially equal to that which the Lender accords similar property for its own account, it being understood that the Lender shall not have any responsibility for taking any necessary steps to preserve rights against any Person with respect to any Collateral. Remedies. Rights Upon Event of Default. occurrence and during the continuance of an Event of Default, the Grantor shall be in default hereunder and the Lender shall have, in any jurisdiction where enforcement is sought, in addition to all other rights and remedies that the Lender may have under this Agreement and under applicable laws or in equity, all rights and remedies of a secured party under the Uniform Commercial Code as enacted in any such jurisdiction in effect at that time, in addition to the

following rights and remedies, all of which may be exercised with or without notice to the Grantor except such notice as may be specifically required by applicable law: (i) to foreclose the Liens created hereunder or under any other Loan Document by any available judicial procedure or without judicial process; (ii) to enter any premises where any Collateral may be located for the purpose of securing, protecting, inventorying, appraising, inspecting, repairing, preserving, storing, preparing, processing, taking possession of or removing the same; (iii) to sell, assign, lease or otherwise dispose of any Collateral or any part thereof, either at public or private sale or at any broker's board, in lot or in bulk, for cash, on credit or otherwise, with or without representations or warranties and upon such terms as shall be commercially reasonable; (iv) to notify obligors on the Collateral that the Collateral has been assigned to the Lender and that all payments thereon, or performance with respect thereto, are to be made directly and exclusively to the Lender; (v) to collect by legal proceedings or otherwise all dividends, distributions, interest, principal or other sums now or hereafter payable upon or on account of the Collateral; (vi) to enter into any extension, reorganization, disposition, merger or consolidation agreement, or any other agreement relating to or affecting the Collateral, and in connection therewith the Lender may deposit or surrender control of the Collateral and/or accept other property in exchange for the Collateral as the Lender deems appropriate; (vii) to settle, compromise or release, on terms acceptable to the Lender, in whole or in part, any amounts owing on the Collateral and/or any disputes with respect thereto; (viii) to extend the time of payment, make allowances and adjustments and issue credits in connection with the Collateral in the name of the Lender or in the name of the Grantor; (ix) to enforce payment and prosecute any action or proceeding with respect to any or all of the Collateral and take or bring, in the name of the Lender or in the name of the Grantor, any and all steps, actions, suits or proceedings deemed necessary or desirable by the Lender to effect collection of or to realize upon the Collateral, including any judicial or nonjudicial foreclosure thereof or thereon, and the Grantor specifically consents to any nonjudicial foreclosure of any or all of the Collateral or any other action taken by the Lender which may release any obligor from personal liability on any of the Collateral, and any money or other property received by the Lender in exchange for or on account of the Collateral, whether representing collections or proceeds of Collateral, and whether resulting from voluntary payments or foreclosure proceedings or other legal action taken by the Lender or the Grantor may be applied by the Lender, without notice to the Grantor, to the Obligations in such order and manner as the Lender in its sole discretion shall determine; (x) to insure, protect and preserve the Collateral; (xi) to exercise all rights, remedies, powers or privileges provided under any of the other Loan Documents; and (xii) to remove, from any premises where the same may be located, the Collateral and any and all documents, instruments, files and records, and any receptacles and cabinets containing the same, relating to the Collateral, and the Lender may, at the cost and expense of the Grantor, use such of its supplies, equipment, facilities and space at its places of business as may be necessary or appropriate to properly administer, process, store, control, prepare for sale or disposition and/or sell or dispose of the Collateral or to properly administer and control the handling of collections and realizations thereon, and the Lender shall be deemed to have a rent-free tenancy of any premises of the Grantor for such purposes and for such periods of time as required by the Lender. The Grantor will, at the Lender's request, assemble the Collateral and make it available to the Lender at places which the Lender may designate, whether at the premises of the Grantor or elsewhere, and will make available to the Lender, free of cost, all premises, equipment and facilities of the Grantor for the purpose of the Lender's taking possession of the Collateral or storing the same or removing or

putting the Collateral in salable form or selling or disposing of the same. The Lender has no obligation to clean-up or otherwise prepare the Collateral for sale.

- (b) Possession by the Lender. Upon the occurrence and during the continuance of an Event of Default, the Lender also shall have the right, without notice or demand, either in person, by agent or by a receiver to be appointed by a court in accordance with the provisions of applicable law (and the Grantor hereby expressly consents, to the fullest extent permitted by applicable law, upon the occurrence and during the continuance of an Event of Default to the appointment of such a receiver), and, to the extent permitted by applicable law, without regard to the adequacy of any security for the Obligations, to operate the business of the Grantor, by, interalia, taking possession of the Collateral or any part thereof and to collect and receive the rents, issues, profits, income and proceeds thereof, pending the exercise of any and all other rights and remedies available to the Lender under this Agreement and/or at law or in equity. The operation of the Grantor's business and the taking possession of the Collateral by the Lender shall not cure or waive any Event of Default or notice thereof or invalidate any act done pursuant to such notice. The rights, remedies and powers of any receiver appointed by a court shall be as ordered by said court.
- (c) <u>Sale of Collateral</u>. Any public or private sale or other disposition of the Collateral may be held at any office of the Lender, or at the Grantor's place of business, or at any other place permitted by applicable law, and without the necessity of the Collateral being within the view of prospective purchasers. The Lender may direct the order and manner of sale of the Collateral, or portions thereof, as it in its sole and absolute discretion may determine provided such sale is commercially reasonable, and the Grantor expressly waives, to the extent permitted by applicable law, any right to direct the order and manner of sale of any Collateral. The Lender or any Person acting on the Lender's behalf may bid and purchase at any such sale or other disposition. In addition to the other rights of the Lender hereunder, the Grantor hereby grants to the Lender a license or other right to use, without charge, but only after the occurrence and during the continuance of an Event of Default, the Grantor's labels, copyrights, patents, rights of use of any name, trade names, trademarks and advertising matter, or any property of a similar nature in advertising for sale and selling any Collateral.
- Notice of Sale. Unless the Collateral is perishable or threatens to decline (d) speedily in value or is of a type customarily sold on a recognized market, the Lender will give the Grantor reasonable notice of the time and place of any public sale thereof or of the time and place on or after which any private sale thereof is to be made. The requirement of reasonable notice conclusively shall be met if such notice is mailed, certified mail, postage prepaid, to the Grantor at its address set forth in the Credit Agreement, or delivered or otherwise sent to the Grantor, at least ten days before the date of the sale. The Grantor expressly waives, to the fullest extent permitted by applicable law, any right to receive notice of any public or private sale of any Collateral or other security for the Obligations except as expressly provided for in this paragraph. The Lender shall not be obligated to make any sale of the Collateral if it shall determine not to do so regardless of the fact that notice of sale of the Collateral may have been given. The Lender may, without notice or publication, except as required by applicable law, adjourn the sale from time to time by announcement at the time and place fixed for sale, and such sale may, without further notice (except as required by applicable law), be made at the time and place to which the same was so adjourned.

- (e) <u>Title of Purchasers</u>. Upon consummation of any sale of Collateral hereunder, the Lender shall have the right to assign, transfer and deliver to the purchaser or purchasers thereof the Collateral so sold. Each such purchaser at any such sale shall hold the Collateral so sold absolutely free from any claim or right upon the part of the Grantor or any other Person claiming through the Grantor, and the Grantor hereby waives all rights of redemption, stay and appraisal which it now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted. If the sale of all or any part of the Collateral is made on credit or for future delivery, the Lender shall not be required to apply any portion of the sale price to the Obligations until such amount actually is received by the Lender, and any Collateral so sold may be retained by the Lender until the sale price is paid in full by the purchaser or purchasers thereof. The Lender shall not incur any liability in case any such purchaser or purchasers shall fail to pay for the Collateral so sold, and, in case of any such failure, the Collateral may be sold again.
- (f) <u>Disposition of Proceeds of Sale</u>. The proceeds resulting from the collection, liquidation, sale or other disposition of the Collateral shall be applied, <u>first</u>, to the reasonable costs and expenses (including reasonable attorneys' fees) of retaking, holding, storing, processing and preparing for sale, selling, collecting and liquidating the Collateral, and the like; <u>second</u>, to the satisfaction of all Obligations.
- (g) <u>Certain Waivers</u>. To the extent permitted by applicable law, the Grantor waives all claims, damages and demands against the Lender arising out of the repossession, retention or sale of the Collateral, or any part or parts thereof.
- (h) <u>Remedies Cumulative</u>. The rights and remedies provided under this Agreement are cumulative and may be exercised singly or concurrently, and are not exclusive of any other rights and remedies provided by law or equity.
- (i) <u>Deficiency</u>. If the proceeds of sale, collection or other realization of or upon the Collateral pursuant to this <u>Section 9</u> are insufficient to cover the costs and expenses of such realization and the payment in full of the Obligations, the Grantor shall remain liable for any deficiency.
- 10. Lender Appointed Attorney-in-Fact. The Grantor hereby irrevocably appoints the Lender as the Grantor's attorney-in-fact, effective upon the occurrence and during the continuance of an Event of Default, with full authority in the place and stead of the Grantor, and in the name of the Grantor, or otherwise, from time to time, in the Lender's sole and absolute discretion to do any of the following acts or things: (a) to do all acts and things and to execute all documents necessary or advisable to perfect and continue perfected the security interests created by this Agreement and to preserve, maintain and protect the Collateral; (b) to do any and every act which the Grantor is obligated to do under this Agreement; (c) to prepare, sign, file and record, in the Grantor's name, any financing statement covering the Collateral; (d) to endorse and transfer the Collateral upon foreclosure by the Lender and (e) to file any claims or take any action or institute any proceedings which the Lender may reasonably deem necessary or desirable for the protection or enforcement of any of the rights of the Lender; provided, however, that the Lender shall be under no obligation whatsoever to take any of the foregoing actions, and the Lender shall not have any liability or responsibility for any act or omission taken with respect thereto. New Intellectual Property; Modifications to Schedules. Grantor shall give Lender quarterly written notice of any

new Patents, Trademarks or Copyrights acquired, formed, applied for, registered or for which a registration is issued after the date hereof ("New Collateral"). All New Collateral shall automatically be subject to the terms of this Agreement as if the same were identified on Schedule A attached hereto as of the date hereof, without the need of any signature by or consent from Grantor. Grantor hereby authorizes Lender to modify this Agreement by amending Schedule A to include all New Collateral and, at Lender's request, Grantor shall execute any documents or instruments reasonably required by Lender in connection therewith. Grantor hereby acknowledges that Lender may refile or rerecord this Agreement with the PTO and/or the Copyright Office, together with any such modifications to Schedule A.

12. Miscellaneous.

- (a) No course of dealing between Grantor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- (b) All of the rights and remedies of Lender with respect to the Collateral, whether established hereby or by any other agreements or by law shall be cumulative and may be executed singularly or concurrently.
- (c) Any and all fees, costs and expenses, of whatever kind or nature, including, without limitation, the reasonable attorneys' fees and legal expenses incurred by Lender in connection with any amendment to, or enforcement of, this Agreement or any rights and remedies of Lender with respect to the Collateral, all renewals, required affidavits and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, encumbrances or otherwise protecting, maintaining or preserving the Collateral or the Lender's liens or security interest therein, or in defending or prosecuting any actions or proceedings arising out of or related to the Collateral, shall be borne and paid by Grantor, within fifteen (15) days of demand by Lender, and, until so paid after demand, shall be added to the principal amount of the Debt and secured by the Collateral.
- (d) The provisions of this Agreement are severable, and, if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.
- (e) Except as provided elsewhere in this Agreement, this Agreement may be amended or modified, and any provision hereof may be waived, in each case, only by a writing signed by Grantor and Lender.
- (f) This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, except that Grantor may not assign any of its rights

or duties hereunder without the prior written consent of Lender. Any attempted assignment or transfer without the prior written consent of Lender shall be null and void.

(g) The terms and provisions of Sections 18.1 (*Headings, Preamble, and Exhibits*), 18.2 (*Further Assurances*), 18.3 (*Governing Law; Jurisdiction; Jury Trial Waiver*), 18.10 (*Notices*), and 18.12 (*Counterparts*) of the Credit Agreement are incorporated herein by reference and shall apply to this Agreement, *mutatis mutandis*, as if fully set forth herein.

[Signature Page Follows.]

IN WITNESS WHEREOF, the Grantor has executed this Agreement by its duly authorized representative as of the date first written above.

REGIMEN, INC.

By: uick@geologie.com

Name: Nick Allen, CEO

Title:

LIQUIDITY CAPITAL II, L.P.

By: Udi Gvirts

Name: Udi Gvirts

Title: Chief Financial Officer

By:_____

Name: Oshri Harari,

Title: General Counsel & Chief Operating Officer

Security Agreement

SCHEDULE A

Copyrights

None

Patents

None

Trademarks

See attached

Licenses

None

					Page 1	# 1
Conntra	Асценита		Application No.	Registration No.	Status	
Frademark		lieot-Matter	Filing Date	Registration Dat		
GEOLOGIE	٤	ii 1929-910502/AR	408#\$13 14-Jan-2022		Pending	
				All Excluding Taken POA Due	Due Date 14-Mar-2022	D
				Priority Does Due	14-Apr-2022	
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Example Assistation	Frademark List (b) Co			Page 2 of 14
		Application No.	Registration No.	Status
Trademark	Clicot-Matter	Filing Date:	Registration Dat	
GEOLOGIE	411929-910403/AU	2225672		Pending
		04-Nov-2021		

Owner: Regimen, Inc. Client: Regimen, Inc.

Class and Goods; fet., 03; Cosmetics; non-medicated skin care preparations, namely, skin and facial lotions and moisturizers, skin and facial cleansors, foaming bath preparations, facial masks, anti-wrinkle creams, body scrubs, body wash, and body scap, skin cleansing wipes and pads, skin toners, catment bath treatment preparations to soothe and relieve irritated skin, shave gels and creams, after-shave gel and aftershave lotions, lip balms, and sunscreen preparations; hair care preparations, namely, shampoos, dry shampoos, conditioners; lip cream and lip gloss; skin cleanings oils, body washes, body lotions, skin moisturizer masks; cosmetic creams, namely, moisturizing eye creams, skin creams; facial washes for breakout care; skin care preparations for the hands.

fmt., 35: Online retail store services featuring cosmetics, skin care preparations, hair care preparations, and soaps; Retail store services featuring cosmetics, skin care preparations, bair care preparations, and scaps.

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		Application No.	Registration No. Status
Trademark	Clicot-Matter	Filing Date	Registration Dat
GEOLOGIE	411929-910602/WP-BR	A0118219	Pending
		12-Yen-2022	

Owner: Regimen, Inc.
Client: Regimen, Inc.

Class and Goods; fatt. 03: Cosmetics; fearning bath preparations, facial masks, body scrubs, body wash and body soap, skin cleansing wipes and pack, skin toners, oatmeal tath treatment preparations to soothe and relieve irritated skin, shave gels and creams, after-shave gel and aftershave lotions, hip thalms; hair care preparations, namely, shampeos, dry shampeos, conditioners; lip cream and lip gloss; skin cleanings oils, body washes, body totions, skin moisturizer masks; non-medicated skin care preparations for the hands; non-medicated skin care preparations, namely, skin and facial cleansers, anti-wrinkle creams, and sunsersen preparations; cosmetic creams, namely, moisturizing eye creams, skin creams; non-medicated decial washes for breakout care.

fet.. 35: Online retail store services featuring cosmetics, hair core preparations, and scaps; Retail store services featuring cosmetics, skin care preparatious, bair care preparations, and scaps; Online retail store services featuring skin care preparations.

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		Application No.	Registration No. Status
Trademark	Client-Matter	Filing Date:	Registration Dat
GEOLOGIE	411929-910702/WP-CA	A01182J9	Pending
		12-Jan-2022	

Owner: Regimen, Inc. Client: Regimen, Inc.

Class and Goods; (mt. 03; Cosmetics; fearning bath preparations, facial masks, body scrubs, body wash and body soap, skin cleansing wipes and packs, skin toners, oatmeal bath treatment preparations to soothe and relieve irritated skin, shave gels and creams, after-shave gel and aftershave lotions, lip balms; hair care preparations, namely, shampoos, dry shampoos, conditioners; lip cream and lip gloss; skin cleanings oils, body washes, body lotions, skin mosturizer masks; non-medicated skin care preparations for the hands; non-medicated skin care preparations, namely, skin and facial lotions and moisturizers, skin and facial cleansers, anti-wrinkle creams, and sunscreen preparations; cosmetic creams, namely, moisturizing eye creams, skin creams; non-medicated facial washes for breakout care.

fmt., 35: Online retail store services featuring cosmetics, hair care preparations, and scaps; Retail store services featuring cosmetics, skin care preparations, hair care preparations, and soaps; Online retail store services featuring skin care preparations.

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Trademark		Client-Matter	Filing Date	Registration Dat
GEOLOGIE		411929-910902/CN		Untiled
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Owner:	Regimen, Inc.			
Client:	Regimen, Inc.			
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Owner. Client:	Regimen, Inc. Regimen, Inc.			

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Contra	Europeio Eroko (Communicy)		Application No.	Registration No.	Status
Trademark	Client-Matter		Filing Date	Registration Dat	
GEOLOGIE	411929-910302/EN		017963900 01-Oct-2018	017963900 12-Feb-2019	Registered
				All Excluding Taken Use / Non Use	Due Date D 12-Feb-2024
				First Renewal	#1-Oct-2028
Owner:	Regimen, Inc.				
Client:	Regimen, Inc.				
Class and Good	¿ Int., 03; Cosmetics, non-medicated skin care prepara preparations, facial masks, anti-writikle creams, bod- treatment preparations to southe and relieve irritated preparations; hair care preparations, namely, shamp tolsions, skin moistarizer masks; cosmetic creams, ma non-medicated skin care preparations for the hands Int., 35; Online retail store services featuring cosmet cosmetics, skin care preparations, bair care preparations.	y scrubs, body wash and body s skin, shave gels and creams, at sos, dry shampoos, conditioners mely, moisturizing eye creams, ics, skin coe preparations, hair	oap, skin cleansing wipes and len-stave gel and aftershave to ; fip cream and lip gloss; skin o skin creams; non-medicated fr	pads, skit toners, oatmeat hata dions, lip balms, and sunscreen cleanings oils, body washes, bo acial washes for breakout care;	

	Frademark List (I): Const.			Page 7 of 14
		Application No.	Registration No.	Status
Trademark	Client-Matter	Filing Date	Registration Dat	
GEOLOGIE	411929-911102/WP-IN	A0118219		Pending
		12-Jan-2022		

Owner: Regimen, Inc. Client: Regimen, Inc.

Class and Goods; (mt. 03; Cosmetics; fearning bath preparations, facial masks, body scrubs, body wash and body soap, skin cleansing wipes and packs, skin toners, oatmeal thath treatment preparations to shothe and relieve irritated skin, shave gels and creams, after-shave gel and aftershave lotions, lip balms; hair care preparations, namely, shampoos, dry shampoos, conditioners; lip cream and lip gloss; skin cleanings oils, body washes, body lotions, skin mosturizer masks; non-medicated skin care preparations for the hands; non-medicated skin care preparations, namely, skin and facial lotions and moisturizers, skin and facial cleansers, anti-wrinkle creams, and sunscreen preparations; cosmetic creams, namely, moisturizing eye creams, skin creams; non-medicated facial washes for breakout care.

fmt., 35: Online retail store services featuring cosmetics, hair care preparations, and scaps; Retail store services featuring cosmetics, skin care preparations, hair core preparations, and soaps; Online retail store services featuring skin care preparations.

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ANTHER TOTAL		Application No.	Registration No.	Status	
Frademark GEOLOGIE	Client-Matter 411929-910102/WF	Filing Date A6079636 28-Sep-2018	Registration Dat 1438405 06-Dec-2018	Registered	
			All Excluding Taken 5 Year Dependency Deadline First Renewa)	Due Date 28-Sep-2023 28-Sep-2028	D
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Client:	Regimen, Inc.				
GEOLOGIE	non-medicated skin care preparations for the hands Int., 35: Online retail store services featuring cosmetics, a cosmetics, skin care preparations, but care preparations, 411929-810103/WP		s; Retail store services featuring	Pending	
		12-990-4042	All Excluding Taken Report Grants of Extension(s) to Client 5 Year Dependency Deadline	Due Date 12-Oct-2023	Ď
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		Application No.	Registration No. Status
Trademark	Client-Matter	Filing Date	Registration Dat
GEOLOGIE	411929-911202/WP-JP	A0118219	Pending
		12-Jan-2022	

Owner: Regimen, Inc.
Client: Regimen, Inc.

Class and Goods; fatt. 03: Cosmetics; fearning bath preparations, facial masks, body scrubs, body wash and body soap, skin cleansing wipes and pack, skin toners, oatmeal tath treatment preparations to soothe and relieve irritated skin, shave gels and creams, after-shave gel and aftershave lotions, hip thalms; hair care preparations, namely, shampeos, dry shampeos, conditioners; lip cream and lip gloss; skin cleanings oils, body washes, body totions, skin moisturizer masks; non-medicated skin care preparations for the hands; non-medicated skin care preparations, namely, skin and facial cleansers, anti-wrinkle creams, and sunsersen preparations; cosmetic creams, namely, moisturizing eye creams, skin creams; non-medicated decial washes for breakout care.

fet.. 35: Online retail store services featuring cosmetics, hair core preparations, and scaps; Retail store services featuring cosmetics, skin care preparatious, bair care preparations, and scaps; Online retail store services featuring skin care preparations.

Country	Trademark List (by Co Sores, Benefikt et		Wednesday, Lebruary 9, 2822 Page 14 of 14
	_	Application No.	Registration No. Status
Trademark	Client-Matter	Filing Date	Registration Dat
GEOLOGIE	411929-910202/WP-KR	A0079636	1438405 Registered
		28-Sep-2018	20-May-2020
			All Excluding Taken Due Date D Renewal Due 28-Sep-2028
Owner:	Regimen, Inc.		
Client:	Regimen, Inc.		
Class and Goods	s; Int., 93: Cosmetics; non-medicated skin care preparations, namely, skin and facial	l lotions and projeturizers, skin an	d facial cleansers, foaming bath
	preparations, facial masks, anti-variable creams, body scrubs, body wash and body		
	treatment preparations to soothe and relieve irritated skin, shave gels and creams,		
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	lations, skin maisturizer masks; cosmetic creams, namely, maisturizing eye cream	is, skin creams; non-medicared ta	KIRF WASHES FOR DEEDWOOD CARE;
	non-medicated skin care preparations for the hands		
	Int., 35: Online retail store services featuring cosmetics, skin care preparations, ha	nir care preparations, and soaps; F	Retail store services featuring
	cosmetics, skin care preparations, hair care preparations, and soaps		

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GEOLOGIE		411929-911302/WP-MX	A0118219 12-Jan-2022	Ps	ending
				All Excluding Taken Declaration of Use	Due Date D 12-Apr-2032
Owner:	Regimen, Inc.				
Client:	Regimen, Inc.				
	care preparations, namely, moisturizer masks; non-mo- moisturizers, skin and facil	parations to soothe and relieve irritated skin, shampons, the shampons, conditioners; lip e- diticated skin care preparations for the hands; d cleansers, anti-wrinkle creams, and sunsers ful washes for breakout care.	ream and lip gloss; skin cleanings oil non-medicated skin care preparation:	s, body washes, body totions, skin s, namely, skin and facial lotious and	
GEOLOGIE		411929-911303: WP-MX	A0118219 12-Jan-2022	Pe	ending
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Client.	Regimen, Inc.				
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GEOLOGIE	411929-910302/EM	UK00917963900 01-Oct-2018	UK00917963900 Registered 12-Feb-2019
			All Excluding Taken Due Date D First Renewal 01-Oct-2028
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Client:	Regimen, Inc.		
Class and Goods	c. Int., 03: Cosmetics; non-medicated skin care preparations, namely, skin and facial preparations, facial masks, anti-verinkle creams, body scrubs, body wash and body treatment preparations to soothe and relieve irritated skin, shave gels and creams, preparations; fair care preparations, namely, shampoos, dry shampoos, conditione lobinns, skin moisturizer masks; cosmetic creams, namely, moisturizing eye cream non-medicated skin care preparations for the bands lat., 35: Online retail store services featuring cosmetics, skin care preparations, had cosmetics, skin care preparations, had cosmetics, skin care preparations, had cosmetics, skin care preparations.	steep, skin eleansing wipes and pa after-stave gel and aftershave lotic rs; lip cream and lip gloss; skin ele is, skin creams; non-medicated fac	nds, skin toners, oatmeal bath ons, lip balms, and sunscreen eatings oils, body washes, body ial washes for meakout care;

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Jwner:	Regimen, Inc.				
liept:	Regimen, Inc.				
EOLOGIE		411929-900105/US	87/983155	6102663	Registered
EOLOGIE		411929-900105/US	87/983155 30-Mar-2018	6102663 14-Jul-2020	Registered
EOLOGIE		411929-900105*US			Registered Due Date 14-Jul-2025
EOLOGIE		411929-800105*US		14-Jul-2020 All Eachding Taken Section 8/15 Filing Period Opens	Due Date 14-3ul-2025
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Trademark Client-Matter Filing Date GEOLOGIE 411929-900106-US 97:084032 20-Oct-2021 All Exchaptions Provings Filing Date Chient: Regimen, Inc. Client: R	Registration Dat Pending
20-Oct-2021 All Exchaptories Owner: Regimen, Inc. Client: Regimen, Inc. Class and Goods: Tet 03: Cosmetics; fearning bath preparations, facial masks, body scrubs, body wash and body soap, skin cleansing wipes an outment both treatment preparations to suctles and relieve initiated skin, shave gots and creams, after-shave get and aftershave care preparations, namely, shampoos, day shampoos, conditions; for earn and lip gloss; skin cleaning soils, body washes, I moisterizer masks; non-medicated skin care preparations for the hands but. 35; Online retail store services featuring cosmetics, hair care preparations, and snaps; Retail store services featuring cosmetics.	
Owner: Regimen, Inc. Client: Regimen, Inc. Class and Goods: Tet 03: Connetics; fearning but preparations, facial masks, body scrubs, body wash and body soap, skin cleansing wipes an ontineal but treatment preparations to spothe and relieve irritated skin, shave gels and creams, after-shave gel and aftershave care preparations, namely, shampoos, day shampoos, conditioners; lip cream and lip gloss; skin cleanings oils, body washes, to mosticizer masks; non-medicated skin care preparations for the hands. but. 35: Online retail store services featuring cosmetics, hair care preparations, and snaps; Retail store services featuring cosmetics.	
Client: Regimen, Inc. Class and Goods: Tet., 03: Cosmetics; fearning bath preparations, facial masks, body scrubs, body wash and body soap, skin cleansing wipes an outment bath treatment preparations to see the and relieve initiated skin, shave gots and creams, after-shave get and aftershave care preparations, namely, shampoos, day shampoos, conditioners; lip cream and lip gloss; skin cleanings oils, body washes, I moistruizer masks; non-medicated skin care preparations for the hands but. 35: Online retail store services featuring cosmetics, hair care preparations, and soaps; Retail store services featuring cosmetics.	
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	otions, lip balms; hair ody totions, skin
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Owner: Regimen, Inc.
Client: Regimen, Inc.

Class and Goods: 1nt. 03: non-medicated skinears preparations, namely, skin and facial lotions and moisturizers, skin and facial cleansers, anti-wrinkle creams, and sunscreen preparations; cosmetic creams, namely, moisturizing eye creams, skin creams; non-medicated facial washes for breakout care.

Int. 05: Medicated skinears preparations, namely, skin and facial lotions and moisturizers, skin and facial cleansers for the treatment of acre. Int. 35: Online retail store services featuring skin care preparations.

Signature Certificate

Petersoos humber: XVRS3-8WQCT-3GSYD-APKTL

Signer Timestamp Signature

Email: nick@geologie.com

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