

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM576527

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cover FX Skin Care Inc.		05/14/2020	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Missouri Local Government Employee's Retirement System		
Street Address:	701 West Main Street		
City:	Jefferson		
State/Country:	MISSOURI		
Postal Code:	65101		
Entity Type:	Non-Profit Organization: MISSOURI		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	5753595	CUSTOM ENHANCER DROPS	
Registration Number:	5056421	CUSTOM INFUSION DROPS	
Registration Number:	5043661	SEIZE YOUR DROPPORTUNITY	
Registration Number:	5047759	DROP. MIX. TRANSFORM.	
Registration Number:	5043631	BEAUTIFUL IS CHANGING	
Registration Number:	5043557	FLASH FUSION TECHNOLOGY	
Registration Number:	2877089	COVER FX	
Registration Number:	3011450	FX	
Registration Number:	3698249	FX	
CORRESPONDENCE DATA			
Fax Number:	6175236850		
<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:	617-523-2700		
Email:	susan.dinicola@hklaw.com,faisal.kraziem@hklaw.com		
Correspondent Name:	Holland & Knight LLP		
Address Line 1:	10 St. James Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02116		
NAME OF SUBMITTER:	Susan C. DiNicola		

OP \$240.00 5753595

SIGNATURE:	/Susan C. DiNicola/
DATE SIGNED:	05/14/2020
Total Attachments: 5 source=Cover Skin Trademark Security Agreement (Executed)#page1.tif source=Cover Skin Trademark Security Agreement (Executed)#page2.tif source=Cover Skin Trademark Security Agreement (Executed)#page3.tif source=Cover Skin Trademark Security Agreement (Executed)#page4.tif source=Cover Skin Trademark Security Agreement (Executed)#page5.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of May 14, 2020, by COVER FX SKIN CARE INC., a corporation organized under the laws of Ontario (the "Grantor"), in favor of MISSOURI LOCAL GOVERNMENT EMPLOYEES' RETIREMENT SYSTEM, as lender (the "Lender").

WITNESSETH:

WHEREAS, the Grantor and COVER FX SKIN CARE LIMITED, a Delaware corporation, in their capacities as borrowers, entered into that certain promissory note, dated as of the date hereof (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Note"), in favor of the Lender; and

WHEREAS, pursuant to the Note and the US Security Agreements (as defined in the Note), the Grantor is required to execute and deliver to Lender this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. DEFINED TERMS. Unless otherwise noted, all capitalized terms used but not otherwise defined herein have the meanings given to them in the Note and the US Security Agreement (as defined in the Note), and this Agreement shall be subject to the rules of construction set forth in the Note, which rules of construction are incorporated herein by this reference, mutatis mutandis.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the payment and performance of the Secured Obligations, the Grantor hereby grants to the Lender a security interest in all of the Grantor's rights, title and interests in, to and under the following, whether now owned or presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

all United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, (i) the registrations and applications listed on Schedule I attached hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill and (v) all products and proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Lender pursuant to the US Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the US Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. REPRESENTATIONS AND WARRANTIES. The Grantor hereby represents and warrants that the trademarks and trademark applications listed on Schedule I attached hereto constitute all U.S. federally registered trademarks and trademark applications registered to the Grantor as of the date of this Agreement.

5. COUNTERPARTS. This Agreement may be in the form of an Electronic Record and may be executed using Electronic Signatures (including, without limitation, facsimile and .pdf) and shall be considered an original, and shall have the same legal effect, validity and enforceability as a paper record. This Agreement may be executed in as many counterparts as necessary or convenient, including both paper and electronic counterparts, but all such counterparts are one and the same Agreement. For the avoidance of doubt, the authorization under this paragraph may include, without limitation, use or acceptance by the Lender of a manually signed paper Communication which has been converted into electronic form (such as scanned into .pdf format), or an electronically signed Communication converted into another format, for transmission, delivery and/or retention.

6. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 10 OF THE NOTE, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS. All parties acknowledge and agree that Lender has been formed under the laws of the State of Missouri and that Section 70.605.1 of the Missouri Revised Statutes provides that all legal proceedings directly or indirectly against Lender must be brought in Cole County, Missouri, U.S.A.

[Signature page follows]

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


GRANTOR:

COVER FX SKIN CARE INC.

By: Emily Culp
Name: Emily Culp
Title: President and Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

**MISSOURI LOCAL GOVERNMENT
EMPLOYEES' RETIREMENT SYSTEM**, as Lender

By: 

Name: Brian K. Collett, CFA
Title: Chief Investment Officer

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Owner	Serial Number	Reg. Number	Word Mark	Status	Reg. Date
Cover FX Skin Care Inc.	87921156	5753595	Custom Enhancer Drops	Registered	May 14, 2019
Cover FX Skin Care Inc.	86699222	5056421	Custom Infusion Drops	Registered	October 4, 2016
Cover FX Skin Care Inc.	86575494	5043661	Seize Your Droppportunity	Registered	September 20, 2016
Cover FX Skin Care Inc.	86575481	5047759	DROP.MIX.TRANSFORM.	Registered	September 27, 2016
Cover FX Skin Care Inc.	86528203	5043631	BEAUTIFUL IS CHANGING	Registered	September 20, 2016
Cover FX Skin Care Inc.	86428036	5043557	FLASH FUSION TECHNOLOGY	Registered	September 20, 2016
Cover FX Skin Care Inc.	78197465	2877089	COVER FX	Registered	August 24, 2004
Cover FX Skin Care Inc.	78484689	3011450	FX	Registered	November 1, 2005
Cover FX Skin Care Inc.	77692643	3698249	FX	Registered	October 20, 2009