

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM676670

<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>
Prollemium Medical Technologies Inc.		09/24/2021	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WILMINGTON TRUST SAS		
<b>Street Address:</b>	21-23 Boulevard Haussmann, 2ème étage		
<b>City:</b>	Paris		
<b>State/Country:</b>	FRANCE		
<b>Postal Code:</b>	75009		
<b>Entity Type:</b>	Bank: FRANCE		
<b>PROPERTY NUMBERS Total: 27</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4771037	MICROFILL	
<b>Registration Number:</b>	3987707	PHIDERMA COSMECEUTICALS	
<b>Registration Number:</b>	4079042	PR(O)LLENIUM	
<b>Registration Number:</b>	3968216	PROLLENIUM	
<b>Registration Number:</b>	5215916	PURAPLAS	
<b>Registration Number:</b>	4858340	REVANESSE	
<b>Registration Number:</b>	6066727	REVANESSE	
<b>Registration Number:</b>	5716314	REVANESSE	
<b>Registration Number:</b>	5912022	REVANESSE SKIN	
<b>Registration Number:</b>	5076190	REVANESSE ULTRA	
<b>Registration Number:</b>	5556594	REVANESSE VERSA	
<b>Registration Number:</b>	6274891	SILKLIFT	
<b>Registration Number:</b>	5646815	THIXOFIX TECHNOLOGY	
<b>Registration Number:</b>	6390502	REVANESSE SHAPE	
<b>Serial Number:</b>	88848837	OUTLINE	
<b>Serial Number:</b>	90169231	REVANESSE OUTLINE	
<b>Serial Number:</b>	88849240	CONTOUR	
<b>Serial Number:</b>	88849136	PURE	
<b>Serial Number:</b>	88849193	REJEUNESSE	
<b>TRADEMARK</b>			

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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:** 6508385109  
*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:** 650-838-3743  
**Email:** JLIK@SHEARMAN.COM  
**Correspondent Name:** MARC ELZWEIG  
**Address Line 1:** 1460 EL CAMINO REAL, 2ND FLOOR  
**Address Line 2:** SHEARMAN & STERLING LLP  
**Address Line 4:** MENLO PARK, CALIFORNIA 94025

<b>ATTORNEY DOCKET NUMBER:</b>	43213-3
<b>NAME OF SUBMITTER:</b>	MARC ELZWEIG
<b>SIGNATURE:</b>	/MARC ELZWEIG/
<b>DATE SIGNED:</b>	09/24/2021

**Total Attachments: 6**  
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FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of September 24, 2021 (this "Agreement"), among Prolenium Medical Technologies Inc., a corporation formed under the federal laws of Canada as a result of the Amalgamation (the "Grantor") and WILMINGTON TRUST SAS, as First Lien Collateral Agent (in such capacity, the "First Lien Collateral Agent").

Reference is made to (a) the First Lien Credit Agreement dated as of September 22, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "First Lien Credit Agreement"), among Panacea Medical Technologies Inc., a corporation incorporated under the federal laws of Canada ("Initial Borrower"), as the Term Borrower, a Revolving Borrower and the Borrower Representative, Panacea Holdings Inc., a corporation incorporated under the federal laws of Canada ("Holdings"), after the consummation of the Acquisition and the Amalgamation, the Grantor (as successor by amalgamation to the Initial Borrower, the "Successor Borrower"), the other parties party thereto, the Lenders, the Swingline Lenders and the Issuing Banks party thereto from time to time and WILMINGTON TRUST SAS as First Lien Administrative Agent and First Lien Collateral Agent, and (b) the Canadian First Lien Collateral Agreement dated of September 24, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Successor Borrower and the other Grantors and Share Pledge Grantors from time to time party thereto and the First Lien Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the First Lien Credit Agreement. The Grantor is an Affiliate of the Borrower Representative and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the First Lien Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under all Trademarks, including all goodwill associated therewith or symbolized thereby, all registrations thereof and applications for the registration thereof in the United States Patent and Trademark Office, owned by such Grantor, and all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation or impairment thereof, including the right to receive all Proceeds therefrom, including without limitation license fees, royalties, income payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto, and all other rights, priorities, and privileges accruing thereunder or pertaining thereto throughout the world, including the Trademarks listed on Schedule I attached hereto (the "Trademark Collateral"). This Agreement is not to be construed as an assignment of any trademark or trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use Trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or the filing of an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act.

SECTION 3. Recordation. The Grantor hereby requests and authorizes the Commissioner of Trademarks of the United States Patent and Trademark Office to record this Agreement against the Trademark Collateral.

SECTION 4. Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the First Lien Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement 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 Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

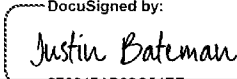
SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

(after consummation of the Acquisition and the Amalgamation)

**PROLLENIUM MEDICAL TECHNOLOGIES  
INC., as Grantor**

By  \_\_\_\_\_  
Name: Justin Bateman  
Title: Director

**WILMINGTON TRUST SAS, as First Lien  
Collateral Agent**

By 

Name: Ekoue Kangni  
Title: Vice President

**Schedule I**  
**to**  
**FIRST LIEN TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

**Registrations:**

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

**Applications:**

<b>Applicant</b>	<b>Trademark</b>	<b>Application Number</b>	<b>Filing Date</b>	<b>Jurisdiction</b>
Prolenium Medical Technologies Inc.	OUTLINE	88848837	3/26/2020	U.S.
Prolenium 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.	REJEUNESSE	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	88434008	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 AESTHETIC EXPERIENCE	90706139	5/12/2021	U.S.