

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM807174

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DOMINION AESTHETIC TECHNOLOGIES, INC.		04/28/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SBI II LLC		
Street Address:	6702 Broadway		
City:	Galveston		
State/Country:	TEXAS		
Postal Code:	77554		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6136611	EON	
CORRESPONDENCE DATA			
Fax Number:	2028874288		
<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:	2028874000		
Email:	mbeyene@akingump.com, DC_IPDocketing@AKINGUMP.com		
Correspondent Name:	Mussie B Beyene		
Address Line 1:	2001 K Street N.W.		
Address Line 4:	Washington DC, D.C. 20006		
ATTORNEY DOCKET NUMBER:	103952.0009		
NAME OF SUBMITTER:	Mussie B Beyene		
SIGNATURE:	/Mussie B Beyene/		
DATE SIGNED:	05/01/2023		
Total Attachments: 6			
source=Dominion - IP Security Agreement [executed] 4863-1010-8000, 1#page1.tif			
source=Dominion - IP Security Agreement [executed] 4863-1010-8000, 1#page2.tif			
source=Dominion - IP Security Agreement [executed] 4863-1010-8000, 1#page3.tif			
source=Dominion - IP Security Agreement [executed] 4863-1010-8000, 1#page4.tif			

CH \$40.00 6136611

source=Dominion - IP Security Agreement [executed] 4863-1010-8000, 1#page5.tif

source=Dominion - IP Security Agreement [executed] 4863-1010-8000, 1#page6.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of April 28, 2023 (the "**Agreement**") between SBI II LLC ("**Lender**") and **DOMINION AESTHETIC TECHNOLOGIES, INC.**, a Delaware corporation ("**Grantor**") is made with reference to the Loan and Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**LSA**"), between Lender and Grantor. Terms defined in the LSA have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the LSA, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "**Intellectual Property Collateral**"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "**Copyrights**"), including the Copyrights described in **Exhibit A**;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections (collectively, the "**Trademarks**"), including the Trademarks described in **Exhibit B**;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "**Patents**"), including the Patents described in **Exhibit C**;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "**Mask Works**");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions (as applicable) of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the LSA, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the LSA, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

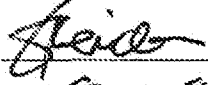
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

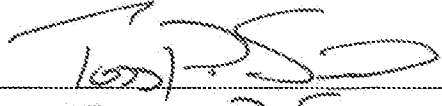
GRANTOR:

LENDER:

DOMINION AESTHETIC TECHNOLOGIES, INC., a
Delaware Corporation

SBI II LLC

By: 

By: 

Name: GERRY SHERIDAN

Name: TODD P. SULLIVAN

Title: CFO

Title: PRINCIPAL

Address for Notices:

Address for Notices:

14950 Heathrow Forest Parkway
Suite 190
Houston, TX 77032
Attn: Gerry Sheridan
Email:
Phone # 617-840-0690

6702 Broadway
Galveston, Texas 77554
Attn: Robert James
Email:
Phone 713.203.1641

{SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT}

EXHIBIT A
COPYRIGHTS

Please Check if No Copyrights Exist

<u>Type Of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Preregistered?</u>

EXHIBIT B
TRADEMARKS

Please Check if No Trademarks Exist






<u>Mark / Title:</u>	<u>Application No.:</u>	<u>Application Date:</u>	<u>Registration Number:</u>	<u>USPTO Reference Number:</u>	<u>Registration Date:</u>
	87/480,169	JUNE 8, 2017	6,136,611	N/A	AUG 25, 2020
	3665731	DEC 1, 2017	3040498	N/A	NOV 6, 2019
	913870145	DEC 8, 2017	N/A	N/A	N/A
	017536608	NOV 29, 2017	017536608	N/A	MAY 7, 2018
	2017-159544	DEC 4, 2017	6023415	N/A	MAR 2, 2018

EXHIBIT C
PATENTS: Please Check if No Patents Exist

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued Or Published?</u>	<u>Issue Date:</u>
APPARATUS AND METHODS FOR IMPINGEMENT COOLING	10994151	US/15/820737	ISSUED	05/04/2021
APPARATUS AND METHODS FOR IMPINGEMENT COOLING	N/A	BR/112019010334-1	PUBLISHED	N/A
APPARATUS AND METHODS FOR IMPINGEMENT COOLING	N/A	EP/17873285.5	PUBLISHED	N/A
APPARATUS AND METHODS FOR IMPINGEMENT COOLING	N/A	JP/2019-527356	PUBLISHED	N/A
APPARATUS AND METHODS FOR IMPINGEMENT COOLING	N/A	JP/2022-185192	APPLICATION	N/A
APPARATUS AND METHODS FOR IMPINGEMENT COOLING	N/A	KR/10-2019-7017680	APPLICATION	N/A
APPARATUS AND METHODS FOR IMPINGEMENT COOLING	N/A	CON/17/738,255	PUBLISHED	N/A
SYSTEMS AND METHODS FOR AESTHETIC TREATMENT	10,994,151	US/15/820,737	GRANTED	N/A
SYSTEMS AND METHODS FOR AESTHETIC TREATMENT	N/A	BR/112019010363-5	PUBLISHED	N/A
SYSTEMS AND METHODS FOR AESTHETIC TREATMENT	N/A	EP/DIV/21206320.0	PUBLISHED	N/A
SYSTEMS AND METHODS FOR AESTHETIC TREATMENT	N/A	JP/2019-527357	PUBLISHED	N/A
SYSTEMS AND METHODS FOR AESTHETIC TREATMENT	N/A	KR/10-2019-7017681	APPLICATION	N/A

SYSTEMS AND METHODS FOR AESTHETIC TREATMENT	N/A	CON/17/017,179	ALLOWED	N/A
SYSTEMS AND METHODS FOR AESTHETIC TREATMENT	N/A	BR/112021022285-5	PUBLISHED	N/A
SYSTEMS AND METHODS FOR AESTHETIC TREATMENT	N/A	EP/20822646.4	PUBLISHED	N/A
SYSTEMS AND METHODS FOR AESTHETIC TREATMENT	N/A	JP/2021-569443	PUBLISHED	N/A
SYSTEMS AND METHODS FOR AESTHETIC TREATMENT	N/A	KR/10-2022-7000695	APPLICATION	N/A
FAT REDUCTION BY EFFICIENT GUIDED CONTROL OF THERMAL APOPTOSIS	N/A	JP/2022-198167	APPLICATION	N/A
SYSTEMS AND METHODS FOR AESTHETIC TREATMENT	N/A	CON/17/744,688	PUBLISHED	N/A
SYSTEMS AND METHODS FOR AESTHETIC TREATMENT	N/A	CIP/17/744,416	PUBLISHED	N/A
SYSTEMS AND METHODS FOR AESTHETIC TREATMENT	N/A	CIP/17/896,601	PUBLISHED	N/A