

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7482857

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
FIRST EAGLE ALTERNATIVE CAPITAL AGENT, INC.	08/12/2022
RECEIVING PARTY DATA	
Name:	FEAC AGENT, LLC
Street Address:	500 BOYLSTON STREET
Internal Address:	SUITE 1250
City:	BOSTON
State/Country:	MASSACHUSETTS
Postal Code:	02116
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	10517638
Patent Number:	9700375
Application Number:	16709599
Application Number:	16503123
Application Number:	16503127
CORRESPONDENCE DATA	
Fax Number:	(212)698-3599
<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>	
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Correspondent Name:	DECHERT LLP
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ATTORNEY DOCKET NUMBER:	386893-162789
NAME OF SUBMITTER:	SPENCER JOFFRION
SIGNATURE:	/Spencer Joffrion/
DATE SIGNED:	08/12/2022

Total Attachments: 4

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PATENT SECURITY INTEREST ASSIGNMENT

This **PATENT SECURITY INTEREST ASSIGNMENT** (this “**Assignment**”) is made this August 12, 2022, by and among **FIRST EAGLE ALTERNATIVE CAPITAL AGENT, INC.** (formerly known as **THL CORPORATE FINANCE, INC.**), a Delaware corporation, as predecessor administrative agent and collateral agent for the Lenders under the Credit Agreement acting for the benefit of the Secured Parties (in such capacities, the “**Assignor**”) and **FEAC AGENT, LLC**, a Delaware limited liability company (in such capacities, the “**Agent**”) as successor administrative agent and collateral agent for the Lenders under the Credit Agreement and acting for the benefit of the Secured Parties. All capitalized terms not defined herein shall have the meaning ascribed to them in the Credit Agreement, the Security Agreement, or the Patent Security Agreements (defined below), as applicable.

RECITALS

WHEREAS, **EBS INTERMEDIATE PARENT LLC**, a Delaware limited liability company (“**Holdings**”), **EBS ENTERPRISES LLC**, a Delaware limited liability company (“**Grantor**”), the other Subsidiaries thereafter designated as Guarantors pursuant to the Credit Agreement, the lenders from time to time party thereto (each a “**Lender**” and, collectively, the “**Lenders**”) and Assignor, have entered into a Credit Agreement, dated as of October 2, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”);

WHEREAS, in connection with the Credit Agreement, the Credit Parties, including the Grantor, have entered into the Security Agreement, dated as of October 2, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Assignor, for the benefit of the Secured Parties, and the Grantor and Assignor entered into a Patent Security Agreement, dated as of October 2, 2018 and a Patent Security Agreement dated as of May 5, 2021 (each a “**Patent Security Agreement**” and together the “**Patent Security Agreements**”), each recorded with the United States Patent and Trademark Office at Reel/Frame 047056/0624 and 056147/0670, respectively, and pursuant to which the Grantor pledged, collaterally assigned and transferred to the Assignor and granted for the benefit of the Secured Parties a security interest in the Patent Collateral (as defined in the Patent Security Agreements), including, without limitation, the Patents referred to on Schedule I, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations (the “**Security Interests**”);

WHEREAS, the Assignor and Agent have entered into a Resignation, Appointment, Assignment and Amendment Agreement, dated as of August 12, 2022, pursuant to which the Assignor has assigned all of its obligations and rights under the Credit Agreement, Security Agreement and Patent Security Agreements to the Agent, including all of its right, title, and interest in the Patent Collateral; and

WHEREAS, Assignor wishes to confirm, memorialize and record the assignment of its security interest in the Patent Collateral to Agent;

NOW, THEREFORE, IT IS AGREED:

1. ASSIGNMENT OF SECURITY INTEREST IN PATENT COLLATERAL. Assignor hereby forever sells, assigns, transfers, conveys and delivers to the Agent and its successors and assigns, and the Agent hereby accepts from Assignor, all of the Assignor's right, title and interest in, to and under Patent Security Agreements and the Security Interests, including, without limitation, the Security Interests in the Patents referred to on Schedule I.

2. AUTHORIZATION. Assignor and Grantor hereby authorizes and requests the competent authorities including without limitation an official of the United States Patent and Trademark Office to issue the same to the Agent, its successors, legal representatives and assigns, in accordance with the terms of this Assignment.

3. GOVERNING LAW. THIS ASSIGNMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS.

[signature page follows]

IN WITNESS WHEREOF, the Assignor and Agent have caused this Assignment to be executed and delivered by its duly authorized officer as of the date first set forth above.

Assignor:

FIRST EAGLE ALTERNATIVE CAPITAL AGENT, INC. (formerly known as **THL CORPORATE FINANCE, INC.**)

DocuSigned by:
By: Michelle Handy
Name: Michelle Handy
Title: Managing Director

Agent:

FEAC AGENT, LLC

DocuSigned by:
By: Michelle Handy
Name: Michelle Handy
Title: Managing Director

SCHEDULE I**Issued Patents**

<u>Name of Grantor</u>	<u>Jurisdiction</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Registered Owner</u>	<u>Title</u>
EBS Enterprises LLC (f/k/a Rollins Enterprises, LLC)	United States	10,517,638	31-Dec - 2019	EBS Enterprises LLC (f/k/a Rollins Enterprises, LLC)	Laser Nil Liposuction System and Method
EBS Enterprises LLC (f/k/a Rollins Enterprises, LLC)	United States	9,700,375	11-Jul-2017	EBS Enterprises LLC (f/k/a Rollins Enterprises, LLC)	Laser Nil Liposuction System and Method

Pending Patent Applications

<u>Name of Grantor</u>	<u>Jurisdiction</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Applicant</u>	<u>Title</u>
EBS Enterprises LLC (f/k/a Rollins Enterprises, LLC)	United States	16/709,599	10-Dec-2019	EBS Enterprises LLC (f/k/a Rollins Enterprises, LLC)	Laser Nil Liposuction System And Method
EBS Enterprises LLC (f/k/a Rollins Enterprises, LLC)	United States	16/503,123	3-Jul-2019	EBS Enterprises LLC (f/k/a Rollins Enterprises, LLC)	Virtual Consultation Systems
EBS Enterprises LLC (f/k/a Rollins Enterprises, LLC)	United States	16/503,127	3-Jul-2019	EBS Enterprises LLC (f/k/a Rollins Enterprises, LLC)	Virtual Consultation Systems
EBS Enterprises LLC (f/k/a Rollins Enterprises, LLC)	United States	15/643,390	06-Jul-2017	EBS Enterprises LLC (f/k/a Rollins Enterprises, LLC)	Laser Nil Liposuction System and Method