TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM479441

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type	
Epiphany Business Services, LLC	FORMERLY WizKid, LLC	06/22/2018	Limited Liability Company: TEXAS	

RECEIVING PARTY DATA

Name:	U.S. Bank National Association, as Agent		
Street Address:	214 North Tryon Street, 27th Floor		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28202		
Entity Type:	National Banking Association: UNITED STATES		

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark	
Registration Number:	5323397	EPIPHANY DERMATOLOGY	
Registration Number:	5323396	EPIPHANY DERMATOLOGY	
Serial Number:	87408593	EPIPHANY	

CORRESPONDENCE DATA

Fax Number: 6175269899

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: 6175269628

Email: cslattery@proskauer.com

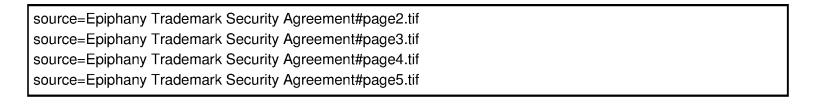
Christine Slattery Correspondent Name: Proskauer Rose LLP Address Line 1:

Address Line 2: One International Place, 23rd Floor Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	54934 / 030
NAME OF SUBMITTER:	Christine Slattery
SIGNATURE:	/Christine Slattery/
DATE SIGNED:	06/26/2018

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

June 22, 2018

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 22nd day of June, 2018, by Epiphany Business Services, LLC (F/K/A WizKid, LLC), a Texas limited liability company ("Grantor"), in favor of U.S. BANK NATIONAL ASSOCIATION, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (herein, "Grantee"):

WITNESSETH

WHEREAS, Grantor, one or more of its affiliates, Grantee and the lenders identified therein are parties to a certain Credit Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor (or one or more affiliates thereof) by Grantee and Lenders;

WHEREAS, pursuant to the terms of a certain Guarantee and Collateral Agreement dated as of June 22, 2018 among Grantor, one or more of its affiliates and Grantee (as the same may be amended or otherwise modified from time to time, the "Collateral Agreement"), Grantor has granted to Grantee, for the benefit of Secured Parties, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Collateral Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure payment and performance of the Secured Obligations;

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

- 1. <u>Incorporation of Credit Agreement and Collateral Agreement</u>. The Credit Agreement and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement.
- 2. <u>Grant of Security Interests</u>. To secure the payment and performance of the Secured Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of the other Secured Parties, a lien on, security interest in, pledge on and right of set-off against any and all of Grantor's right, title and interest in and to the following, whether now owned or existing and hereafter created, acquired or arising:
 - (i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, such Trademarks; and
 - (ii) all products, royalties and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or

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future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with such Trademarks;

but, in each case, excluding any intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. §1051(c) or 15 U.S.C. §1051(d), respectively, or, if filed, has not been deemed in conformance with 15 U.S.C. §1051(a) or examined and accepted by the United States Patent and Trademark Office.

- 3. <u>Governing Law.</u> THIS AGREEMENT AND ALL MATTERS RELATING HERETO OR ARISING THEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE), SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.
- 4. <u>Counterparts</u>. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Signatures by facsimile or other electronic communication to this Agreement shall bind the parties to the same extent as would a manually executed counterpart.

[signature page follows]

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

EPIPHANY BUSINESS SERVICES, LLC (F/K/A WIZKID, LLC)

Name: Rick S. Greene

Title: Chief Financial Officer

Agreed and accepted as of the date first written above

U.S. BANK NATIONAL ASSOCIATION, not in its individual capacity but solely in its capacity as Agent

Name:

Title:

Vice President

SCHEDULE 1

Owner	Mark	Country	Serial No./ App. Filing Date	Reg. No./ Reg. Date	Status
Epiphany Business Services, LLC	EPIPHANY DERMATOLOGY (standard characters)	USA	87/408,624 April 12, 2017	5323397 October 31, 2017	Registered
Epiphany Business Services, LLC	EPIPHANY DERMASSOLOGY	USA	87/408,612 April 12, 2017	5323396 October 31, 2017	Registered
Epiphany Business Services, LLC	EPIPHANY (standard characters)	USA	87/408,593 April 12, 2017	N/A	Pending

RECORDED: 06/26/2018