

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM343746

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
N.V. PERRICONE LLC		06/05/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY, AS ADMINISTRATIVE AGENT		
Street Address:	720 EAST WISCONSIN AVENUE		
City:	MILWAUKEE		
State/Country:	WISCONSIN		
Postal Code:	53202		
Entity Type:	mutual insurance company: WISCONSIN		
PROPERTY NUMBERS Total: 69			
Property Type	Number	Word Mark	
Registration Number:	2315317	NTP COMPLEX	
Registration Number:	2237822	N.V. PERRICONE, M.D. COSMECEUTICALS	
Registration Number:	2832268	THE WRINKLE CURE	
Registration Number:	3898161	THE WRINKLE CURE	
Registration Number:	4572228		
Registration Number:	3723811	THE WRINKLE CURE CLINIC	
Registration Number:	2952811	THE PERRICONE PRESCRIPTION	
Registration Number:	2935651	SKIN & TOTAL BODY	
Registration Number:	3034311	NEUROPEPTIDE FACIAL CONFORMER	
Registration Number:	3124699	THE BRAIN-BEAUTY CONNECTION	
Registration Number:	3160217	THREE-DAY NUTRITIONAL FACE -LIFT	
Registration Number:	4298314	FACE FIRMING ACTIVATOR	
Registration Number:	3085028	NEUROPEPTIDE FACIAL CONTOUR	
Registration Number:	3260284	NUTRIENT FACE FORTIFIER	
Registration Number:	3595750	PERRICONEMD, COSMECEUTICALS	
Registration Number:	3500395	SOLAR PROTECTION FOR FACE WITH DMAE	
Registration Number:	3473549	STIMULCELL	
Registration Number:	3536219	PERRICONEMD NUTRICEUTICALS	

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Property Type	Number	Word Mark
Registration Number:	3790708	LIGHT RENEWAL
Registration Number:	4038856	PERRICONE
Registration Number:	4063673	PERRICONE
Registration Number:	3670677	COLD PLASMA
Registration Number:	4115011	PERRICONE MD
Registration Number:	3664950	BEAUTY FROM THE INSIDE OUT AND THE OUTSI
Registration Number:	3763210	NO FOUNDATION FOUNDATION
Registration Number:	3843105	PERRICALGAE
Registration Number:	4046796	
Registration Number:	4254508	BLUE PLASMA
Registration Number:	4581040	NO MASCARA MASCARA
Registration Number:	4598043	NO LIPSTICK LIPSTICK
Registration Number:	4047075	THE CREASE CURE
Registration Number:	4222623	WHEN DOES A WRINKLE BECOME A CREASE?
Registration Number:	4047076	STOP YOUR WRINKLES FROM BECOMING CREASES
Registration Number:	4097355	ACYL-GLUTATHIONE
Registration Number:	4067285	COLD PLASMA SUB-D
Registration Number:	4067286	SUB-D
Registration Number:	4165901	NO CONCEALER CONCEALER
Registration Number:	4339600	THE SCIENCE OF AGING BEAUTIFULLY
Registration Number:	4318623	FORMULA 15
Registration Number:	4247503	FORMULA 15 THE NEXT GENERATION FACE FIRM
Registration Number:	4404467	PHOTO PLASMA
Registration Number:	4506470	OVM
Registration Number:	4573209	NO BRONZER BRONZER
Registration Number:	4534572	THE POWER TREATMENTS
Registration Number:	3991065	FEED HUNGRY SKIN
Registration Number:	3981667	FEED HUNGRY SKIN
Registration Number:	3985834	FEED HUNGRY SKIN WITH THE WORLD'S MOST P
Registration Number:	3981669	FEED HUNGRY SKIN WITH THE WORLD'S MOST P
Registration Number:	4054037	CRINKLE ERASER
Registration Number:	4057540	DAYLIGHT SAVINGS
Registration Number:	4577147	NO BLUSH BLUSH
Registration Number:	4672465	NEURO-OLIGOPEPTIDE COMPLEX
Registration Number:	4577446	NO FOUNDATION FOUNDATION SERUM
Registration Number:	4657386	THE LAST STEP IN SKINCARE. THE FIRST STE
Registration Number:	4672794	CHLORO PLASMA
Registration Number:	4572275	NO FOUNDATION FOUNDATION FAIR

Property Type	Number	Word Mark
Registration Number:	4661070	HYALO PLASMA
Registration Number:	4638581	NO MAKEUP SKINCARE
Serial Number:	86498453	WEIGHTLESS SUSPENSION TECHNOLOGY
Serial Number:	86510657	COLOR TREATMENT
Serial Number:	86511117	NO HIGHLIGHTER HIGHLIGHTER
Serial Number:	86566817	SERIOUS ABOUT BEAUTY
Serial Number:	86571120	RE:FORM
Serial Number:	86579151	SKIN MEMORY COMPLEX
Serial Number:	86615796	PERRICONE LABORATORIES
Serial Number:	86219266	THE SCIENCE OF YOUTHFUL COLOR
Serial Number:	85844127	NO PRIMER PRIMER
Serial Number:	86247146	MASTER THE TECHNIQUE. DOT. PRESS. BLEND.
Serial Number:	85842240	FLUID PLASMA

CORRESPONDENCE DATA

Fax Number: 3105572193

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: 310-557-2900

Email: klathrop@proskauer.com

Correspondent Name: PROSKAUER ROSE LLP

Address Line 1: 2049 CENTURY PARK EAST, SUITE 3200

Address Line 2: C/O KIMBERLEY A. LATHROP

Address Line 4: LOS ANGELES, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	54811.016
NAME OF SUBMITTER:	Kimberley A. Lathrop
SIGNATURE:	/Kimberley A. Lathrop/
DATE SIGNED:	06/05/2015

Total Attachments: 6

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Grant of Security Interest in Trademark Rights

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), effective as of June 5, 2015 is made by N.V. PERRICONE LLC, a Delaware limited liability company (the “Grantor”), in favor of THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY, in its capacity as administrative agent (together with its successors and assigns, in such capacity, the “Administrative Agent”) for the benefit of the Secured Parties from time to time party to that certain Credit and Guaranty Agreement, dated as of June 5, 2015 (as may be amended, amended and restated, joined, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among the Grantor and such other Persons joined thereto as a Borrower from time to time (together with the Grantor, each a “Borrower” and, collectively, the “Borrowers”), the Guarantors (as defined therein) from time to time party thereto, the Lenders (as defined therein) from time to time party thereto and the Administrative Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have agreed to make Loans and provide other financial accommodations to the Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Security and Pledge Agreement, dated as of June 5, 2015 (as may be amended, amended and restated, joined, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Administrative Agent for the benefit of the Secured Parties;

WHEREAS, pursuant to the Security Agreement, the Grantor has pledged and granted to the Administrative Agent for the benefit of the Secured Parties, a continuing security interest in all Intellectual Property, including the Trademarks and Trademark Licenses; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to induce the Lenders to make Loans and provide other financial accommodations to the Grantor pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Administrative Agent and the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Security Agreement or Credit Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, and to secure the prompt payment and performance in full when due of all of Grantor's Obligations, a continuing security interest in, and a right to set off against, any and all of their right, title and interest in and to all the Grantor's Trademarks (including, without limitation, those items listed on Schedule A hereto), whether now owned or existing or owned, acquired, or arising hereafter.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Administrative Agent for the benefit of the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Administrative Agent and the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent and the Lenders with respect to the security interest in the Trademarks and Trademark Licenses granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including, without limitation, the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

SECTION 6. Choice of Law, Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving regard to conflict of laws principles.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

N.V. PERRICONE LLC,
a Delaware limited liability company

By: Mary van Praag
Name: Mary van Praag
Title: President and CEO

**THE NORTHWESTERN MUTUAL LIFE
INSURANCE COMPANY**, in its capacity as
Administrative Agent

By: Northwestern Mutual Investment
Management Company, LLC, its
investment adviser

By: 

Name: Mark E. Kishler
Title: Managing Director

SCHEDULE A**U.S. Trademark Registrations and Applications**

Trademark	Serial #	Registration #
NTP COMPLEX	75/387,846	2,315,317
N.V. PERRICONE, M.D. COSMECEUTICALS	75/392,888	2,237,822
THE WRINKLE CURE	75/867,723	2,832,268
THE WRINKLE CURE	78/488,493	3,898,161
DESIGN ONLY (Mortar and Pestle)	86/151,450	4,572,228
THE WRINKLE CURE CLINIC	78/731,279	3,723,811
THE PERRICONE PRESCRIPTION	76/976,381	2,952,811
SKIN & TOTAL BODY	78/355,647	2,935,651
NEUROPEPTIDE FACIAL CONFORMER	78/355,532	3,034,311
THE BRAIN-BEAUTY CONNECTION	78/496,884	3,124,699
THREE-DAY NUTRITIONAL FACE- LIFT	78/496,958	3,160,217
FACE FIRING ACTIVATOR (Principal Register) (2(f) claim)	85/745,374	4,298,314
NEUROPEPTIDE FACIAL CONTOUR	78/601,148	3,085,028
NUTRIENT FACE FORTIFIER	78/785,784	3,260,284
PERRICONEMD, COSMECEUTICALS	77/271,661	3,595,750
SOLAR PROTECTION FOR FACE WITH DMAE	77/301,399	3,500,395
STIMULCELL	77/304,233	3,473,549
PERRICONEMD NUTRICEUTICALS	77/321,500	3,536,219
LIGHT RENEWAL	77/431,872	3,790,708
PERRICONE	77/540,038	4,038,856
PERRICONE	77/540,042	4,063,673
COLD PLASMA	77/535,620	3,670,677
PERRICONE MD	85/401,274	4,115,011
BEAUTY FROM THE INSIDE OUT AND THE OUTSIDE IN	77/576,897	3,664,950
NO FOUNDATION FOUNDATION	77/816,546	3,763,210
PERRICALGAE	77/891,253	3,843,105
Design of Icon with Arrows	85/159,089	4,046,796
BLUE PLASMA	85/227,777	4,254,508
NO MASCARA MASCARA	85/844,147	4,581,040
NO LIPSTICK LIPSTICK	85/844,163	4,598,043
THE CREASE CURE	85/258,122	4,047,075
WHEN DOES A WRINKLE BECOME A CREASE?	85/258,145	4,222,623
STOP YOUR WRINKLES FROM BECOMING CREASES	85/258,168	4,047,076
ACYL-GLUTATHIONE	85/306,855	4,097,355

Trademark	Serial #	Registration #
COLD PLASMA SUB-D	85/337,446	4,067,285
SUB-D	85/337,457	4,067,286
NO CONCEALER CONCEALER	85/436,343	4,165,901
THE SCIENCE OF AGING BEAUTIFULLY	85/527,383	4,339,600
FORMULA 15	85/570,233	4,318,623
FORMULA 15 THE NEXT GENERATION FACE FIRING ACTIVATOR	85/574,259	4,247,503
PHOTO PLASMA	85/665,472	4,404,467
OVM	85/737,398	4,506,470
NO BRONZER BRONZER	85/844,189	4,573,209
THE POWER TREATMENTS	85/861,602	4,534,572
FEED HUNGRY SKIN	85/036,466	3,991,065
FEED HUNGRY SKIN	85/197,399	3,981,667
FEED HUNGRY SKIN WITH THE WORLD'S MOST POWERFUL SUPERFOODS	85/197,550	3,985,834
FEED HUNGRY SKIN WITH THE WORLD'S MOST POWERFUL SUPERFOODS	85/197,558	3,981,669
CRINKLE ERASER	85/171,491	4,054,037
DAYLIGHT SAVINGS	85/178,955	4,057,540
NO BLUSH BLUSH	85/938,238	4,577,147
NEURO-OLIGOPEPTIDE COMPLEX	85/941,932	4,672,465
NO FOUNDATION FOUNDATION SERUM	86/031,114	4,577,446
THE LAST STEP IN SKINCARE, THE FIRST STEP IN MAKEUP	86/074,064	4,657,386
CHLORO PLASMA	86/099,118	4,672,794
NO FOUNDATION FOUNDATION FAIR	86/151,983	4,572,275
HYALO PLASMA	86/221,577	4,661,070
NO MAKEUP SKINCARE	86/219,251	4,638,581
WEIGHTLESS SUSPENSION TECHNOLOGY	86,498,453	N/A
COLOR TREATMENT	86,510,657	N/A
NO HIGHLIGHTER HIGHLIGHTER	86,511,117	N/A
SERIOUS ABOUT BEAUTY	86,566,817	N/A
RE:FORM	86,571,120	N/A
SKIN MEMORY COMPLEX	86,579,151	N/A
PERRICONE LABORATORIES	86,615,796	N/A
THE SCIENCE OF YOUTHFUL COLOR	86,219,266	N/A
NO PRIMER PRIMER	85,844,127	N/A
MASTERING THE TECHNIQUE. DOT. PRESS. BLEND.	86,247,146	N/A
FLUID PLASMA	85,842,240	N/A