

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM347107

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Too Faced Cosmetics, LLC		07/07/2015	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	KeyBank National Association
Street Address:	4900 Tiedeman Rd.
Internal Address:	OH-01-49-0114
City:	Brooklyn
State/Country:	OHIO
Postal Code:	44144
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 132

Property Type	Number	Word Mark
Registration Number:	4728951	HANGOVER
Registration Number:	4694482	CHOCOLATE SOLEIL
Registration Number:	4671285	SUN BUNNY
Registration Number:	4581661	GLAMOUR GUIDE
Registration Number:	4581586	OWN YOUR PRETTY
Registration Number:	4561298	MELTED
Registration Number:	4561286	BEAUTY BLOGGER DARLINGS
Registration Number:	4561278	CHOCOLATE BAR
Registration Number:	4556190	BRONZED AMBITION
Registration Number:	4548431	BOUDOIR EYES
Registration Number:	4512425	INSTANT ATTITUDE
Registration Number:	4506623	OWN YOUR PRETTY
Registration Number:	4506622	OWN YOUR PRETTY
Registration Number:	4476305	LA CREME
Registration Number:	4450256	SWEETHEARTS PERFECT FLUSH BLUSH
Registration Number:	4449267	GLITTER GLAZE
Registration Number:	4449064	PRETTY REBEL
Registration Number:	4441496	LIP INJECTION COLOR BOMB

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4415977	BETTER THAN SEX MASCARA
Registration Number:	4401676	AIR BUFFED BB CREME
Registration Number:	4373575	BRONZED AND PORELESS
Registration Number:	4359333	THE SECRET TO NO MAKEUP MAKEUP
Registration Number:	4324571	TOO FACED
Registration Number:	4324570	TOO FACED
Registration Number:	4324526	TOO FACED
Registration Number:	4324432	TOO FACED
Registration Number:	4321973	FLEXISTRETCH
Registration Number:	4318621	THE RETURN OF SEXY
Registration Number:	4303547	NATURAL EYE
Registration Number:	4222884	NATURAL KISS
Registration Number:	4212524	PETITE POUF
Registration Number:	4202467	PERFECT LIPS
Registration Number:	4198118	NATURAL AT NIGHT
Registration Number:	4165604	SHADOW INSURANCE LEMON DROP
Registration Number:	4147881	SUMMER EYE
Registration Number:	4144908	TOO FACED AMAZING FACE
Registration Number:	4118677	TOO FACED
Registration Number:	4117931	PEACH LEOPARD BRIGHTENING & PERFECTING B
Registration Number:	4117855	NATURAL FACE
Registration Number:	4108394	PERFECT EYES
Registration Number:	4108393	EXOTIC COLOR
Registration Number:	4108392	ROYAL OIL
Registration Number:	4099071	TEDDY BEAR HAIR
Registration Number:	4099056	TOO FACED SMOKEY EYE
Registration Number:	4099053	TOO FACED MATTE EYE
Registration Number:	4064422	GLAMOUR DUST
Registration Number:	4064421	FULL BLOOM
Registration Number:	4018301	TOO FACED PRIMED & PORELESS
Registration Number:	3973489	LIQUIF-EYE
Registration Number:	3970132	CARIBBEAN IN A COMPACT
Registration Number:	3970051	THE BRONZED & THE BEAUTIFUL
Registration Number:	3955058	BORDERLINE
Registration Number:	3954945	GLAMOUR TO GO
Registration Number:	3949346	TOO FACED LOVE YOUR SKIN
Registration Number:	3946342	SIZE QUEEN
Registration Number:	3932354	NAKED EYE

Property Type	Number	Word Mark
Registration Number:	3919865	BROW ENVY
Registration Number:	3919527	ROMANTIC EYE
Registration Number:	3917209	ABSOLUTELY FLAWLESS
Registration Number:	3909887	LONG STEMMED LASHES
Registration Number:	3839132	LASHGASM
Registration Number:	3839125	LIP INSURANCE
Registration Number:	3832969	AQUA BUNNY
Registration Number:	3680847	TOO FACED
Registration Number:	3680842	WHY BE PRETTY WHEN YOU CAN BE GORGEOUS
Registration Number:	3636271	TF MIRROR MIRROR GLOSS
Registration Number:	3617113	LASH INJECTION PINPOINT
Registration Number:	3586469	HOLLYWOOD SPECIAL EFFECTS
Registration Number:	3573413	SHADOW INSURANCE
Registration Number:	3536388	LASH INJECTION
Registration Number:	3536381	WRINKLE INJECTION TOO FACED EXTREME WRIN
Registration Number:	3467519	WHY BE PRETTY WHEN YOU CAN BE GORGEOUS?
Registration Number:	3360988	LASH INJECTION
Registration Number:	3326416	WRINKLE INJECTION
Registration Number:	3319291	TANNING BED IN A TUBE
Registration Number:	3235114	GLAMOUR GLOSS
Registration Number:	3020605	
Registration Number:	3020575	LIP INJECTION
Registration Number:	2265543	TOO FACED
Serial Number:	86651027	REBORN
Serial Number:	86643195	BEACH GLOW
Serial Number:	86643161	NATURAL LOVE
Serial Number:	86643150	COCOA POP
Serial Number:	86643118	CANDY POP
Serial Number:	86643106	WHITE CHOCOLATE BAR
Serial Number:	86638430	DAMN, GIRL!
Serial Number:	86630518	BOTTLE OF LIGHT
Serial Number:	86630511	CHOCOLATE SKIN
Serial Number:	86630496	LOVE LINE
Serial Number:	86630480	BEDROOM EYES
Serial Number:	86624433	BETTER THAN FALSE LASHES
Serial Number:	86606918	DEFINITION OF LOVE
Serial Number:	86606908	MR PERFECT
Serial Number:	86606905	LOVE FLUSH

Property Type	Number	Word Mark
Serial Number:	86606900	CHOCOLATE AND PEANUT BUTTER
Serial Number:	86592917	LESSONS FROM THE COUNTER
Serial Number:	86586163	PEANUT BUTTER CUP
Serial Number:	86576837	SHADOW INSURANCE GLITTER GLUE
Serial Number:	86568908	POP & LOCK
Serial Number:	86559872	PEANUT BUTTER AND JELLY
Serial Number:	86559868	PEANUT BUTTER
Serial Number:	86559867	MELTED INK
Serial Number:	86559862	MELTED CHOCOLATE
Serial Number:	86559794	SWEET PEACH
Serial Number:	86532297	MR. BIG
Serial Number:	86524742	MR. RIGHT
Serial Number:	86504870	CANDLELIGHT GLOW
Serial Number:	86444749	BROW WOW WOW
Serial Number:	86424989	GYM BUNNY
Serial Number:	86400748	LOVE FLUSH
Serial Number:	86383063	COCOA CONTOUR CHISELED TO PERFECTION
Serial Number:	86335054	COCOA COMPLEX
Serial Number:	86305621	MELTED GLITTER
Serial Number:	86305600	MELTED GEMS
Serial Number:	86304624	SNOW BUNNY
Serial Number:	86304469	CHOCOLATE BUNNY
Serial Number:	86304438	CHOCODILE
Serial Number:	86296667	MELTED METAL
Serial Number:	86296653	MELTED SHINE
Serial Number:	86296616	THERE SHE GLOWS
Serial Number:	86296571	YOU'RE ONLY YOUNG TWICE
Serial Number:	86296504	DOLL SKIN
Serial Number:	86296361	MELTED GLASS
Serial Number:	86290469	ACTIVE WEAR
Serial Number:	86282516	CHOCOLATE CHIPS
Serial Number:	86255259	#TFNOFILTER SELFIE POWDER
Serial Number:	86247033	SOUL MATES
Serial Number:	86131848	BETTER THAN BROWS
Serial Number:	86019352	BORN THIS WAY
Serial Number:	85761725	LA MATTE
Serial Number:	85640004	BULLETPROOF BROWS
Serial Number:	85605262	BEAUTY EDITOR DARLING

CORRESPONDENCE DATA**Fax Number:** 9194168349*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:** 9192868049**Email:** pto_tmconfirmation@mvalaw.com**Correspondent Name:** Moore & Van Allen PLLC**Address Line 1:** 3015 Carrington Mill Blvd., Suite 400**Address Line 4:** Morrisville, NORTH CAROLINA 27560**ATTORNEY DOCKET NUMBER:** 020445.093**NAME OF SUBMITTER:** John E. Slaughter, III**SIGNATURE:** /jes/**DATE SIGNED:** 07/07/2015**Total Attachments: 10**

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of July 7, 2015 (the "**Agreement**"), between Too Faced Cosmetics, LLC, a Delaware limited liability company ("**Grantor**"), and KeyBank National Association, as administrative agent and collateral agent for the Secured Parties (in such capacity, the "**Administrative Agent**").

RECITALS

- (A) Too Faced Cosmetics Intermediate Holdings, LLC, a Delaware limited liability company ("**Holdings**"), Grantor, the financial institutions party thereto as lenders (each individually referred to as a "**Lender**" and collectively as "**Lenders**"), Administrative Agent and the other parties thereto are parties to a Credit Agreement dated as of July 7, 2015 (as amended, restated, supplemented or otherwise modified from time to time in accordance with its terms, the "**Credit Agreement**").
- (B) Grantor is party to a Pledge and Security Agreement, dated as of July 7, 2015 in favor of the Administrative Agent (as it may from time to time be amended, restated, supplemented or otherwise modified in accordance with its terms, the "**Pledge and Security Agreement**"), pursuant to which the Grantor is required to execute and deliver this Agreement.
- (C) In consideration of the conditions and agreements set forth in the Credit Agreement, the Pledge and Security Agreement and this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1 Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2 Grant of Security Interest in Intellectual Property Collateral

As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration or otherwise, including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code) of all Obligations (as defined in the Credit Agreement) other than, in respect of Grantor, Excluded Assets of Grantor, Grantor hereby pledges and grants to the Administrative Agent, for its benefit and for the benefit of the Secured Parties, a continuing security interest in and Lien on all of its right, title and interest in, to and under all Intellectual Property Collateral (as defined below), whether now owned or hereafter acquired or existing and wherever located.

"**Intellectual Property Collateral**" means Grantor's right, title and interest in, to and under all of the following property (other than any Excluded Assets):

- (a) all Copyrights owned by Grantor, including those referred to on Schedule I hereto;
- (b) all Patents owned by Grantor, including those referred to on Schedule II hereto;
- (c) all Trademarks owned by Grantor, including those referred to on Schedule III hereto;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark owned by Grantor;

(e) all reissues, continuations or extensions of the foregoing; and

(f) all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement or, if applicable, dilution of any Copyright, Patent or Trademark, or injury to the goodwill associated with any Trademark.

SECTION 3 Certain Exclusions

Notwithstanding anything herein to the contrary, in no event will the Intellectual Property Collateral include and Grantor will not be deemed to have granted a Security Interest in any of its right, title or interest in any Excluded Assets, including any "intent-to-use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of the Lanham Act has been filed, to the extent, if any, that any assignment of an "intent-to-use" application prior to such filing would violate the Lanham Act.

SECTION 4 Pledge and Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Pledge and Security Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest granted by them in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement. To the extent applicable for purposes of this Agreement, the terms and provisions of the Pledge and Security Agreement are incorporated by reference herein. To the extent there is any conflict or inconsistency between the terms of this Agreement and the Pledge and Security Agreement, the Pledge and Security Agreement shall control.

SECTION 5 Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER ARE GOVERNED BY, AND WILL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK), WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES TO THE EXTENT THEY WOULD REQUIRE THE APPLICATION OF THE LAWS OF A DIFFERENT JURISDICTION.

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IN WITNESS WHEREOF, Grantor has caused this Intellectual Property Security Agreement to be duly executed and delivered by their respective officers or representatives thereunto duly authorized as of the date first written above.

TOO FACED COSMETICS, LLC,
as Grantor.

By: _____

Name: Jeremy Johnson

Title: Chief Executive Officer

TOO FACED COSMETICS, LLC
INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK
REEL: 005571 FRAME: 0062

ACCEPTED AND AGREED:

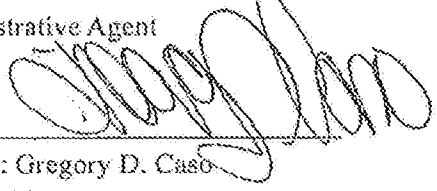
KEYBANK NATIONAL ASSOCIATION,

as Administrative Agent

By: _____

Name: Gregory D. Caso

Title: SVP

A handwritten signature in black ink, appearing to read 'Gregory D. Caso', is written over a horizontal line. The signature is cursive and somewhat stylized.

TOO FACED COSMETICS, LLC
INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK
REEL: 005571 FRAME: 0063

SCHEDULE I TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT

Too Faced Cosmetics, LLC
(Delaware Limited Liability Company)

U.S. Copyrights

Registered Copyrights

Title	Reg. No.	Reg. Date
[ENVY]	VA0000851298	12/22/1997
Front of palette et al.	VA0001775883	4/21/2011
Glamour to Go Dream Edition.	VA0001839904	8/1/2011
Interior of Palette, et al.	VA0001746995	11/23/2010
Interior of Palette, et al.	VA0001746987	11/23/2010
Too Faced Beautiful Dreamer.	VA0001782029	7/14/2011
Too Faced In Your Dreams.	VA0001839903	8/1/2011
Too Faced Matte Eye.	VA0001839901	8/1/2011
Too Faced Natural Eye Palette.	VA0001745839	11/15/2010
Too Faced Shadow Brushes.	VA0001783667	7/14/2011
Too Faced Sweet Dreams.	VA0001783665	7/14/2011
Chocolate Bar.	VA0001917210	8/14/2014
Envy Dot Logo.	VA0001902220	4/18/2014
Few of my Favorite Things.	VA0001863028	3/4/2013
[Jingle All the Way]	VA0001860469	4/5/2013
The Little Leopard Book of Cat Eyes.	TXu001912543	6/12/2014
SWEETHEARTS PERFECT FLUSH BLUSH.	VA0001917219	8/14/2014
Too Faced Romantic Eye Palette.	VA0001801839	1/11/2012

SCHEDULE II TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT
U.S. PATENT REGISTRATIONS

None.


SCHEDULE III TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT

**Too Faced Cosmetics, LLC
(Delaware Limited Liability Company)**

U.S. Trademarks

Registered Marks

Mark	Reg. No.	Reg. Date
HANGOVER	4728951	04/28/15
CHOCOLATE SOLEIL	4694482	03/03/15
SUN BUNNY	4671285	01/13/15
GLAMOUR GUIDE	4581661	08/05/14
OWN YOUR PRETTY	4581586	08/05/14
MELTED	4561298	07/01/14
BEAUTY BLOGGER DARLINGS	4561286	07/01/14
CHOCOLATE BAR	4561278	07/01/14
BRONZED AMBITION	4556190	06/24/14
BOUDOIR EYES	4548431	06/10/14
INSTANT ATTITUDE	4512425	04/08/14
OWN YOUR PRETTY	4506623	04/01/14
OWN YOUR PRETTY	4506622	04/01/14
LA CREME	4476305	01/28/14
SWEETHEARTS PERFECT FLUSH BLUSH	4450256	12/17/13
GLITTER GLAZE	4449267	12/10/13
PRETTY REBEL	4449064	12/10/13
LIP INJECTION COLOR BOMB	4441496	11/26/13
BETTER THAN SEX MASCARA	4415977	10/08/13
AIR BUFFED BB CREME	4401676	09/10/13
BRONZED AND PORELESS	4373575	07/23/13
THE SECRET TO NO MAKEUP MAKEUP	4359333	06/25/13
TOO FACED	4324571	04/23/13
TOO FACED	4324570	04/23/13
TOO FACED	4324526	04/23/13
TOO FACED	4324432	04/23/13
FLEXISTRETCH	4321973	04/16/13
THE RETURN OF SEXY	4318621	04/09/13
NATURAL EYE	4303547	03/19/13
NATURAL KISS	4222884	10/09/12
PETITE POUF	4212524	09/25/12
PERFECT LIPS	4202467	09/04/12
NATURAL AT NIGHT	4198118	08/28/12
SHADOW INSURANCE LEMON DROP	4165604	06/26/12
SUMMER EYE	4147881	05/22/12
TOO FACED AMAZING FACE	4144908	05/22/12
TOO FACED (Stylized)	4118677	03/27/12
PEACH LEOPARD BRIGHTENING & PERFECTING BRONZER	4117931	03/27/12
NATURAL FACE	4117855	03/27/12

PERFECT EYES	4108394	03/06/12
EXOTIC COLOR	4108393	03/06/12
ROYAL OIL	4108392	03/06/12
TEDDY BEAR HAIR	4099071	02/14/12
TOO FACED SMOKEY EYE	4099056	02/14/12
TOO FACED MATTE EYE	4099053	02/14/12
GLAMOUR DUST	4064422	11/29/11
FULL BLOOM	4064421	11/29/11
TOO FACED PRIMED & PORELESS	4018301	08/30/11
LIQUIF-EYE	3973489	06/07/11
CARIBBEAN IN A COMPACT	3970132	05/31/11
THE BRONZED & THE BEAUTIFUL	3970051	05/31/11
BORDERLINE	3955058	05/03/11
GLAMOUR TO GO	3954945	05/03/11
TOO FACED LOVE YOUR SKIN	3949346	04/19/11
SIZE QUEEN	3946342	04/12/11
NAKED EYE	3932354	03/15/11
BROW ENVY	3919865	02/15/11
ROMANTIC EYE	3919527	02/15/11
ABSOLUTELY FLAWLESS	3917209	02/08/11
LONG STEMMED LASHES	3909887	01/25/11
LASHGASM	3839132	08/24/10
LIP INSURANCE	3839125	08/24/10
AQUA BUNNY	3832969	08/10/10
TOO FACED	3680847	09/08/09
WHY BE PRETTY WHEN YOU CAN BE GORGEOUS	3680842	09/08/09
TF MIRROR MIRROR GLOSS and Design	3636271	06/09/09
LASH INJECTION PINPOINT	3617113	05/05/09
HOLLYWOOD SPECIAL EFFECTS	3586469	03/10/09
SHADOW INSURANCE	3573413	02/10/09
LASH INJECTION and Design	3536388	11/25/08
WRINKLE INJECTION TOO FACED EXTREME WRINKLE FILLER and Design	3536381	11/25/08
WHY BE PRETTY WHEN YOU CAN BE GORGEOUS?	3467519	07/15/08
LASH INJECTION	3360988	12/25/07
WRINKLE INJECTION	3326416	10/30/07
TANNING BED IN A TUBE	3319291	10/23/07
GLAMOUR GLOSS	3235114	04/24/07
Design Only	3020605	11/29/05
		
LIP INJECTION	3020575	11/29/05
TOO FACED	2265543	07/27/99

Pending Applications

Mark	Appl. No.	Filing Date
REBORN	86651027	06/03/15
BEACH GLOW	86643195	05/27/15

NATURAL LOVE	86643161	05/27/15
COCOA POP	86643150	05/27/15
CANDY POP	86643118	05/27/15
WHITE CHOCOLATE BAR	86643106	05/27/15
DAMN, GIRL!	86638430	05/21/15
BOTTLE OF LIGHT	86630518	05/14/15
CHOCOLATE SKIN	86630511	05/14/15
LOVE LINE	86630496	05/14/15
BEDROOM EYES	86630480	05/14/15
BETTER THAN FALSE LASHES	86624433	05/09/15
DEFINITION OF LOVE	86606918	04/23/15
MR. PERFECT	86606908	04/22/15
LOVE FLUSH	86606905	04/22/15
CHOCOLATE AND PEANUT BUTTER	86606900	04/22/15
LESSONS FROM THE COUNTER	86592917	04/09/15
PEANUT BUTTER CUP	86586163	04/02/15
SHADOW INSURANCE GLITTER GLUE	86576837	03/26/15
POP & LOCK	86568908	03/18/15
PEANUT BUTTER AND JELLY	86559872	03/10/15
PEANUT BUTTER	86559868	03/10/15
MELTED INK	86559867	03/10/15
MELTED CHOCOLATE	86559862	03/10/15
SWEET PEACH	86559794	03/10/15
MR. BIG	86532297	02/11/15
MR. RIGHT	86524742	02/04/15
CANDLELIGHT GLOW	86504870	01/15/15
BROW WOW WOW	86444749	11/04/14
GYM BUNNY	86424989	10/15/14
LOVE FLUSH	86400748	09/19/14
COCOA CONTOUR CHISELED TO PERFECTION	86383063	09/02/14
COCOA COMPLEX	86335054	07/11/14
MELTED GLITTER	86305621	06/10/14
MELTED GEMS	86305600	06/10/14
SNOW BUNNY	86304624	06/09/14
CHOCOLATE BUNNY	86304469	06/09/14
CHOCODILE	86304438	06/09/14
MELTED METAL	86296667	05/30/14
MELTED SHINE	86296653	05/30/14
THERE SHE GLOWS	86296616	05/30/14
YOU'RE ONLY YOUNG TWICE	86296571	05/30/14
DOLL SKIN	86296504	05/30/14
MELTED GLASS	86296361	05/30/14
ACTIVE WEAR	86290469	05/23/14
CHOCOLATE CHIPS	86282516	05/15/14
#TFNOFILTER SELFIE POWDER	86255259	04/17/14
SOUL MATES	86247033	04/09/14
BETTER THAN BROWS	86131848	11/29/13
BORN THIS WAY	86019352	07/25/13
LA MATTE	85761725	10/23/12
BULLETPROOF BROWS	85640004	05/31/12

BEAUTY EDITOR DARLING	85605262	04/23/12
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RECORDED: 07/07/2015

**TRADEMARK
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