

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM354508

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Rodan & Fields, LLC		09/08/2015	LIMITED LIABILITY COMPANY: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CITIBANK, N.A.		
<b>Street Address:</b>	One Sansome Street		
<b>City:</b>	San Francisco		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94104		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 20</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4748086	BELIEVE IN MORE. EMPOWER CHANGE.	
<b>Registration Number:</b>	4748085	PRESCRIPTION FOR CHANGE	
<b>Registration Number:</b>	4713237	DOC-SMART	
<b>Registration Number:</b>	4165958		
<b>Registration Number:</b>	3214045	MULTI-MED	
<b>Registration Number:</b>	3234397	RODAN + FIELDS ESSENTIALS	
<b>Registration Number:</b>	3165883	RODAN + FIELDS	
<b>Registration Number:</b>	3841995	RODAN + FIELDS ENHANCEMENTS	
<b>Registration Number:</b>	3750311	PRESCRIPTION FOR CHANGE	
<b>Registration Number:</b>	2762612	RF	
<b>Registration Number:</b>	2371069	RODAN & FIELDS	
<b>Registration Number:</b>	2372867	RODAN & FIELDS	
<b>Serial Number:</b>	86669619	REDEFINE ACUTE CARE	
<b>Serial Number:</b>	86611549	R+F	
<b>Serial Number:</b>	86611373	DECIDE TODAY HOW TOMORROW LOOKS	
<b>Serial Number:</b>	86298311	RODAN + FIELDS	
<b>Serial Number:</b>	86669624	RODAN + FIELDS REDEFINE ACUTE CARE	
<b>Serial Number:</b>	86250645	ACUTE CARE	
<b>Serial Number:</b>	86397902	DOC-SMART	

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	85706767	DOC-SMART

**CORRESPONDENCE DATA**

**Fax Number:** 8586385130  
*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:** 858-677-1400  
**Email:** susan.reynholds@dlapiper.com  
**Correspondent Name:** DLA Piper LLP (US)  
**Address Line 1:** 4365 Executive Drive, Suite 1100  
**Address Line 4:** San Diego, CALIFORNIA 92121

<b>ATTORNEY DOCKET NUMBER:</b>	383412-20
<b>NAME OF SUBMITTER:</b>	Troy Zander
<b>SIGNATURE:</b>	/s/ Troy Zander
<b>DATE SIGNED:</b>	09/09/2015

**Total Attachments: 85**  
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## SECURITY AGREEMENT

**THIS SECURITY AGREEMENT** (as it may be amended or modified from time to time, the “**Security Agreement**”) is entered into as of September 8, 2015 by and between RODAN & FIELDS, LLC, a California limited liability company (the “**Grantor**”), and CITIBANK, N.A., in its capacity as collateral agent (the “**Collateral Agent**”) for the Secured Parties.

### RECITALS

The Grantor, Citibank, N.A., as the Administrative Agent and the Collateral Agent, the other Loan Parties and certain of the Secured Parties are entering into a Credit Agreement dated as of September 8, 2015 (as it may be amended or modified from time to time, the “**Credit Agreement**”). The Grantor is entering into this Security Agreement in order to induce the Secured Parties to make certain financial accommodations to the Loan Parties including entering into and extending credit to the Grantor under the Credit Agreement.

**ACCORDINGLY**, the Grantor and the Collateral Agent, on behalf of the Secured Parties, hereby agree as follows:

### ARTICLE I

#### DEFINITIONS

1.1 **Terms Defined in Credit Agreement.** All capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement.

1.2 **Terms Defined in UCC.** Terms defined in the UCC which are not otherwise defined in this Security Agreement are used herein as defined in the UCC.

1.3 **Definitions of Certain Terms Used Herein.** As used in this Security Agreement, in addition to the terms defined in the first paragraph hereof and in the Preliminary Statement, the following terms shall have the following meanings:

“**Account Debtor**” is any Person obligated on an Account.

“**Accounts**” shall have the meaning set forth in Article 9 of the UCC.

“**Article**” means a numbered article of this Security Agreement, unless another document is specifically referenced.

“**Assigned Contracts**” means, collectively, all of the Grantor's rights and remedies under, and all moneys and claims for money due or to become due to the Grantor under those contracts set forth on Exhibit J hereto, and any other material contracts, and any and all amendments, supplements, extensions, and renewals thereof including all rights and claims of the Grantor now or hereafter existing: (a) under any insurance, indemnities, warranties, and

guarantees provided for or arising out of or in connection with any of the foregoing agreements; (b) for any damages arising out of or for breach or default under or in connection with any of the foregoing contracts; (c) to all other amounts from time to time paid or payable under or in connection with any of the foregoing agreements; or (d) to exercise or enforce any and all covenants, remedies, powers and privileges thereunder.

“**Chattel Paper**” shall have the meaning set forth in Article 9 of the UCC.

“**Closing Date**” means the date of the Credit Agreement.

“**Collateral**” shall have the meaning set forth in Article II.

“**Collateral Access Agreement**” means any collateral access agreement, landlord waiver or other agreement, in form and substance satisfactory to the Collateral Agent, between the Collateral Agent and any third party (including any bailee, consignee, customs broker, or other similar Person) in possession of any Collateral or any landlord of any real property where any Collateral is located, as such landlord waiver or other agreement may be amended, restated, or otherwise modified from time to time.

“**Collateral Report**” means any certificate, report or other document delivered by the Grantor to the Collateral Agent or any Secured Party with respect to the Collateral pursuant to any Loan Document.

“**Commercial Tort Claims**” shall have the meaning set forth in Article 9 of the UCC, and includes those commercial tort claims of the Grantor set forth on Exhibit K hereto

“**Control**” shall have the meaning set forth in Article 8 or, if applicable, in Section 9-104, 9-105, 9-106 or 9-107 of Article 9 of the UCC.

“**Copyrights**” means, with respect to any Person, all of such Person's right, title, and interest in and to the following: (a) all copyrights, rights and interests in copyrights, works protectable by copyright, copyright registrations, and copyright applications; (b) all renewals of any of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due and/or payable under any of the foregoing, including, without limitation, damages or payments for past or future infringements for any of the foregoing; (d) the right to sue for past, present, and future infringements of any of the foregoing; and (e) all rights corresponding to any of the foregoing throughout the world.

“**Deposit Account Control Agreement**” means an agreement, in form and substance satisfactory to the Collateral Agent, among any Loan Party, a banking institution holding such Loan Party's funds, and the Collateral Agent with respect to collection and control of all deposits and balances held in a deposit account maintained by such Loan Party with such banking institution.

“**Deposit Accounts**” shall have the meaning set forth in Article 9 of the UCC.

“**Documents**” shall have the meaning set forth in Article 9 of the UCC.

“**Equipment**” shall have the meaning set forth in Article 9 of the UCC.

“**Event of Default**” means an event described in Section 5.1.

“**Exhibit**” refers to a specific exhibit to this Security Agreement, unless another document is specifically referenced.

“**Fixtures**” shall have the meaning set forth in Article 9 of the UCC.

“**General Intangibles**” shall have the meaning set forth in Article 9 of the UCC.

“**Goods**” shall have the meaning set forth in Article 9 of the UCC.

“**Instruments**” shall have the meaning set forth in Article 9 of the UCC.

“**Inventory**” shall have the meaning set forth in Article 9 of the UCC.

“**Investment Property**” shall have the meaning set forth in Article 9 of the UCC.

“**Letter-of-Credit Rights**” shall have the meaning set forth in Article 9 of the UCC.

“**Licenses**” means, with respect to any Person, all of such Person's right, title, and interest in and to (a) any and all licensing agreements or similar arrangements in and to its Patents, Copyrights, or Trademarks, (b) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future breaches thereof, and (c) all rights to sue for past, present, and future breaches thereof.

“**Patents**” means, with respect to any Person, all of such Person's right, title, and interest in and to: (a) any and all patents and patent applications; (b) all inventions and improvements described and claimed therein; (c) all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof; (d) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements thereof; and (f) all rights corresponding to any of the foregoing throughout the world.

“**Permitted Encumbrances**” means Liens permitted under the Credit Agreement.

“**Pledged Collateral**” means all Instruments, Securities and other Investment Property of the Grantor, whether or not physically delivered to the Collateral Agent pursuant to this Security Agreement.

“**Receivables**” means the Accounts, Chattel Paper, Documents, Investment Property, Instruments and any other rights or claims to receive money which are General Intangibles or which are otherwise included as Collateral.

“**Section**” means a numbered section of this Security Agreement, unless another document is specifically referenced.

“**Security**” shall have the meaning set forth in Article 8 of the UCC.

“**Stock Rights**” means all dividends, instruments or other distributions and any other right or property which the Grantor shall receive or shall become entitled to receive for any reason whatsoever with respect to, in substitution for or in exchange for any Equity Interest constituting Collateral, any right to receive an Equity Interest and any right to receive earnings, in which the Grantor now has or hereafter acquires any right, issued by an issuer of such Equity Interest.

“**Supporting Obligations**” shall have the meaning set forth in Article 9 of the UCC.

“**Trademarks**” means, with respect to any Person, all of such Person's right, title, and interest in and to the following: (a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing; (b) all licenses of the foregoing, whether as licensee or licensor; (c) all renewals of the foregoing; (d) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (f) all rights corresponding to any of the foregoing throughout the world.

“**UCC**” means the Uniform Commercial Code, as in effect from time to time, of the State of New York or of any other state the laws of which are required as a result thereof to be applied in connection with the attachment, perfection or priority of, or remedies with respect to, Collateral Agent's or any Secured Party's Lien on any Collateral.

The foregoing definitions shall be equally applicable to both the singular and plural forms of the defined terms.

## **ARTICLE II**

### **GRANT OF SECURITY INTEREST**

The Grantor hereby pledges, assigns and grants to the Collateral Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under all personal property and other assets, whether now owned by or owing to, or hereafter acquired by or arising in favor of the Grantor (including under any trade name or derivations thereof), and whether owned or consigned by or to, or leased from or to, the Grantor, and regardless of where located (all of which will be collectively referred to as the “**Collateral**”), including:

- (i) all Accounts;
- (ii) all Chattel Paper;



- (iii) all Copyrights, Patents and Trademarks;
- (iv) all Documents;
- (v) all Equipment;
- (vi) all Fixtures;
- (vii) all General Intangibles;
- (viii) all Goods;
- (ix) all Instruments;
- (x) all Inventory;
- (xi) all Investment Property;
- (xii) all cash or cash equivalents;
- (xiii) all letters of credit, Letter-of-Credit Rights and Supporting Obligations;
- (xiv) all Deposit Accounts with any bank or other financial institution;
- (xv) all Commercial Tort Claims;
- (xvi) all Assigned Contracts;
- (xvii) all accessions to, substitutions for and replacements, proceeds (including Stock Rights), insurance proceeds and products of the foregoing, together with all books and records, customer lists, credit files, computer files, programs, printouts and other computer materials and records related thereto and any General Intangibles at any time evidencing or relating to any of the foregoing;
- (xviii) all books and records (including, without limitation, customer lists, credit files, printouts and other computer output materials and records) of such Grantor pertaining to any of the Collateral;
- (xix) all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral (including, without limitation, proceeds, collateral and supporting obligations that constitute property of the types described in clauses (i) through (xvii) of the foregoing) and, to the extent not otherwise included, all (A) payments under insurance (whether or not the Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Collateral, and (B) cash; and

(xx) all other personal property of any kind, whether now owned or hereafter acquired;

to secure the prompt and complete payment and performance of the Secured Obligations.

Notwithstanding anything to the contrary in this Agreement, this Agreement shall not constitute a grant of a security interest in (i) any general intangible or any contract or agreement to which a Grantor is a party or any of its rights or interests thereunder (and any such general intangible or other contract or agreement or any of the Grantor's rights or interests thereunder shall not be deemed "Collateral" for any purpose hereunder) if and for so long as the grant of such security interest shall constitute or result in (a) the abandonment, invalidation or unenforceability of any right, title or interest of the Grantor therein, (b) a violation of a valid and enforceable restriction in respect of such general intangible, investment property or other such rights in favor of a third party or under any law, regulation, permit, order or decree of any Governmental Authority, unless and until all required material consents shall have been obtained or (c) a breach or termination (or result in any party thereto having the right to terminate) pursuant to the terms of, or a default under, any such contract, lease, instrument, permit, franchise, license or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC or any other applicable law or principles of equity); *provided, however*, that such security interest shall attach immediately (and any such general intangible or other contract or agreement or any of the Grantor's rights or interests thereunder shall be immediately deemed "Collateral" for all purposes of this Agreement) at such time as the condition causing such abandonment, invalidation, unenforceability or breach or termination, as the case may be, shall be remedied and, to the extent severable, shall attach immediately to any portion of such contract, lease, instrument, permit, franchise or agreement that does not result in any of the consequences specified in the immediately preceding clause (a), (b) or (c) including, without limitation, any proceeds of such contract, lease, instrument, permit, franchise or agreement, (ii) with respect to any first-tier Foreign Subsidiary, the Collateral shall only extend to 65% of Equity Interests entitled to vote (within the meaning of Treas. Reg. Section 1.956-2(c)(2)) owned by Grantor of such first-tier Foreign Subsidiary, and (iii) the Collateral shall not include any property now owned or hereafter acquired by the Grantor that is subject to a purchase money Lien or capital lease as permitted under Section 7.01 of the Credit Agreement if the contractual obligation pursuant to which such Lien is granted (or documentation providing for such purchase money Lien or capital lease) prohibits the creation by the Grant of a Lien in favor of the Collateral Agent.

### ARTICLE III

#### REPRESENTATIONS AND WARRANTIES

The Grantor represents and warrants to the Collateral Agent and the Secured Parties that:

3.1 **Title, Perfection and Priority.** The Grantor has good and valid rights in or the power to transfer the Collateral and title to the Collateral with respect to which it has purported to grant a security interest hereunder, free and clear of all Liens except for Liens permitted under Section 4.1(e), and has full power and authority to grant to the Collateral Agent the security interest in the Collateral pursuant hereto. When financing statements have been filed in the

appropriate offices against the Grantor in the locations listed on Exhibit H, the Collateral Agent will have a fully perfected first priority security interest in that Collateral in which a security interest may be perfected by filing, subject only to Liens permitted under Section 4.1(e).

3.2 **Type and Jurisdiction of Organization, Organizational and Identification Numbers.** The type of entity of the Grantor, its state of organization, the organizational number issued to it by its state of organization and its federal employer identification number are set forth on Exhibit A.

3.3 **Principal Location.** The Grantor's mailing address, which shall be its address for notices and other communications provided for herein and the location of its place of business (if it has only one) or its chief executive office (if it has more than one place of business), is disclosed in Exhibit A; the Grantor has no other places of business except those set forth in Exhibit A.

3.4 **Collateral Locations.** Except for Inventory in transit, all of Grantor's locations where Collateral is located are listed on Exhibit A. All of said locations are owned by the Grantor except for locations (i) which are leased by the Grantor as lessee and designated in Part VII(b) of Exhibit A and (ii) at which Inventory is held in a public warehouse or is otherwise held by a bailee or on consignment as designated in Part VII(c) of Exhibit A.

3.5 **Deposit Accounts.** All of the Grantor's Deposit Accounts are listed on Exhibit B.

3.6 **Exact Names.** The Grantor's name in which it has executed this Security Agreement is the exact name as it appears in the Grantor's organizational documents, as amended, as filed with the Grantor's jurisdiction of organization. The Grantor has not, during the past five years, been known by or used any other corporate or fictitious name, or been a party to any merger or consolidation, or been a party to any acquisition.

3.7 **Letter-of-Credit Rights and Chattel Paper.** Exhibit C lists all Letter-of-Credit Rights and Chattel Paper of the Grantor. All action by the Grantor necessary or desirable to protect and perfect the Collateral Agent's Lien on each item listed on Exhibit C (including the delivery of all originals and the placement of a legend on all Chattel Paper as required hereunder) has been duly taken. The Collateral Agent will have a fully perfected first priority security interest in the Collateral listed on Exhibit C, subject only to Liens permitted under Section 4.1(e).

3.8 **Accounts and Chattel Paper.**

(a) The names of the obligors, amounts owing, due dates and other information with respect to the Accounts and Chattel Paper are and will be correctly stated in all records of the Grantor relating thereto and in all invoices and Collateral Reports with respect thereto furnished to the Collateral Agent by the Grantor from time to time. As of the time when each Account or each item of Chattel Paper arises, the Grantor shall be deemed to have represented and warranted that such Account or Chattel Paper, as the case may be, and all records relating thereto, are genuine and in all respects what they purport to be.

(b) With respect to Accounts: all Accounts represent bona fide sales of Inventory or rendering of services to Account Debtors in the ordinary course of the Grantor's business and are not evidenced by a judgment, Instrument or Chattel Paper; there are no setoffs, claims or disputes existing or asserted with respect thereto and the Grantor has not made any agreement with any Account Debtor for any extension of time for the payment thereof, any compromise or settlement for less than the full amount thereof, any release of any Account Debtor from liability therefor, or any deduction therefrom except a discount or allowance allowed by the Grantor in the ordinary course of its business for prompt payment and disclosed to the Collateral Agent; to Grantor's knowledge, there are no facts, events or occurrences which in any way impair the validity or enforceability thereof or could reasonably be expected to reduce the amount payable thereunder as shown on the Grantor's books and records and any invoices, statements and Collateral Reports with respect thereto; the Grantor has not received any notice of proceedings or actions which are threatened or pending against any Account Debtor which might result in any adverse change in such Account Debtor's financial condition; and the Grantor has no knowledge that any Account Debtor has become insolvent or is generally unable to pay its debts as they become due.

3.9 **Inventory.** With respect to any Inventory: (a) such Inventory (other than Inventory in transit) is located at one of the Grantor's locations set forth on Exhibit A, (b) no Inventory (other than Inventory in transit) is now, or shall at any time or times hereafter be stored at any other location except as permitted by Section 4.1(g), (c) the Grantor has good, indefeasible and merchantable title to such Inventory and such Inventory is not subject to any Lien or security interest or document whatsoever except for the security interest granted to the Collateral Agent hereunder, for the benefit of the Collateral Agent and Secured Parties, and Permitted Encumbrances, (d) such Inventory is of good and merchantable quality, free from any defects, (e) such Inventory is not subject to any licensing, patent, royalty, trademark, trade name or copyright agreements with any third parties which would require any consent of any third party upon sale or disposition of that Inventory or the payment of any monies to any third party upon such sale or other disposition, (f) such Inventory has been produced in accordance with the Federal Fair Labor Standards Act of 1938, as amended, and all rules, regulations and orders thereunder, and (g) the completion of manufacture, sale or other disposition of such Inventory by the Collateral Agent following an Event of Default shall not require the consent of any Person and shall not constitute a breach or default under any contract or agreement to which the Grantor is a party or to which such property is subject.

3.10 **Intellectual Property.** The Grantor does not have any interest in, or title to, any Patent, Trademark or Copyright except as set forth in Exhibit D. This Security Agreement is effective to create a valid and continuing Lien and, upon filing of appropriate financing statements in the offices listed on Exhibit H and this Security Agreement with the United States Copyright Office and the United States Patent and Trademark Office, fully perfected first priority security interests in favor of the Collateral Agent on the Grantor's Patents, Trademarks and Copyrights, such perfected security interests are enforceable as such as against any and all creditors of and purchasers from the Grantor; and all action necessary or desirable to protect and perfect the Collateral Agent's Lien on the Grantor's Patents, Trademarks or Copyrights shall have been duly taken.

3.11 **Filing Requirements.** None of the Equipment is covered by any certificate of title, except for the vehicles described in Part I of Exhibit E. None of the Collateral is of a type for which security interests or liens may be perfected by filing under any federal statute except for (a) the vehicles described in Part II of Exhibit E and (b) Patents, Trademarks and Copyrights held by the Grantor and described in Exhibit D. The legal description, county and street address of each property on which any Fixtures are located is set forth in Exhibit F together with the name and address of the record owner of each such property.

3.12 **No Financing Statements, Security Agreements.** No financing statement or security agreement describing all or any portion of the Collateral which has not lapsed or been terminated naming the Grantor as debtor has been filed or is of record in Grantor's jurisdiction of organization except for financing statements or security agreements (a) naming the Collateral Agent on behalf of the Secured Parties as the secured party and (b) in respect to other Permitted Encumbrances.

3.13 **Pledged Collateral.**

(a) Exhibit G sets forth a complete and accurate list of all of the Pledged Collateral. The Grantor is the direct, sole beneficial owner and sole holder of record of the Pledged Collateral listed on Exhibit G as being owned by it, free and clear of any Liens, except for the security interest granted to the Collateral Agent for the benefit of the Secured Parties hereunder and Permitted Encumbrances. The Grantor further represents and warrants that (i) all Pledged Collateral constituting an Equity Interest has been (to the extent such concepts are relevant with respect to such Pledged Collateral) duly authorized, validly issued, are fully paid and non-assessable, (ii) with respect to any certificates delivered to the Collateral Agent representing an Equity Interest, either such certificates are Securities as defined in Article 8 of the UCC as a result of actions by the issuer or otherwise, or, if such certificates are not Securities, the Grantor has so informed the Collateral Agent so that the Collateral Agent may take steps to perfect its security interest therein as a General Intangible, (iii) all Pledged Collateral held by a securities intermediary is covered by a control agreement among the Grantor, the securities intermediary and the Collateral Agent pursuant to which the Collateral Agent has Control and (iv) all Pledged Collateral which represents Indebtedness owed to the Grantor has been duly authorized, authenticated or issued and delivered by the issuer of such Indebtedness, is the legal, valid and binding obligation of such issuer and such issuer is not in default thereunder.

(b) In addition, (i) none of the Pledged Collateral has been issued or transferred in violation of the securities registration, securities disclosure or similar laws of any jurisdiction to which such issuance or transfer may be subject, (ii) no options, warrants, calls or commitments of any character whatsoever (A) exist relating to the Pledged Collateral or (B) obligate the issuer of any Equity Interest included in the Pledged Collateral to issue additional Equity Interests, and (iii) no consent, approval, authorization, or other action by, and no giving of notice, filing with, any governmental authority or any other Person is required for the pledge by the Grantor of the Pledged Collateral pursuant to this Security Agreement or for the execution, delivery and performance of this Security Agreement by the Grantor, or for the exercise by the

Collateral Agent of the voting or other rights provided for in this Security Agreement or for the remedies in respect of the Pledged Collateral pursuant to this Security Agreement, except as may be required in connection with such disposition by laws affecting the offering and sale of securities generally.

(c) Except as set forth in Exhibit G, the Grantor owns one hundred percent (100%) of the issued and outstanding Equity Interests which constitute Pledged Collateral and none of the Pledged Collateral which represents Indebtedness owed to the Grantor is subordinated in right of payment to other Indebtedness or subject to the terms of an indenture.

## ARTICLE IV

### COVENANTS

From the date of this Security Agreement, and thereafter until this Security Agreement is terminated, the Grantor agrees that:

#### 4.1 General.

(a) **Collateral Records.** The Grantor will maintain complete and accurate books and records with respect to the Collateral and furnish to the Collateral Agent with sufficient copies for each of the Secured Parties, such reports relating to the Collateral as the Collateral Agent shall from time to time request.

(b) **Authorization to File Financing Statements; Ratification.** The Grantor hereby authorizes the Collateral Agent to file, and if requested will deliver to the Collateral Agent, all financing statements and other documents and take such other actions as may from time to time be requested by the Collateral Agent in order to maintain a first perfected security interest in and, if applicable, Control of, the Collateral. Any financing statement filed by the Collateral Agent may be filed in any filing office in any UCC jurisdiction and may (i) indicate the Collateral (1) as all assets of the Grantor or words of similar effect, regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the UCC of such jurisdiction, or (2) by any other description which reasonably approximates the description contained in this Security Agreement, and (ii) contain any other information required by part 5 of Article 9 of the UCC for the sufficiency or filing office acceptance of any financing statement or amendment, including (A) whether the Grantor is an organization, the type of organization and any organization identification number issued to the Grantor, and (B) in the case of a financing statement filed as a fixture filing or indicating Collateral as as-extracted collateral or timber to be cut, a sufficient description of real property to which the Collateral relates. The Grantor also agrees to furnish any such information described in the foregoing sentence to the Collateral Agent promptly upon request. The Grantor also ratifies its authorization for the Collateral Agent to have filed in any UCC jurisdiction any initial financing statements or amendments thereto if filed prior to the date hereof.

(c) **Further Assurances.** The Grantor will, if so requested by the Collateral Agent, furnish to the Collateral Agent, as often as the Collateral Agent requests, statements and schedules further identifying and describing the Collateral and such other reports and information in connection with the Collateral as the Collateral Agent may reasonably request, all in such detail as the Collateral Agent may specify. The Grantor also agrees to take any and all actions necessary to defend title to the Collateral against all persons and to defend the security interest of the Collateral Agent in the Collateral and the priority thereof against any Lien not expressly permitted hereunder.

(d) **Disposition of Collateral.** The Grantor will not sell, lease or otherwise dispose of the Collateral except for dispositions specifically permitted pursuant to the Credit Agreement.

(e) **Liens.** The Grantor will not create, incur, or suffer to exist any Lien on the Collateral except (i) the security interest created by this Security Agreement, and (ii) other Permitted Encumbrances.

(f) **Other Financing Statements.** The Grantor will not authorize the filing of any financing statement naming it as debtor covering all or any portion of the Collateral, except for financing statements (i) naming the Collateral Agent, for the ratable benefit of the Secured Parties as the secured party, and (ii) in respect to other Permitted Encumbrances. The Grantor acknowledges that it is not authorized to file any financing statement or amendment or termination statement with respect to any financing statement without the prior written consent of the Collateral Agent, subject to the Grantor's rights under Section 9-509(d)(2) of the UCC.

(g) **Locations.** The Grantor will not (i) maintain any Collateral (except for in transit Inventory and other Collateral with a value not in excess of \$250,000 in the aggregate) at any location other than those locations listed on Exhibit A (or such other locations as are subsequently approved pursuant to clause (ii)), (ii) otherwise change, or add to, such locations without the Collateral Agent's prior written consent (and if the Collateral Agent gives such consent, the Grantor will concurrently therewith obtain a Collateral Access Agreement for each such location to the extent required by the Credit Agreement), or (iii) change its principal place of business or chief executive office from the location identified on Exhibit A, other than as permitted by the Credit Agreement.

(h) **Compliance with Terms.** The Grantor will perform and comply with all obligations in respect of the Collateral and all agreements to which it is a party or by which it is bound relating to the Collateral.

#### 4.2 **Receivables.**

(a) **Certain Agreements on Receivables.** The Grantor will not make or agree to make any discount, credit, rebate or other reduction in the original amount owing on a Receivable or accept in satisfaction of a Receivable less than the original amount thereof, except that, prior to the occurrence of an Event of Default, the Grantor may

reduce the amount of Accounts arising from the sale of Inventory in accordance with its present policies and in the ordinary course of business.

(b) **Collection of Receivables.** Except as otherwise provided in this Security Agreement, the Grantor will collect and enforce, at the Grantor's sole expense, all amounts due or hereafter due to the Grantor under the Receivables.

(c) **Electronic Chattel Paper.** The Grantor shall take all steps necessary to grant the Collateral Agent Control of all electronic chattel paper in accordance with the UCC and all “transferable records” as defined in each of the Uniform Electronic Transactions Act and the Electronic Signatures in Global and National Commerce Act.

#### 4.3 **Inventory and Equipment.**

(a) **Maintenance of Goods.** The Grantor will do all things necessary to maintain, preserve, protect and keep the Inventory and the Equipment in good repair and working and saleable condition, except for damaged or defective goods arising in the ordinary course of the Grantor's business and except for ordinary wear and tear in respect of the Equipment.

(b) **Equipment.** The Grantor shall promptly inform the Collateral Agent of any additions to or deletions from the Equipment which individually exceed Two Hundred Fifty Thousand Dollars (\$250,000). The Grantor shall not permit any Equipment to become a fixture with respect to real property or to become an accession with respect to other personal property with respect to which real or personal property the Collateral Agent does not have a Lien. The Grantor will not, without the Collateral Agent's prior written consent, alter or remove any identifying symbol or number on any of the Grantor's Equipment constituting Collateral.

4.4 **Delivery of Instruments, Securities, Chattel Paper and Documents.** The Grantor will (a) deliver or cause to be delivered to the Collateral Agent promptly upon execution of this Security Agreement the originals of all Chattel Paper, Securities (including the Pledged Collateral) and Instruments constituting Collateral (if any then exist), (b) hold in trust for the Collateral Agent upon receipt and immediately thereafter deliver to the Collateral Agent any Chattel Paper, Securities and Instruments constituting Collateral, (c) upon the Collateral Agent's request, deliver to the Collateral Agent (and thereafter hold in trust for the Collateral Agent upon receipt and immediately deliver to the Collateral Agent) any Document evidencing or constituting Collateral and (d) promptly upon the Collateral Agent's request, deliver to the Collateral Agent a duly executed amendment to this Security Agreement, in the form of Exhibit I hereto (the “**Amendment**”), pursuant to which the Grantor will pledge such additional Collateral. The Grantor hereby authorizes the Collateral Agent to attach each Amendment to this Security Agreement and agrees that all additional Collateral set forth in such Amendments shall be considered to be part of the Collateral.

4.5 **Uncertificated Pledged Collateral.** The Grantor will permit the Collateral Agent from time to time to cause the appropriate issuers (and, if held with a securities intermediary, such securities intermediary) of uncertificated securities or other types of Pledged Collateral not



represented by certificates to mark their books and records with the numbers and face amounts of all such uncertificated securities or other types of Pledged Collateral not represented by certificates and all rollovers and replacements therefor to reflect the Lien of the Collateral Agent granted pursuant to this Security Agreement. The Grantor will take any actions necessary to cause (a) the issuers of uncertificated securities which are Pledged Collateral and (b) any securities intermediary which is the holder of any Pledged Collateral, to cause the Collateral Agent to have and retain Control over such Pledged Collateral. Without limiting the foregoing, the Grantor will, with respect to Pledged Collateral held with a securities intermediary, cause such securities intermediary to enter into a control agreement with the Collateral Agent, in form and substance satisfactory to the Collateral Agent, giving the Collateral Agent Control.

#### 4.6 **Pledged Collateral.**

(a) **Changes in Capital Structure of Issuers.** Except as permitted by Section 7.04 of the Credit Agreement, the Grantor will not (i) permit or suffer any issuer of an Equity Interest constituting Pledged Collateral to dissolve, merge, liquidate, retire any of its Equity Interests or other Instruments or Securities evidencing ownership, reduce its capital, sell or encumber all or substantially all of its assets (except for Permitted Encumbrances and sales of assets permitted pursuant to Section 4.1(d)) or merge or consolidate with any other entity, or (ii) vote any Pledged Collateral in favor of any of the foregoing.

(b) **Issuance of Additional Securities.** The Grantor will not permit or suffer the issuer of an Equity Interest constituting Pledged Collateral to issue additional Equity Interests, any right to receive the same or any right to receive earnings, except to the Grantor.

(c) **Registration of Pledged Collateral.** The Grantor will permit any registerable Pledged Collateral to be registered in the name of the Collateral Agent or its nominee at any time at the option of the Required Lenders.

(d) **Exercise of Rights in Pledged Collateral.**

(i) Without in any way limiting the foregoing and subject to clause (ii) below, the Grantor shall have the right to exercise all voting rights or other rights relating to the Pledged Collateral for all purposes not inconsistent with this Security Agreement, the Credit Agreement or any other Loan Document; *provided however, that* no vote or other right shall be exercised or action taken which would have the effect of impairing the rights of the Collateral Agent in respect of the Pledged Collateral.

(ii) The Grantor will permit the Collateral Agent or its nominee at any time after the occurrence of an Event of Default, without notice, to exercise all voting rights or other rights relating to the Pledged Collateral, including, without limitation, exchange, subscription or any other rights, privileges, or options pertaining to any Equity Interest or Investment Property constituting Pledged Collateral as if it were the absolute owner thereof.

(iii) The Grantor shall be entitled to collect and receive for its own use all cash dividends and interest paid in respect of the Pledged Collateral to the extent not in violation of the Credit Agreement provided that any and all: (A) dividends and interest paid or payable other than in cash in respect of any Pledged Collateral, and instruments and other property received, receivable or otherwise distributed in respect of, or in exchange for, any Pledged Collateral; (B) dividends and other distributions paid or payable in cash in respect of any Pledged Collateral in connection with a partial or total liquidation or dissolution or in connection with a reduction of capital, capital surplus or paid-in capital of an issuer; and (C) cash paid, payable or otherwise distributed, in respect of principal of, or in redemption of, or in exchange for, any Pledged Collateral; shall be delivered to the Collateral Agent to hold as Pledged Collateral and shall, if received by the Grantor, be received in trust for the benefit of the Collateral Agent, be segregated from the other property or funds of the Grantor, and be forthwith delivered to the Collateral Agent as Pledged Collateral in the same form as so received (with any necessary endorsement).

#### 4.7 **Intellectual Property.**

(a) The Grantor will use its best efforts to secure all consents and approvals necessary or appropriate for the assignment to or benefit of the Collateral Agent of any License held by the Grantor and to enforce the security interests granted hereunder.

(b) The Grantor shall notify the Collateral Agent immediately if it knows or has reason to know that any application or registration relating to any Patent, Trademark or Copyright (now or hereafter existing) may become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding the Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(c) Grantor shall give Agent prompt written notice of the filing of any application for the registration of any Patent or Trademark with the United States Patent and Trademark Office or any similar office or agency, and shall give Agent prior written notice before filing any application for the registration of any Copyright with the United States Copyright Office, and, upon request of the Collateral Agent, the Grantor shall execute and deliver any and all security agreements as the Collateral Agent may request to evidence the Collateral Agent's first priority security interest on such Patent, Trademark or Copyright, and the General Intangibles of the Grantor relating thereto or represented thereby.

(d) The Grantor shall take all actions necessary or requested by the Collateral Agent to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the Patents, Trademarks and Copyrights (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation

proceedings, except if it determines in its good faith business judgment that it is consistent with Grantor's business objectives not to do so.

(e) The Grantor shall, unless it shall reasonably determine that such Patent, Trademark or Copyright is in no way material to the conduct of its business or operations, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and shall take such other actions as the Grantor or, during the existence of a Default, the Collateral Agent shall deem appropriate under the circumstances to protect such Patent, Trademark or Copyright. In the event that the Grantor institutes suit because any of the Patents, Trademarks or Copyrights constituting Collateral is infringed upon, or misappropriated or diluted by a third party, the Grantor shall comply with Section 4.8.

4.8 **Commercial Tort Claims.** The Grantor shall promptly, and in any event within two (2) Business Days after the same is acquired by it, notify the Collateral Agent of any Commercial Tort Claim reasonably expected to result in awarded damages in excess of \$500,000 acquired by it and, unless the Collateral Agent otherwise consents, the Grantor shall enter into an amendment to this Security Agreement, in the form of Exhibit I hereto, granting to Collateral Agent a first priority security interest in such Commercial Tort Claim.

4.9 **Letter-of-Credit Rights.** If the Grantor is or becomes the beneficiary of a letter of credit, the Grantor shall promptly, and in any event within two (2) Business Days after becoming a beneficiary, notify the Collateral Agent thereof and cause the issuer and/or confirmation bank to (i) consent to the assignment of any Letter-of-Credit Rights to the Collateral Agent and (ii) agree to direct all payments thereunder to a Deposit Account at the Collateral Agent or subject to a Deposit Account Control Agreement for application to the Secured Obligations, in accordance with the Credit Agreement, all in form and substance reasonably satisfactory to the Collateral Agent.

4.10 **Federal, State or Municipal Claims.** The Grantor will promptly notify the Collateral Agent of any Collateral which constitutes a claim against the United States government or any state or local government or any instrumentality or agency thereof, the assignment of which claim is restricted by federal, state or municipal law.

4.11 **No Interference.** The Grantor agrees that it will not interfere with any right, power and remedy of the Collateral Agent provided for in this Security Agreement or now or hereafter existing at law or in equity or by statute or otherwise, or the exercise or beginning of the exercise by the Collateral Agent of any one or more of such rights, powers or remedies.

4.12 **Insurance.**

(a) All insurance policies required hereunder and under the Credit Agreement shall name the Collateral Agent (for the benefit of the Collateral Agent and the Secured Parties) as an additional insured or as lender's loss payee, as applicable, and shall contain lender's loss payable clauses or mortgagee clauses, through endorsements in form and substance satisfactory to the Collateral Agent, which provide that: (i) all proceeds thereunder with respect to any Collateral shall be payable to the Collateral Agent; (ii) no

such insurance shall be affected by any act or neglect of the insured or owner of the property described in such policy; and (iii) such policy and lender's loss payable or mortgagee clauses may be canceled, amended, or terminated only upon at least thirty (30) days prior written notice given to the Collateral Agent.

(b) All premiums on such insurance shall be paid when due by the Grantor, and copies of the policies delivered to the Collateral Agent. If the Grantor fails to obtain any insurance as required by this Section, the Collateral Agent may obtain such insurance at the Borrower's expense. By purchasing such insurance, the Collateral Agent shall not be deemed to have waived any Default arising from the Grantor's failure to maintain such insurance or pay any premiums therefor.

4.13 **Collateral Access Agreements.** The Grantor shall use commercially reasonable efforts to obtain a Collateral Access Agreement from the lessor of each leased property, mortgagee of owned property or bailee or consignee with respect to any warehouse, processor or converter facility or other location where Collateral with a fair market value in excess of \$1,000,000 is stored or located, which agreement or letter shall provide access rights, contain a waiver or subordination of all Liens or claims that the landlord, mortgagee, bailee or consignee may assert against the Collateral at that location, and shall otherwise be reasonably satisfactory in form and substance to the Collateral Agent. The Grantor shall timely and fully pay and perform its obligations under all leases and other agreements with respect to each leased location or third party warehouse where any Collateral is or may be located.

4.14 **Deposit Account Control Agreements.** The Grantor will provide to the Collateral Agent promptly upon the Collateral Agent's request, a Deposit Account Control Agreement duly executed on behalf of each financial institution holding a deposit account of the Grantor as set forth in this Security Agreement.

4.15 **Change of Name or Location; Change of Fiscal Year.** The Grantor shall not (a) change its name as it appears in official filings in the state of its incorporation or organization, (b) change its chief executive office, principal place of business, mailing address, corporate offices or warehouses or locations at which Collateral is held or stored, or the location of its records concerning the Collateral as set forth in this Security Agreement, (c) change the type of entity that it is, (d) change its organization identification number, if any, issued by its state of incorporation or other organization, or (e) change its state of incorporation or organization, in each case, unless the Collateral Agent shall have received at least thirty (30) days prior written notice of such change and the Collateral Agent shall have acknowledged in writing that either (1) such change will not adversely affect the validity, perfection or priority of the Collateral Agent's security interest in the Collateral, or (2) any reasonable action requested by the Collateral Agent in connection therewith has been completed or taken (including any action to continue the perfection of any Liens in favor of the Collateral Agent, on behalf of Secured Parties, in any Collateral), *provided that*, any new location shall be in the continental U.S. The Grantor shall not change its fiscal year which currently ends on December 31.

4.16 **Assigned Contracts.** The Grantor will use its best efforts to secure all consents and approvals necessary or appropriate for the assignment to or for the benefit of the Collateral Agent of any Assigned Contract held by the Grantor and to enforce the security interests granted

hereunder. The Grantor shall fully perform all of its obligations under each of the Assigned Contracts, and shall enforce all of its rights and remedies thereunder, in each case, as it deems appropriate in its business judgment; *provided however, that* the Grantor shall not take any action or fail to take any action with respect to its Assigned Contracts which would cause the termination of an Assigned Contract, unless it has determined in its business judgment that it is expedient to do so. Without limiting the generality of the foregoing, the Grantor shall take all action necessary or appropriate to permit, and shall not take any action which would have any materially adverse effect upon, the full enforcement of all indemnification rights under its Assigned Contracts. The Grantor shall notify the Collateral Agent and the Secured Parties in writing, promptly after the Grantor becomes aware thereof, of any event or fact which could give rise to a material claim by it for indemnification under any of its Assigned Contracts, and shall diligently pursue such right and report to the Collateral Agent on all further developments with respect thereto. The Grantor shall deposit into a Deposit Account at the Collateral Agent or subject to a Deposit Account Control Agreement for application to the Secured Obligations, in accordance with the Credit Agreement, all amounts received by the Grantor as indemnification or otherwise pursuant to its Assigned Contracts. If the Grantor shall fail after the Collateral Agent's demand to pursue diligently any right under its Assigned Contracts, or if an Event of Default then exists, the Collateral Agent may, and at the direction of the Required Lenders shall, directly enforce such right in its own or the Grantor's name and may enter into such settlements or other agreements with respect thereto as the Collateral Agent or the Required Lenders, as applicable, shall determine. In any suit, proceeding or action brought by the Collateral Agent for the benefit of the Secured Parties under any Assigned Contract for any sum owing thereunder or to enforce any provision thereof, the Grantor shall indemnify and hold the Collateral Agent and Secured Parties harmless from and against all expense, loss or damage suffered by reason of any defense, setoff, counterclaims, recoupment, or reduction of liability whatsoever of the obligor thereunder arising out of a breach by the Grantor of any obligation thereunder or arising out of any other agreement, indebtedness or liability at any time owing from the Grantor to or in favor of such obligor or its successors. All such obligations of the Grantor shall be and remain enforceable only against the Grantor and shall not be enforceable against the Collateral Agent or the Secured Parties. Notwithstanding any provision hereof to the contrary, the Grantor shall at all times remain liable to observe and perform all of its duties and obligations under its Assigned Contracts, and the Collateral Agent's or any Secured Party's exercise of any of their respective rights with respect to the Collateral shall not release the Grantor from any of such duties and obligations. Neither the Collateral Agent nor any Secured Party shall be obligated to perform or fulfill any of the Grantor's duties or obligations under its Assigned Contracts or to make any payment thereunder, or to make any inquiry as to the nature or sufficiency of any payment or property received by it thereunder or the sufficiency of performance by any party thereunder, or to present or file any claim, or to take any action to collect or enforce any performance, any payment of any amounts, or any delivery of any property.

## ARTICLE V

### EVENTS OF DEFAULT AND REMEDIES

5.1 **Events of Default.** The occurrence of any one or more of the following events shall constitute an Event of Default hereunder:

(a) The occurrence of any “**Event of Default**” under, and as defined in, the Credit Agreement.

(b) Any Equity Interest which is included within the Collateral shall at any time constitute a Security or the issuer of any such Equity Interest shall take any action to have such interests treated as a Security unless (i) all certificates or other documents constituting such Security have been delivered to the Collateral Agent and such Security is properly defined as such under Article 8 of the UCC of the applicable jurisdiction, whether as a result of actions by the issuer thereof or otherwise, or (ii) the Collateral Agent has entered into a control agreement with the issuer of such Security or with a securities intermediary relating to such Security and such Security is defined as such under Article 8 of the UCC of the applicable jurisdiction, whether as a result of actions by the issuer thereof or otherwise.

## 5.2 **Remedies.**

(a) During the existence of an Event of Default, the Collateral Agent may exercise any or all of the following rights and remedies:

(i) those rights and remedies provided in this Security Agreement, the Credit Agreement, or any other Loan Document; *provided that*, this Section 5.2(a) shall not be understood to limit any rights or remedies available to the Collateral Agent and the Secured Parties prior to an Event of Default;

(ii) those rights and remedies available to a secured party under the UCC (whether or not the UCC applies to the affected Collateral) or under any other applicable law (including, without limitation, any law governing the exercise of a bank's right of setoff or bankers' lien) when a debtor is in default under a security agreement;

(iii) give notice of sole control or any other instruction under any Deposit Account Control Agreement or and other control agreement with any securities intermediary and take any action therein with respect to such Collateral;

(iv) without notice (except as specifically provided in Section 6.1 or elsewhere herein), demand or advertisement of any kind to the Grantor or any other Person, enter the premises of the Grantor where any Collateral is located (through self-help and without judicial process) to collect, receive, assemble, process, appropriate, sell, lease, assign, grant an option or options to purchase or otherwise dispose of, deliver, or realize upon, the Collateral or any part thereof in one or more parcels at public or private sale or sales (which sales may be adjourned or continued from time to time with or without notice and may take place at the Grantor's premises or elsewhere), for cash, on credit or for future delivery without assumption of any credit risk, and upon such other terms as the Collateral Agent may deem commercially reasonable; and

(v) concurrently with written notice to the Grantor, transfer and register in its name or in the name of its nominee the whole or any part of the

Pledged Collateral, exchange certificates or instruments representing or evidencing Pledged Collateral for certificates or instruments of smaller or larger denominations, exercise the voting and all other rights as a holder with respect thereto, to collect and receive all cash dividends, interest, principal and other distributions made thereon and to otherwise act with respect to the Pledged Collateral as though the Collateral Agent was the outright owner thereof.

(b) The Collateral Agent, on behalf of the Secured Parties, shall comply with any applicable state or federal law requirements in connection with a disposition of the Collateral and compliance will not be considered to adversely affect the commercial reasonableness of any sale of the Collateral.

(c) The Collateral Agent shall have the right upon any such public sale or sales and, to the extent permitted by law, upon any such private sale or sales, to purchase for the benefit of the Collateral Agent and the Secured Parties, the whole or any part of the Collateral so sold, free of any right of equity redemption, which equity redemption the Grantor hereby expressly releases.

(d) Until the Collateral Agent is able to effect a sale, lease, or other disposition of Collateral, the Collateral Agent shall have the right to hold or use Collateral, or any part thereof, to the extent that it deems appropriate for the purpose of preserving Collateral or its value or for any other purpose deemed appropriate by the Collateral Agent. The Collateral Agent may, if it so elects, seek the appointment of a receiver or keeper to take possession of Collateral and to enforce any of the Collateral Agent's remedies (for the benefit of the Collateral Agent and Secured Parties), with respect to such appointment without prior notice or hearing as to such appointment.

(e) Notwithstanding the foregoing, neither the Collateral Agent nor the Secured Parties shall be required to (i) make any demand upon, or pursue or exhaust any of its rights or remedies against, the Grantor, any other obligor, guarantor, pledgor or any other Person with respect to the payment of the Secured Obligations or to pursue or exhaust any of its rights or remedies with respect to any Collateral therefor or any direct or indirect guarantee thereof, (ii) marshal the Collateral or any guarantee of the Secured Obligations or to resort to the Collateral or any such guarantee in any particular order, or (iii) effect a public sale of any Collateral.

(f) The Grantor recognizes that the Collateral Agent may be unable to effect a public sale of any or all the Pledged Collateral and may be compelled to resort to one or more private sales thereof in accordance with clause (a) above. The Grantor also acknowledges that any private sale may result in prices and other terms less favorable to the seller than if such sale were a public sale and, notwithstanding such circumstances, agrees that any such private sale shall not be deemed to have been made in a commercially unreasonable manner solely by virtue of such sale being private. The Collateral Agent shall be under no obligation to delay a sale of any of the Pledged Collateral for the period of time necessary to permit the Grantor or the issuer of the Pledged Collateral to register such securities for public sale under the Securities Act of

1933, as amended, or under applicable state securities laws, even if the Grantor and the issuer would agree to do so.

5.3 **Grantor's Obligations Upon Default.** Upon the request of the Collateral Agent during the existence of a Default, the Grantor will:

(a) assemble and make available to the Collateral Agent the Collateral and all books and records relating thereto at any place or places specified by the Collateral Agent, whether at the Grantor's premises or elsewhere;

(b) permit the Collateral Agent, by the Collateral Agent's representatives and agents, to enter, occupy and use any premises where all or any part of the Collateral, or the books and records relating thereto, or both, are located, to take possession of all or any part of the Collateral or the books and records relating thereto, or both, to remove all or any part of the Collateral or the books and records relating thereto, or both, and to conduct sales of the Collateral, without any obligation to pay the Grantor for such use and occupancy;

(c) prepare and file, or cause an issuer of Pledged Collateral to prepare and file, with the Securities and Exchange Commission or any other applicable government agency, registration statements, a prospectus and such other documentation in connection with the Pledged Collateral as the Collateral Agent may request, all in form and substance satisfactory to the Collateral Agent, and furnish to the Collateral Agent, or cause an issuer of Pledged Collateral to furnish to the Collateral Agent, any information regarding the Pledged Collateral in such detail as the Collateral Agent may specify;

(d) take, or cause an issuer of Pledged Collateral to take, any and all actions necessary to register or qualify the Pledged Collateral to enable the Collateral Agent to consummate a public sale or other disposition of the Pledged Collateral; and

(e) At any time after the occurrence and during the continuance of an Event of Default, (i) the Collateral Agent shall have the right, but not the obligation, to make test verifications of the Accounts in any manner and through any medium that it reasonably considers advisable, and the Grantors shall furnish all such assistance and information as the Collateral Agent may require in connection with such test verifications and (ii) the Collateral Agent in its own name or in the name of others may communicate with account debtors on the Accounts to verify with them to the Collateral Agent's satisfaction the existence, amount and terms of any Accounts.

5.4 **Grant of Intellectual Property License.** For the purpose of enabling the Collateral Agent to exercise the rights and remedies under this Article V at such time as the Collateral Agent shall be lawfully entitled to exercise such rights and remedies, the Grantor hereby (a) grants to the Collateral Agent, for the benefit of the Collateral Agent and the Secured Parties, an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to the Grantor) to use, license or sublicense any intellectual property rights now owned or hereafter acquired by the Grantor, and wherever the same may be located, and including in such license access to all media in which any of the licensed items may be recorded



or stored and to all computer software and programs used for the compilation or printout thereof and (b) irrevocably agrees that the Collateral Agent may sell any of the Grantor's Inventory directly to any person, including without limitation persons who have previously purchased the Grantor's Inventory from the Grantor and in connection with any such sale or other enforcement of the Collateral Agent's rights under this Security Agreement, may sell Inventory which bears any Trademark owned by or licensed to the Grantor and any Inventory that is covered by any Copyright owned by or licensed to the Grantor and the Collateral Agent may finish any work in process and affix any Trademark owned by or licensed to the Grantor and sell such Inventory as provided herein.

## ARTICLE VI

### GENERAL PROVISIONS

6.1 **Waivers.** The Grantor hereby waives notice of the time and place of any public sale or the time after which any private sale or other disposition of all or any part of the Collateral may be made. To the extent such notice may not be waived under applicable law, any notice made shall be deemed reasonable if sent to the Grantor, addressed as set forth in Article VIII, at least ten (10) days prior to (i) the date of any such public sale or (ii) the time after which any such private sale or other disposition may be made. To the maximum extent permitted by applicable law, the Grantor waives all claims, damages, and demands against the Collateral Agent or any Secured Party arising out of the repossession, retention or sale of the Collateral, except such as arise solely out of the gross negligence or willful misconduct of the Collateral Agent or such Secured Party as finally determined by a court of competent jurisdiction. To the extent it may lawfully do so, the Grantor absolutely and irrevocably waives and relinquishes the benefit and advantage of, and covenants not to assert against the Collateral Agent or any Secured Party, any valuation, stay, appraisal, extension, moratorium, redemption or similar laws and any and all rights or defenses it may have as a surety now or hereafter existing which, but for this provision, might be applicable to the sale of any Collateral made under the judgment, order or decree of any court, or privately under the power of sale conferred by this Security Agreement, or otherwise. Except as otherwise specifically provided herein, the Grantor hereby waives presentment, demand, protest or any notice (to the maximum extent permitted by applicable law) of any kind in connection with this Security Agreement or any Collateral.

6.2 **Limitation on Collateral Agent's and Secured Parties' Duty with Respect to the Collateral.** The Collateral Agent shall have no obligation to clean-up or otherwise prepare the Collateral for sale. The Collateral Agent and each Secured Party shall use reasonable care with respect to the Collateral in its possession or under its control. Neither the Collateral Agent nor any Secured Party shall have any other duty as to any Collateral in its possession or control or in the possession or control of any agent or nominee of the Collateral Agent or such Secured Party, or any income thereon or as to the preservation of rights against prior parties or any other rights pertaining thereto. To the extent that applicable law imposes duties on the Collateral Agent to exercise remedies in a commercially reasonable manner, the Grantor acknowledges and agrees that it is commercially reasonable for the Collateral Agent (i) to fail to incur expenses deemed significant by the Collateral Agent to prepare Collateral for disposition or otherwise to transform raw material or work in process into finished goods or other finished products for disposition, (ii) to fail to obtain third party consents for access to Collateral to be disposed of, or

to obtain or, if not required by other law, to fail to obtain governmental or third party consents for the collection or disposition of Collateral to be collected or disposed of, (iii) to fail to exercise collection remedies against Account Debtors or other Persons obligated on Collateral or to remove Liens on or any adverse claims against Collateral, (iv) to exercise collection remedies against Account Debtors and other Persons obligated on Collateral directly or through the use of collection agencies and other collection specialists, (v) to advertise dispositions of Collateral through publications or media of general circulation, whether or not the Collateral is of a specialized nature, (vi) to contact other Persons, whether or not in the same business as the Grantor, for expressions of interest in acquiring all or any portion of the Collateral, (vii) to hire one or more professional auctioneers to assist in the disposition of Collateral, whether or not the Collateral is of a specialized nature, (viii) to dispose of Collateral by utilizing internet sites that provide for the auction of assets of the types included in the Collateral or that have the reasonable capacity of doing so, or that match buyers and sellers of assets, (ix) to dispose of assets in wholesale rather than retail markets, (x) to disclaim disposition warranties, such as title, possession or quiet enjoyment, (xi) to purchase insurance or credit enhancements to insure the Collateral Agent against risks of loss, collection or disposition of Collateral or to provide to the Collateral Agent a guaranteed return from the collection or disposition of Collateral, or (xii) to the extent deemed appropriate by the Collateral Agent, to obtain the services of other brokers, investment bankers, consultants and other professionals to assist the Collateral Agent in the collection or disposition of any of the Collateral. The Grantor acknowledges that the purpose of this Section 6.2 is to provide non-exhaustive indications of what actions or omissions by the Collateral Agent would be commercially reasonable in the Collateral Agent's exercise of remedies against the Collateral and that other actions or omissions by the Collateral Agent shall not be deemed commercially unreasonable solely on account of not being indicated in this Section 6.2. Without limitation upon the foregoing, nothing contained in this Section 6.2 shall be construed to grant any rights to the Grantor or to impose any duties on the Collateral Agent that would not have been granted or imposed by this Security Agreement or by applicable law in the absence of this Section 6.2.

6.3 **Compromises and Collection of Collateral.** The Grantor and the Collateral Agent recognize that setoffs, counterclaims, defenses and other claims may be asserted by obligors with respect to certain of the Receivables, that certain of the Receivables may be or become uncollectible in whole or in part and that the expense and probability of success in litigating a disputed Receivable may exceed the amount that reasonably may be expected to be recovered with respect to a Receivable. In view of the foregoing, the Grantor agrees that the Collateral Agent may at any time and from time to time, if an Event of Default has occurred and is continuing, compromise with the obligor on any Receivable, accept in full payment of any Receivable such amount as the Collateral Agent in its sole discretion shall determine or abandon any Receivable, and any such action by the Collateral Agent shall be commercially reasonable so long as the Collateral Agent acts in good faith based on information known to it at the time it takes any such action.

6.4 **Secured Party Performance of Debtor Obligations.** Without having any obligation to do so, the Collateral Agent may perform or pay any obligation which the Grantor has agreed to perform or pay in this Security Agreement and the Grantor shall reimburse the Collateral Agent for any amounts paid by the Collateral Agent pursuant to this Section 6.4. The

Grantor's obligation to reimburse the Collateral Agent pursuant to the preceding sentence shall be a Secured Obligation payable on demand.

6.5 **Specific Performance of Certain Covenants.** The Grantor acknowledges and agrees that a breach of any of the covenants contained in Sections 4.1(d), 4.1(e), 4.4, 4.5, 4.6, 4.7, 4.8, 4.9, 4.10, 4.12, 4.13, 4.14, 4.15, 4.16, 5.3, or 6.7 will cause irreparable injury to the Collateral Agent and the Secured Parties, that the Collateral Agent and Secured Parties have no adequate remedy at law in respect of such breaches and therefore agrees, without limiting the right of the Collateral Agent or the Secured Parties to seek and obtain specific performance of other obligations of the Grantor contained in this Security Agreement, that the covenants of the Grantor contained in the Sections referred to in this Section 6.5 shall be specifically enforceable against the Grantor.

6.6 **Dispositions Not Authorized.** The Grantor is not authorized to sell or otherwise dispose of the Collateral except as set forth in Section 4.1(d) and notwithstanding any course of dealing between the Grantor and the Collateral Agent or other conduct of the Collateral Agent, no authorization to sell or otherwise dispose of the Collateral (except as set forth in Section 4.1(d)) shall be binding upon the Collateral Agent or the Secured Parties unless such authorization is in writing signed by the Administrative Agent with the consent or at the direction of the Required Lenders.

6.7 **No Waiver; Amendments; Cumulative Remedies.** No delay or omission of the Collateral Agent or any Secured Party to exercise any right or remedy granted under this Security Agreement shall impair such right or remedy or be construed to be a waiver of any Default or an acquiescence therein, and any single or partial exercise of any such right or remedy shall not preclude any other or further exercise thereof or the exercise of any other right or remedy. No waiver, amendment or other variation of the terms, conditions or provisions of this Security Agreement whatsoever shall be valid unless in writing signed by the Collateral Agent with the concurrence or at the direction of the Secured Parties required under the Credit Agreement and then only to the extent in such writing specifically set forth. All rights and remedies contained in this Security Agreement or by law afforded shall be cumulative and all shall be available to the Collateral Agent and the Secured Parties until the Secured Obligations have been paid in full.

6.8 **Limitation by Law; Severability of Provisions.** All rights, remedies and powers provided in this Security Agreement may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law, and all the provisions of this Security Agreement are intended to be subject to all applicable mandatory provisions of law that may be controlling and to be limited to the extent necessary so that they shall not render this Security Agreement invalid, unenforceable or not entitled to be recorded or registered, in whole or in part. Any provision in any this Security Agreement that is held to be inoperative, unenforceable, or invalid in any jurisdiction shall, as to that jurisdiction, be inoperative, unenforceable, or invalid without affecting the remaining provisions in that jurisdiction or the operation, enforceability, or validity of that provision in any other jurisdiction, and to this end the provisions of this Security Agreement are declared to be severable.

6.9 **Reinstatement.** This Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against the Grantor for liquidation or reorganization, should the Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of the Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Secured Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Secured Obligations, whether as a “**voidable preference,**” “**fraudulent conveyance,**” or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Secured Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

6.10 **Benefit of Agreement.** The terms and provisions of this Security Agreement shall be binding upon and inure to the benefit of the Grantor, the Collateral Agent and the Secured Parties and their respective successors and assigns (including all persons who become bound as a debtor to this Security Agreement), except that the Grantor shall not have the right to assign its rights or delegate its obligations under this Security Agreement or any interest herein, without the prior written consent of the Collateral Agent. No sales of participations, assignments, transfers, or other dispositions of any agreement governing the Secured Obligations or any portion thereof or interest therein shall in any manner impair the Lien granted to the Collateral Agent, for the benefit of the Collateral Agent and the Secured Parties, hereunder.

6.11 **Survival of Representations.** All representations and warranties of the Grantor contained in this Security Agreement shall survive the execution and delivery of this Security Agreement.

6.12 **Taxes and Expenses.** Any taxes (including income taxes) payable or ruled payable by Federal or State authority in respect of this Security Agreement shall be paid by the Grantor, together with interest and penalties, if any. The Grantor shall reimburse the Collateral Agent for any and all out-of-pocket expenses and internal charges (including reasonable attorneys', auditors' and accountants' fees and reasonable time charges of attorneys, paralegals, auditors and accountants who may be employees of the Collateral Agent) paid or incurred by the Collateral Agent in connection with the preparation, execution, delivery, administration, collection and enforcement of this Security Agreement and in the audit, analysis, administration, collection, preservation or sale of the Collateral (including the expenses and charges associated with any periodic or special audit of the Collateral). Any and all costs and expenses incurred by the Grantor in the performance of actions required pursuant to the terms hereof shall be borne solely by the Grantor.

6.13 **Headings.** The title of and section headings in this Security Agreement are for convenience of reference only, and shall not govern the interpretation of any of the terms and provisions of this Security Agreement.

6.14 **Termination.** This Security Agreement shall continue in effect (notwithstanding the fact that from time to time there may be no Secured Obligations outstanding) until (i) the Credit Agreement has terminated pursuant to its express terms and (ii) all of the Secured

Obligations have been indefeasibly paid and performed in full (or with respect to any outstanding Letters of Credit, a cash deposit (or in the sole discretion of the Collateral Agent, a back up standby Letter of Credit satisfactory to the Collateral Agent) has been delivered to the Collateral Agent as required by the Credit Agreement) and no commitments of the Collateral Agent or the Secured Parties which would give rise to any Secured Obligations are outstanding.

6.15 **Entire Agreement.** This Security Agreement embodies the entire agreement and understanding between the Grantor and the Collateral Agent relating to the Collateral and supersedes all prior agreements and understandings between the Grantor and the Collateral Agent relating to the Collateral.

6.16 **Governing Law; Jurisdiction; Etc.**

(a) This Security Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Security Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the State of New York.

(b) **CONSENT TO JURISDICTION.** THE GRANTOR IRREVOCABLY AND UNCONDITIONALLY agrees that it will not commence any action, litigation or proceeding of any kind or description, whether in law or equity, whether in contract or in tort or otherwise, against the Collateral Agent, any Secured Party or any Related Party of the foregoing in any way relating to this Security Agreement or the transactions relating hereto, in any forum other than THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, AND GRANTOR IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE JURISDICTION OF SUCH COURTS AND AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION, LITIGATION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. GRANTOR AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION, LITIGATION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT OR IN ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT THE COLLATERAL AGENT, ANY SECURED PARTY OR ANY RELATED PARTY MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT AGAINST THE GRANTOR OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) **Waiver of Venue.** THE GRANTOR IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS SECURITY AGREEMENT IN ANY

COURT REFERRED TO IN PARAGRAPH (B) OF THIS SECTION. THE GRANTOR IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) **Service of Process.** THE GRANTOR IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN THIS SECURITY AGREEMENT OR THE CREDIT AGREEMENT. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

(e) **WAIVER OF JURY TRIAL.** EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS SECURITY AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

6.17 **Indemnity.** The Grantor hereby agrees to indemnify the Collateral Agent and the Secured Parties, and their respective successors, assigns, agents and employees, from and against any and all liabilities, damages, penalties, suits, costs, and expenses of any kind and nature (including, without limitation, all expenses of litigation or preparation therefor whether or not the Collateral Agent or any Secured Party is a party thereto) imposed on, incurred by or asserted against the Collateral Agent or the Secured Parties, or their respective successors, assigns, agents and employees, in any way relating to or arising out of this Security Agreement, or the manufacture, purchase, acceptance, rejection, ownership, delivery, lease, possession, use, operation, condition, sale, return or other disposition of any Collateral (including, without limitation, latent and other defects, whether or not discoverable by the Collateral Agent or the Secured Parties or the Grantor, and any claim for Patent, Trademark or Copyright infringement).

6.18 **Counterparts.** This Security Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Security Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Security Agreement.

6.19 **Lien Absolute.** All rights of the Collateral Agent hereunder, and all obligations of the Grantor hereunder, shall be absolute and unconditional irrespective of:

(a) any lack of validity or enforceability of the Credit Agreement, any other Loan Document or any other agreement or instrument governing or evidencing any Secured Obligations;

(b) any change in the time, manner or place of payment of, or in any other term of, all or any part of the Secured Obligations, or any other amendment or waiver of or any consent to any departure from the Credit Agreement, any other Loan Document or any other agreement or instrument governing or evidencing any Secured Obligations;

(c) any exchange, release or non-perfection of any Collateral, or any release or amendment or waiver of or consent to departure from any guaranty, for all or any of the Secured Obligations;

(d) the insolvency of any Person; or

(e) any other circumstance which might otherwise constitute a defense available to, or a discharge of, any Grantor.

6.20 **Release**. The Grantor consents and agrees that the Collateral Agent may at any time, or from time to time, in its discretion:

(a) renew, extend or change the time of payment, and/or the manner, place or terms of payment of all or any part of the Secured Obligations; and

(b) exchange, release and/or surrender all or any of the Collateral (including the Pledged Collateral), or any part thereof, by whomsoever deposited, which is now or may hereafter be held by the Collateral Agent in connection with all or any of the Secured Obligations; all in such manner and upon such terms as the Collateral Agent may deem proper, and without notice to or further assent from any Grantor, it being hereby agreed that each Grantor shall be and remain bound upon this Security Agreement, irrespective of the value or condition of any of the Collateral, and notwithstanding any such change, exchange, settlement, compromise, surrender, release, renewal or extension, and notwithstanding also that the Secured Obligations may, at any time, exceed the aggregate principal amount thereof set forth in the Credit Agreement, or any other agreement governing any Secured Obligations.

## **ARTICLE VII**

### **NOTICES**

7.1 **Sending Notices**. Any notice required or permitted to be given under this Security Agreement shall be sent in accordance with the Credit Agreement.

7.2 **Change in Address for Notices**. Each of the Grantor, the Collateral Agent and the Secured Parties may change the address for service of notice upon it by a notice in writing to the other party.

**ARTICLE VIII**

**THE COLLATERAL AGENT**

CITIBANK, N.A. has been appointed Collateral Agent for the Secured Parties hereunder pursuant to Article IX of the Credit Agreement. It is expressly understood and agreed by the parties to this Security Agreement that any authority conferred upon the Collateral Agent hereunder is subject to the terms of the delegation of authority made by the Secured Parties to the Collateral Agent pursuant to the Credit Agreement, and that the Collateral Agent has agreed to act (and any successor Collateral Agent shall act) as such hereunder only on the express conditions contained in such Article IX. Any successor Collateral Agent appointed pursuant to Article IX of the Credit Agreement shall be entitled to all the rights, interests and benefits of the Collateral Agent hereunder.


[Signature Page Follows]



IN WITNESS WHEREOF, the Grantor and the Collateral Agent have executed this Security Agreement as of the date first above written.

**GRANTOR:**

**RODAN & FIELDS, LLC**

By:   
Name: Lori Bush  
Title: President and Chief Executive Officer

**COLLATERAL AGENT:**

**CITIBANK, N.A.,**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the Grantor and the Collateral Agent have executed this Security Agreement as of the date first above written.

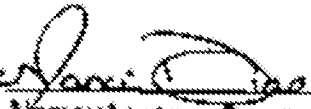
GRANTOR:

RODAN & FIELDS, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

COLLATERAL AGENT:

CITIBANK, N.A.

By:  \_\_\_\_\_  
Name: Nanci Dias  
Title: SVP and Senior Relationship Manager

**EXHIBIT A**

(See Sections 3.2, 3.3, 3.4, 3.9 and 7.1 of Security Agreement)

**GRANTOR'S INFORMATION AND COLLATERAL LOCATIONS**

- I. **Name of Grantor:** Rodan & Fields, LLC
- II. **State of Incorporation or Organization:** California
- III. **Type of Entity:** Limited Liability Company
- IV. **Organizational Number assigned by State of Incorporation or Organization:**  
200020010078
- V. **Federal Identification Number:** 94-3369260
- VI. **Place of Business (if it has only one) or Chief Executive Office (if more than one place of business) and Mailing Address:**

60 Spear Street, Suite 600  
San Francisco, CA 94105  
Attention: William Edwin

VII. **Locations of Collateral:**

- (a) Properties Owned by the Grantor: None.
- (b) Properties Leased by the Grantor (Include Landlord's Name):
  - 60 Spear Street, San Francisco, CA 94105
  - 11401 Domain Drive, Suite 130, Austin, TX 78758
  - 820 Heinz Avenue, KS6C & KS6F, Berkeley, CA 94710
- (c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):

Third Party	Address(es)
OHL	<ul style="list-style-type: none"><li>• 4001 Adler Drive, Dallas, TX 75211</li><li>• 3700 Pinnacle Point Drive, Suite 100 Dallas, TX 75211</li></ul>

**EXHIBIT B**

(See Section 3.5 of Security Agreement)

**DEPOSIT ACCOUNTS**

<b>Name of Depository Institution</b>	<b>Type and Account No.</b>
Wells Fargo Bank, National Association	<ul style="list-style-type: none"><li>• 4123415853 (Deposit)</li><li>• 4123415861 (Deposit)</li><li>• 4123415879 (Deposit)</li><li>• 4123415887 (Deposit)</li><li>• 4120801071 (Deposit)</li><li>• 2251379026 (CD, cash collateral for letters of credit)</li></ul>

**EXHIBIT C**

(See Section 3.7 of Security Agreement)

**LETTER OF CREDIT RIGHTS**

None.

**CHATTEL PAPER**

None.

**EXHIBIT D**

(See Section 3.10 and 3.11 of Security Agreement)

**INTELLECTUAL PROPERTY RIGHTS**

**PATENTS**

<b><u>Patent Description</u></b>	<b><u>Patent Number</u></b>	<b><u>Issue Date</u></b>
Apparatus and method for removing material from skin pores	6019749	2/1/2000
Masque	6296840	10/2/2001
Skin pore cleaner	D421128	2/22/2000
Skin pore cleaner housing	D433146	10/31/2000
Exfoliation tool	D723160	2/24/2015

**PATENT APPLICATIONS**

<b><u>Patent Application</u></b>	<b><u>Application Filing Date</u></b>	<b><u>Application Serial Number</u></b>
Consultant tool for direct selling	3/15/2013	13842720
METHODS AND COMPOSITIONS FOR TREATING SKIN	9/29/2011	13/248367
METHODS AND COMPOSITIONS FOR IMPROVING THE APPEARANCE OF PHOTODAMAGED AND CHRONOLOGICALLY AGED SKIN	1/16/2014	61/928377
COSMETIC TOOL	3/14/2014	29/485040
COSMETIC TOOL	3/14/2014	29/485045
TOOLS AND METHODS FOR INTERACTIVE, PROFESSIONAL LEVEL AT-HOME SKIN CARE	12/2/2013	PCT/US13/72653

**TRADEMARKS**

<b><u>Trademark</u></b>	<b><u>Registration Date</u></b>	<b><u>Registration Number</u></b>
BELIEVE IN MORE. EMPOWER. CHANGE	6/2/2015	4748086
PRESCRIPTION FOR CHANGE	6/2/2015	4748085
DOC-SMART	3/31/2015	4713237
Design	6/26/2012	4165958
MULTI-MED	2/27/2007	3214045

RODAN + FIELDS ESSENTIALS	4/24/2007	3234397
RODAN + FIELDS	10/31/2006	3165883
RODAN + FIELDS ENHANCEMENTS	8/31/2010	3841995
PRESCRIPTION FOR CHANGE	2/16/2010	3750311
RF	9/9/2003	2762612
RODAN + FIELDS	7/25/2000	2371069
RODAN + FIELDS	8/1/2000	2372867

TRADEMARK APPLICATIONS

<u>Trademark Application</u>	<u>Application Filing Date</u>	<u>Application Serial Number</u>
REDEFINE ACUTE CARE	6/22/2015	86669619
R+F	4/27/2015	86611549
DECIDE TODAY HOW TOMORROW LOOKS	4/27/2015	86611373
RODAN + FIELDS	6/2/2014	86298311
RODAN + FIELDS REDEFINE ACUTE CARE	6/22/2015	86669624
ACUTE CARE	4/12/2014	86250645
DOC-SMART	9/17/2014	86397902
DOC-SMART	8/17/2012	85706767

INTERNATIONAL TRADEMARKS

[See attached.]

COPYRIGHTS

<u>Copyright</u>	<u>Registration Date</u>	<u>Registration Number</u>
Prescription for change: write your skin A	3/8/2010	TX0007155615
Unblemished : stop breakouts! : Fight acne! : Transform your life! : Reclaim your self-esteem with the proven 3-step program using over- the-counter medications / Katie Rodan and Kathy fields ; foreword by Vanessa Williams.	3/26/2004	TX0005916848

COPYRIGHT APPLICATIONS

<u>Copyright Application</u>	<u>Application Filing Date</u>	<u>Application Serial Number</u>
None.		

INTELLECTUAL PROPERTY LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties to Agreement</u>
Non-Exclusive Patent and Know-How License Agreement.	January 1, 2011	Relpco, Inc., Neostrata Company Inc. and Rodan & Fields, LLC
License Agreement	August 27, 2008	Rodan & Fields, LLC and Helix BioMedix, Inc.



Country: Australia

Trademark	Status	Client-Matter	Application Number	Filing Date	Registration Number	Registration Date	Due Date(s) - All Excluding Taken
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<b>ACUTE CARE</b>	Registered	385215-910204/AU	1651483	09-Oct-2014	1651483	06-Feb-2015	09 Oct 2024 - First Renewal
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Agent: DLA Piper - Australia

Client: Rodan & Fields, LLC

Owner: Rodan & Fields, LLC

Class and Goods: Class: 03 Int.

Non-medicated skin products, namely, skin patches containing anti-wrinkle and skin firming preparations.

<b>BELIEVE IN MORE. EMPOWER CHANGE.</b>	Pending	385215-910207/WP-AU		28-Apr-2015			
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Agent: DLA Piper US LLP (San Francisco)

Client: Rodan & Fields, LLC

Owner: Rodan & Fields, LLC

Class and Goods: Class: 35 Int.

Charitable services, namely, program support for education and community service in the nature of organizing and conducting volunteer programs and community service projects

Class: 36 Int.

Charitable fundraising; Charitable fundraising and financial support of programs for education and community service

<b>PRESCRIPTION FOR CHANGE</b>	Pending	385215-910206/WP-AU		28-Apr-2015			
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Agent: DLA Piper US LLP (San Francisco)

Client: Rodan & Fields, LLC

Owner: Rodan & Fields, LLC

Class and Goods: Class: 35 Int.

Charitable services, namely, program support for education and community service in the nature of organizing and conducting volunteer programs and community service projects

Class: 36 Int.

Charitable fundraising; Charitable fundraising and financial support of programs for education and community service

Country: Australia

Trademark      Status      Client-Matter      Application Number      Filing Date      Registration Date      Due Date(s) - All Excluding Taken

**RODAN + FIELDS**

Registered      385215-910202/AU      961727      15-Jul-2003      08-Mar-2004      15 Jul 2023 - Next Renewal

Agent: DLA Piper - Australia

Client: Rodan & Fields, LLC

Owner: Rodan & Fields, LLC

Class and Goods: Class: 03 Int.

Cosmetics, skincare, toiletries, hair care and perfumery

Class: 05 Int.

Medicated skin care preparations and mediated cosmeceuticals

Class: 44 Int.

Beauty consultation services and provision of information concerning colour analysis, personal care products, cosmetics, cosmeceuticals, toiletries, perfumery, bath and body products, medicated and non-medicated skin care preparations, hair care products, beauty treatments and personal appearance

**RODAN + FIELDS**

Registered      385215-910203/AU      1568420      12-Jul-2013      13-Feb-2014      12 Jul 2023 - First Renewal

Agent: DLA Piper - Australia

Client: Rodan & Fields, LLC

Owner: Rodan & Fields, LLC

Class and Goods: Class: 03 Int.

Cosmetics, skincare, toiletries, hair care and perfumery

Class: 05 Int.

Medicated skin care preparations and medicated cosmeceuticals

Class: 44 Int.

Beauty consultation services and provision of information concerning colour analysis, personal care products, cosmetics, cosmeceuticals, toiletries, perfumery, bath and body products, medicated and non-medicated skin care preparations, hair care products, beauty treatments and personal appearance.

Country: Australia

Trademark	Status	Client-Matter	Application Number	Registration Number	Filing Date	Registration Date	Due Date(s) - All Excluding Taken
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RODAN + FIELDS & Design	Published		1690628	1244786	02-Dec-2014		
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385215-910205/WP-AU

Client: Rodan & Fields, LLC

Owner: Rodan & Fields, LLC

Class and Goods: Class: 03 Int.

Non-medicated skin care preparations; non-medicated anti-wrinkle and anti-blemish skin preparations; skin brighteners and skin lighteners; skin bronzing preparations; sunscreen cream; non-medicated lip care preparations

Class: 05 Int.

Medicated skin care preparations.

Class: 44 Int.

Beauty consultation services regarding the selection and use of skin care preparations, personal care products, and beauty treatments; providing dermatology and beauty information concerning the selection and use of skin care preparations, personal care products and beauty treatments; and personal appearance.

Country: Brazil

Trademark	Status	Client-Matter	Application Number	Registration Number	Filing Date	Registration Date	Due Date(s) - All Excluding Taken
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<b>RODAN &amp; FIELDS</b>	Registered		826752292		29-Jul-2004		16 Oct 2017 - First Renewal
		Agent: Dammemann, Siemsen, Bigler & Ipanema Moreira					
		Client: Rodan & Fields, LLC	385215-910302/BR	826752292	16-Oct-2007		
		Owner: Rodan & Fields, LLC					
		Class and Goods: Class: 03 Int.					
		Cosmetics, skin care, toiletries, hair care and perfumery					

<b>RODAN &amp; FIELDS</b>	Registered		826770584		29-Jul-2004		16 Oct 2017 - First Renewal
		Agent: Dammemann, Siemsen, Bigler & Ipanema Moreira					
		Client: Rodan & Fields, LLC	385215-910303/BR	826770584	16-Oct-2007		
		Owner: Rodan & Fields, LLC					
		Class and Goods: Class: 05 Int.					
		Medicated skin care preparations and medicated cosmeceuticals					

<b>RODAN &amp; FIELDS</b>	Registered		826752306		29-Jul-2004		16 Oct 2017 - First Renewal
		Agent: Dammemann, Siemsen, Bigler & Ipanema Moreira					
		Client: Rodan & Fields, LLC	385215-910304/BR	826752306	16-Oct-2007		
		Owner: Rodan & Fields, LLC					
		Class and Goods: Class: 44 Int.					
		Beauty consultation services and provision of information concerning color analysis, personal care products, cosmetics, cosmeceuticals, toiletries, perfumery, bath and body products, medicated and non-medicated skin care preparations, hair care products, beauty treatments and personal appearance					

<b>RODAN + FIELDS</b>	Registered		827273789		28-Mar-2005		13 Nov 2017 - First Renewal
		Agent: Dammemann, Siemsen, Bigler & Ipanema Moreira					
		Client: Rodan & Fields, LLC	385215-910305/BR	827273789	13-Nov-2007		
		Owner: Rodan & Fields, LLC					
		Class and Goods: Class: 03 Int.					
		Cosmetics, skincare, toiletries, hair care and perfumery					

<b>RODAN + FIELDS</b>	Registered		827273797		28-Mar-2005		13 Nov 2017 - First Renewal
		Agent: Dammemann, Siemsen, Bigler & Ipanema Moreira					
		Client: Rodan & Fields, LLC	385215-910306/BR	827273797	13-Nov-2007		
		Owner: Rodan & Fields, LLC					
		Class and Goods: Class: 05 Int.					
		Medicated skin care preparations and medicated cosmeceuticals					

Country: Brazil

Trademark	Status	Client-Matter	Application Number	Registration Number	Filing Date	Registration Date	Due Date(s) - All Excluding Taken
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<b>RODAN + FIELDS</b>	Registered		827273800	827273800	28-Mar-2005	13-Nov-2007	13 Nov 2017 - First Renewal
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Agent: Damemann, Siemsen, Bigler & Ipanema Moreira

Client: Rodan & Fields, LLC

Owner: Rodan & Fields, LLC

Class and Goods: Class: 44 Int.

Beauty consultation services and provision of information concerning color analysis, personal care products, cosmetics, cosmeceuticals, toiletries, perfumery, bath and body products, medicated and non-medicated skin care preparations, hair care products, beauty treatments and personal appearance

<b>RODAN + FIELDS &amp; Design</b>	Published		908698186	908698186	02-Dec-2014		
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Agent: Murta Goyanes

Client: Rodan & Fields, LLC

Owner: Rodan & Fields, LLC

Class and Goods: Class: 03 Int.

Non-medicated skin care preparations; non-medicated anti-wrinkle and anti-blemish skin preparations; skin brighteners and skin lighteners; skin bronzing preparations; sunscreen cream; non-medicated lip care preparations

<b>RODAN + FIELDS &amp; Design</b>	Published		908698275	908698275	02-Dec-2014		
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Agent: Murta Goyanes

Client: Rodan & Fields, LLC

Owner: Rodan & Fields, LLC

Class and Goods: Class: 05 Int.

Medicated skin care preparations

<b>RODAN + FIELDS &amp; Design</b>	Published		908698445	908698445	02-Dec-2014		
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Agent: Murta Goyanes

Client: Rodan & Fields, LLC

Owner: Rodan & Fields, LLC

Class and Goods: Class: 44 Int.

Beauty consultation services regarding the selection and use of skin care preparations, personal care products, and beauty treatments; providing dermatology and beauty information concerning the selection and use of skin care preparations, personal care products and beauty treatments; and personal appearance

Country: Canada

Trademark	Status	Client-Matter	Application Number	Registration Number	Filing Date	Registration Date	Due Date(s) - All Excluding Taken
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<b>ACUTE CARE</b>	Published	385215-910405/CA	1680866		11-Jun-2014		
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Agent: Gowling Lafleur Henderson LLP - Vancouver

Client: Rodan & Fields, LLC

Owner: Rodan & Fields, LLC

Class and Goods: Class: NA Int.

Non-medicated skin products, namely, skin patches containing anti-wrinkle and skin firming preparations

<b>BELIEVE IN MORE. EMPOWER CHANGE.</b>	Pending	385215-910408/CA	1725889		28-Apr-2015		
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385215-910408/CA

Agent: DLA Piper (Canada) LLP

Client: Rodan & Fields, LLC

Owner: Rodan & Fields, LLC

Class and Goods: Class: 35 Int.

Charitable services, namely, program support for education and community service in the nature of organizing and conducting volunteer programs and community service projects

Class: 36 Int.

Charitable fundraising; Charitable fundraising and financial support of programs for education and community service

MULTI-MED	Registered	1481458	28-Apr-2010	02 Jun 2026 - First Renewal
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385215-910402/CA

TMA799155

02-Jun-2011

Agent: Bereskin & Parr

Client: Rodan & Fields, LLC

Owner: Rodan & Fields, LLC

Class and Goods: Class: NA Int.

Non-medicated skin care preparations, namely, face creams, face gels, face lotions, face masks, facial cleansers, facial emulsions, facial exfoliating preparations, facial moisturizers, facial toners, non-medicated anti-wrinkle creams, lotions and gels, non-medicated facial skin oil controllers, non-medicated skin blemish preparations, non-medicated skin renewal creams, non-medicated skin repair creams, lotions and gels, skin balancing lotions, skin clarifiers, skin cleansing preparations, skin firming preparations, skin brighteners, skin lighteners, skin conditioners, sunscreen and sunblock preparations;

Medicated skin care preparations and medicated cosmeceuticals, namely anti-acne preparations, anti-wrinkle preparations, skin balancing preparations, skin blemish preparations, skin brightening preparations, skin cleansers, skin creams, skin exfoliating preparations, skin firming preparations, skin lightening preparations, skin moisturizers, skin oil controllers, skin renewal preparations, skin toners.

Country: Canada

Trademark      Status      Client-Matter      Application Number      Filing Date      Registration Date      Due Date(s) - All Excluding Taken

**PRESCRIPTION FOR CHANGE**      Pending           1725888      28-Apr-2015

385215-910407/CA

Agent: D.L.A Piper (Canada) LLP

Client: Rodan & Fields, LLC

Owner: Rodan & Fields, LLC

Class and Goods: Class: 35 Int.

Charitable services, namely, program support for education and community service in the nature of organizing and conducting volunteer programs and community service projects

Class: 36 Int.

Charitable fundraising; Charitable fundraising and financial support of programs for education and community service

**RODAN + FIELDS**

Registered

1456154

21-Oct-2009

02 Jun 2026 - First Renewal

385215-910403/CA

TMA799141

02-Jun-2011

Agent: Bereskin & Parr

Client: Rodan & Fields, LLC

Owner: Rodan & Fields, LLC

Class and Goods: Class: NA Int.

Cosmetics, and non-medicated skin care preparations, namely, body creams, body exfoliating preparations, body lotions, body scrubs, body toners, body washes, eye creams, eye gels, eye makeup removers, face creams, face gels, face lotions, face masks, facial cleansers, facial emulsions, facial exfoliating preparations, facial makeup removers, facial moisturizers, facial soaps, facial toners, non-medicated anti-wrinkle creams, lotions and gels, non-medicated facial skin oil controllers, non-medicated skin blemish preparations, non-medicated skin renewal creams, non-medicated skin repair creams, lotions and gels, personal soaps, skin balancing lotions, skin cleansing preparations, skin firming preparations, skin brighteners, skin lighteners, skin refreshers, lotions, namely, body cleansers, salt scrubs for the skin, sunscreens for the face and after-sun soothing and moisturizing preparations

Medicated skin care preparations and medicated cosmeceuticals, namely anti-acne preparations, anti-wrinkle preparations, skin balancing preparations, skin blemish preparations, skin brightening preparations, skin cleansers, skin creams, skin exfoliating preparations, skin firming preparations, skin lightening preparations, skin moisturizers, skin oil controllers, skin renewal preparations, skin soaps, skin toners

Beauty consultation services regarding the selection and use of personal care products, cosmetics, cosmeceuticals, toiletries, bath and body products, medicated and non-medicated skin care preparations, hair care products and beauty treatments, color analysis and personal appearance; and provision of information concerning color analysis, personal care products, cosmetics, cosmeceuticals, toiletries, bath and body products, medicated and non-medicated skin care preparations, hair care products, beauty treatments and personal appearance.

Country: Canada

Trademark	Status	Agent-Matter	Application Number	Registration Number	Filing Date	Registration Date	Due Date(s) - All Excluding Taken
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<b>RODAN + FIELDS &amp; Design</b>	Pending		1703991		21-Nov-2014		
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385215-910406/CA

Agent: Gowling Lafleur Henderson LLP - Vancouver

Client: Rodan & Fields, LLC

Owner: Rodan & Fields, LLC

Class and Goods: Class: NA Int.

Non-medicated skin care preparations; non-medicated anti-wrinkle and anti-blemish skin preparations; skin brighteners and skin lighteners; skin bronzing preparations; sunscreen cream; non-medicated lip care preparations; Medicated skin care preparations.

Beauty consultation services regarding the selection and use of skin care preparations, personal care products, and beauty treatments; providing dermatology and beauty information concerning the selection and use of skin care preparations, personal care products and beauty treatments, and personal appearance.

<b>RODAN + FIELDS REVERSE</b>	Registered		1229647		08-Sep-2004		30 Sep 2020 - First Renewal
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385215-910404/CA

TMA649393

30-Sep-2005

Agent: Bereskin & Parr

Client: Rodan & Fields, LLC

Owner: Rodan & Fields, LLC

Class and Goods: Class: NA Int.

Skin masks, toners, tonics, clarifiers and refreshers; soaps for personal use; skin cleansers; skin care preparations; skin care treatment preparations; facial moisturizers; facial cleansers; face creams; face lotions; face gels; face masks; eye creams; lotions and gels; skin cleansing lotions; skin cleansing creams; skin cleansing gels; facial scrub; non-medicated anti-wrinkle creams; lotions and gels; exfoliating soaps, scrubs, creams; lotions, gels and oils; non-medicated skin repair creams; lotions and gels; hand cream; body cream; body lotion; body gel; body toners; body cleansers; body sprays and body washes; moisturizing mist; non-medicated skin renewal creams; lotions and gels; makeup removers; eye makeup remover; moisturizing lotions and creams for the face and body; astringents



Country: China (People's Republic)

Trademark	Status	Client-Matter	Application Number	Filing Date	Registration Number	Registration Date	Due Date(s) - All Excluding Taken
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**ACUTE CARE**

	OAR Filed		15494691	13-Oct-2014			
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Agent: D.L.A Piper UK LLP Beijing Representative Office

Client: Rodan &amp; Fields, LLC

Owner: Rodan &amp; Fields, LLC

Class and Goods: Class: 03 Int.

Non-medicated skin products, namely, beauty mask; cosmetic preparations for skin care; cosmetics

**RODAN & FIELDS**

	Registered		3735355	27-Sep-2003			20 Jan 2016 - First Renewal
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Agent: Baker &amp; McKenzie, China

Client: Rodan &amp; Fields, LLC

Owner: Rodan &amp; Fields, LLC

Class and Goods: Class: 03 Int.

Cosmetics, skincare products, toiletries, hair care and perfumery

**RODAN & FIELDS**

	Registered		3735354	27-Sep-2003			27 Feb 2016 - First Renewal
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Agent: Baker &amp; McKenzie, China

Client: Rodan &amp; Fields, LLC

Owner: Rodan &amp; Fields, LLC

Class and Goods: Class: 05 Int.

Medicated skin care preparations and medicated cosmeceuticals

**RODAN & FIELDS**

	Registered		3735353	27-Sep-2003			20 Dec 2015 - First Renewal
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Agent: Baker &amp; McKenzie, China

Client: Rodan &amp; Fields, LLC

Owner: Rodan &amp; Fields, LLC

Class and Goods: Class: 44 Int.

Beauty consultation services and provision of information concerning color analysis, personal care products, cosmetics, cosmeceuticals, toiletries, perfumery, bath and body products, medicated and non-medicated skin care preparations, hair care products, beauty treatments and personal appearance

Country: China (People's Republic)

Trademark	Status	Client-Matter	Application Number	Registration Number	Filing Date	Registration Date	Due Date(s) - All Excluding Taken
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**RODAN + FIELDS**

Registered	385215-910706/CN	4605909	4605909	15-Apr-2005	14-Aug-2008	13 Aug 2018 - First Renewal
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Agent: Baker & McKenzie, China

Client: Rodan & Fields, LLC

Owner: Rodan & Fields, LLC

Class and Goods: Class: 03 Int.

Cosmetics; skincare products; toiletries; shampoos; hair conditioners; hair colorants; waving preparations for the hair; neutralizers for permanent waving; pomades; hair spray; hair blackening lotion; hair oil; hair regrowth oil; mousse; nutrition hair oil; perfumery

**RODAN + FIELDS**

Registered	385215-910707/CN	4605910	4605910	15-Apr-2005	14-Aug-2008	13 Aug 2018 - First Renewal
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Agent: Baker & McKenzie, China

Client: Rodan & Fields, LLC

Owner: Rodan & Fields, LLC

Class and Goods: Class: 05 Int.

Medicated skin care preparation; medicated cosmetics

**RODAN + FIELDS**

Registered	385215-910708/CN	4605908	4605908	15-Apr-2005	21-Oct-2008	20 Oct 2018 - First Renewal
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Agent: Baker & McKenzie, China

Client: Rodan & Fields, LLC

Owner: Rodan & Fields, LLC

Class and Goods: Class: 44 Int.

Beauty consultation services and provision of information concerning color analysis; personal care products; cosmetics; cosmeceuticals; toiletries; perfumery; bath and body products; medicated and non-medicated skin care preparations; hair care products; beauty treatments and personal appearance

**RODAN + FIELDS & Design**

Pending	385215-910710/WP-CN	1244786		02-Dec-2014		
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Client: Rodan & Fields, LLC

Owner: Rodan & Fields, LLC

Class and Goods: Class: 03 Int.

Non-medicated skin care preparations; non-medicated anti-wrinkle and anti-blemish skin preparations; skin brighteners and skin lighteners; skin bronzing preparations; sunscreen cream; non-medicated lip care preparations.

Class: 05 Int.

Medicated skin care preparations

Class: 44 Int.

Beauty consultation services regarding the selection and use of skin care preparations; personal care products; and beauty treatments; providing information concerning skin care preparations; personal care products; beauty treatments and personal appearance.

Country: China (People's Republic)

Trademark      Status      Client-Matter      Application Number      Filing Date      Due Date(s) - All Excluding Taken

**RODAN + FIELDS MULTI-MED**      Registered      385215-910702/CN      4669326      20-May-2005      20 Nov 2018 - First Renewal

Agent: Baker & McKenzie, China

Client: Rodan & Fields, LLC

Owner: Rodan & Fields, LLC

Class and Goods: Class: 03 Int.

Non-medicated skin care preparations, body creams, body exfoliating preparations, body lotions, body oils, body powders, body scrubs, body toners, body washes, concealers, eye creams, eye gels, eye makeup removers, face creams, face gels, face lotions, face masks, facial cleansers, facial emulsions, facial exfoliating preparations, facial makeup removers, facial mousse, facial moisturizers, facial soaps, facial toners, hand creams, non-medicated anti-wrinkle creams, lotions and gels, non-medicated facial skin oil controllers, non-medicated skin blemish preparations, non-medicated skin renewal creams, non-medicated skin repair creams, lotions and gels, personal soaps, skin balancing lotions, skin clarifiers, skin cleansing preparations, skin firming preparations, skin brighteners, skin lighteners, skin conditioners, skin refreshers, sunscreen and sunblock preparations, medicated skin care preparations and medicated cosmeceuticals, namely anti-acne preparations, anti-wrinkle preparations, skin balancing preparations, skin blemish preparations, skin brightening preparations, skin cleansers, skin creams, skin exfoliating preparations, skin firming preparations, skin lightening preparations, skin moisturizers, skin oil controllers, skin renewal preparations, skin soaps, skin toners

Country: Czech Republic

Trademark      Status      Client-Matter      Application Number      Filing Date      Registration Date      Due Date(s) - All Excluding Taken

**RODAN + FIELDS**      Registered      385215-910903/CZ      424253      15-Mar-2005      22-Dec-2005      15 Mar 2025 - Next Renewal

Agent: Baker & McKenzie

Client: Rodan & Fields, LLC

Owner: Rodan & Fields, LLC

Class and Goods: Class: 03 Int.

Cosmetics, complexion care products, toilet products - in the scope of this class, hair care products and perfume products

Class: 05 Int.

Medicinal complexion care products and medicinal cosmetics

Class: 44 Int.

Consulting services in the area of beautifying and rendering information in the area of analysis of colors, products for personal care, cosmetics, medicinal cosmetics, toilet products, perfume products, bath and body products, complexion medicinal products and complexion products without medicinal effects hair care products, in the areas of medicinal beautifying and personal appearance

Country: European Community

Trademark Status by Country/Name/Trademark

**MULTI-MED** Registered 0044247704 06-May-2005 06 May 2025 - Next Renewal

Agent: Lovells LLP

Client: Rodan & Fields, LLC

Owner: Rodan & Fields, LLC

Class and Goods: Class: 03 Int.

Cosmetics, skincare preparations, toiletries, essential oils, hair care preparations and perfumery

Class: 05 Int.

Medicated skin care preparations and medicated cosmeceuticals

**RODAN + FIELDS** Registered 004352605 22-Mar-2005 22 Mar 2025 - Next Renewal

Agent: Lovells LLP

Client: Rodan & Fields, LLC

Owner: Rodan & Fields, LLC

Class and Goods: Class: 03 Int.

Cosmetics, skincare, toiletries, essential oils, hair care preparations and perfumery

Class: 05 Int.

Medicated skin care preparations and medicated cosmeceuticals

Class: 44 Int.

Beauty consultation services and provision of information concerning color analysis, personal care products, cosmetics, cosmeceuticals, toiletries, perfumery, bath and body products, medicated and non-medicated skin care preparations, hair care products, beauty treatments and personal appearance

Country: European Community

Trademark      Status      Client-Matter      Application Number      Registration Number      Filing Date      Registration Date      Due Date(s) - All Excluding Taken

**RODAN + FIELDS & Design**      Registered      385215-911010/EM      013516299      013516299      02-Dec-2014      31-Mar-2015      02 Dec 2024 - First Renewal

Agent: DLA Piper UK LLP

Client: Rodan & Fields, LLC

Owner: Rodan & Fields, LLC

Class and Goods: Class: 03 Int.

Non-medicated skin care preparations; non-medicated anti-wrinkle and anti-blemish skin preparations; skin brighteners and skin lighteners; skin bronzing preparations; sunscreen cream; non-medicated lip care preparations.

Class: 05 Int.

Medicated skin care preparations.

Class: 44 Int.

Beauty consultation services regarding the selection and use of skin care preparations, personal care products, and beauty treatments; providing information concerning skin care preparations, personal care products, beauty treatments and personal appearance.

**RODAN + FIELDS ESSENTIALS**      Registered      385215-911006/EM      4008868      004008868      02-Sep-2004      15-Dec-2005      02 Sep 2024 - Next Renewal

Agent: DLA Piper UK LLP

Client: Rodan & Fields, LLC

Owner: Rodan & Fields, LLC

Class and Goods: Class: 03 Int.

Cosmetics, skincare preparations, toiletries, hair care preparations and perfumery

**RODAN + FIELDS REVERSE**      Registered      385215-911009/EM      003998291      003998291      25-Aug-2004      07-Dec-2005      25 Aug 2024 - Next Renewal

Agent: DLA Piper UK LLP

Client: Rodan & Fields, LLC

Owner: Rodan & Fields, LLC

Class and Goods: Class: 03 Int.

Cosmetics, skincare preparations, toiletries, hair care preparations and perfumery

**RODAN + FIELDS SOOTHE**      Registered      385215-911010/EM      4327763      4327763      08-Mar-2005      04-Apr-2006      08 Mar 2025 - Next Renewal

Agent: Lovells LLP

Client: Rodan & Fields, LLC

Owner: Rodan & Fields, LLC

Class and Goods: Class: 03 Int.

Cosmetics, skincare preparations, toiletries, essential oils, hair care preparations and purfurnery



Country: Hong Kong

Trademark	Status	Client-Matter	Application Number	Registration Number	Filing Date	Registration Date	Due Date(s) - All Excluding Taken
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RODAN + FIELDS & Design	Published		385215-911104/HK	303220406	02-Dec-2014		
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Agent: DLA Piper Hong Kong

Client: Rodan & Fields, LLC

Owner: Rodan & Fields, LLC

Class and Goods: Class: 03 Int.

Non-medicated skin care preparations; non-medicated anti-wrinkle and anti-blemish skin preparations; skin brighteners and skin lighteners; skin bronzing preparations; sunscreen cream; non-medicated lip care preparations.

Class: 05 Int.

Medicated skin care preparations.

Class: 44 Int.

Beauty consultation services regarding the selection and use of skin care preparations, personal care products, and beauty treatments; providing dermatology and beauty information concerning the selection and use of skin care preparations, personal care products and beauty treatments, and personal appearance.



Country: India

Trademark	Status	Client-Matter	Application Number	Filing Date	Registration Date	Due Date(s) - All Excluding Taken
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**RODAN + FIELDS**

Agent: DePenning & DePenning

Client: Rodan & Fields, LLC

Owner: Rodan & Fields, LLC

Class and Goods: Class: 03 Int.

Registered	385215-911402/IN	1681521	29-Apr-2008	31-Mar-2009	29 Apr 2018 - First Renewal
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Cosmetics; essential oils for personal use; and non-medicated skin care preparation, namely anti-perspirant/deodorants, body creams, body exfoliating preparations, body lotions, body oils, body powders, body scrubs, body toners, body washes, eye creams, eye gels, makeup removers, face creams, face gels, face lotions, face masks, facial cleansers, facial emulsions, facial exfoliating preparations, facial moisturizers, facial soaps, facial toners, hair conditioners, hair shampoos, hand creams, non-medicated anti-wrinkle creams, lotions and gels, non-medicated facial skin oil controllers, non-medicated skin renewal creams, non-medicated skin repair creams, lotions and gels, personal soaps, skin balancing lotions, skin cleansing preparations, skin firming preparations, skin brighteners, skin lighteners, skin refreshers, toiletries, namely, bath grains, bath oils, bath powders, bath salts, body cleansers, salt scrubs for the skin, shaving foams, creams, lotions and gels, sunless tanning preparations, sunscreens for the body, sunscreens for the face and after-sun soothing and moisturizing preparations

Class: 05 Int.

Medicated skin care preparations and medicated cosmeceuticals, namely anti-acne preparations, anti-wrinkle preparations, skin balancing preparations, skin brightening preparations, skin exfoliating preparations, skin firming preparations, skin lightening preparations, skin moisturizers, skin soaps, skin toners

Class: 42 Int.

Beauty consultation services regarding the selection and use of personal care products, cosmetics, cosmeceuticals, toiletries, bath and body products, medicated and non-medicated skin care preparations, hair care products and beauty treatments, color analysis and personal appearance; provision of information concerning color analysis, personal care products, cosmetics, cosmeceuticals, toiletries, bath and body products, medicated and non-medicated skin care preparations, hair care products, beauty treatments and personal appearance

**RODAN + FIELDS & Design**

Pending

385215-911403/WP-IN 1244786

02-Dec-2014

Client: Rodan & Fields, LLC

Owner: Rodan & Fields, LLC

Class and Goods: Class: 03 Int.

Non-medicated skin care preparations; non-medicated anti-wrinkle and anti-blemish skin preparations; skin brighteners and skin lighteners; skin bronzing preparations; sunscreen cream; non-medicated lip care preparations

Class: 05 Int.

Medicated skin care preparations.

Class: 44 Int.

Beauty consultation services regarding the selection and use of skin care preparations, personal care products, and beauty treatments; providing information concerning skin care preparations, personal care products, beauty treatments and personal appearance.

Country: India

Trademark	Status	Client-Matter	Application Number	Registration Number	Filing Date	Registration Date	Due Date(s) - All Excluding Taken
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**BELIEVE IN MORE. EMPOWER CHANGE.** Pending 385215-912904/WP 28-Apr-2015 28-Apr-2020 - 5 Year Dependency Deadline

Agent: DLA Piper US LLP (San Francisco)

Client: Rodan & Fields, LLC

Owner: Rodan & Fields, LLC

Class and Goods: Class: 35 Int.

Charitable services, namely, program support for education and community service in the nature of organizing and conducting volunteer programs and community service projects

Class: 36 Int.

Charitable fundraising; Charitable fundraising and financial support of programs for education and community service

**PRESCRIPTION FOR CHANGE** Pending 385215-912903/WP 28-Apr-2015 28-Apr-2020 - 5 Year Dependency Deadline

Agent: DLA Piper US LLP (San Francisco)

Client: Rodan & Fields, LLC

Owner: Rodan & Fields, LLC

Class and Goods: Class: 35 Int.

Charitable services, namely, program support for education and community service in the nature of organizing and conducting volunteer programs and community service projects

Class: 36 Int.

Charitable fundraising; Charitable fundraising and financial support of programs for education and community service

**RODAN + FIELDS & Design** Registered 385215-912902/WP 1244786 02-Dec-2014 02-Dec-2019 - 5 Year Dependency Deadline

Client: Rodan & Fields, LLC

Owner: Rodan & Fields, LLC

Class and Goods: Class: 03 Int.

Non-medicated skin care preparations; non-medicated anti-wrinkle and anti-blemish skin preparations; skin brighteners and skin lighteners; skin bronzing preparations; sunscreen cream; non-medicated lip care preparations.

Class: 05 Int.

Medicated skin care preparations.

Class: 44 Int.

Beauty consultation services regarding the selection and use of skin care preparations, personal care products, and beauty treatments; providing information concerning skin care preparations, personal care products, beauty treatments and personal appearance.

Country: Israel

Trademark      Status      Client-Matter      Application Number      Filing Date      Registration Date      Due Date(s) - All Excluding Taken

**RODAN + FIELDS**      Registered      385215-911302/IL      166797      09-Sep-2003      03-Aug-2004      09 Sep 2023 - Next Renewal

Agent: Reinhold Cohn & Partners

Client: Rodan & Fields, LLC

Owner: Rodan & Fields, LLC

Class and Goods: Class: 03 Int.

Cosmetics, skincare, toiletries, hair care and perfumery; all included

Class: 05 Int.

Medicated skin care preparations and medicated cosmeceuticals; all included

Class: 44 Int.

Beauty consultation services and provision of information concerning color analysis, personal care products, cosmetics, cosmeceuticals, toiletries, perfumery, bath and body products, medicated and non-medicated skin care preparations, hair care products, beauty treatments and personal appearance; all included

**RODAN + FIELDS & Design**      Pending      385215-911305/WP-IL      1244786      02-Dec-2014

Client: Rodan & Fields, LLC

Owner: Rodan & Fields, LLC

Class and Goods: Class: 03 Int.

Non-medicated skin care preparations; non-medicated anti-wrinkle and anti-blemish skin preparations; skin brighteners and skin lighteners; skin bronzing preparations; sunscreen cream; non-medicated lip care preparations.

Class: 05 Int.

Medicated skin care preparations.

Class: 44 Int.

Beauty consultation services regarding the selection and use of skin care preparations, personal care products, and beauty treatments; providing information concerning skin care preparations, personal care products, beauty treatments and personal appearance.

Country: Japan

Trademark	Status	Client-Matter	Application Number	Registration Number	Filing Date	Registration Date	Due Date(s) - All Excluding Taken
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<b>ACUTE CARE</b>	OAR Filed		2014-085212		09-Oct-2014		
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385215-911511/JP

Agent: Aiko Sato Patent Office

Client: Rodan & Fields, LLC

Owner: Rodan & Fields, LLC

Class and Goods: Class: 03 Int.

Skin patches containing anti-wrinkle and skin firming preparations in patch form; Other cosmetics and toiletries for use on the skin (not for medical purposes); Other cosmetics and toiletries; Soaps and detergents; Dentifrices; Perfume and flavour materials; Incenses and fragrances.

<b>BELIEVE IN MORE. EMPOWER CHANGE.</b>	Pending				28-Apr-2015		
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385215-911514/WP-JP

Agent: DLA Piper US LLP (San Francisco)

Client: Rodan & Fields, LLC

Owner: Rodan & Fields, LLC

Class and Goods: Class: 35 Int.

Charitable services, namely, program support for education and community service in the nature of organizing and conducting volunteer programs and community service projects

Class: 36 Int.

Charitable fundraising; Charitable fundraising and financial support of programs for education and community service

<b>MULTI-MED</b>	Registered		2005040458		10-May-2005		20 Jan 2016 - First Renewal
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385215-911502/JP

4923256

20-Jan-2006

Agent: Aiko Sato Patent Office

Client: Rodan & Fields, LLC

Owner: Rodan & Fields, LLC

Class and Goods: Class: 03 Int.

Soaps, perfumery and incenses, cosmetics and dentifrices

<b>PRESCRIPTION FOR CHANGE</b>	Pending				28-Apr-2015		
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385215-911513/WP-JP

Agent: DLA Piper US LLP (San Francisco)

Client: Rodan & Fields, LLC

Owner: Rodan & Fields, LLC

Class and Goods: Class: 35 Int.

Charitable services, namely, program support for education and community service in the nature of organizing and conducting volunteer programs and community service projects

Class: 36 Int.

Charitable fundraising; Charitable fundraising and financial support of programs for education and community service

Country: Japan

Trademark Status by Country/Name/Trademark

**RODAN & FIELDS**

Agent: Akiko Sato Patent Office  
 Client: Rodan & Fields, LLC  
 Owner: Rodan & Fields, LLC  
 Class and Goods: Class: 03 Int.  
 Soaps, perfumery and incenses, cosmetics and dentifrices

Class: 05 Int.  
 Medicines and drugs

Class: 44 Int.  
 Beauty salons, hairdressing salons and providing advice, training and information relating to beauty treatment; aromatherapy services

**RODAN + FIELDS**

Agent: Akiko Sato Patent Office  
 Client: Rodan & Fields, LLC  
 Owner: Rodan & Fields, LLC  
 Class and Goods: Class: 03 Int.  
 Soaps, perfumery and incenses, cosmetics and dentifrices

Class: 05 Int.  
 Medicines and drugs

Class: 44 Int.  
 Beauty salons, hairdressing salons and providing advice, training and information relating to beauty treatment; aromatherapy services

Client-Matter	Application Number	Registration Number	Filing Date	Registration Date	Due Date(s) - All Excluding Taken
385215-911504/JP	2003060478	4755972	18-Jul-2003	12-Mar-2004	12 Mar 2024 - Next Renewal

Registered	2005023956	4917972	18-Mar-2005	22-Dec-2005	22 Dec 2015 - First Renewal
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Country: Japan

Trademark Status by Country/Name/Trademark

RODAN + FIELDS & Design

Status: Pending

Client-Matter: 385215-911512/WP-JP

Owner: Rodan & Fields, LLC

Class and Goods: Class: 03 Int.

Non-medicated skin care preparations; non-medicated anti-wrinkle and anti-blenshish skin preparations; skin brighteners and skin lighteners; skin bronzing preparations; sunscreen cream; non-medicated lip care preparations.

Class: 05 Int.

Medicated skin care preparations.

Class: 44 Int.

Beauty consultation services regarding the selection and use of skin care preparations, personal care products, and beauty treatments; providing information concerning skin care preparations, personal care products, beauty treatments and personal appearance.

RODAN + FIELDS ESSENTIALS

Registered: 385215-911507/JP

Agent: Akiko Sato Patent Office

Client: Rodan & Fields, LLC

Owner: Rodan & Fields, LLC

Class and Goods: Class: 03 Int.

Soaps, perfumery and incenses, cosmetics and dentifrices

RODAN + FIELDS REVERSE

Registered: 385215-911509/JP

Agent: Akiko Sato Patent Office

Client: Rodan & Fields, LLC

Owner: Rodan & Fields, LLC

Class and Goods: Class: 03 Int.

Soaps, perfumery and incenses, cosmetics and dentifrices

RODAN + FIELDS SOOTHE

Registered: 385215-911510/JP

Agent: Akiko Sato Patent Office

Client: Rodan & Fields, LLC

Owner: Rodan & Fields, LLC

Class and Goods: Class: 03 Int.

Soaps, perfumery and incenses, cosmetics and dentifrices

Application Number	Registration Number	Filing Date	Registration Date	Due Date(s) - All Excluding Taken
2004083145	4912876	09-Sep-2004	02-Dec-2005	02 Dec 2015 - First Renewal
2004080080	4857900	31-Aug-2004	15-Apr-2005	15 Apr 2025 - Next Renewal
2005021507	4916325	11-Mar-2005	16-Dec-2005	16 Dec 2015 - First Renewal

Country: Korea, Republic of

Trademark      Status      Client-Matter      Application Number      Registration Number      Filing Date      Registration Date      Due Date(s) - All Excluding Taken

**ACUTE CARE**

Published      40-2014-0067786      10-Oct-2014  
 385215-911614/KR

Agent: Y. S. Chang & Associates

Client: Rodan & Fields, LLC

Owner: Rodan & Fields, LLC

Class and Goods: Class: 03 Int.

Non-medicated skin products, namely, skin patches containing anti-wrinkle and skin firming preparations.

**BELIEVE IN MORE. EMPOWER CHANGE.**

Pending      28-Apr-2015  
 385215-911617/WP-KR

Agent: DLA Piper US LLP (San Francisco)

Client: Rodan & Fields, LLC

Owner: Rodan & Fields, LLC

Class and Goods: Class: 35 Int.

Charitable services, namely, program support for education and community service in the nature of organizing and conducting volunteer programs and community service projects

Class: 36 Int.

Charitable fundraising; Charitable fundraising and financial support of programs for education and community service

**MULTI-MED**

Registered      40200521146      11-May-2005      02 Aug 2016 - First Renewal  
 385215-911602/KR      40-0672758      02-Aug-2006

Agent: First Law Offices of Korea

Client: Rodan & Fields, LLC

Owner: Rodan & Fields, LLC

Class and Goods: Class: 03 Int.

Body creams, body exfoliating preparations, body lotions, body oils, body powders, body scrubs, body toners, body washes, concealers, eye creams, eye gels, eye makeup removers, face creams, face gels, face lotions, face masks, facial cleansers, face emulsions, facial exfoliating preparations, facial makeup removers, facial mousse, facial moisturizers, facial soaps, facial toners, hand creams, non-medicated anti-wrinkle creams, non-medicated anti-wrinkle lotions, non-medicated anti-wrinkle gels, non-medicated facial skin oil controllers, non-medicated skin blemish preparations, non-medicated skin renewal creams, non-medicated skin repair creams, medicated skin repair lotions, medicated skin repair gels, personal soaps, skin balancing lotions, skin clarifiers, skin cleansing preparations, skin firming preparations, skin brighteners, skin lighteners, skin conditioners, skin refreshers, sunscreen, sunblock preparations, medicated soaps

Class: 05 Int.

Medicated skin care preparations and medicated cosmeceuticals, namely anti-acne preparations, anti-wrinkle preparations, skin balancing preparations, skin blemish preparations, skin brightening preparations, skin cleansers, skin creams, skin exfoliating preparations, skin firming preparations, skin lightening preparations, skin moisturizers, skin oil controllers, skin renewal preparations, skin toners

Country: Korea, Republic of

Trademark

Status	Client-Matter	Application Number	Registration Number	Filing Date	Registration Date	Due Date(s) - All Excluding Taken
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**PRESCRIPTION FOR CHANGE**

Pending 28-Apr-2015

385215-911616/WP-KR

Agent: D.L.A Piper US LLP (San Francisco)

Client: Rodan & Fields, LLC

Owner: Rodan & Fields, LLC

Class and Goods: Class: 35 Int.

Charitable services, namely, program support for education and community service in the nature of organizing and conducting volunteer programs and community service projects

Class: 36 Int.

Charitable fundraising; Charitable fundraising and financial support of programs for education and community service

**RODAN + FIELDS**

Registered	45-20051329	15-Mar-2005	07-Feb-2016 - First Renewal
385215-911605/KR	45-0015117	07-Feb-2006	

Agent: First Law Offices of Korea

Client: Rodan & Fields, LLC

Owner: Rodan & Fields, LLC

Class and Goods: Class: 03 Int.

Foundation cream, lipstick, mascara, face powder, skin lotion, skin milk, skin freshener, perfume, perfumed oil, cosmetic pencil, eye shadow, hair cream, hair conditioner, beauty soap, shampoo, suntan cream

Class: 05 Int.

Medicated skin care preparations, medicated cosmeceuticals, pharmaceutical preparations for skin cure, sunburn preparations for pharmaceutical purposes, lotions for medical purposes

Class: 44 Int.

Beauty consultation services and provision of information concerning color analysis, personal care products, cosmetics, cosmeceuticals, toiletries, perfumery, bath and body products, medicated and non-medicated skin care preparations, hair care products, beauty treatments and personal appearance



Country: Korea, Republic of

Trademark      Status      Client-Matter      Application Number      Registration Number      Filing Date      Registration Date      Due Date(s) - All Excluding Taken

**RODAN + FIELDS & Design**      Pending           385215-911615/WP-KR      1244786      02-Dec-2014

Client: Rodan & Fields, LLC

Owner: Rodan & Fields, LLC

Class and Goods: Class: 03 Int.

Non-medicated skin care preparations; non-medicated anti-wrinkle and anti-blemish skin preparations; skin brighteners and skin lighteners; skin bronzing preparations; sunscreen cream; non-medicated lip care preparations

Class: 05 Int.

Medicated skin care preparations.

Class: 44 Int.

Beauty consultation services regarding the selection and use of skin care preparations, personal care products, and beauty treatments; providing information concerning skin care preparations, personal care products, beauty treatments and personal appearance.

**RODAN + FIELDS REVERSE**      Registered           40200439536      400657444      27-Aug-2004      04-Apr-2006      04 Apr 2016 - First Renewal

Agent: First Law Offices of Korea

Client: Rodan & Fields, LLC

Owner: Rodan & Fields, LLC

Class and Goods: Class: 03 Int.

General toilet water, skin milk, skin freshener, skin toner, skin whitening cream, skin whitening lotion, skin moisturizer, cleansing cream, medicated cream, nourishing cream, massage gel, body cream, body cleanser, body moisturizer, foundation cream, perfume, lipstick, mascara, blusher, nail varnish, shampoo, beauty soap

**RODAN + FIELDS SOOTHE**      Registered           40200510037      400657415      09-Mar-2005      04-Apr-2006      04 Apr 2016 - First Renewal

Agent: First Law Offices of Korea

Client: Rodan & Fields, LLC

Owner: Rodan & Fields, LLC

Class and Goods: Class: 03 Int.

Skin lotion, skin milk, skin freshener, skin whitening cream, sunscreen cream, sunbanning cream, skin moisturizer, foundation cream, lipstick, mascara, face powder, perfume, perfumed oil, cosmetic pencil, eye shadow, hair cream, hair conditioner, beauty soap, shampoo

Class: 05 Int.

Medicated skin care preparations, medicated cosmeceuticals, pharmaceutical preparations for skin cure, sunburn ointments, sunburn preparations for pharmaceutical purposes

Country: Korea, Republic of

Trademark	Status	Client-Matter	Application Number	Filing Date	Registration Number	Registration Date	Due Date(s) - All Excluding Taken
UNBLEMISH	Registered		402905717	07-Jan-2005			04 Apr 2016 - First Renewal
		385215-911612/KR	400657452	04-Apr-2006			
	Agent: First Law Offices of Korea Client: Rodan & Fields, LLC Owner: Rodan & Fields, LLC						
	Class and Goods: Class: 03 Int. Cleansing cream, mask pack, skin milk, skin freshener, medicated cream, medicated toilet water, etheral essences general toilet water, cold cream, foundation cream, skin whitening cream, astringents for cosmetic purposes						

UNBLEMISH	Registered		40290442750	17-Sep-2004			07 Feb 2016 - First Renewal
		385215-911613/KR	40-0650243	07-Feb-2006			
	Agent: First Law Offices of Korea Client: Rodan & Fields, LLC Owner: Rodan & Fields, LLC						
	Class and Goods: Class: 05 Int. Medicated skin-care treatment preparations, namely, sunburn ointments, lotions for medical purposes, medicinal oils, pharmaceutical preparations for skin care						

Country: Malaysia

Trademark      Status      Client-Matter      Application Number      Filing Date      Registration Date      Due Date(s) - All Excluding Taken

**RODAN + FIELDS**      Registered      385215-911802/MY      03012514      17-Sep-2003      03-Aug-2006      17 Sep 2023 - Next Renewal

Agent: Shearn Delamore & Co.

Client: Rodan & Fields, LLC

Owner: Rodan & Fields, LLC

Class and Goods: Class: 03 Int.

Cosmetics, skincare preparations, toiletries, hair care preparations and perfumery

**RODAN + FIELDS**      Registered      385215-911803/MY      03012515      17-Sep-2003      27-Apr-2006      17 Sep 2023 - Next Renewal

Agent: Shearn Delamore & Co.

Client: Rodan & Fields, LLC

Owner: Rodan & Fields, LLC

Class and Goods: Class: 05 Int.

Medicated skin care preparations and medicated cosmeceuticals

**RODAN + FIELDS**      Registered      385215-911804/MY      03012513      17-Sep-2003      27-Apr-2006      17 Sep 2023 - Next Renewal

Agent: Shearn Delamore & Co.

Client: Rodan & Fields, LLC

Owner: Rodan & Fields, LLC

Class and Goods: Class: 44 Int.

Beauty consultation services and provision of information concerning color analysis, personal care products, cosmetics, cosmeceuticals, toiletries, perfumery, bath and body products, medicated and non-medicated skin care preparations, hair care products, beauty treatments and personal appearance

Country: Mexico

Trademark	Status	Client-Matter	Application Number	Registration Number	Filing Date	Registration Date	Due Date(s) - All Excluding Taken
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**RODAN + FIELDS**

Registered	951446	30-Jul-2008	30 Jul 2018 - First Renewal
385215-911704/MX	1131359	24-Nov-2009	

Agent: Arochi, Marroquin &amp; Lindner, S.C.

Client: Rodan &amp; Fields, LLC

Owner: Rodan &amp; Fields, LLC

Class and Goods: Class: 03 Int.

Cosmetics; essential oils for personal use; and non-medicated skin care preparations, namely anti-perspirant/deodorants; body creams; body exfoliating preparations; body lotions; body oils; body powders; body scrubs; body toners; body washes; eye creams; eye gels; eye makeup removers; face creams; face gels; face lotions; face masks; facial cleansers; facial emulsions; facial exfoliating preparations; facial makeup removers; facial moisturizers; facial soaps; facial toners; hair conditioners; hair shampoos; hand creams; non-medicated anti-wrinkle creams; lotions and gels; non-medicated facial skin oil controllers; non-medicated skin blemish preparations; non-medicated skin renewal creams; non-medicated skin repair creams; lotions and gels; personal soaps; skin balancing lotions; skin cleansing preparations; skin firming preparations; skin brighteners; skin lighteners; skin refreshers; toiletries; bath grains; bath oils; bath powders; bath salts; body cleansers; salt scrubs for the skin; shaving foams; creams; lotions and gels; sunless tanning preparations; sunscreens for the body; sunscreens for the face and after-sun soothing and moisturizing preparations

**RODAN + FIELDS**

Registered	951448	30-Jul-2008	30 Jul 2018 - First Renewal
385215-911705/MX	1119920	09-Sep-2009	

Agent: Arochi, Marroquin &amp; Lindner, S.C.

Client: Rodan &amp; Fields, LLC

Owner: Rodan &amp; Fields, LLC

Class and Goods: Class: 05 Int.

Medicated skin care preparations and medicated cosmeceuticals, namely anti-acne preparations, anti-wrinkle preparations, skin balancing preparations, skin blemish preparations, skin brightening preparations, skin cleansers, skin creams, skin exfoliating preparations, skin firming preparations, skin lightening preparations, skin moisturizers, skin oil controllers, skin renewal preparations, skin soaps, skin toners

**RODAN + FIELDS**

Registered	951451	30-Jul-2008	30 Jul 2018 - First Renewal
385215-911706/MX	1054848	21-Aug-2008	

Agent: Arochi, Marroquin &amp; Lindner, S.C.

Client: Rodan &amp; Fields, LLC

Owner: Rodan &amp; Fields, LLC

Class and Goods: Class: 44 Int.

Beauty consultation services regarding the selection and use of personal care products; cosmetics; cosmeceuticals; toiletries; bath and body products; medicated and non-medicated skin care preparations; hair care products and beauty treatments; color analysis and personal appearance; provision of information concerning color analysis; personal care products; cosmetics; cosmeceuticals; toiletries; bath and body products; medicated and non-medicated skin care preparations; hair care products; beauty treatments and personal appearance

Country: Mexico

Trademark	Status	Client-Matter	Application Number	Registration Number	Filing Date	Registration Date	Due Date(s) - All Excluding Taken
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<b>RODAN + FIELDS &amp; Design</b>	Pending		385215-911707/WP-MX	1244786	02-Dec-2014		
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Client: Rodan & Fields, LLC

Owner: Rodan & Fields, LLC

Class and Goods: Class: 03 Int.

Non-medicated skin care preparations; non-medicated anti-wrinkle and anti-blemish skin preparations; skin brighteners and skin lighteners; skin bronzing preparations; sunscreen cream; non-medicated lip care preparations

<b>RODAN + FIELDS &amp; Design</b>	Pending		385215-911708/WP-MX	1244786	02-Dec-2014		
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Client: Rodan & Fields, LLC

Owner: Rodan & Fields, LLC

Class and Goods: Class: 05 Int.

Medicated skin care preparations.

<b>RODAN + FIELDS &amp; Design</b>	Pending		385215-911709/WP-MX	1244786	02-Dec-2014		
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Client: Rodan & Fields, LLC

Owner: Rodan & Fields, LLC

Class and Goods: Class: 44 Int.

Beauty consultation services regarding the selection and use of skin care preparations, personal care products, and beauty treatments; providing information concerning skin care preparations, personal care products, beauty treatments and personal appearance.

Country: New Zealand

Trademark	Status	Client-Matter	Application Number	Registration Number	Filing Date	Registration Date	Due Date(s) - All Excluding Taken
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RODAN + FIELDS

Registered

385215-912102/NZ

788263

788263

28-Apr-2008

12-Feb-2009

28 Apr 2018 - First Renewal

Client: Rodan &amp; Fields, LLC

Owner: Rodan &amp; Fields, LLC

Class and Goods: Class: 03 Int

Cosmetics; essential oils for personal use; and non-medicated skin care preparations, namely anti-perspirant/deodorants; body creams; body exfoliating preparations; body lotions; body oils; body powders; body scrubs; body toners; body washes; eye creams; eye gels; eye makeup removers; face creams; face gels; face lotions; face masks; facial cleansers; facial emulsions; facial exfoliating preparations; facial makeup removers; facial moisturizers; facial soaps; facial toners; hair conditioners; hair shampoos; hand creams; non-medicated anti-wrinkle creams; lotions and gels; non-medicated facial skin oil controllers; non-medicated skin blemish preparations; non-medicated skin renewal creams; non-medicated skin repair creams; lotions and gels; personal soaps; skin balancing lotions; skin cleansing preparations; skin firming preparations; skin brighteners; skin lighteners; skin refreshers; lotions, namely, bath grains; bath oils; bath powders; bath salts; body cleansers; salt scrubs for the skin; shaving foams; creams, lotions and gels; sunless tanning preparations; sunscreens for the body; sunscreens for the face and after-sun soothing and moisturizing preparations

Class: 05 Int

Medicated skin care preparations and medicated cosmeceuticals, namely anti-acne preparations; anti-wrinkle preparations; skin balancing preparations; skin blemish preparations; skin brightening preparations; skin cleansers; skin creams; skin exfoliating preparations; skin firming preparations; skin highlighting preparations; skin moisturizers; skin oil controllers; skin renewal preparations; skin soaps; skin toners

Class: 44 Int

Beauty consultation services regarding the selection and use of personal care products; cosmetics; cosmeceuticals; toiletries; bath and body products; medicated and non-medicated skin care preparations; hair care products and beauty treatments; color analysis and personal appearance; provision of information concerning color analysis; personal care products; cosmetics; cosmeceuticals; toiletries; bath and body products; medicated and non-medicated skin care preparations; hair care products; beauty treatments and personal appearance

Country: Norway

Trademark	Status	Client-Matter	Application Number	Filing Date	Registration Date	Due Date(s) - All Excluding Taken
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RODAN + FIELDS	Registered	385215-912002/NO	200308145	01-Sep-2003	01-Apr-2004	01 Apr 2024 - Next Renewal
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Agent: Acapo AS

Client: Rodan & Fields, LLC

Owner: Rodan & Fields, LLC

Class and Goods: Class: 03 Int.

Cosmetics, skincare, toiletries, hair care and perfumery

Class: 05 Int.

Medical skin care preparations and medicated cosmeceuticals

Class: 44 Int.

Beauty consultation services and provision of information concerning colour analyses, personal care products, cosmetics, medical cosmeceuticals, toiletries, perfumery, bath and body products, medicated and non-medicated skin care preparations, hair care products, beauty treatments and personal appearance

Country: Russian Federation

Trademark	Status	Client-Matter	Application Number	Registration Number	Filing Date	Registration Date	Due Date(s) - All Excluding Taken
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<b>RODAN + FIELDS</b>	Registered	385215-912303/RU	2005706167	304612	22-Mar-2005	11-Apr-2006	22 Mar 2025 - Next Renewal
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Agent: D.L.A Piper - Russia

Client: Rodan & Fields, LLC

Owner: Rodan & Fields, LLC

Class and Goods: Class: 03 Int.

Soaps; perfumes and perfumery; essential oils; cosmetics and toiletries for bath and shower; cosmetics, including make-up; skin care; body care; hair care and hands care cosmetic preparations; nail care preparations; toiletries; hair lotions, shampoos, conditioners; hair waving preparations; hair colorants

Class: 05 Int.

Sanitary preparations for medical purposes; medicated cosmetics and preparations for skin and hair; dietetic substances adapted for medical use; materials for dressings

Class: 44 Int.

Beauty consultation services; provision of information concerning personal care products; cosmetics; cosmeceuticals; perfumery; toiletries; bath and body products; hair care products; beauty treatments; beauty shops

<b>RODAN + FIELDS &amp; Design</b>	Pending	385215-912304/WP-RU	1244786		02-Dec-2014		
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Client: Rodan & Fields, LLC

Owner: Rodan & Fields, LLC

Class and Goods: Class: 03 Int.

Non-medicated skin care preparations; non-medicated anti-wrinkle and anti-blemish skin preparations; skin brighteners and skin lighteners; skin bronzing preparations; sunscreen cream; non-medicated lip care preparations

Class: 05 Int.

Medicated skin care preparations.

Class: 44 Int.

Beauty consultation services regarding the selection and use of skin care preparations, personal care products; and beauty treatments; providing information concerning skin care preparations, personal care products, beauty treatments and personal appearance.



Country: Singapore

## Trademark

Status	Client-Matter	Application Number	Registration Number	Filing Date	Registration Date	Due Date(s) - All Excluding Taken
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## RODAN + FIELDS

Registered	385215-912402/SG	T088055081	T08055081	29-Apr-2008	04-Sep-2008	29 Apr 2018 - First Renewal
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Agent: Baker &amp; McKenzie

Client: Rodan &amp; Fields, LLC

Owner: Rodan &amp; Fields, LLC

Class and Goods: Class: 03 Int.

Cosmetics; essential oils for personal use; and non-medicated skin care preparations, namely anti-perspirant/deodorants; body creams; body exfoliating preparations; body lotions; body oils; body powders; body scrubs; body toners; body washes; eye creams; eye gels; eye makeup removers; face creams; face gels; face lotions; face masks; facial cleansers; facial emulsions; facial exfoliating preparations; facial makeup removers; facial moisturizers; facial soaps; facial toners; hair conditioners; hair shampoos; hand creams; non-medicated anti-wrinkle creams; lotions and gels; non-medicated facial skin oil controllers; non-medicated skin blemish preparations; non-medicated skin renewal creams; non-medicated skin repair creams; lotions and gels; personal soaps; skin balancing lotions; skin cleansing preparations; skin firming preparations; skin brighteners; skin lighteners; skin refreshers; toiletries; namely: bath grains; bath oils; bath powders; bath salts; body cleansers; salt scrubs for the skin; shaving foams; creams; lotions and gels; sunless tanning preparations; sunscreens for the body; sunscreens for the face and after-sun soothing and moisturizing preparations

Class: 05 Int.

Medicated skin care preparations and medicated cosmeceuticals, namely anti-acne preparations, anti-wrinkle preparations, skin balancing preparations, skin blemish preparations, skin brightening preparations, skin cleansers, skin creams, skin exfoliating preparations, skin firming preparations, skin lightening preparations, skin moisturizers, skin oil controllers, skin renewal preparations, skin soaps, skin toners

Class: 44 Int.

Beauty consultation services regarding the selection and use of personal care products; cosmetics; cosmeceuticals; toiletries; bath and body products; medicated and non-medicated skin care preparations, hair care products and beauty treatments; color analysis and personal appearance; provision of information concerning color analysis; personal care products; cosmetics; cosmeceuticals; toiletries; bath and body products; medicated and non-medicated skin care preparations; hair care products; beauty treatments and personal appearance

Country: Singapore

Trademark

Status	Client-Matter	Application Number	Registration Number	Filing Date	Registration Date	Due Date(s) - All Excluding Taken
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RODAN + FIELDS & Design

Pending

385215-912403/WP-SG 1244786

02-Dec-2014

Client: Rodan & Fields, LLC

Owner: Rodan & Fields, LLC

Class and Goods: Class: 03 Int.

Non-medicated skin care preparations; non-medicated anti-wrinkle and anti-blemish skin preparations; skin brighteners and skin lighteners; skin bronzing preparations; sunscreen cream; non-medicated lip care preparations

Class: 05 Int.

Medicated skin care preparations.

Class: 44 Int.

Beauty consultation services regarding the selection and use of skin care preparations, personal care products, and beauty treatments; providing information concerning skin care preparations, personal care products, beauty treatments and personal appearance.

Country: South Africa

Trademark	Status	Client-Matter	Application Number	Filing Date	Registration Date	Due Date(s) - All Excluding Taken
<b>RODAN + FIELDS</b>	Registered		200314854	02-Sep-2003		02 Sep 2023 - Next Renewal
		Agent: Spoor and Fisher - Pretoria Client: Rodan & Fields, LLC Owner: Rodan & Fields, LLC	385215-912802/ZA	20-Jul-2010		
		Class and Goods: Class: 03 Int. Cosmetics, skincare, toiletries, hair care and perfumery				
<b>RODAN + FIELDS</b>	Registered		200314855	02-Sep-2003		02 Sep 2023 - Next Renewal
		Agent: Spoor and Fisher - Pretoria Client: Rodan & Fields, LLC Owner: Rodan & Fields, LLC	385215-912803/ZA	20-Jul-2010		
		Class and Goods: Class: 05 Int. Medicated skin care preparations and medicated cosmeceuticals				
<b>RODAN + FIELDS</b>	Registered		200314853	02-Sep-2003		02 Sep 2023 - Next Renewal
		Agent: Spoor and Fisher - Pretoria Client: Rodan & Fields, LLC Owner: Rodan & Fields, LLC	385215-912804/ZA	20-Jul-2010		
		Class and Goods: Class: 44 Int. Beauty consultation services and provision of information concerning color analysis, personal care products, cosmetics, cosmeceuticals, toiletries, perfumery, bath and body products, medicated and non-medicated skin care preparations, hair care products, beauty treatments and personal appearance				

Country: Switzerland

Trademark      Status      Client-Matter      Application Number      Filing Date      Registration Date      Due Date(s) - All Excluding Taken

**RODAN + FIELDS**      Registered      385215-9/10503/CH      519812005      11-Mar-2005      10-May-2005      11 Mar 2025 - Next Renewal

Agent: E. Blum & Co. AG

Client: Rodan & Fields, LLC

Owner: Rodan & Fields, LLC

Class and Goods: Class: 03 Int.

Soaps; perfumery; toiletries; essential oils; cosmetics; hair tonics; hair care products; dentifrices

Class: 05 Int.

Medicated skin care preparations and medicated cosmeceuticals

Class: 44 Int.

Beauty consultation services including services in the field of color analysis; personal care products; cosmetics; cosmeceuticals; toiletries; perfumery; bath-and body care products; medicated and non-medicated skin care preparations; hair care preparations; beauty treatments and personal appearance

Country: Taiwan

Trademark      Status      Client-Matter      Application Number      Filing Date      Registration Date      Due Date(s) - All Excluding Taken

**RODAN + FIELDS**      Registered      385215-912605/TW      094013031      23-Mar-2005      01-Jan-2006      31 Dec 2015 - First Renewal

Agent: DLA Piper US LLP (San Francisco)

Client: Rodan & Fields, LLC

Owner: Rodan & Fields, LLC

Class and Goods: Class: 03 Int.

Cosmetics, skincare, toiletries, hair care products, perfumery, namely anti-perspirant/deodorants, body exfoliating preparations, body washes, eye creams, face masks, facial soaps, hair shampoos, hair conditioners, hair mousses, hand creams, skin refreshers, bath oils, bath salts, skin bronzing creams, sunless tanning preparations

**RODAN + FIELDS**      Registered      385215-912606/TW      094013032      23-Mar-2005      01-Nov-2005      31 Oct 2015 - First Renewal

Agent: DLA Piper US LLP (San Francisco)

Client: Rodan & Fields, LLC

Owner: Rodan & Fields, LLC

Class and Goods: Class: 05 Int.

Medicines and medicinal preparations for treatment of skin

**RODAN + FIELDS**      Registered      385215-912607/TW      094013033      23-Mar-2005      01-Dec-2005      30 Nov 2015 - First Renewal

Agent: DLA Piper US LLP (San Francisco)

Client: Rodan & Fields, LLC

Owner: Rodan & Fields, LLC

Class and Goods: Class: 44 Int.

Beauty consultation services and provision of information concerning color analysis, personal care products, cosmetics, cosmeceuticals, toiletries, perfumery, bath and body products, medicated and non-medicated skin care preparation, hair care products, beauty treatments and personal appearance, hairdressing salons, beauty services, sauna services, body fitness services, massage services, aroma therapy services

Country: Taiwan

Trademark	Status	Client-Matter	Application Number	Registration Number	Filing Date	Registration Date	Due Date(s) - All Excluding Taken
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RODAN + FIELDS & Design	Pending		385215-912608/TW	103069286	02-Dec-2014		
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Agent: Saint Island International Patent and Law Offices

Client: Rodan & Fields, LLC

Owner: Rodan & Fields, LLC

Class and Goods: Class: 03 Int.

Non-medicated skin care preparations; non-medicated anti-wrinkle and anti-blemish skin preparations; skin brighteners and skin lighteners; skin bronzing preparations; sunscreen cream; non-medicated lip care preparations.

Class: 05 Int.

Medicated skin care preparations.

Class: 44 Int.

Beauty consultation services regarding the selection and use of skin care preparations; personal care products; and beauty treatments; providing information concerning skin care preparations; personal care products; beauty treatments and personal appearance.

Country: Turkey

Trademark

Trademark	Status	Client-Matter	Application Number	Filing Date	Registration Date	Due Date(s) - All Excluding Taken
RODAN + FIELDS	Registered		2005012390	06-Apr-2005		06 Apr 2025 - Next Renewal
		385215-912502/TR	2005012390	06-Apr-2005		

Agent: Stock Industrial Property Services A.S.

Client: Rodan & Fields, LLC

Owner: Rodan & Fields, LLC

Class and Goods: Class: 03 Int.

Cosmetics, skincare, toiletries, hair care and perfumery

Class: 05 Int.

Medicated skin care preparations and medicated cosmeceuticals

Class: 44 Int.

Beauty consultation services and provision of information concerning color analysis, personal care products, cosmetics, cosmeceuticals, toiletries, perfumery, bath and body products, mediated and non-medicated skin care preparations, hair care products, beauty treatments and personal appearance

Country: United Arab Emirates

Trademark      Status      Client-Matter      Application Number      Filing Date      Registration Date      Due Date(s) - All Excluding Taken

**RODAN + FIELDS**      Registered      385215-910102/AE      56567      20-Oct-2003      18-Oct-2005      20 Oct 2023 - Next Renewal

Agent: Saba & Co. IP - United Arab Emirates

Client: Rodan & Fields, LLC

Owner: Rodan & Fields, LLC

Class and Goods: Class: 03 Int.

Cosmetics, skincare, toiletries, hair care and perfumery

**RODAN + FIELDS**      Registered      385215-910103/AE      55710      20-Oct-2003      18-Oct-2005      20 Oct 2023 - Next Renewal

Agent: Saba & Co. IP - United Arab Emirates

Client: Rodan & Fields, LLC

Owner: Rodan & Fields, LLC

Class and Goods: Class: 05 Int.

Medicated skin care preparations and medicated cosmeceuticals

**RODAN + FIELDS**      Registered      385215-910104/AE      55709      20-Oct-2003      18-Oct-2005      20 Oct 2023 - Next Renewal

Agent: Saba & Co. IP - United Arab Emirates

Client: Rodan & Fields, LLC

Owner: Rodan & Fields, LLC

Class and Goods: Class: 44 Int.

Beauty consultation services and provision of information concerning color analysis, personal care products, cosmetics, cosmeceuticals, toiletries, perfumery, bath and body products, medicated and non-medicated skin care preparations, hair care products, beauty treatments and personal appearance



Country: Venezuela

Trademark	Status	Client-Matter	Application Number	Filing Date	Registration Number	Registration Date	Due Date(s) - All Excluding Taken
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<b>RODAN + FIELDS</b>	Registered		55012005	23-Mar-2005	P266869	19-Dec-2005	19 Dec 2015 - First Renewal
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Agent: DLA Piper US LLP (San Francisco)

Client: Rodan & Fields, LLC

Owner: Rodan & Fields, LLC

Class and Goods: Class: 03 Int.

Cosmetics, skincare, toiletries, hair care and perfumery

<b>RODAN + FIELDS</b>	Registered		55562005	28-Mar-2005	P266880	19-Dec-2005	19 Dec 2015 - First Renewal
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Agent: DLA Piper US LLP (San Francisco)

Client: Rodan & Fields, LLC

Owner: Rodan & Fields, LLC

Class and Goods: Class: 05 Int.

Medicated skin care preparations and medicated cosmeceuticals

<b>RODAN + FIELDS</b>	Registered		55552005	28-Mar-2005	S029986	19-Dec-2005	19 Dec 2015 - First Renewal
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Client: Rodan & Fields, LLC

Owner: Rodan & Fields, LLC

Class and Goods: Class: 44 Int.

Beauty consultation services and provision of information concerning color analysis, personal care products, cosmetics, cosmeceuticals, toiletries, perfumery, bath and body products, medicated and non-medicated skin care preparations, hair care products, beauty treatments and personal appearance

**EXHIBIT E**

(See Section 3.11 of Security Agreement)

**TITLE DOCUMENTS**

I. Vehicles subject to certificates of title:

None.

II. Aircraft/engines/parts, ships, railcars and other vehicles governed by federal statute:

None.

**EXHIBIT F**

(See Section 3.11 of Security Agreement)

**FIXTURES**

I. Legal description, county and street address of property on which Fixtures are located (by Grantor):

None.

II. Name and Address of Record Owner:

None.

**EXHIBIT G**

(See Section 3.13 of Security Agreement and Definition of “Pledged Collateral”)

**LIST OF PLEDGED COLLATERAL, SECURITIES  
AND OTHER INVESTMENT PROPERTY**

**STOCKS**

<b>Grantor</b>	<b>Subsidiary</b>	<b>Number of Shares</b>	<b>Class of Interests</b>	<b>Percentage of Class Owned</b>
Rodan & Fields, LLC	Rodan & Fields Canada, ULC	100	Common shares	100%
Rodan & Fields, LLC	Rodan & Fields Australia Pty Ltd	100	Ordinary shares	100%

**BONDS**

<b><u>Issuer</u></b>	<b><u>Number</u></b>	<b><u>Face Amount</u></b>	<b><u>Coupon Rate</u></b>	<b><u>Maturity</u></b>
None.				

**GOVERNMENT SECURITIES**

<b><u>Issuer</u></b>	<b><u>Number</u></b>	<b><u>Type</u></b>	<b><u>Face Amount</u></b>	<b><u>Coupon Rate</u></b>	<b><u>Maturity</u></b>
None.					

**OTHER SECURITIES OR OTHER INVESTMENT PROPERTY  
(CERTIFICATED AND UNCERTIFICATED)**

<b><u>Issuer</u></b>	<b><u>Description of Collateral</u></b>	<b><u>Percentage Ownership Interest</u></b>
None.		

**EXHIBIT H**

(See Section 3.1 of Security Agreement)

**OFFICES IN WHICH FINANCING STATEMENTS HAVE BEEN FILED**

The Secretary of State of the State of California.

**EXHIBIT I**

(See Section 4.4 and 4.8 of Security Agreement)

**AMENDMENT**

This Amendment, dated \_\_\_\_\_, \_\_\_ is delivered pursuant to Section 4.4 of the Security Agreement referred to below. All defined terms herein shall have the meanings ascribed thereto or incorporated by reference in the Security Agreement. The undersigned hereby certifies that the representations and warranties in Article III of the Security Agreement are and continue to be true and correct. The undersigned further agrees that this Amendment may be attached to that certain SECURITY AGREEMENT, dated September 8, 2015, between the undersigned, as the Grantor, and CITIBANK, N.A., as the Collateral Agent (as amended or modified from time to time prior to the date hereof, the “**Security Agreement**”) and that the Collateral listed on Schedule I to this Amendment shall be and become a part of the Collateral referred to in said Security Agreement and shall secure all Secured Obligations referred to in the Security Agreement.

**RODAN & FIELDS, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SCHEDULE I TO AMENDMENT**

STOCKS

<u>Issuer</u>	<u>Certificate Number(s)</u>	<u>Number of Shares</u>	<u>Class of Stock</u>	<u>Percentage of Outstanding Shares</u>

BONDS

<u>Issuer</u>	<u>Number</u>	<u>Face Amount</u>	<u>Coupon Rate</u>	<u>Maturity</u>

GOVERNMENT SECURITIES

<u>Issuer</u>	<u>Number</u>	<u>Type</u>	<u>Face Amount</u>	<u>Coupon Rate</u>	<u>Maturity</u>

OTHER SECURITIES OR OTHER INVESTMENT PROPERTY  
(CERTIFICATED AND UNCERTIFICATED)

<u>Issuer</u>	<u>Description of Collateral</u>	<u>Percentage Ownership Interest</u>

[Add description of custody accounts or arrangements with securities intermediary, if applicable]

COMMERCIAL TORT CLAIMS

<u>Description of Claim</u>	<u>Parties</u>	<u>Case Number; Name of Court where Case was Filed</u>

**EXHIBIT J**

(See "Assigned Contracts" Definition)

**ASSIGNED CONTRACTS**

None.



**EXHIBIT K**

(See “Commercial Tort Claims” Definition)

**COMMERCIAL TORT CLAIMS**

None.