

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM393323

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Revision, LLC		08/01/2016	Limited Liability Company: DELAWARE
Goodier Cosmetics, LLC		08/01/2016	Limited Liability Company: DELAWARE
JAMRM, LLC		08/01/2016	Limited Liability Company: TEXAS

RECEIVING PARTY DATA

Name:	Healthcare Financial Solutions, LLC, as Agent
Street Address:	2 Bethesda Metro Center
Internal Address:	Suite 600
City:	Bethesda
State/Country:	MARYLAND
Postal Code:	20814
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	4466134	AGE INTELLIGENTLY
Serial Number:	86944365	AVALASH
Serial Number:	86920086	D · E · J EYE CREAM
Serial Number:	86920211	D · E · J FACE CREAM
Registration Number:	3551359	INTELLISHADE
Registration Number:	3674517	LUMIQUIN
Registration Number:	3143528	NECTIFIRM
Serial Number:	86233991	PROFOUND ILLUMINATION
Serial Number:	86417239	PROFOUND LUMINOSITY
Serial Number:	86735004	REFILLMENT
Serial Number:	86722594	RETINOL COMPLETE
Serial Number:	86662384	REVISION SKINCARE
Serial Number:	86682523	REVOX
Registration Number:	2633142	TEAMINE COMPLEX

OP \$490.00 4466134

Property Type	Number	Word Mark
Registration Number:	4343313	TEAMINE CONCEALER
Registration Number:	4572964	MATCHES EVERY SKIN TONE EVERY TIME
Registration Number:	4340909	WE'VE GOT DARK CIRCLES COVERED
Registration Number:	2309879	REVISION
Registration Number:	3910637	MATCHES EVERY SKIN TONE, EVERY TIME, GUA

CORRESPONDENCE DATA

Fax Number: 4044435697

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: 212-548-7083

Email: lallen@mcguirewoods.com

Correspondent Name: Richard C. Tisdale, Esq.

Address Line 1: McGuireWoods LLP

Address Line 2: 1230 Peachtree Street, N.E., Ste 2100

Address Line 4: Atlanta, GEORGIA 30253

NAME OF SUBMITTER:	Latosha E. Allen
SIGNATURE:	/Latosha E. Allen/
DATE SIGNED:	08/01/2016

Total Attachments: 7

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THIS TRADEMARK SECURITY AGREEMENT, dated as of August 1, 2016, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Healthcare Financial Solutions, LLC (“HFS”), as agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of August 1, 2016 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrowers, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and HFS, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, each Grantor is party to that certain Guaranty and Security Agreement of even date herewith in favor of the Agent (the “Guaranty and Security Agreement”) pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (except to the extent constituting Excluded Property) of such Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks, including, without limitation, those pending and registered Trademarks referred to on Schedule 1 hereto;
- (a) all renewals of the foregoing;
- (b) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

Section 5. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

IMMEDIATELY AFTER GIVING EFFECT
TO THE CLOSING DATE ACQUISITION:

REVISION, LLC

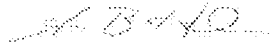
as Grantor

GOODIER COSMETICS, LLC

as Grantor

JAMRM, LLC

as Grantor

By: 

Name: Andrew Hochman

Title: Vice President and Secretary

ACCEPTED AND AGREED
as of the date first above written:

HEALTHCARE FINANCIAL SOLUTIONS, LLC
as Agent

By: *M. Olman*
Name: Maryana Olman
Title: Its Duly Authorized Signatory

**SCHEDULE 1 TO THE
TRADEMARK SECURITY AGREEMENT**

Dated as of August 1, 2016

among



**REVISION, LLC,
GOODIER COSMETICS, LLC,
JAMRM, LLC**

and

**HEALTHCARE FINANCIAL SOLUTIONS, LLC,
as Agent**

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

United States Trademarks registered with the United States Patent and Trademark Office:

MARK	STATUS/KEY DATES	OWNER
AGE INTELLIGENTLY App. No.:85953560 Reg. No.:4466134	Reg. Date: January 14, 2014	JAMRM, LLC
AVALASH App. No.:86944365	App. Date: March 17, 2016	JAMRM, LLC
D · E · J EYE CREAM (Stylized)  App. No.:86920086	App. Date: February 25, 2016	JAMRM, LLC
D · E · J FACE CREAM (Stylized)  App. No.:86920211	App. Date: February 25, 2016	JAMRM, LLC
INTELLISHADE App. No.:77312243 Reg. No.:3551359	Reg. Date: December 23, 2008	JAMRM, LLC
LUMIQUIN App. No.:78662085 Reg. No.:3674517	Reg. Date: August 25, 2009	JAMRM, LLC
NECTIFIRM App. No.:78586422 Reg. No.:3143528	Reg. Date: September 12, 2006	JAMRM, LLC
PROFOUND ILLUMINATION App. No.:86233991	App. Date: March 27, 2014	JAMRM, LLC
PROFOUND LUMINOSITY App. No.:86417239	App. Date: October 7, 2014	JAMRM, LLC
REFILLMENT App. No.:86735004	App. Date: August 24, 2015	JAMRM, LLC
RETINOL COMPLETE	App. Date: August 12, 2015	JAMRM, LLC

MARK	STATUS/KEY DATES	OWNER
App. No.:86722594		
REVISION SKINCARE App. No.:86662384	Filed App. Date: June 15, 2015	JAMRM, LLC
REVOX App. No.:86682523	Filed App. Date: July 2, 2015	JAMRM, LLC
TEAMINE COMPLEX App. No.:76244651 Reg. No.:2633142	Reg. Date: October 8, 2002	JAMRM, LLC
TEAMINE CONCEALER App. No.:85466085 Reg. No.:4343313	Reg. Date: May 28, 2013	JAMRM, LLC
MATCHES EVERY SKIN TONE EVERY TIME RN: 4572964 SN: 85721776	Registered July 22, 2014	Revision, LLC
WE'VE GOT DARK CIRCLES COVERED RN: 4340909 SN: 85563782	Registered May 28, 2013	Revision, LLC
REVISION App. No.:75465839 Reg. No.:2309879	Reg. Date: January 18, 2000	JAMRM, LLC
MATCHES EVERY SKIN TONE, EVERY TIME, GUARANTEED. RN: 3910637 SN: 85045155	Registered January 25, 2011	Revision, LLC