

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM404907

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TOO FACED COSMETICS, LLC		11/08/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	KEYBANK NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT		
Street Address:	4900 TIEDEMAN RD		
Internal Address:	MAIL CODE: OH-01-49-0114		
City:	BROOKLYN		
State/Country:	OHIO		
Postal Code:	44144		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 41			
Property Type	Number	Word Mark	
Serial Number:	87091382	PEANUT BUTTER AND HONEY	
Serial Number:	87088810	PRETTY SWEET	
Serial Number:	87081819	LOVE LIGHT	
Serial Number:	87079591	PEACH PERFECT	
Serial Number:	87058444	MELTED LIGHT	
Serial Number:	87026869	MELTED LATEX	
Serial Number:	87023776	BETTER TOGETHER	
Serial Number:	87018479	THE QUICKIE CHRONICLES	
Serial Number:	87018475	LAYOVER	
Serial Number:	87011543	MR. RIGHT NOW	
Serial Number:	87011540	MISS RIGHT	
Serial Number:	87008388	PAINT THE WORLD PINK	
Serial Number:	87008316	PAINT THE WORLD PINK	
Serial Number:	87008249	PAINT THE WORLD PINK	
Serial Number:	87008211	PAINT THE WORLD PINK	
Serial Number:	87008096	PAINT THE WORLD PINK	
Serial Number:	87005041	MELTED PEACHES	
Serial Number:	87005033	SWEET PEACH GLOW	
TRADEMARK			

OP \$1040.00 87091382

Property Type	Number	Word Mark
Serial Number:	86968447	CHOCOLATE PUDDING
Serial Number:	86959283	UNICORN TEARS
Serial Number:	86957197	SLEEPOVER
Serial Number:	86957192	MELTED CANDY
Serial Number:	86943070	COFFEE & DONUTS
Serial Number:	86941358	GLITTER POP
Serial Number:	86929997	TOO FACED SOCIAL CLUB
Serial Number:	86929958	TOO FACED SOCIAL CLUB
Serial Number:	86929953	TOO FACED SOCIAL CLUB
Serial Number:	86929948	TOO FACED SOCIAL CLUB
Serial Number:	86912763	LIPSTICK MAFIA
Serial Number:	86902482	FUNFETTI
Serial Number:	86881441	TWINKLE TWINKLE
Serial Number:	86869642	COCONUT GLOW
Serial Number:	86791371	PASSPORT TO BRONZE
Serial Number:	86791366	PASSPORT TO BRONZE
Serial Number:	86791361	PASSPORT TO BRONZE
Serial Number:	86791355	PASSPORT TO BRONZE
Serial Number:	86733680	MASCARA MELT OFF
Serial Number:	86733675	CHOCOLATE BROWNIE
Serial Number:	86732154	BROW QUICKIE
Serial Number:	86732149	SKETCH MARKER
Serial Number:	86674697	CALL IT A NIGHT

CORRESPONDENCE DATA

Fax Number: 9192868199

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: 919 286-8000

Email: PTO_TMconfirmation@mvalaw.com

Correspondent Name: MOORE & VAN ALLEN PLLC

Address Line 1: 3015 CARRINGTON MILL BOULEVARD

Address Line 2: SUITE 400

Address Line 4: MORRISVILLE, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER: 20445.93

NAME OF SUBMITTER: John E. Slaughter, III

SIGNATURE: /John E. Slaughter, III/

DATE SIGNED: 11/09/2016

Total Attachments: 8

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source=2016 IP Security Agreement - Too Faced Cosmetics, LLC to KeyBank National Association, as Administrative Agent#page2.tif

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of November 8, 2016 (the “**Agreement**”), is between Too Faced Cosmetics, LLC, a Delaware limited liability company (“**Grantor**”), and KeyBank National Association, as administrative agent and collateral agent for the Secured Parties (in such capacity, the “**Administrative Agent**”).

RECITALS

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

SECTION 1 Defined Terms

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

SECTION 2 Grant of Security Interest in Intellectual Property Collateral

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

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

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

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

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

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

SECTION 3 Certain Exclusions

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

SECTION 4 Pledge and Security Agreement

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


SECTION 5 Governing Law

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

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

TOO FACED COSMETICS, LLC,
as Grantor

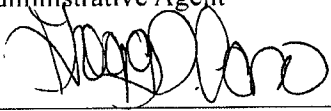
By: 
Name: ERIK HOLTZ
Title: CEO

TOO FACED COSMETICS, LLC
INTELLECTUAL PROPERTY SECURITY AGREEMENT (2016)

TRADEMARK
REEL: 005918 FRAME: 0154

ACCEPTED AND AGREED:

KEYBANK NATIONAL ASSOCIATION,
as Administrative Agent

By: 

Name: Gregory D. Caso
Title: SVP

TOO FACED COSMETICS, LLC
INTELLECTUAL PROPERTY SECURITY AGREEMENT (2016)

TRADEMARK
REEL: 005918 FRAME: 0155

SCHEDULE I TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT

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

U.S. Copyrights

Copyright Registrations

Title	Reg. No.	Reg. Date
Be Merry Be Bright.	VA0001989642	2013
Chocolate Bon Bons.	VA0001999164	2015
Joy to the Girls.	VA0001970776	2013
Peanut Butter and Jelly.	VAu001237124	2016
Sweet Peach.	VAu001237123	2016
Totally Cute.	VAu001237074	2015

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

None.

SCHEDULE III TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT

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

U.S. Trademarks

Trademark Applications

Mark	Appl. No.	Filing Date
PEANUT BUTTER AND HONEY	87091382	07/01/16
PRETTY SWEET	87088810	06/29/16
LOVE LIGHT	87081819	06/23/16
PEACH PERFECT	87079591	06/22/16
MELTED LIGHT	87058444	06/02/16
MELTED LATEX	87026869	05/05/16
BETTER TOGETHER	87023776	05/03/16
THE QUICKIE CHRONICLES	87018479	04/28/16
LAYOVER	87018475	04/28/16
MR. RIGHT NOW	87011543	04/22/16
MISS RIGHT	87011540	04/22/16
PAINT THE WORLD PINK	87008388	04/20/16
PAINT THE WORLD PINK	87008316	04/20/16
PAINT THE WORLD PINK	87008249	04/20/16
PAINT THE WORLD PINK	87008211	04/20/16
PAINT THE WORLD PINK	87008096	04/20/16
MELTED PEACHES	87005041	04/18/16
SWEET PEACH GLOW	87005033	04/18/16
CHOCOLATE PUDDING	86968447	04/07/16
UNICORN TEARS	86959283	03/31/16
SLEEPOVER	86957197	03/29/16
MELTED CANDY	86957192	03/29/16
COFFEE & DONUTS	86943070	03/16/16
GLITTER POP	86941358	03/15/16
TOO FACED SOCIAL CLUB	86929997	03/04/16
TOO FACED SOCIAL CLUB	86929958	03/04/16
TOO FACED SOCIAL CLUB	86929953	03/04/16
TOO FACED SOCIAL CLUB	86929948	03/04/16
LIPSTICK MAFIA	86912763	02/18/16
FUNFETTI	86902482	02/09/16
TWINKLE TWINKLE	86881441	01/20/16
COCONUT GLOW	86869642	01/08/16
PASSPORT TO BRONZE	86791371	10/18/15
PASSPORT TO BRONZE	86791366	10/18/15
PASSPORT TO BRONZE	86791361	10/18/15
PASSPORT TO BRONZE	86791355	10/18/15
MASCARA MELT OFF	86733680	08/22/15
CHOCOLATE BROWNIE	86733675	08/22/15
BROW QUICKIE	86732154	08/20/15
SKETCH MARKER	86732149	08/20/15

CALL IT A NIGHT	86674697	06/25/15
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RECORDED: 11/09/2016

TRADEMARK
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