

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM406223

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Coty Inc.		01/07/2016	CORPORATION: DELAWARE
Philosophy, Inc.		01/07/2016	CORPORATION: ARIZONA
Calvin Klein Cosmetic Corporation		01/07/2016	CORPORATION: DELAWARE
Coty US LLC		01/07/2016	LIMITED LIABILITY COMPANY: DELAWARE
O P I Products, Inc.		01/07/2016	CORPORATION: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	JPMorgan Chase Bank, N.A.
<b>Street Address:</b>	500 Stanton Cristiana Rd.
<b>Internal Address:</b>	Ops 2, 3rd Fl
<b>City:</b>	Newark
<b>State/Country:</b>	DELAWARE
<b>Postal Code:</b>	19713-2107
<b>Entity Type:</b>	Bank: UNITED STATES

## PROPERTY NUMBERS Total: 78

Property Type	Number	Word Mark
<b>Serial Number:</b>	86627094	· DEVELOPED WITH · NEW YORK MAKE-UP ARTI
<b>Registration Number:</b>	3699382	ACCEPTANCE
<b>Registration Number:</b>	3596808	ANGEL CAKES
<b>Registration Number:</b>	2952082	BIG MOUTH
<b>Registration Number:</b>	3032577	BIG SHOTS
<b>Registration Number:</b>	3012097	BOOSTER SHOTS
<b>Registration Number:</b>	1184372	BROW & LINER
<b>Registration Number:</b>	3628422	CINNAMON HOT DOTS
<b>Registration Number:</b>	0517954	COTY
<b>Registration Number:</b>	3596595	CRISIS MANAGEMENT
<b>Registration Number:</b>	3032354	CRUMB BERRY PIE
<b>Registration Number:</b>	1591509	CUT-AWAY FORM
<b>Registration Number:</b>	3115530	DARK SHADOWS

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	77461565	DIVINE GUIDANCE
Serial Number:	77461561	DIVINE ILLUMINATION
Serial Number:	77461567	DIVINE LIGHT
Registration Number:	3659378	DO YOU NEED A FRAGRANCE MAKEOVER?
Registration Number:	3662016	DO YOUR FEET NEED A MAKEOVER?
Registration Number:	3667856	DO YOUR HANDS MATCH YOUR FACE?
Registration Number:	3687503	DOES YOUR SKIN NEED A BEFORE & AFTER?
Registration Number:	3101425	DOES YOUR SKIN NEED A DRINK OF WATER?
Registration Number:	3659379	DOES YOUR SKIN NEED A VACATION?
Registration Number:	1652856	EMERAUDE
Registration Number:	1890387	ESCAPE
Registration Number:	2006862	EYE BELIEVE
Registration Number:	3765489	FLIGHT PLAN
Registration Number:	3613597	FRESH FROM THE OVEN
Registration Number:	1306609	HIGH SHINE
Registration Number:	3599932	HOLIDAY ANGEL
Registration Number:	3659380	HOW WOULD YOU LIKE TO UNDO THE DAMAGE YO
Registration Number:	3648846	IS YOUR SKIN HAVING A MIDLIFE CRISIS?
Registration Number:	1661383	LA CROSS
Registration Number:	2946368	LAUGHING GAS
Registration Number:	3033291	LAVENDER POUND CAKE
Registration Number:	3662017	LIPORESUCION
Serial Number:	86647864	MANIMODEL
Registration Number:	2956114	MELON DAIQUIRI
Registration Number:	0395902	MUGUET DES BOIS
Registration Number:	4838254	MY PHILOSOPHY: EMPOWERED
Registration Number:	1794584	NATURISTICS
Registration Number:	1889095	NATURISTICS
Serial Number:	86755759	NYC NEW YORK COLOR GEL GLOSS
Registration Number:	3607864	OATMEAL RAISIN
Registration Number:	3617285	OOEY GOOEY S'MORES
Registration Number:	1813313	OPI
Registration Number:	2122275	OUR FATHERS
Registration Number:	3633115	PHILOSOPHY
Registration Number:	3667863	PHILOSOPHY BABYCAKES
Registration Number:	3624714	PHILOSOPHY INSTANT RESULTS
Registration Number:	3603221	PHILOSOPHY THE AGING EYE
Registration Number:	2953905	PINA COLADA

Property Type	Number	Word Mark
Registration Number:	3006565	POOL PARTY
Registration Number:	2104263	PRECISE LASH
Registration Number:	3628681	RED LICORICE
Registration Number:	3656545	SALLY H
Serial Number:	86709830	SALLY HANSEN BIG CUTICLE OIL
Serial Number:	86709822	SALLY HANSEN BIG PRIMER BASE COAT
Registration Number:	1845314	SEA SPLASH
Registration Number:	3596146	SHOWER FOR A CAUSE
Registration Number:	3620617	SNOW BODY
Registration Number:	3620615	SNOW SHOWER
Registration Number:	4139328	SOUL 2 SOUL
Registration Number:	2995714	SPECIAL DELIVERY
Registration Number:	3599933	SPICY GUMDROP
Registration Number:	3674586	STINKY HEAD
Registration Number:	2938416	STRAWBERRY MILKSHAKE
Registration Number:	1306576	SUPERHOLD NAIL GLUE
Registration Number:	3607349	THE COFFEE HOUSE
Registration Number:	2949571	THE GINGERBREAD HOUSE
Registration Number:	3670939	THE GROOM
Registration Number:	3602389	THE HOLIDAY COOKBOOK
Registration Number:	2251827	THE LITTLE BLACK BOOK
Registration Number:	3596665	THE SPACE MAN
Registration Number:	1895810	THICKEN-IT
Registration Number:	3600121	WASH AND CREAM YOUR HANDS
Registration Number:	3602420	WHEN LIFE TURNS BLUE MAKE PINK LEMONADE
Registration Number:	2953975	WHITE CHOCOLATE HAZELNUT CAKE
Registration Number:	3607610	YOU CAN'T VACUUM A PORE BUT YOU CAN SHED

#### **CORRESPONDENCE DATA**

**Fax Number:** 8004947512

*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:** 202-370-4750

**Email:** ipteam@nationalcorp.com

**Correspondent Name:** Joanna McCall

**Address Line 1:** 1025 Vermont Ave NW, Suite 1130

**Address Line 2:** National Corporate Research, LTD

**Address Line 4:** Washington, D.C. 20005

<b>ATTORNEY DOCKET NUMBER:</b>	F162799 Jan Exec Date
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<b>NAME OF SUBMITTER:</b>	Alan Delaney
<b>SIGNATURE:</b>	/Alan Delaney/
<b>DATE SIGNED:</b>	11/21/2016
<b>Total Attachments: 14</b> source=AmericasActive(003 - Coty - Executed IP Security Agreement (1.7.16))#page1.tif source=AmericasActive(003 - Coty - Executed IP Security Agreement (1.7.16))#page2.tif source=AmericasActive(003 - Coty - Executed IP Security Agreement (1.7.16))#page3.tif source=AmericasActive(003 - Coty - Executed IP Security Agreement (1.7.16))#page4.tif source=AmericasActive(003 - Coty - Executed IP Security Agreement (1.7.16))#page5.tif source=AmericasActive(003 - Coty - Executed IP Security Agreement (1.7.16))#page6.tif source=AmericasActive(003 - Coty - Executed IP Security Agreement (1.7.16))#page7.tif source=AmericasActive(003 - Coty - Executed IP Security Agreement (1.7.16))#page8.tif source=AmericasActive(003 - Coty - Executed IP Security Agreement (1.7.16))#page9.tif source=AmericasActive(003 - Coty - Executed IP Security Agreement (1.7.16))#page10.tif source=AmericasActive(003 - Coty - Executed IP Security Agreement (1.7.16))#page11.tif source=AmericasActive(003 - Coty - Executed IP Security Agreement (1.7.16))#page12.tif source=AmericasActive(003 - Coty - Executed IP Security Agreement (1.7.16))#page13.tif source=AmericasActive(003 - Coty - Executed IP Security Agreement (1.7.16))#page14.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**IP Security Agreement**”) dated January 7, 2016, is among the Persons listed on the signature pages hereof (collectively, the “**Grantors**”) and JPMorgan Chase Bank, N.A., as collateral agent (the “**Collateral Agent**”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Coty Inc., a Delaware corporation, has entered into the Credit Agreement dated as of October 27, 2015, with the Lenders party thereto from time to time, JPMorgan Chase Bank, N.A., as administrative agent and collateral agent and the other parties thereto from time to time (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”). Terms defined in the Credit Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as the case may be (and in the event a term is defined differently in the Credit Agreement and the Security Agreement, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, as a condition precedent to the making of the Loans by the Lenders from time to time and the issuance of Letters of Credit by the Issuing Banks from time to time, the entry into Swap Agreements by certain Secured Parties from time to time and the entry into arrangements the obligations under which constitute Deposit Obligations by certain Secured Parties from time to time, each Grantor has executed and delivered that certain Pledge and Security Agreement dated October 27, 2015 among the Grantors and the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of the Grantors, and have agreed thereunder to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and any other appropriate domestic governmental authorities, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

**SECTION 1. Grant of Security.** To secure the prompt and complete payment and performance of all Secured Obligations, each Grantor hereby pledges, assigns and grants to the Collateral Agent, on behalf of and for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to all Intellectual Property to the extent governed by, arising under, pursuant to, or by virtue of, the laws of the United States of America or any state thereof, including the following (the “**Collateral**”):

- (i) (a) any and all patents and patent applications (whether issued or applied-for in the United States); (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; and (e) all rights to sue for past, present, and future infringements thereof (“**Patents**”);

(ii) (a) all trademarks (including service marks), trade names, trade dress, and trade styles, whether registered or unregistered in the United States, and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing; (b) all renewals of the foregoing; (c) 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; and (d) 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 (“**Trademarks**”); and

(iii) (a) all copyrights, rights and interests in such copyrights, works protectable by copyright, copyright registrations, and applications to register copyright; (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; and (d) the right to sue for past, present, and future infringements of any of the foregoing (“**Copyrights**”);

(iv) all registrations and applications for registration for any of the foregoing in the United States Patent and Trademark Office or the United States Copyright Office, as applicable, including, without limitation, the registrations and applications for registration of United States intellectual property set forth in Schedule I hereto (as may be supplemented from time to time), together with all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations thereof;

provided that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (iv), the security interest created hereby shall not extend to, and the term “Collateral” shall not include, any Excluded Assets, including, but not limited to, any intent-to-use trademark applications prior to the filing, and acceptance by the United States Patent and Trademark Office, of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, if any, to the extent that, and solely during the period in which, the grant of a security interest therein prior to such filing and acceptance would impair the validity or enforceability of such intent-to-use trademark applications or the resulting trademark registrations under applicable federal law.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing, whether direct or indirect, absolute or

contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or other electronic imaging (including in .pdf or format) means shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Governing Law; Jurisdiction; Etc. (a) This IP Security Agreement shall be construed in accordance with and governed by the law of the State of New York without regard to conflicts of law principles.

(b) Each Grantor and each other party to this IP Security Agreement hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of any federal or state court located in the borough of Manhattan in the City of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to any Loan Document (excluding the enforcement of the Security Documents to the extent such security documents expressly provide otherwise), or for recognition or enforcement of any judgment, and each of such parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such federal court. Each of such parties hereto agrees that a final judgment in any such action 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.

(c) Each Grantor and each other party to this IP Security Agreement hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this IP Security Agreement or any other Loan Document in any court referred to in clause (b) of this Section 6. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) Each Grantor and each other party to this IP Security Agreement hereto irrevocably consents to service of process in the manner provided for notices in Section 10.01 of the Credit Agreement. Nothing in this IP Security Agreement or any other Loan Document will affect the right of any party to this IP Security Agreement to serve process in any other manner permitted by law.

**(e) EACH GRANTOR AND EACH OTHER PARTY TO THIS IP SECURITY AGREEMENT HEREBY EXPRESSLY 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 IP SECURITY AGREEMENT OR, ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY 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 THE LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 6(e).**



IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

COTY INC.

By: 

Name: Jules Kaufman

Title: Senior Vice President, General Counsel  
& Secretary

[Signature Page to IP Security Agreement]

TRADEMARK  
REEL: 005925 FRAME: 0467

PHILOSOPHY, INC.

By: 

Name: Eric Breitman

Title: Assistant Secretary

[Signature Page to IP Security Agreement]

**TRADEMARK**  
**REEL: 005925 FRAME: 0468**

**CALVIN KLEIN COSMETIC CORPORATION**

By: 

Name: Jules Kaufman

Title: Senior Vice President, General Counsel  
& Secretary

[Signature Page to IP Security Agreement]

**TRADEMARK**  
**REEL: 005925 FRAME: 0469**

COTY US LLC

By: 

Name: Jules Kaufman

Title: Vice President and Secretary

O P I PRODUCTS, INC.

By: 

Name: Patrice de Talhouët

Title: Chief Financial Officer

JPMORGAN CHASE BANK, N.A., as  
Collateral Agent

By:   
Name: Tony Yang  
Title: Executive Director

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

Schedule I

Copyrights

Record Owner	Copyright	Registration Number
O P I Products, Inc.	OPI Euro Centrale Collection Models.	VA0001844302
O P I Products, Inc.	OPI Euro Centrale Collection Products and Displays.	VA0001940390
O P I Products, Inc.	OPI German Collection Models.	VA0001817436
O P I Products, Inc.	OPI Germany Collection Products and Displays.	VA0001824486
O P I Products, Inc.	OPI Holland Collection Models.	VA0001797828
O P I Products, Inc.	OPI Holland Collection Products.	VA0001797675
O P I Products, Inc.	OPI Touring America Collection-Models.	VAu001065588
O P I Products, Inc.	OPI Touring America Collection-Products.	VA0001773881
OPI Products, Inc.	OPI Designer Series Collection.	VA0001696899

OPI Products, Inc.	OPI France Collection.	VA0001696893
OPI Products, Inc.	OPI India Collection.	VA0001696894

Patents

Record Owner	Patent	Registration Number
Coty, Inc.	Container	D475298
Coty Inc.	Package	D706129

Trademarks

Record Owner	Trademark	Registration Number
Coty US, LLC	· DEVELOPED WITH · NEW YORK MAKE-UP ARTISTS and Design	86627094
Coty US, LLC	BROW & LINER	1184372
Coty US, LLC	CITY CURLS	4024670
Coty Us LLC	COTY	0517954
Opi Products, Inc.	CUT-AWAY FORM	1591509



Coty US LLC	EMERAUDE	1652856
Calvin Klein Cosmetic Corporation	ESCAPE (Stylized)	1890387
Coty US, LLC	HIGH SHINE	1306609
Coty US, LLC	LA CROSS	1661383
Coty US, LLC	MANIMODEL	86647864
Coty US LLC	MUGUET DES BOIS (Stylized)	395902
Coty US, LLC	NATURISTICS	1794584
Coty US, LLC	NATURISTICS	1889095
Coty US, LLC	NYC NEW YORK COLOR EXCUSE MY FRENCH	4162959
Coty US, LLC	NYC NEW YORK COLOR GEL GLOSS and Design	86755759
O P I Products, Inc.	O.P.I	79169886
O P I Products, Inc.	OPI and Design	1813313
Coty US, LLC	PRECISE LASH	2104263
Coty US, LLC	SALLY H	3656545

Coty US, LLC	SALLY HANSEN BIG CUTICLE OIL	86709830
Coty US, LLC	SALLY HANSEN BIG PRIMER BASE COAT	86709822
Coty US, LLC	SEA SPLASH	1845314
Coty US, LLC	SOUL 2 SOUL	4139328
Coty US, LLC	SUPERHOLD NAIL GLUE	1306576
Coty US, LLC	THICKEN-IT	1895810