

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM409489

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Intellectual Property		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KEYBANK NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT		12/19/2016	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	TOO FACED COSMETICS, LLC		
Street Address:	18231 McDermott West		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92614		
Entity Type:	Limited Liability Company: DELAWARE		
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	

CH \$1040.00 87091382

TRADEMARK

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: 9735972400

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: 9735972500

Email: lstrademark@lowenstein.com

Correspondent Name: Vanessa A. Ignacio, Esq.

Address Line 1: Lowenstein Sandler LLP

Address Line 2: 65 Livingston Avenue

Address Line 4: Roseland, NEW JERSEY 07068-1791

ATTORNEY DOCKET NUMBER: 17005.33

NAME OF SUBMITTER: Vanessa A. Ignacio, Esq.

SIGNATURE: /Vanessa A. Ignacio/

DATE SIGNED: 12/19/2016

Total Attachments: 4

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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of December 19, 2016 (“Release”), is made by KeyBank National Association, as Administrative Agent (“Administrative Agent”) in favor of Too Faced Cosmetics, LLC, a Delaware limited liability company (“Grantor”).

WHEREAS, pursuant to that certain Pledge and Security Agreement dated as of July 7, 2015 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the “Security Agreement”) by and among the Grantor, Administrative Agent, and others party thereto, and the Intellectual Property Security Agreement dated as of November 8, 2016 (“IP Security Agreement”) by and among the Grantor and Administrative Agent, Grantor pledged, assigned and granted to the Administrative Agent, for its benefit and 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 Intellectual Property Collateral, including the foregoing listed on Schedule A attached hereto; and

WHEREAS, the IP Security Agreement was recorded at the United States Patent and Trademark Office (“USPTO”) on November 9, 2016 at Reel 5918 Frame 0149, but was not submitted for recordation with the United States Copyright Office (“USCO”).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Administrative Agent, on behalf of the Secured Parties, and Grantor agree as follows:

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or IP Security Agreement.

SECTION 2. Termination and Release. Administrative Agent, on behalf of the Secured Parties, without representation, warranty, or recourse, hereby:

(a) terminates, cancels, discharges, and releases the mortgage, pledge, and hypothecation and continuing security interest in and Lien on Grantor’s right, title, and interest in, to, and under all the Intellectual Property Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto, granted pursuant to the Security Agreement or IP Security Agreement; and

(b) authorizes the recordation of this Release with the USPTO and USCO at Grantor’s expense.

SECTION 3. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the Administrative Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Intellectual Property to be duly executed as of the date first set forth above.

Administrative Agent:

KeyBank National Association, as Administrative Agent

By: _____

Name: Gregory D. Case

Title: SVP

Schedule A

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

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