

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM411356

<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>
E.L.F. COSMETICS, INC.		12/23/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of Montreal, as Administrative Agent		
<b>Street Address:</b>	115 S. LaSalle, 25th Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	Canadian Charter Bank: CANADA		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4595688		
<b>Registration Number:</b>	4600175	E.L.F. STUDIO	
<b>Registration Number:</b>	3181500	E·L·F· EYES·LIPS·FACE	
<b>Registration Number:</b>	3106703	E.L.F.	
<b>Registration Number:</b>	4087106	E.L.F. EYES LIPS FACE	
<b>Registration Number:</b>	4878640	PLAY BEAUTIFULLY	
<b>Registration Number:</b>	4889008	E.L.F.	
<b>Serial Number:</b>	86472795	FOR YOUR BEAUTIFUL LIFE	
<b>Serial Number:</b>	86480264	THE PARTY BEFORE THE PARTY	
<b>Serial Number:</b>	86656868	E.L.F. EYES LIPS FACE	
<b>Serial Number:</b>	87231514	LUXURY FOR ALL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3125774565		
<i>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.</i>			
<b>Phone:</b>	3125778265		
<b>Email:</b>	kristin.brozovic@kattenlaw.com		
<b>Correspondent Name:</b>	Kristin Brozovic C/O Katten		
<b>Address Line 1:</b>	525 W Monroe Street		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60661		

CH \$290.00 4595688

TRADEMARK

<b>ATTORNEY DOCKET NUMBER:</b>	207545-54
<b>NAME OF SUBMITTER:</b>	Kristin Brozovic
<b>SIGNATURE:</b>	/Kristin Brozovic/
<b>DATE SIGNED:</b>	01/06/2017

**Total Attachments: 5**

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## **TRADEMARK SECURITY AGREEMENT**

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of December 23, 2016, by E.L.F. COSMETICS, INC., a Delaware corporation ("Grantor"), in favor of BANK OF MONTREAL, in its capacity as Administrative Agent for itself and the other Lender Parties (together with its successors and permitted assigns in such capacity, "Grantee").

WHEREAS, the Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated December 23, 2016 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Lender Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Lender Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations. Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any "intent to use" Trademark application for which a Statement of Use or Amendment to Allege Use, as applicable, has not been filed and accepted with the U.S. Patent and Trademark Office.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event that of any conflict between the terms of this Trademark Security Agreement and the Security Agreement, the terms of the Security Agreement shall control.

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. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

**[Remainder of page intentionally left blank]**

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

**E.L.F. COSMETICS, INC.**, a Delaware corporation



By:   
Name: John Bailey  
Title: President and Chief Financial Officer

Signature Page to Trademark Security Agreement

**TRADEMARK**  
**REEL: 005960 FRAME: 0697**

**SCHEDULE A TO TRADEMARK SECURITY AGREEMENT**

Registered Trademarks

Country	Trademark	Registration No.	Registration Date	Owner
United States of America		4,595,688	09/02/2014	e.l.f. Cosmetics, Inc.
United States of America	E.L.F. STUDIO	4,600,175	09/09/2014	e.l.f. Cosmetics, Inc.
United States of America		3,181,500	12/05/2006	e.l.f. Cosmetics, Inc.
United States of America	e.l.f.	3,106,703	06/20/2006	e.l.f. Cosmetics, Inc.
United States of America	E.L.F. EYES LIPS FACE	4,087,106	01/17/2012	e.l.f. Cosmetics, Inc.
United States of America	PLAY BEAUTIFULLY	4,878,640	12/29/2015	e.l.f. Cosmetics, Inc.
United States of	E.L.F.	4,889,008	01/19/2016	e.l.f.

Country	Trademark	Registration No.	Registration Date	Owner
America				Cosmetics, Inc.

Trademark Applications

Country	Trademark	Application No.	Application Date	Owner
United States of America	FOR YOUR BEAUTIFUL LIFE	86/472,795	12/05/2014	e.l.f. Cosmetics, Inc.
United States of America	THE PARTY BEFORE THE PARTY	86/480,264	12/15/2014	e.l.f. Cosmetics, Inc.
United States of America	E.L.F. EYES LIPS FACE	86/656,868	06/09/2015	e.l.f. Cosmetics, Inc.
United States of America	LUXURY FOR ALL	87/231,514	11/09/2016	e.l.f. Cosmetics, Inc.