

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM417010

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of Montreal, as Administrative Agent		12/23/2016	Canadian National Bank: CANADA
RECEIVING PARTY DATA			
Name:	E.L.F. COSMETICS, INC. fka J.A. Cosmetics US, Inc.		
Street Address:	570 W 10th Street, 3rd Floor		
City:	Oakland		
State/Country:	CALIFORNIA		
Postal Code:	94607		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4889008	E.L.F.	
Registration Number:	4878640	PLAY BEAUTIFULLY	
Serial Number:	86656868	E.L.F. EYES LIPS FACE	
Serial Number:	86480264	THE PARTY BEFORE THE PARTY	
Serial Number:	86472795	FOR YOUR BEAUTIFUL LIFE	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	3125778265		
Email:	kristin.brozovic@kattenlaw.com		
Correspondent Name:	Kristin Brozovic C/O Katten		
Address Line 1:	525 W Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	207545-54		
NAME OF SUBMITTER:	Kristin Brozovic		
SIGNATURE:	/Kristin Brozovic/		
DATE SIGNED:	02/22/2017		

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Total Attachments: 4

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TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of December 23, 2016, by BANK OF MONTREAL, as Administrative Agent ("Secured Party"). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, E.L.F. COSMETICS, INC. (formerly known as J.A. Cosmetics US, Inc.), a Delaware corporation ("Grantor") and Secured Party were parties to that certain Trademark Security Agreement dated as of June 7, 2016 (the "Security Agreement") pursuant to which the Grantor granted a security interest to Secured Party in certain trademarks and Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Secured Party, including the Trademarks set forth on Schedule 1 hereto;

WHEREAS, the Security Agreement was recorded by the Assignment Recordation Branch of the United States Patent and Trademark Office on June 7, 2016, at Reel 5808, Frame 0105;

WHEREAS, Grantor has requested that Secured Party release its security interest in the Trademark Collateral and reassign any and all rights in the same to Grantor.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Secured Party hereby releases its security interest in all of Grantor's right, title and interest in and to the following (collectively the "Trademark Collateral"):

(a) any and all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks, brand names, domain names, logos, symbols, trade dress, assumed names, fictitious names and service mark applications, and all registrations and applications for the foregoing (whether statutory or common law and whether established or registered in the United States or any other country or any political subdivision thereof) including the registrations and applications listed on Schedule I hereto, together with (i) all reissues, continuations, extensions, modifications and renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, and (iv) the goodwill of the business symbolized by the foregoing or connected therewith (the "Trademarks");

(b) all products and proceeds, including, without limitation, products and proceeds which constitute property of the types described in (a) above and any rents and profits of any of the foregoing items, whether cash or noncash, immediate or remote, and insurance proceeds, and all products of (a) above, and any indemnities, warranties and guaranties payable by reason of loss or damage to or otherwise with respect to any of the foregoing items.

2. Secured Party hereby reassigns, grants and conveys to the Grantor, without any representation, recourse or undertaking by Secured Party, any and all of Secured Party's right, title and interest in and to the Trademark Collateral.

[Signature Page Follows]

IN WITNESS WHEREOF, Secured Party has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

BANK OF MONTREAL

By: Joan Murphy
Name: Joan Murphy
Title: Duly Authorized Signatory

SCHEDULE 1

SCHEDULE A TO TRADEMARK SECURITY AGREEMENT

Registered Trademarks

Country	Trademark	Registration No.	Registration Date
United States	E.L.F.	4889008	1/19/16
United States	PLAY BEAUTIFULLY	4878640	12/29/15

Trademark Applications

Country	Trademark	Application No.	Application Date
United States	E.L.F. EYES LIPS FACE	86656868 ¹	6/9/15
United States	THE PARTY BEFORE THE PARTY	86480264 ²	12/15/14
United States	FOR YOUR BEAUTIFUL LIFE	86472795 ³	12/5/14

¹ Combined Use/Intent to Use.

² Intent to Use

³ Intent to Use