

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM424668

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Laura Geller Brands, LLC		04/21/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	SunTrust Bank, as Collateral Agent		
Street Address:	3333 Peachtree Road, 4th Floor East Tower		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30326		
Entity Type:	banking corporation: GEORGIA		
PROPERTY NUMBERS Total: 33			
Property Type	Number	Word Mark	
Registration Number:	3528801	EYE RIMZ	
Registration Number:	4013809	AT LONG LASH	
Serial Number:	86297296	BAKED IS BETTER	
Registration Number:	4801152	BAKED LIQUID RADIANCE FOUNDATION	
Registration Number:	3168706	BALANCE -N- BRIGHTEN	
Registration Number:	4063291	BARELY THERE	
Registration Number:	3520530	BLUSH -N- BRIGHTEN	
Registration Number:	5066039		
Registration Number:	2989610	BRONZE -N- BRIGHTEN	
Serial Number:	86953012	BROWS THAT WOW BROW MASCARA	
Registration Number:	3143801	CREASE-LESS CONCEALER	
Registration Number:	3292139	ETHEREAL ROSE POWDER	
Serial Number:	87056094	GILDED HONEY	
Registration Number:	4827774	HAPPIFUL	
Serial Number:	87100301	LASH BOSS MAJOR LIFT, LENGTH, AND CURL M	
Registration Number:	3527188	LAURA GELLER	
Serial Number:	86297370	LAURA GELLER BAKED IS BETTER	
Registration Number:	3103856	LAURA GELLER MAKEUP	
Registration Number:	4019730	LAURA GELLER RECIPE FOR GORGEOUS	
TRADEMARK			

OP \$840.00 3528801

Property Type	Number	Word Mark
Registration Number:	3942225	REAL DEAL REMEDY STICK
Registration Number:	3922808	RECIPE FOR GORGEOUS
Serial Number:	86435012	
Registration Number:	4436951	SKIN SELF-DEFENSE COMPLEX
Registration Number:	3961747	THE PERFECT PAIRING
Registration Number:	3961699	WELCOME MATTE
Registration Number:	3061201	CAULK
Serial Number:	86953004	FIFTY KISSES LIQUID LIP COLOR
Registration Number:	4787513	LAURA GELLER
Registration Number:	4787516	LAURA GELLER
Registration Number:	3965399	SHIMMER DOWN
Serial Number:	87181907	CREASE-LESS CONCEALER
Serial Number:	87253495	FILTER CORRECTOR COLOR PERFECTING BALM
Serial Number:	87352181	LINE-N-DEFINE DUAL DIMENSION EYELINER

CORRESPONDENCE DATA

Fax Number: 4045228409

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: 404-420-5527

Email: rjk@phrd.com

Correspondent Name: Rhonda J. Kenyeri, Paralegal

Address Line 1: 303 Peachtree Street, Suite 3600

Address Line 4: Atlanta, GEORGIA 30308

NAME OF SUBMITTER: Bobbi Accord Noland

SIGNATURE: /ban/

DATE SIGNED: 04/22/2017

Total Attachments: 6

source=TSA - Laura Geller#page1.tif

source=TSA - Laura Geller#page2.tif

source=TSA - Laura Geller#page3.tif

source=TSA - Laura Geller#page4.tif

source=TSA - Laura Geller#page5.tif

source=TSA - Laura Geller#page6.tif

TRADEMARK SECURITY AGREEMENT, dated as of April 21, 2017 (this "Agreement"), among LAURA GELLER BRANDS, LLC (the "Grantor") and SUNTRUST BANK, as collateral agent (in such capacity, the "Collateral Agent").

Reference is made to (a) the Credit Agreement dated as of April 21, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among GLANSAOL MANAGEMENT LLC, as Parent Borrower (collectively with any Additional Borrowers from time to time party thereto, the "Borrowers"), GLANSAOL HOLDINGS INC., as Holdings, the other parties from time to time party hereto and SUNTRUST BANK, as Administrative Agent and (b) the Collateral Agreement dated as of April 21, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement") among the Parent Borrower, the other Grantors from time to time party thereto, Holdings and the Collateral Agent. The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrowers and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under the Trademarks listed on Schedule I attached hereto (the "Trademark Collateral"). This Agreement is not to be construed as an assignment of any trademark or trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a "Statement of Use" and issuance of a "Certificate of Registration" pursuant to Section 1(d) of the Lanham Act or an accepted filing of an "Amendment to Allege Use" whereby such intent-to-use trademark application is converted to a "use in commerce" application pursuant to Section 1(c) of the Lanham Act.

SECTION 3. Termination. Subject to Section 5.13 of the Collateral Agreement, upon the Termination Date, the security interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors all instruments in writing in recordable form to evidence and release the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 4. Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.


SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[Remainder of Page Intentionally Left Blank]

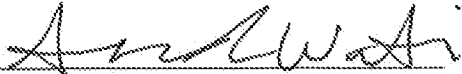
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

LAURA GELLER BRANDS, LLC, as Grantor

By 
Name: **Alan Ennis**
Title: President





[Signatures continue on the following page.]

SUNTRUST BANK, as Collateral Agent

By: 
Name: **Amanda Watkins**
Title: Director

Schedule I

<u>IP</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Application Number</u>	<u>Application or Registration Date</u>
Trademark	EYE RIMZ	3528801	77/323,224	11/4/2008
Trademark	AT LONG LASH	4013809	85/116,090	08/16/2011
Trademark Application	BAKED IS BETTER	N/A	86/297,296	06/02/2014
Trademark	BAKED LIQUID RADIANCE FOUNDATION	4801152	86/416,399	08/25/2015
Trademark	BALANCE-N-BRIGHTEN	3168706	78/790,061	11/07/2006
Trademark	BARELY THERE	4063291	85/307,019	11/29/2011
Trademark	BLUSH-N-BRIGHTEN	3520530	77/460,397	10/21/2008
Trademark	BOX (LIPS) DESIGN 	5066039	86/420,387	10/18/2016
Trademark	BRONZE-N-BRIGHTEN	2989610	78/443,508	08/30/2005
Trademark Application	BROWS THAT WOW BROW MASCARA	N/A	86/953,012	03/25/2016
Trademark	CREASE-LESS CONCEALER	3143801	78/815,312	09/12/2006
Trademark	ETHERAL ROSE POWDER	3292139	78/844,479	09/11/2007
Trademark Application	GILDED HONEY	N/A	87/056,094	06/01/2016
Trademark	HAPPIFUL	4827774	86/169,720	10/06/2015
Trademark Application	LASH BOSS MAJOR LIFT, LENGTH, AND CURL MASCARA	N/A	87/100,301	07/12/2016
Trademark	LAURA GELLER	3527188	77/436,480	11/04/2008
Trademark Application	LAURA GELLER BAKED IS BETTER	N/A	86/297,370	06/02/2014
Trademark	LAURA GELLER MAKEUP (w/ red lips) 	3103856	78/658,503	06/13/2006
Trademark	LAURA GELLER RECIPE FOR GORGEOUS	4019730	77/309,624	08/30/2011

				
Trademark	REAL DEAL REMEDY STICK	3942225	85/054,608	04/05/2011
Trademark	RECIPE FOR GORGEOUS	3922808	85/078,241	02/22/2011
Trademark Application	SINGLE LIP DESIGN 	N/A	86/435,012	10/27/2014
Trademark	SKIN SELF-DEFENSE COMPLEX	4436951	85/375,704	11/19/2013
Trademark	THE PERFECT PAIRING	3961747	85/140,571	05/17/2011
Trademark	WELCOME MATTE	3961699	85/133,117	05/17/2011
Trademark	CAULK	3061201	78/439,315	02/21/2006
Trademark Application	FIFTY KISSES LIQUID LIP COLOR	N/A	86/953,004	03/25/2016
Trademark	LAURA GELLER (logo) (B&W) 	4787513	86/976,488	08/04/2015
Trademark	LAURA GELLER (logo) (color) 	4787516	86/976,506	08/04/2015
Trademark	SHIMMER DOWN	3965399	85/130,757	05/24/2011
Trademark Application	CREASE-LESS CONCEALER	N/A	87181907	09/23/2016
Trademark Application	FILTER CORRECTOR COLOR PERFECTING BALM	N/A	87253495	12/01/2016
Trademark Application	LINE-N-DEFINE DUAL DIMENSION EYELINER	N/A	87352181	02/28/2017