

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM437933

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
pH Beauty Labs, Inc.		08/03/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Kayne Credit Opportunities Fund (QP), L.P., as Administrative Agent		
Street Address:	655 Madison Avenue, 18th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10065		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Serial Number:	87430760	FREEMAN	
Registration Number:	5076817	FREEMAN BEAUTY INFUSION	
Registration Number:	4881388	BARE FOOT	
Registration Number:	5138231	FREEMAN FEELING LEGENDARY	
Registration Number:	5138232	FEELING LEGENDARY	
Registration Number:	4996161	FREEMAN FEELING BEAUTIFUL	
Registration Number:	5059953	FREEMAN	
Registration Number:	4597182	PSSSST!	
Registration Number:	3905309	ECLOS	
Registration Number:	3995536	C.BOOTH	
Registration Number:	3083623	PSSSSST!	
Registration Number:	2948725	(PH) BEAUTY LABS	
Registration Number:	2318576	VITA-K SOLUTION	
Registration Number:	2197110	FREEMAN	
Registration Number:	1983825	BARE FOOT	
Registration Number:	1872177	FREEMAN BEAUTIFUL SKIN	
Registration Number:	0852910	PSSSSSST	
CORRESPONDENCE DATA			

OP \$440.00 87430760

Fax Number: 3128637867

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: 312-863-7267

Email: jaclyn.digrande@goldbergkohn.com

Correspondent Name: Jaclyn Di Grande - Paralegal

Address Line 1: Goldberg Kohn Ltd.

Address Line 2: 55 E Monroe St., Suite 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	7023.036
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NAME OF SUBMITTER:	Jaclyn Di Grande
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SIGNATURE:	/jaclyn di grande/
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DATE SIGNED:	08/03/2017
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 3, 2017, is made by PH BEAUTY LABS, INC., a Delaware corporation (the "Grantor"), in favor of KAYNE CREDIT OPPORTUNITIES FUND (QP), L.P., as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders, the L/C Issuer (each as defined in the Credit Agreement referred to below), and itself as a Lender, and the other Credit Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement of even date herewith (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement") among the Borrowers, Holdings, the other Loan Parties from time to time party thereto, the Administrative Agent and the Lenders from time to time party thereto, the Lenders and the L/C Issuer have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement") in favor of the Administrative Agent, to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuer and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuer to make their respective extensions of credit to the Borrowers thereunder, Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Credit Parties, and grants to the Administrative Agent for the benefit of the Credit Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "Trademark Collateral"):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;

- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall have full and complete responsibility for the prosecution, defense, enforcement or any other action in connection with its Trademarks subject to a security interest hereunder.

Section 5. Counterparts. 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

PH BEAUTY LABS, INC., as Grantor

By: 

Name: Jonathan Achenbaum

Title: President and Chief Executive Officer

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

Very truly yours,

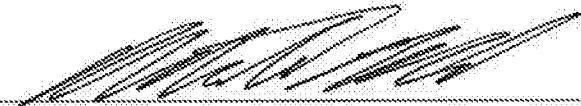
PH BEAUTY LABS, INC., as Grantor

By: _____
Name: _____
Title: _____

ACCEPTED AND AGREED
as of the date first above written:

KAYNE CREDIT OPPORTUNITIES FUND (QP),
L.P., as Administrative Agent

By: KCOF SLP, L.P., its Investment Manager

By: 
Name: Michael O'Neil
Title: Chief Compliance Officer

**SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations

Citation	Source	Application Date	Application Number	Registration Date	Registration Number
FREEMAN	U.S.	App 28-APR-2017	App 87430760		
FREEMAN BEAUTY INFUSION	U.S.	App 11-FEB-2016	App 86904357	Reg 08-NOV-2016	Reg 5076817
BARE FOOT Cross References: BAREFOOT	U.S.	App 04-JUN-2015	App 86651098	Reg 05-JAN-2016	Reg 4881388
FREEMAN FEELING LEGENDARY	U.S.	App 29-MAY-2015	App 86645788	Reg 07-FEB-2017	Reg 5138231
FEELING LEGENDARY	U.S.	App 29-MAY-2015	App 86645789	Reg 07-FEB-2017	Reg 5138232
FREEMAN FEELING BEAUTIFUL	U.S.	App 28-MAY-2015	App 86644776	Reg 12-JUL-2016	Reg 4996161
FREEMAN	U.S.	App 06-JUN-2014	App 86302919	Reg 11-OCT-2016	Reg 5059953
PSSSST!	U.S.	App 06-FEB-2014	App 86186918	Reg 02-SEP-2014	Reg 4597182
ECLOS Translation: BLOOM	U.S.	App 11-SEP-2009	App 77825051	Reg 11-JAN-2011	Reg 3905309
C.BOOTH Cross References: C BOOTH	U.S.	App 04-AUG-2008	App 77538006	Reg 19-JUL-2011	Reg 3995536
PSSSST!	U.S.	App 23-APR-2004	App 78407473	Reg 18-APR-2006	Reg 3083623
(PH) BEAUTY LABS	U.S.	App 19-FEB-2002	App 76372172	Reg 10-MAY-2005	Reg 2948725

Citation	Source	Application Date	Application Number	Registration Date	Registration Number
VITA-K SOLUTION Cross References: VITA K SOLUTION	U.S.	App 04-NOV-1998	App 75583025	Reg 15-FEB-2000	Reg 2318576
FREEMAN	U.S.	App 24-JAN-1997	App 75230663	Reg 20-OCT-1998	Reg 2197110
BARE FOOT	U.S.	App 27-APR-1995	App 74666263	Reg 02-JUL-1996	Reg 1983825
FREEMAN BEAUTIFUL SKIN	U.S.	App 10-JAN-1994	App 74478120	Reg 10-JAN-1995	Reg 1872177
PSSSSST	U.S.	App 25-MAY-1967	App 72272356	Reg 16-JUL-1968	Reg 0852910