

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM440884

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		08/25/2017	Corporation: 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: 1			
Property Type	Number	Word Mark	
Serial Number:	87231514	LUXURY FOR ALL	
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:	08/28/2017		
Total Attachments: 3			
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PARTIAL TRADEMARK RELEASE AND REASSIGNMENT

THIS PARTIAL TRADEMARK RELEASE AND REASSIGNMENT is made as of August 25, 2017, 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 December 23, 2016 (the "Security Agreement") pursuant to which the Grantor granted a security interest to Secured Party in certain trademarks and Specified Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Secured Party, including the Specified Trademark Application (as defined below) 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 January 6, 2017, at Reel 5960, Frame 0693;

WHEREAS, Grantor has requested that Secured Party release its security interest solely in the Specified Trademark Collateral (as defined below) (and, for the avoidance of doubt, not any other Trademarks or Trademark Collateral (as defined in the Security Agreement)) 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 "Specified Trademark Collateral"):

(a) the trademark application 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 "Specified Trademark Application");

(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 Specified Trademark Collateral (and, for the avoidance of doubt, not any other Trademarks or Trademark Collateral (as defined in the Security Agreement)).

[Signature Page Follows]

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

BANK OF MONTREAL

By: Jean Murphy
Name: Jean Murphy
Title: Director

SCHEDULE 1

Trademark Application

Country	Trademark	Application No.	Application Date
United States	LUXURY FOR ALL	87231514 ¹	11/9/16

¹ Published (Pending) Intent to Use