

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM476991

<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>
New Milani Group LLC		06/06/2018	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	U.S. Bank National Association		
<b>Street Address:</b>	214 Tryon Street, 27th Floor		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28202		
<b>Entity Type:</b>	National Banking Association: MINNESOTA		
<b>PROPERTY NUMBERS Total: 19</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4704963	BELLA EYES GEL POWDER	
<b>Registration Number:</b>	4602893	BRILLIANT SHINE	
<b>Registration Number:</b>	4786575	COLOR STATEMENT	
<b>Registration Number:</b>	5400590	CONCEAL + PERFECT	
<b>Registration Number:</b>	4341297	EYE TECH	
<b>Registration Number:</b>	4497329	GRANDISSIMO	
<b>Registration Number:</b>	4717647	INSPIRED BY MILAN. LOOK BY MILANI.	
<b>Registration Number:</b>	4602894	LIP INTENSE	
<b>Registration Number:</b>	5391390	MAKE IT DEWY	
<b>Registration Number:</b>	5391386	MAKE IT LAST	
<b>Registration Number:</b>	3641687	MILANI	
<b>Registration Number:</b>	4669956	MILANI	
<b>Registration Number:</b>	4579342	M	
<b>Registration Number:</b>	4669955	MILANI	
<b>Registration Number:</b>	4989177	MILANI FIERCE FOIL	
<b>Registration Number:</b>	4602895	POWER LIP	
<b>Registration Number:</b>	5391940	RETOUCH + ERASE	
<b>Registration Number:</b>	4989469	STAY PUT BROW COLOR	
<b>Registration Number:</b>	5129486	MILANI	

CH \$490.00 4704963

**CORRESPONDENCE DATA****Fax Number:** 6175269899

*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.*

**Email:** dcassinelli@proskauer.com**Correspondent Name:** Diane Cassinelli**Address Line 1:** c/o Proskauer Rose LLP**Address Line 2:** One International Place**Address Line 4:** Boston, MASSACHUSETTS 02110

<b>ATTORNEY DOCKET NUMBER:</b>	54934 / 029
--------------------------------	-------------

<b>NAME OF SUBMITTER:</b>	Diane Cassinelli
---------------------------	------------------

<b>SIGNATURE:</b>	/Diane Cassinelli/
-------------------	--------------------

<b>DATE SIGNED:</b>	06/06/2018
---------------------	------------

**Total Attachments: 6**

source=Milani\_2L\_Trademark Security Agreement (New Milani) [Executed]#page1.tif

source=Milani\_2L\_Trademark Security Agreement (New Milani) [Executed]#page2.tif

source=Milani\_2L\_Trademark Security Agreement (New Milani) [Executed]#page3.tif

source=Milani\_2L\_Trademark Security Agreement (New Milani) [Executed]#page4.tif

source=Milani\_2L\_Trademark Security Agreement (New Milani) [Executed]#page5.tif

source=Milani\_2L\_Trademark Security Agreement (New Milani) [Executed]#page6.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (including all annexes, exhibits and schedules hereto, as the same may be amended, restated, amended and restated, modified and/or supplemented from time to time, this “Trademark Security Agreement”) dated as of June 6, 2018, is made by New Milani Group LLC, a Delaware limited liability company (“Grantor”) in favor of U.S. Bank National Association, as administrative agent (in such capacity, together with its successors and permitted assigns, “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to that certain Second Lien Credit Agreement, dated as of June 6, 2018 (as the same may be amended, restated, amended and restated, modified, and/or supplemented from time to time, the “Credit Agreement”), by and among Milani Holdco LLC, a Delaware limited liability company (“Holdings”), Grantor, as Borrower (“Borrower”), and the other Credit Parties party thereto from time to time, Agent and the Lenders party thereto from time to time, the Secured Parties have severally agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor (other than Borrower) has agreed, pursuant to a Second Lien Guaranty and Security Agreement of even date herewith in favor of Agent (the “Guaranty and Security Agreement”), to guarantee the Secured Obligations (as defined in the Credit Agreement) of Borrower; and

WHEREAS, Grantor is a party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

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

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

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 such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

all of its Trademarks providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

all renewals and extensions of the foregoing;

all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

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.

Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guaranty and Security Agreement, the provisions of the Guaranty and Security Agreement shall control.

Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Agreement subject to a security interest hereunder.

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.

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

Very truly yours,

**NEW MILANI GROUP LLC,**  
a Delaware limited liability company,  
as Grantor

By: Ralph S. Bijou  
Name: Ralph S. Bijou  
Title: Chief Executive Officer

Second Lien Trademark Security Agreement (Milani)

**TRADEMARK**  
**REEL: 006347 FRAME: 0833**

ACCEPTED AND AGREED  
as of the date first above written:

**U.S. BANK NATIONAL ASSOCIATION**, not in its  
individual capacity but solely in its capacity as Agent

By: Crystal Crudup Burt  
Name: **CRYSTAL CRUDUP-BURT**  
Title: **VICE PRESIDENT**

**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT**

Registered Trademarks and Trademark Applications

<b>Mark</b>	<b>Class</b>	<b>Country</b>	<b>Status</b>	<b>Filing / Registration Date</b>	<b>Application / Registration ID Number</b>	<b>Owner</b>
Bella Eyes Gel Powder	03	United States	Active Registration	3/17/2015	4704963	New Milani Group LLC
Brilliant Shine	03	United States	Active Registration	9/9/2014	4602893	New Milani Group LLC
Color Statement	03	United States	Active Registration	8/4/2015	4786575	New Milani Group LLC
Conceal + Perfect	03	United States	Active Registration	2/13/2018	5400590	New Milani Group LLC
Eye Tech	03	United States	Active Registration	5/28/2013	4341297	New Milani Group LLC
Grandissimo	03	United States	Active Registration	3/18/2014	4497329	New Milani Group LLC
Inspired by Milan. Look by Milani	03	United States	Active Registration	4/7/2015	4717647	New Milani Group LLC
Lip Intense	03	United States	Active Registration	9/9/2014	4602894	New Milani Group LLC
Make it Dewy	03	United States	Active Registration	1/30/2018	5391390	New Milani Group LLC
Make it Last	03	United States	Active Registration	1/30/2018	5391386	New Milani Group LLC
Milani	03	United States	Active Registration	6/23/2009	3641687	New Milani Group LLC
Milani	03	United States	Active Registration	1/13/2015	4669956	New Milani Group LLC
Milani 3 Bar Logo	03	United States	Active Registration	8/5/2014	4579342	New Milani Group LLC
Milani Bar Logo	03	United States	Active Registration	1/13/2015	4669955	New Milani Group LLC

Mark	Class	Country	Status	Filing / Registration Date	Application / Registration ID Number	Owner
Milani Fierce Foil	03	United States	Active Registration	6/28/2016	4989177	New Milani Group LLC
Power Lip	03	United States	Active Registration	9/9/2014	4602895	New Milani Group LLC
Retouch + Erase	03	United States	Active Registration	1/30/2018	5391940	New Milani Group LLC
Stay Put Brow Color	03	United States	Active Registration	6/28/2016	4989469	New Milani Group LLC
MILANI		United States	Registration	1/24/2017	5129486	New Milani Group LLC