

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM482171

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Kiss My Face, LLC		06/28/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Super G Capital, LLC		
<b>Street Address:</b>	23 Corporate Plaza, #100		
<b>City:</b>	Newport Beach		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92660		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 66</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5080210	POTENT & PURE	
<b>Registration Number:</b>	4801412	SENSITIVE TYPE	
<b>Serial Number:</b>	87401270	KISS IT & MAKE IT BETTER	
<b>Registration Number:</b>	4268625	KISS MY FACE PEACE	
<b>Registration Number:</b>	3418350	C THE CHANGE	
<b>Registration Number:</b>	3464832	BREAK OUT	
<b>Registration Number:</b>	3158568	ACTIVE ATHLETIC	
<b>Registration Number:</b>	3120784	KISS MY FACE WHITENING	
<b>Registration Number:</b>	3005002	FACE FACTOR	
<b>Registration Number:</b>	2984160	CLEAN FOR A DAY	
<b>Registration Number:</b>	2982091	CELL MATE	
<b>Registration Number:</b>	3091150	TREATMINT	
<b>Registration Number:</b>	3065090	COLD & FLU BATH	
<b>Registration Number:</b>	2834677	SO REFINED	
<b>Registration Number:</b>	2834675	UNDER AGE	
<b>Registration Number:</b>	2805914	C'S THE DAY	
<b>Registration Number:</b>	2807490	BIG KISS	
<b>Registration Number:</b>	2789894	BARE NAKED	
<b>Registration Number:</b>	2748862	OBSESSIVELY ORGANIC	
<b>TRADEMARK</b>			

OP \$1665.00 5080210

Property Type	Number	Word Mark
Registration Number:	2574612	UPPER MANAGEMENT
Registration Number:	2580430	MISS TREATED
Registration Number:	2580429	WHENEVER
Registration Number:	2580428	BIG BODY
Registration Number:	3862823	OBSESSIVELY NATURAL KIDS
Registration Number:	3920352	ECONOMICALLY FRIENDLY
Registration Number:	3634808	SCENTSLESS
Registration Number:	3590613	KISS MY FACE MOISTURE SOAP
Registration Number:	3547974	OLIVE MY BODY
Registration Number:	3500994	DO WHAT COMES NATURALLY
Registration Number:	3475145	PEACHES & CREME
Registration Number:	2794325	HOT SPOTS
Registration Number:	2706187	KISS MY FACE
Registration Number:	2553790	ROUGH THYME
Registration Number:	2368794	PEACEFUL PATCHOULI
Registration Number:	2314514	SWYFLOTTER
Registration Number:	2309911	EARLY TO RISE
Registration Number:	2309910	EARLY TO BED
Registration Number:	2278436	SUN SWAT
Registration Number:	2241307	GERMSASIDE
Registration Number:	2301324	KISS MY FACE
Registration Number:	2695981	KISS KIDS
Registration Number:	2217924	HOLD UP!
Registration Number:	1902308	KISS AND GO!
Registration Number:	1513297	KISS MY FACE
Registration Number:	4157753	ACTIVE LIFE
Registration Number:	4200053	KISS MY FACE SHIMMER
Registration Number:	4186701	BETTER SOAP PEACE SOAP BETTER WORLD
Registration Number:	4229593	KISS MY FACE
Registration Number:	4260759	NATURAL EFFECTIVE CRUELTY-FREE
Registration Number:	4369866	NOURISH NATURALLY WITH OUR BOTANICAL BLE
Registration Number:	4483371	AROMATHERAPEUTIC
Registration Number:	4417096	MOISTURE SHAVE
Registration Number:	4402610	OLIVE & ALOE
Registration Number:	4540251	TROPICAL INDULGENCE
Registration Number:	4585922	ANTIOXIDANT DEFENDERS
Registration Number:	4450641	KISS MY FACE
Registration Number:	4450642	KISS MY FACE

Property Type	Number	Word Mark
Registration Number:	4586234	AIR POWERED SPRAY
Registration Number:	4632090	BARE NAKED
Registration Number:	4642790	NATURALLY NOURISHING ANTIOXIDANTS
Registration Number:	4636349	ONE KISS IS ALL IT TAKES
Registration Number:	5302761	KISS MY FACE NATURALLY EFFECTIVE
Registration Number:	5160260	KISS MY FACE
Registration Number:	5303023	KISS MY FACE ORGANICS
Serial Number:	87372398	KIDS DEFENSE
Serial Number:	87372430	SENSITIVE SIDE

**CORRESPONDENCE DATA**

**Fax Number:** 8009144240

*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:** 614-280-3566

**Email:** james.murray@wolterskluwer.com

**Correspondent Name:** James Murray

**Address Line 1:** 4400 Easton Commons Way, Suite 125

**Address Line 2:** CT Corporation

**Address Line 4:** Columbus, OHIO 43219

<b>NAME OF SUBMITTER:</b>	Joanne BL Arnold
<b>SIGNATURE:</b>	/Joanne BL Arnold/
<b>DATE SIGNED:</b>	07/17/2018

**Total Attachments: 21**

- source=Kiss My Face - Trademark#page1.tif
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# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

### 1. Name of conveying party(ies):

Kiss My Face, LLC

- Individual(s)                       Association  
 Partnership                       Limited Partnership  
 Corporation- State: \_\_\_\_\_  
 Other LLC

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached?  Yes  No

### 3. Nature of conveyance/Execution Date(s) :

Execution Date(s) June 28, 2018

- Assignment                       Merger  
 Security Agreement                       Change of Name  
 Other \_\_\_\_\_

### 2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Super G Capital, LLC

Street Address: 23 Corporate Plaza, #100

City: Newport Beach

State: CA

Country: USA Zip: 92660

- Individual(s) Citizenship \_\_\_\_\_  
 Association Citizenship \_\_\_\_\_  
 Partnership Citizenship \_\_\_\_\_  
 Limited Partnership Citizenship \_\_\_\_\_  
 Corporation Citizenship \_\_\_\_\_  
 Other LLC Citizenship Delaware

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

### 4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See Schedule 1

B. Trademark Registration No.(s)

See Schedule 1

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

### 5. Name & address of party to whom correspondence concerning document should be mailed:

Name: James Murray

Internal Address: CT Corporation

Street Address: 4400 Easton Commons Way, Suite 125

City: Columbus

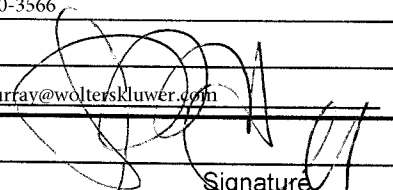
State: OH Zip: 43219

Phone Number: 614-280-3566

Docket Number: \_\_\_\_\_

Email Address: james.murray@wolterskluwer.com

### 9. Signature:



Joanne BL Arnold

Name of Person Signing

### 6. Total number of applications and registrations involved:

66

### 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- Authorized to be charged to deposit account  
 Enclosed

### 8. Payment Information:

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

June 28, 2018

Date

Total number of pages including cover sheet, attachments, and document:

21

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, the "Agreement") dated as of June 28, 2018, is made by KISS MY FACE, LLC, a Delaware limited liability company, in favor of SUPER G CAPITAL, LLC, a Delaware limited liability company ("Lender");

### W I T N E S S E T H

WHEREAS, Grantor and Lender are parties to a certain Business Loan & Security Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Grantor by Lender; and

WHEREAS, Grantor has granted to Lender a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, copyrights, and patents, together with the goodwill of the business symbolized by Grantor's trademarks, patents and copyrights and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Loan Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Lender a continuing security interest in Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark, patent and copyright listed on Schedule 1 annexed hereto, (such trademarks, patents and copyrights, the "Trademarks", "Patents" and "Copyrights") together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Patent and Copyright; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark or patent, or (b) injury to the goodwill associated with any trademark.

3. Representations and Warranties. Grantor hereby represents and warrants that the Trademarks, Patents and Copyrights listed on Schedule 1 attached hereto constitute all trademarks, patents and copyrights owned or registered to Grantor as of the date hereof.

4. Right to Bring Suit. Grantor shall have the right, subject to the prior written consent of Lender during the continuance of an Event of Default, which consent shall not be unreasonably withheld, conditioned or delayed, to bring suit in its own name to enforce the Trademarks, Patents and Copyrights, in which case Lender may, at Lender's option, be joined as a nominal party to this suit if Lender shall be satisfied that the joinder is necessary and that Lender is not incurring any risk of liability by that joinder. Grantor shall promptly, upon demand, reimburse and indemnify, defend, and hold harmless Lender for all damages, costs and expenses, including reasonable attorneys' fees, incurred by Lender pursuant to this paragraph.

5. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA WITHOUT REFERENCE TO ITS CHOICE OF LAW PRINCIPLES. FURTHER, THE LAW OF THE STATE OF CALIFORNIA SHALL APPLY TO ALL DISPUTES OR CONTROVERSIES ARISING OUT OF OR CONNECTED TO OR WITH THIS AGREEMENT WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES.


6. CONSENT TO JURISDICTION; WAIVER OF JURY TRIAL. ANY LEGAL ACTION, SUIT OR PROCEEDING WITH RESPECT TO THIS AGREEMENT SHALL BE BROUGHT EXCLUSIVELY IN THE STATE AND FEDERAL COURTS OF THE STATE OF CALIFORNIA IN THE COUNTY OF ORANGE, IN A CITY TO BE DESIGNATED BY LENDER, OR IN THE CITY OF LOS ANGELES, STATE OF CALIFORNIA, AND GRANTOR HEREBY ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, THE JURISDICTION OF THE AFOREMENTIONED COURTS. GRANTOR HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION, INCLUDING, WITHOUT LIMITATION, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, OR BASED ON UPON 28 U.S.C. § 1404, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING AND ADJUDICATION OF ANY SUCH ACTION, SUIT OR PROCEEDING IN ANY OF THE AFOREMENTIONED COURTS AND AMENDMENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY THE COURT. GRANTOR HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM CONCERNING ANY RIGHTS UNDER THIS AGREEMENT, AND AGREES THAT ANY SUCH ACTION, PROCEEDING OR COUNTERCLAIM SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

7. Notices. Any notice required or permitted to be given under this Security Agreement shall be sent in accordance with Section 10.9 of the Loan Agreement.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above

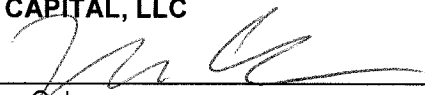
**KISS MY FACE, LLC**

By:   
Name: Letitia A. Baviello  
Title: CFO



Agreed and Accepted  
as of the date first written above:

**SUPER G CAPITAL, LLC**

By:   
Name: Marc Cole  
Title: Chief Financial Officer

*[Signature page to Intellectual Property Security Agreement]*

**TRADEMARK**  
**REEL: 006383 FRAME: 0203**

**SCHEDULE 1<sup>1</sup>**

**SCHEDULE 1**

(a) Patents and Patent Licenses

N/A

(b) Copyrights and Copyright Licenses

N/A

(c) Trademarks and Trademark Licenses

Trademark	Registration Date	Filed	Country	Class	Registration Number	Filing Number
KISS MY FACE	11 05 2007	01 03 2006	Argentina	03	2.157.638	2656963
KISS MY FACE	17 10 1994	17 12 1992	Australia	03	592643	592643
KISS MY FACE	21 07 2009	17 11 2005	Barbados	03	81/21163	81/21163
KISS MY FACE	01 08 1997	13 05 1996	Benelux	03	600863	870988
KISS MY FACE	(Pending)	28 07 2015	Brazil	03		909744971

<sup>1</sup> Borrower to confirm.

KISS MY FACE	17 07 2007	10 09 2005	Bulgaria	03	00060284	2005081350
KISS MY FACE PEACE (DESIGN)	23 07 2014	26 10 2010	Canada	03; 04	TMA882680	1502186
MOISTURE SHAVE	10 03 2010	13 08 2008	Canada	03	TMA761301	1407119
OBSESSIVELY NATURAL KIDS	05 03 2013	16 03 2010	Canada	03	TMA845274	1474172
KISS MY FACE MOISTURE SOAP	17 02 2011	27 01 2009	Canada	03	TMA791080	1425700
KISS KIDS	31 01 2003	19 11 1997	Canada	03	TMA574850	0861938
OBSESSIVELY NATURAL	17 11 2008	11 10 2005	Canada	03; 04	TMA728491	1275259
DOWNTIME	18 03 2008	11 07 2005	Canada	03	TMA709854	1264258
NOURISH NATURALLY WITH OUR BOTANICAL	22 10 2014	20 09 2012	Canada	03	TMA888548	1594279
KISS MY FACE (DESIGN - NEW VERSION)	14 08 2015	27 09 2013	Canada	03	TMA911211	1645544
NATURALLY NOURISHING ANTIOXIDANTS	03 03 2016	11 08 2014	Canada	03	TMA930491	1688991

**TRADEMARK**  
**REEL: 006383 FRAME: 0205**

*[Schedule 1 Intellectual Property Security Agreement]*

ONE KISS IS ALL IT TAKES	17 02 2016	25 07 2014	Canada	03	TMA929127	1687025
KISS MY FACE	04 01 1985	18 11 1982	Canada	03; 25	TMA298898	0495093
KISS MY FACE NATURALLY EFFECTIVE	25 05 2016	08 07 2016	Canada	03		1790520
KISS MY FACE	21 08 1997	18 01 2006	Chile	03	1200602	181624
KISS MY FACE	07 11 2009	03 03 1994	China	03	1080901	1080901
KISS MY FACE (DESIGN)	07 06 2015	09 10 2006	China	03	5649844	5649844
KISS MY FACE (IN CHINESE CHARACTERS)	28 07 2015	25 04 2014	China	03	14458077	14458077
KISS MY FACE	07 06 2007	20 06 2014	China	03	14621134	14621134
		28 11 2006	Colombia	03	334708	06120186

KISS MY FACE	12 06 2006	23 09 2005	Costa Rica	03	159715	2005-0007323
KISS MY FACE	15 06 2003		Dominican Republic	03	135683	
KISS MY FACE (DESIGN)	13 10 2013	26 06 2012	Egypt	03	276430	276430
KISS MY FACE	08 03 2007		El Salvador	03	193/81	
KISS MY FACE	18 04 2006	16 03 2005	European Union	03; 25; 42	004342085	004342085
KISS MY FACE	17 04 2002	30 08 2000	European Union	03; 04; 05; 25; 35	001832724	001832724
KISS MY FACE (DESIGN)	07 12 2016	09 08 2016	European Union	03	015736457	015736457
KISS MY FACE NATURALLY EFFECTIVE (DESIGN)	07 12 2016	05 08 2016	European Union	03	015731532	015731532
KISS MY FACE ORGANICS (DESIGN)	15 12 2016	24 08 2016	European Union	03	015768732	015768732

**TRADEMARK**

**REEL: 006383 FRAME: 0207**

*[Schedule 1 Intellectual Property Security Agreement]*

KISS MY FACE	22 04 1996	18 07 1994	Finland	03	143630	199403598
KISS MY FACE	08 07 1995	08 07 1995	Hong Kong	03	199807346	199807346
KISS MY FACE	06 09 2004	21 04 2004	Iceland	03	670/2004	1082/2004
KISS MY FACE	07 03 2007	06 06 2005	India	03	613738	1362740
KISS MY FACE	12 07 2011	19 11 2007	Indonesia	03	IDM000312529	D00.2007.038081
KISS MY FACE	05 11 1996	03 03 1995	Israel	03	97380	97380
KISS MY FACE	17 05 1996	26 11 1993	Italy	03	1564674	MI1993C008201
KISS MY FACE	14 11 2003	04 04 2003	Japan	03; 04; 25	4726564	2003-27244
KISS MY FACE	20 01 2002	10 11 2000	Latvia	03	M48949	M001633
KISS MY FACE	29 12 1999	29 12 1999	Lebanon	25; 37	82125	82125
KISS MY FACE (DESIGN)	16 01 2017	26 05 2015	Malaysia	03	2015005629	2015005629
KISS MY FACE	30 05 2000	15 06 1998	Mexico	03	656228	336145
KISS MY FACE	24 03 1997	18 07 1994	New Zealand	03	238957	238957
KISS MY FACE	02 05 1996	22 07 1994	Norway	03	172721	19944104
KISS MY FACE	30 04 1998	02 05 1997	Norway	03	189653	19973528
KISS MY FACE	22 01 2008	09 11 2007	Norway	03	243788	200713736
KISS MY FACE	30 08 2005	30 08 2005	Panama	03	144945	144945

**TRADEMARK**  
**REEL: 006383 FRAME: 0208**

*[Schedule 1 Intellectual Property Security Agreement]*

KISS MY FACE		09 09 2016	Paraguay	03			59258/2016
KISS MY FACE	20 10 1995	23 06 1995	Peru	03		20408	625300
KISS MY FACE	15 01 2002	29 06 1995	Philippines	03		4-1995-103279	4-1995-103279
KISS MY FACE	19 06 1995	19 06 1995	Poland	03		103597	148195
KISS MY FACE	27 06 2003	15 11 2000	Russian Federation	03		249975	200729006
KISS MY FACE	08 08 1994	08 08 1994	Singapore	03		T9406801F	
KISS MY FACE	28 05 1997	28 05 1997	Singapore	03		T9706166G	
KISS MY FACE	11 10 2006	11 10 2006	Singapore	03		T062124ZZ	
KISS MY FACE	02 07 2007	02 07 2007	South Africa	03		2007/11925	
KISS MY FACE	12 06 1996	06 05 1995	South Korea / Republic of Korea	03		40-340981	40-1995-0017567
KISS MY FACE	15 01 1997	06 05 1995	South Korea / Republic of Korea	03		40-353691	40-1995-0017568
KISS MY FACE	01 07 2005	23 06 2004	Taiwan	03		01160216	93028809
KISS MY FACE	15 12 2004	15 12 2004	Thailand	03		TM235558	575933
KISS MY FACE	05 05 1995	05 05 1995	Turkey	03		160580	95/004403

TRADEMARK  
REEL: 006383 FRAME: 0209

[Schedule 1 Intellectual Property Security Agreement]

KISS MY FACE	10 06 2016	20 01 2015	Ukraine	03	212705	M201500568
KISS MY FACE	08 05 2017	28 08 2016	United Arab Emirates	03	259050	259050
POTENT & PURE	15 11 2016	30 06 2014	United States Of America	03	5080210	86/324528
SENSITIVE TYPE	25 08 2015	05 12 2014	United States Of America	03	4801412	86/472857
KISS IT & MAKE IT BETTER	(Pending)	06 04 2017	United States Of America	03		87/401270
KISS MY FACE PEACE (DESIGN)	01 01 2013	26 04 2010	United States Of America	03	4268625	85/023142
C THE CHANGE	29 04 2008	11 05 2006	United States Of America	03	3418350	78/881667
BREAK OUT	08 07 2008	31 03 2006	United States Of America	03	3464832	78/851699
ACTIVE ATHLETIC	17 10 2006	30 11 2005	United States Of America	03	3158568	78/763833

**TRADEMARK**

**REEL: 006383 FRAME: 0210**

*[Schedule 1 Intellectual Property Security Agreement]*



KISS MY FACE WHITENING	25 07 2006	14 10 2005	United States Of America	03	3120784	78/733434
FACE FACTOR	04 10 2005	19 11 2003	United States Of America	03	3005002	78/330056
CLEAN FOR A DAY	09 08 2005	23 12 2003	United States Of America	03	2984160	78/345001
CELL MATE	02 08 2005	20 11 2003	United States Of America	03	2982091	78/330559
TREATMINT	09 05 2006	15 04 2004	United States Of America	03	3091150	78/402473
COLD & FLU BATH		ar 2004	United States Of America	03	3065090	78/393122
SO REFINED	20 04 2004	16 06 2003	United States Of America	03	2834677	78/262856
UNDER AGE	20 04 2004	16 06 2003	United States Of America	03	2834675	78/262790
C'S THE DAY	13 01 2004	02 12 2002	United States Of America	03	2805914	78/190001
BIG KISS	20 01 2004	06 10 2002	United States Of America	03	2807490	78/171442
BARE NAKED	02 12 2003	01 10 2002	United States Of America	03	2789894	78/169940
OBSSESSIVELY ORGANIC	05 08 2003	30 01 2002	United States Of America	03	2748862	78/105719
UPPER MANAGEMENT	28 05 2002	08 03 2001	United States Of America	03	2574612	78/052019
MISS TREATED	11 06 2002	08 03 2001	United States Of America	03	2580430	78/052010
WHENEVER	11 06 2002	08 03 2001	United States Of America	03	2580429	78/052006
BIG BODY	11 06 2002	08 03 2001	United States Of America	03	2580428	78/051998
OBSSESSIVELY NATURAL KIDS	19 10 2010	16 09 2009	United States Of America	03	3862823	77/828071

TRADEMARK  
REEL: 006383 FRAME: 0211

[Schedule 1 Intellectual Property Security Agreement]

ECONOMICALLY FRIENDLY	15 02 2011	04 03 2009	United States Of America	03	3920352	77/6833395
SCENTSLESS	09 06 2009	04 11 2008	United States Of America	03	3634808	77/6066676
KISS MY FACE MOISTURE SOAP	17 03 2009	28 07 2008	United States Of America	03	3590613	77/532702
OLIVE MY BODY	16 12 2008	30 11 2007	United States Of America	03	3547974	77/341506
DO WHAT COMES NATURALLY	16 09 2008	04 09 2007	United States Of America	03	3500994	77/270565
PEACHES & CRÈME	29 07 2008	10 08 2007	United States Of America	03	3475145	77/252367
HOT SPOTS	16 12 2003	24 01 2003	United States Of America	03	2794325	76/484976
KISS MY FACE	15 04 2003	23 04 2001	United States Of America	25	2706187	76/244846
ROUGH THYME	26 03 2002	23 03 2000	United States Of America	03	2553790	76/007655
PEACEFUL PATCHOULI	18 07 2000	16 09 1999	United States Of America	03	2368794	75/800946
SWYFLOTTER	01 02 2000	01 02 1999	United States Of America	05	2314514	75/632265
EARLY TO RISE	18 01 2000	22 05 1998	United States Of America	03	2309911	75/490230
EARLY TO BED	18 01 2000	22 05 1998	United States Of America	03	2309910	75/490228
SUN SWAT	14 09 1999	07 11 1997	United States Of America	03	2278436	75/386899
GERMSASIDE	20 04 1999	30 10 1997	United States Of America	05	2241307	75/381727
KISS MY FACE	21 12 1999	22 09 1997	United States Of America	03	2301324	75/361218
KISS KIDS	11 03 2003	22 09 1997	United States Of America	03; 25	2695981	75/361217
HOLD UP!	12 01 1999	29 07 1997	United States Of America	03	2217924	75/332312

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[Schedule 1 Intellectual Property Security Agreement]

KISS AND GO!	04 07 1995	06 06 1994	United States Of America	03	1902308	74/534243
KISS MY FACE	22 11 1988	28 04 1988	United States Of America	03	1513297	73/725035
ACTIVE LIFE	12 06 2012	18 10 2011	United States Of America	03	4157753	85/449913
KISS MY FACE SHIMMER	28 08 2012	18 10 2011	United States Of America	03	4200053	85/449891
BETTER SOAP PEACE SOAP BETTER WORLD	07 08 2012	22 12 2011	United States Of America	03	4186701	85/502147
KISS MY FACE	23 10 2012	08 03 2012	United States Of America	03	4229593	85/563688
NATURAL EFFECTIVE CRUELTY-FREE	18 12 2012	13 04 2012	United States Of America	03	4260759	85/597678
NOURISH NATURALLY WITH OUR BOTANICAL AROMATHERAPE UTIC	16 07 2013	30 05 2012	United States Of America	03	4369866	85/638546
MOISTURE SHAVE OLIVE & ALOE	18 02 2014	15 06 2012	United States Of America	03	4483371	85/652916
	15 10 2013	04 09 2012	United States Of America	03	4417096	85/719674
	17 09 2013	23 08 2012	United States Of America	03	4402610	85/710758

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[Schedule 1 Intellectual Property Security Agreement]

TROPICAL INDULGENCE	27 05 2014	12 06 2013	United States Of America	03	4540251	85/957794
ANTIOXIDANT DEFENDERS	12 08 2014	13 08 2013	United States Of America	03	4585922	86/036745
KISS MY FACE (DESIGN - OLD VERSION)	17 12 2013	16 04 2013	United States Of America	03	4450641	85/905675
KISS MY FACE (DESIGN - NEW VERSION)	17 12 2013	16 04 2013	United States Of America	03	4450642	85/905703
AIR POWERED SPRAY	12 08 2014	13 08 2013	United States Of America	03	4586234	86/036753
BARE NAKED	04 11 2014	01 04 2014	United States Of America	03	4632090	86/238946
NATURALLY NOURISHING ANTIOXIDANTS	18 11 2014	07 04 2014	United States Of America	03	4642790	86/244260
ONE KISS IS ALL IT TAKES	11 11 2014	14 03 2014	United States Of America	03	4636349	86/221988

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*[Schedule 1 Intellectual Property Security Agreement]*

KISS MY FACE NATURALLY EFFECTIVE (DESIGN)	03 10 2017	08 07 2016	United States Of America	03	5302761	87/097022
KISS MY FACE	14 03 2017	28 07 2016	United States Of America	35	5160260	87/120025
KISS MY FACE ORGANICS (DESIGN)	03 10 2017	23 08 2016	United States Of America	03	5303023	87/147867
KIDS DEFENSE	(Pending)	15 03 2017	United States Of America	03		87/372398
SENSITIVE SIDE	(Pending)	15 03 2017	United States Of America	03		87/372430
KISS MY FACE	16 11 2012	08 10 2003	Venezuela	03	P-323044	2003-014538
KISS MY FACE	(Pending)	21 12 2015	Vietnam	03		4-2015-36041


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[Schedule 1 Intellectual Property Security Agreement]

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :  
STATE OF New York : SS  
COUNTY OF Ulster :

On this 28<sup>th</sup> day of June, 2018 before me personally appeared Letitia A. Baviello, to me known and being duly sworn, deposes and says that she is authorized to sign on behalf of Kiss My Face, LLC, that she signed the Agreement thereto pursuant to the authority vested in her/him by law; that the within Agreement is the voluntary act of such company; and she desires the same to be recorded as such.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: May 13, 2021

**RENEE C SMITHERMAN**  
Notary Public, State of New York  
Registration #01SM6281413  
Qualified In Ulster County  
Commission Expires May 13, 2021

## POWER OF ATTORNEY

Kiss My Face, LLC, a Delaware limited liability company ("Grantor"), hereby authorizes Super G Capital, LLC, its successors and assigns, and any officer or agent thereof ("Lender") under that certain Business Loan & Security Agreement between Lender and Grantor dated as of even date herewith (as it may hereafter be amended, modified, restated or replaced from time to time, the "Loan Agreement"), following the occurrence and during the continuance of an Event of Default (as defined in the Loan Agreement) as the true and lawful attorney-in-fact of Grantor, with the power to endorse the name of Grantor on all applications, assignments, documents, papers and instruments necessary for Lender to enforce and effectuate its rights under that certain Intellectual Property Security Agreement among Grantor and Lender dated the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Intellectual Property Agreement"), including, without limitation, the power to record its interest in any trademarks, patents and copyrights (as defined in the Intellectual Property Agreement) or additional trademarks, patents and copyrights in the United States Patent and Trademark Office and United States Copyright Office or other appropriate governmental office including, without limitation, the power to execute on behalf of Grantor a supplement to the Intellectual Property Agreement, to use the Trademarks, Patents and Copyrights or to grant or issue any exclusive or non-exclusive license under the Trademarks, Patents and Copyrights to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks, Patents and Copyrights to anyone else including, without limitation, the power to execute on behalf of Grantor a trademark, patent, or copyright assignment, in each case subject to the terms of the Intellectual Property Agreement. Nothing herein contained shall obligate Lender to use or exercise any rights granted herein.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Loan Agreement.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Intellectual Property Agreement, the Loan Agreement and the Loan Documents other than any actions which constitute gross negligence or willful misconduct.

This Power of Attorney shall be irrevocable for the life of the Intellectual Property Agreement.

**[SIGNATURES APPEAR ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, Grantor has executed this Power of Attorney as a deed, this  
26 day of June, 2018

**KISS MY FACE, LLC**

By: 

Name: Letitia A. Baviello

Title: CFO

*[Signature page to Power of Attorney to Intellectual Property Security Agreement]*

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**TRADEMARK**  
**REEL: 006383 FRAME: 0218**



**COMPANY ACKNOWLEDGMENT**

UNITED STATES OF AMERICA  
STATE OF NEW YORK  
COUNTY OF ULSTER

SS

On this 26<sup>th</sup> day of June, 2018 before me personally appeared Letitia A. Baviello, to me known and being duly sworn, deposes and says that she is authorized to sign on behalf of Kiss My Face, LLC, that she signed the Agreement thereto pursuant to the authority vested in her/him by law; that the within Agreement is the voluntary act of such company; and she desires the same to be recorded as such.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: *May 13, 2021*

**RENEE C SMITHERMAN**  
Notary Public, State of New York  
Registration #01SM6281413  
Qualified In Ulster County  
Commission Expires May 13, 2021

*[Acknowledgment to Power of Attorney to Intellectual Property Security Agreement]*

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RECORDED: 07/17/2018

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