

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM474196

<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>
Cosmetics LK, LLC		05/15/2018	Limited Liability Company: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BizCapital BIDCO I, L.L.C.		
<b>Street Address:</b>	909 Poydras Street, Suite 2230		
<b>City:</b>	New Orleans		
<b>State/Country:</b>	LOUISIANA		
<b>Postal Code:</b>	70112		
<b>Entity Type:</b>	Limited Liability Company: LOUISIANA		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87758756	BEAURSELF	
<b>Serial Number:</b>	86401735	HEALTHY NAILS FOREVER	
<b>Registration Number:</b>	4491300	TOUCH N' GROW	
<b>Registration Number:</b>	4527145	PROBELLE	
<b>Registration Number:</b>	4183442	NAIL OPTIMIZER	
<b>Registration Number:</b>	3344752	PROLANA	
<b>Serial Number:</b>	87738314	BONITALUXE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3148548660		
<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>			
<b>Phone:</b>	3148548646		
<b>Email:</b>	kji@carmodymacdonald.com		
<b>Correspondent Name:</b>	Katherine Iffrig		
<b>Address Line 1:</b>	120 S. Central Avenue, Suite 1800		
<b>Address Line 4:</b>	Saint Louis, MISSOURI 63105		
<b>NAME OF SUBMITTER:</b>	Katherine Iffrig		
<b>SIGNATURE:</b>	//Katherine Iffrig//		
<b>DATE SIGNED:</b>	05/16/2018		

OP \$190.00 87758756

**Total Attachments: 5**

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## PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "*Agreement*"), dated as of May 15, 2018, by COSMETICS LK, LLC, a Florida limited liability company (the "*Grantor*"), in favor of and for the benefit of BIZCAPITAL BIDCO I, L.L.C., a Louisiana limited liability company (herein, together its successors and assigns in such capacity, the "*Lender*").

### RECITALS

A. The Grantor, as borrower, has entered into a Loan Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "*Loan Agreement*") with Lender, pursuant to which the Lender has agreed to make a loan to the Grantor subject to the terms and conditions set forth therein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Loan Agreement.

B. Pursuant to the Loan Agreement, the Grantor is required to execute and deliver this Agreement to the Lender.

C. Pursuant to the terms of that certain Security Agreement executed by Grantor in favor of Lender dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "*Security Agreement*"), Grantor has granted to the Lender a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Loan Agreement.

**NOW, THEREFORE**, in consideration of the mutual agreements set forth herein and/or in the Loan Agreement and/or in the Security Agreement, the receipt and legal sufficiency of which is hereby acknowledged, the Debtor and Secured Party hereby agree as follows:

A. **Security Interest.** To secure payment and performance of the Obligations, the Grantor does hereby grant to the Lender a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto or any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "*Trademark Collateral*");

- (4) each patent and patent application, including without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith;
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent license under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the "*Patent Collateral*").

B. **Further Assurances.** This security interest and Lien is granted in conjunction with the security interests and Liens granted to the Lender pursuant to the Loan Agreement and the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Loan Agreement and the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

C. **SBA Notice.** *As used in the following italicized notice, "the Loan" and "this Loan" each mean the Loan, "this document" and "this instrument" and "this lien" each mean this Agreement, "the Note" means the Note, "Lender" means Lender, "Borrower" means Grantor, and "Guarantor" means each and every Guarantor (as defined in the Loan Agreement).*

The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:

- a) When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will *be* construed in accordance with federal law.
- b) Lender or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Borrower or Guarantor *may* claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to this Loan.

*Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument.*

[Signature page(s) follows.]

**COUNTERPART SIGNATURE PAGE**  
**to**  
**PATENT AND TRADEMARK SECURITY AGREEMENT**

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

**GRANTOR:**

**COSMETICS LK, LLC,**  
a Florida limited liability company

By: \_\_\_\_\_

Leon Kohn, Managing Member

**SCHEDULE 1**

(Trademark Collateral)

<b>US TRADEMARK REGISTRATION/SERIAL NO.</b>	<b>REGISTRATION DATE</b>	<b>DESCRIPTION</b>	<b>EST. RENEWAL DATE</b>
Serial #87758756	N/A Abandonment Date 4/25/2018	BEAurself	N/A
Serial #87738314	Pending	BONITALUXE	Pending
Serial #86401735	Pending	Healthy Nails Forever	Pending
Reg. #4491300	3/4/2014	Touch N' Grow	3/4/2023
Reg. #4527145	5/6/2014	Probelle	5/6/2023
Reg. #4183442	7/31/2012	NAIL OPTIMIZER	7/31/2021
Reg. #3344752	11/27/2007	PROLANA	11/27/2027

Unregistered Trademarks:

“None” if none are listed.

