

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM476986

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jordana Cosmetics LLC		06/06/2018	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association, as Agent		
Street Address:	214 Tryon Street, 27th Floor		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28202		
Entity Type:	National Banking Association: MINNESOTA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4756566	12 HR MADE TO LAST	
Registration Number:	4278288	FABULINER	
Registration Number:	2271913	J	
Registration Number:	2889270	J JORDANA	
Registration Number:	4599962	J JORDANA MADE IN USA	
Registration Number:	4599961	J JORDANA USA	
Registration Number:	2191057	JORDANA	
Registration Number:	4610964	TWIST & SHINE	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
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		
ATTORNEY DOCKET NUMBER:	54934 / 029		
NAME OF SUBMITTER:	Diane Cassinelli		

CH \$215.00 4756566

SIGNATURE:	/Diane Cassinelli/
DATE SIGNED:	06/06/2018
Total Attachments: 5 source=Milani_2L_Trademark Security Agreement (Jordana) [Executed]#page1.tif source=Milani_2L_Trademark Security Agreement (Jordana) [Executed]#page2.tif source=Milani_2L_Trademark Security Agreement (Jordana) [Executed]#page3.tif source=Milani_2L_Trademark Security Agreement (Jordana) [Executed]#page4.tif source=Milani_2L_Trademark Security Agreement (Jordana) [Executed]#page5.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 Jordana Cosmetics 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”), New Milani Group LLC, a Delaware limited liability company (“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,

JORDANA COSMETICS 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: 006398 FRAME: 0587

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:
Title: **CRYSTAL CRUDUP-BURT**
VICE PRESIDENT

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Registered Trademarks and Trademark Applications

Mark	Class	Country	Status	Filing / Registration Date	Application / Registration ID Number	Owner
12 HR Made to Last	03	United States	Active Registration	6/16/2015	4756566	Jordana Cosmetics LLC
Fabuliner	03	United States	Active Registration	1/22/2013	4278288	Jordana Cosmetics LLC
J Design	03	United States	Active Registration	8/24/1999 Renewed 8/24/2009	2271913	Jordana Cosmetics LLC
J Jordana and Design	03	United States	Active Registration	9/28/2004 Renewed 9/28/2014	2889270	Jordana Cosmetics LLC
J Jordana Made in USA (Stylized Script) with	03	United States	Active Registration	9/9/2014	4599962	Jordana Cosmetics LLC
J Jordana USA (Stylized Script) with Diamond	03	United States	Active Registration	9/9/2014	4599961	Jordana Cosmetics LLC
Jordana	03	United States	Active Registration	9/22/2998 Renewed 8/24/2008	2191057	Jordana Cosmetics LLC
Twist & Shine	03	United States	Active Registration	9/23/2014	4610964	Jordana Cosmetics LLC