

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM476180

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Transfer Statement		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LORAC Cosmetics, LLC		05/31/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association		
Street Address:	11 W. Madison St.		
Internal Address:	MK-IL-7162		
City:	Oak Park		
State/Country:	ILLINOIS		
Postal Code:	60302		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3944317	TANTALIZER	
Registration Number:	4554666	POREFECTION	
Registration Number:	3052613	LORAC	
Registration Number:	1852838	LORAC	
Serial Number:	87043398	UNZIPPED	
Serial Number:	87603423	LASH GOALS MASCARA	
Serial Number:	87640677	THE LIFESTYLE	
Serial Number:	87041950	THE RED CARPET AUTHORITY	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<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:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Dr. Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
NAME OF SUBMITTER:	Natalie Richards		

OP \$215.00 3944317

SIGNATURE:	/Natalie Richards/
DATE SIGNED:	05/31/2018
Total Attachments: 6 source=USB - LORAC - U.S. Trademark and Domain Name Transfer Statement-v1#page1.tif source=USB - LORAC - U.S. Trademark and Domain Name Transfer Statement-v1#page2.tif source=USB - LORAC - U.S. Trademark and Domain Name Transfer Statement-v1#page3.tif source=USB - LORAC - U.S. Trademark and Domain Name Transfer Statement-v1#page4.tif source=USB - LORAC - U.S. Trademark and Domain Name Transfer Statement-v1#page5.tif source=USB - LORAC - U.S. Trademark and Domain Name Transfer Statement-v1#page6.tif	

TRADEMARK AND DOMAIN NAME TRANSFER STATEMENT

Effective as of May 31, 2018

This TRANSFER STATEMENT (“Transfer Statement”) is presented under the provisions of Section 9-619 of the Uniform Commercial Code, effective in the State of New York (“UCC”). As required by the UCC, on receipt of this Transfer Statement, the U.S. Patent and Trademark Office shall (i) accept the Transfer Statement, and (ii) promptly amend its records to reflect the transfer described herein.

1. **SECURED OBLIGATIONS.** LORAC Cosmetics, LLC, a Delaware limited liability company (“Borrower 1”), entered into a Credit Agreement, dated as of December 15, 2015 (as amended, supplemented, or otherwise modified from time to time, the “Credit Agreement”), certain financial institutions as lenders (the “Lenders”), and U.S. Bank National Association, a national banking association, as swing line lender, LC issuer, and administrative agent for the Lenders (in such capacity, the “Administrative Agent”), under which the Lenders extended credit and other financial accommodations to or for the direct or indirect benefit of Borrower 1. To secure the payment and performance of the obligations of the Borrower 1 under the Credit Agreement, Borrower 1, LORAC Midco, LLC (“Borrower 2” and, together with Borrower 1, the “Borrowers”), and the Administrative Agent entered into a Pledge and Security Agreement and Irrevocable Proxy, dated as of even date with the Credit Agreement (as amended, supplemented, or otherwise modified from time to time, the “Security Agreement”), whereby the Borrowers granted to the Administrative Agent, as agent for the Lenders, a continuing perfected security interest in and lien on all the Borrowers’ assets (other than certain excluded assets) (the “Borrowers’ Collateral”), including, among other things, all registered trademarks and all related applications and registrations, including those set forth on Schedule 1 hereto (collectively, the “Transferred Trademarks”), and the domain names set forth on Schedule 2 hereto (the “Transferred Domain Names”).

2. **DEFAULT.** Borrowers defaulted on their obligations to Lenders with respect to the Credit Agreement and the Security Agreement.

3. **EXERCISE OF POST-DEFAULT REMEDIES.** The Administrative Agent, as agent for the Lenders, has foreclosed on the Transferred Trademarks of Borrower 1 and Transferred Domain Names of Borrower 1 by selling such Transferred Trademarks and such Transferred Domain Names, along with other assets of Borrower 1 (including the assets and goodwill of the Lender’s business connected with the use of and symbolized by such Transferred Trademarks), to Markwins Beauty Brands, Inc. (the “Transferee”) at a private foreclosure sale under Section 9-610 of the UCC.

4. **TRANSFEREE’S RIGHTS IN TRANSFERRED TRADEMARKS AND TRANSFERRED DOMAIN NAMES.** As a result of the Administrative Agent’s foreclosure sale, and in accordance with the terms of the Private Sale Agreement, dated as of May 16, 2018, the Transferee has acquired all Lenders’ right, title, and interest of Borrower 1 in the Transferred Trademarks and Transferred Domain Names.

5. **NAMES; MAILING ADDRESSES.** The names and mailing addresses of the Borrowers, the Administrative Agent, and the Transferee are as follows:

Borrower 1:

LORAC Cosmetics, LLC
3400 West Olive Ave., Suite 620

Burbank, CA 91505
Attn: Robert Riiska, Chief Restructuring Officer

Borrower 2:

LORAC Midco, LLC
3400 West Olive Ave., Suite 620
Burbank, CA 91505
Attn: Robert Riiska, Chief Restructuring Officer

With Copies to:

Greenberg Glusker Fields Claman & Machtinger LLP
1900 Avenue of the Stars, 21st Floor
Los Angeles, CA 90067
Attn: John Melissinos

Administrative Agent:

U.S. Bank National Association
11 W. Madison St.
MK-IL-7162
Oak Park, IL 60302
Attn: Nicholas V. Ocepek, Vice President

Transferee:

Markwins Beauty Brands, Inc.
22067 Ferrero Parkway
City of Industry, CA 91789
Attn: John Stephenson

With Copy to:

Latham & Watkins LLP
355 South Grand Avenue, Suite 100
Los Angeles, CA 90071
Attn: David A. Zaheer
Ted A. Dillman

Nothing contained in this document shall act as a waiver of any of the rights of the Lenders or of the Administrative Agent under the Credit Agreement or the Security Agreement, any documents executed in connection therewith, or applicable law, all of which are expressly reserved.

Very truly yours,

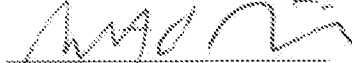
U.S. BANK NATIONAL ASSOCIATION

By: Nicholas V. Ocepik
Name: Nicholas V. Ocepik
Title: Vice President

Acknowledged and Agreed to as of
the date first above written:

Borrower 1

LORAC Cosmetics, LLC,
a Delaware limited liability company

By: 

Name: Robert O. Riiska

Its: Chief Restructuring Officer

[Signature Page to Trademark and Domain Name Transfer Statement]

TRADEMARK
REEL: 006431 FRAME: 0035

Schedule 1

Transferred Trademarks

Country	Mark	Application No. Filing Date	Registration No. Registration Date
United States	TANTALIZER	85126818 9/10/2010	3944317 4/12/2011
United States	POREFECTION	85957590 6/12/2013	4554666 6/24/2014
United States	LORAC	76615304 10/12/2004	3052613 1/31/2006
United States	LORAC	74343980 12/21/1992	1852838 9/6/1994
United States	UNZIPPED	87043398 5/19/2016	
United States	LASH GOALS MASCARA	87603423 9/11/2017	
United States	THE LIFESTYLE	87640677 10/10/2017	
United States	THE RED CARPET AUTHORITY	87041950 5/18/2016	

Schedule 2

Transferred Domain Names

Domain Name	Domain Name Registrar	Expiration Date
Lorac.com	GoDaddy	5/27/2019
Lorac.la	Smartz	N/A
Loraccosmetics.com	Network Solutions, LLC	12/2/2018