

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM503210

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Laura Geller Brands, LLC		12/21/2018	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	SunTrust Bank, as Collateral Agent
<b>Street Address:</b>	3333 Peachtree Road, N.E.
<b>Internal Address:</b>	4th Floor, East Tower
<b>City:</b>	Atlanta
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30326
<b>Entity Type:</b>	banking corporation: GEORGIA

## PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Registration Number:	4013809	AT LONG LASH
Registration Number:	4801152	BAKED LIQUID RADIANCE FOUNDATION
Registration Number:	3168706	BALANCE -N- BRIGHTEN
Registration Number:	4063291	BARELY THERE
Registration Number:	3520530	BLUSH -N- BRIGHTEN
Registration Number:	5066039	
Registration Number:	2989610	BRONZE -N- BRIGHTEN
Registration Number:	3061201	CAULK
Registration Number:	5243207	CREASE-LESS CONCEALER
Registration Number:	3528801	EYE RIMZ
Registration Number:	5441784	FIFTY KISSES LIP LOCKING LIQUID COLOR
Registration Number:	5402848	FILTER CORRECTOR COLOR PERFECTING BALM
Registration Number:	4827774	HAPPIFUL
Registration Number:	5370202	LASHBOSS
Registration Number:	3527188	LAURA GELLER
Registration Number:	4787513	LAURA GELLER
Registration Number:	4787516	LAURA GELLER
Registration Number:	3103856	LAURA GELLER MAKEUP

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5495610	LAURA GELLER NEW YORK
Registration Number:	5449736	LINE-N-DEFINE DUAL DIMENSION EYELINER
Registration Number:	3942225	REAL DEAL REMEDY STICK
Registration Number:	4436951	SKIN SELF-DEFENSE COMPLEX
Serial Number:	86953012	BROWS THAT WOW BROW MASCARA
Serial Number:	87724254	FAUX TATTOO
Serial Number:	87553358	FILTER FIRST
Serial Number:	87502849	HALO GLOW ILLUMINATING DROPS
Serial Number:	87470201	HALO GLOW LUMINOUS LIQUID FOUNDATION
Serial Number:	87634668	ILLUMISMOOTH
Serial Number:	87403178	NUDE KISSES LIP HUGGING LIP GLOSS

#### CORRESPONDENCE DATA

Fax Number: 4045228409

*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: 404-523-5300

Email: sls@phrd.com

Correspondent Name: Steve Schaaf

Address Line 1: 303 Peachtree Street, Suite 3600

Address Line 2: Parker, Hudson, Rainer & Dobbs LLP

Address Line 4: Atlanta, GEORGIA 30308

ATTORNEY DOCKET NUMBER:	3678.71
NAME OF SUBMITTER:	Harrison J. Roberts
SIGNATURE:	/HJR/
DATE SIGNED:	12/21/2018

#### Total Attachments: 6

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POST-PETITION TRADEMARK SECURITY AGREEMENT, dated as of December 21, 2018 (this "Agreement"), between LAURA GELLER BRANDS, LLC (the "Grantor") and SUNTRUST BANK, as collateral agent (in such capacity, the "Collateral Agent").

Reference is made to (a) the Senior Secured Superpriority Debtor-in-Possession Credit Agreement dated as of December 21, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among GLANSAOL MANAGEMENT LLC, as Parent Borrower (collectively with any Additional Borrowers from time to time party thereto, the "Borrowers"), GLANSAOL HOLDINGS INC., as a Guarantor, the other parties from time to time party thereto and SUNTRUST BANK, as Administrative Agent, Collateral Agent, Swing Line Lender and LC Issuer and (b) the Post-Petition Collateral Agreement dated as of December 21, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement") among the Parent Borrower, the other Grantors from time to time party thereto, Holdings and the Collateral Agent. The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrowers and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under the Trademarks listed on Schedule I attached hereto (the "Trademark Collateral"). This Agreement is not to be construed as an assignment of any trademark or trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a "Statement of Use" and issuance of a "Certificate of Registration" pursuant to Section 1(d) of the Lanham Act or an accepted filing of an "Amendment to Allege Use" whereby such intent-to-use trademark application is converted to a "use in commerce" application pursuant to Section 1(c) of the Lanham Act.

SECTION 3. Termination. Subject to Section 5.13 of the Collateral Agreement, upon the Full Payment of all of the Obligations and all of the Prepetition Obligations, the security interest granted herein shall terminate and the Collateral Agent shall, at Grantor's expense, execute, acknowledge, and deliver to the Grantors all instruments in writing in recordable form to evidence and release the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 4. Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to

this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

LAURA GELLER BRANDS, LLC, as Grantor

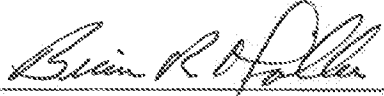
By: Nancy Bernardini  
Name: Nancy Bernardini  
Title: Chief Executive Officer and President

*[Signatures continue on the following page.]*

[Signature Page to Trademark Security Agreement -- Laura Geller Brands (Glansao)]

**TRADEMARK**  
**REEL: 006507 FRAME: 0686**

SUNTRUST BANK, as Collateral Agent

By: 


Name: Brian R. O'Fallon




Title: Director

[Signature Page to Trademark Security Agreement -- Laura Geller Brands (Glansol)]

**TRADEMARK**  
**REEL: 006507 FRAME: 0687**

Schedule I

<u>IP</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Application Number</u>	<u>Application or Registration Date</u>
Trademark	AT LONG LASH	4013809	85/116,090	08/16/2011
Trademark	BAKED LIQUID RADIANCE FOUNDATION	4801152	86/416,399	08/25/2015
Trademark	BALANCE-N-BRIGHTEN	3168706	78/790,061	11/07/2006
Trademark	BARELY THERE	4063291	85/307,019	11/29/2011
Trademark	BLUSH-N-BRIGHTEN	3520530	77/460,397	10/21/2008
Trademark	Design Only (Box/Lips) 	5066039	86/420,387	10/18/2016
Trademark	BRONZE-N-BRIGHTEN	2989610	78/443,508	08/30/2005
Trademark Application	BROWS THAT WOW BROW MASCARA	N/A	86/953,012	03/25/2016
Trademark	CAULK	3061201	78/439,315	02/21/2006
Trademark	CREASE-LESS CONCEALER	5243207	87/181,907	07/11/2017
Trademark	EYE RIMZ	3528801	77/323,224	11/4/2008
Trademark Application	FAUX TATTOO	N/A	87/724,254	12/18/2017
Trademark	FIFTY KISSES LIP LOCKING LIQUID COLOR	5441784	87/400,528	04/10/2018
Trademark	FILTER CORRECTOR COLOR PERFECTING BALM	5402848	87/253,495	02/13/2018
Trademark Application	FILTER FIRST	N/A	87/553,358	08/02/2017
Trademark Application	HALO GLOW ILLUMINATING DROPS	N/A	87/502,849	06/23/2017
Trademark Application	HALO GLOW LUMINOUS LIQUID FOUNDATION	N/A	87/470,201	05/31/2017
Trademark	HAPPIFUL	4827774	86/169,720	10/06/2015
Trademark Application	ILLUMISMOOTH	N/A	87/634,668	10/05/2017
Trademark	LASHBOSS	5370202	87/552,607	01/02/2018
Trademark	LAURA GELLER	3527188	77/436,480	11/04/2008

<u>IP</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Application Number</u>	<u>Application or Registration Date</u>
Trademark	LAURA GELLER (logo) (B&W) 	4787513	86/976,488	08/04/2015
Trademark	LAURA GELLER (logo) (color) 	4787516	86/976,506	08/04/2015
Trademark	LAURA GELLER MAKEUP (w/ red lips) 	3103856	78/658,503	06/13/2006
Trademark	LAURA GELLER NEW YORK	5495610	87/496,891	06/19/2018
Trademark	LINE-N-DEFINE DUAL DIMENSION EYELINER	5449736	87/352,181	04/17/2018
Trademark Application	NUDE KISSES LIP HUGGING LIP GLOSS	N/A	87/403,178	04/07/2017
Trademark	REAL DEAL REMEDY STICK	3942225	85/054,608	04/05/2011
Trademark	SKIN SELF-DEFENSE COMPLEX	4436951	85/375,704	11/19/2013