

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM506502

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Iredale Mineral Cosmetics, Ltd.		01/18/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	500 First Avenue		
Internal Address:	Commercial Loan Service Center/DCC		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 52			
Property Type	Number	Word Mark	
Serial Number:	87958704	JANE IREDALE ZINC SCIENCE	
Serial Number:	87720758	ZINC SCIENCE	
Serial Number:	87948457	GLOW TIME	
Registration Number:	5595378	SKIN HEALTH IS THE ULTIMATE FOUNDATION	
Registration Number:	5525266	SMOOTH AFFAIR	
Registration Number:	5143176	JANE IREDALE LEMONGRASS LOVE HYDRATION S	
Registration Number:	5019130	GREATSHAPE	
Registration Number:	5027906	BEAUTY WITH BRILLIANCE	
Registration Number:	4852331	PLAYON	
Registration Number:	4864043	EARLY MORNING	
Registration Number:	4853554	MAGIC MITT	
Registration Number:	4728824	HANDDRINK	
Registration Number:	4728811	EYE SHERE	
Registration Number:	4646503	JELLY JAR	
Registration Number:	4509265	PUREGLOSS	
Registration Number:	4403393	PUREBROW	
Registration Number:	4396221	PURELASH	
Registration Number:	4396222	PUREMATTE	
TRADEMARK			

OP \$1315.00 87958704

Property Type	Number	Word Mark
Registration Number:	4396223	PUREMOIST
Registration Number:	4400164	TRULY PURE
Registration Number:	4633029	REFILL-ME
Registration Number:	4395802	LIPDRINK
Registration Number:	4280556	TINT TODAY. TAN TOMORROW.
Registration Number:	4280350	SMOOTH AFFAIR
Registration Number:	4230708	ISPEEDMATCH
Registration Number:	4234671	GLOW TIME
Registration Number:	4081078	JUST KISSED
Registration Number:	3905706	EYE STEPPES
Registration Number:	3951943	TANTASIA
Registration Number:	3951908	MYSTIKOL
Registration Number:	3857902	LIP FIXATION
Registration Number:	3857903	BEYOND MATTE
Registration Number:	4113407	SO-BRONZE
Registration Number:	3732364	DOT THE I
Registration Number:	3609666	ZAP&HIDE
Registration Number:	3644271	JUST KISSED
Registration Number:	3551285	POWDER-ME SPF
Registration Number:	3511008	JANE IREDALE
Registration Number:	3499741	IN TOUCH
Registration Number:	3502442	DREAM TINT
Registration Number:	3795948	MINERALS ON MINERALS
Registration Number:	3514240	OUR MINERALS ROCK
Registration Number:	3295369	ACTIVE LIGHT
Registration Number:	3126390	H/E
Registration Number:	3001635	I
Registration Number:	3004196	JANE IREDALE THE SKIN CARE MAKEUP
Registration Number:	3036823	ABSENCE
Registration Number:	2883387	LIQUID MINERALS
Registration Number:	2603351	CIRCLE\DELETE
Registration Number:	2325893	AMAZING BASE
Registration Number:	2242708	JANE IREDALE
Registration Number:	2237819	PUREPRESSED

CORRESPONDENCE DATA

Fax Number: 2158325619

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.

TRADEMARK

REEL: 006529 FRAME: 0557

Phone: 2155695619
Email: pecsenye@blankrome.com
Correspondent Name: Timothy D. Pecsénye
Address Line 1: One Logan Square
Address Line 2: 8th Floor
Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER: 074658-18099

NAME OF SUBMITTER: Timothy D. Pecsénye

SIGNATURE: /Timothy D. Pecsénye/

DATE SIGNED: 01/18/2019

Total Attachments: 13

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of this 18th day of January, 2019, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the below defined Lenders (together with its successors and assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Security Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement") among IC Acquisition Corporation, a Delaware corporation ("Holdings"), each other Person from time to time joined as a party thereto as a Guarantor and all of their respective permitted successors and assigns, Iredale Mineral Cosmetics, Ltd., a Delaware corporation ("Iredale", together with each other Person from time to time joined as a party thereto as a Borrower and all of their respective permitted successors and assigns, collectively, the "Borrowers"), Steel City Capital Funding, a Division of PNC Bank, National Association, the other financial institutions which are now or which hereafter become a party thereto (collectively, the "Lenders") and Agent, the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof.

WHEREAS, pursuant to the Credit Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Secured Parties, this Trademark Security Agreement.

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Secured Parties, a continuing security interest in and first priority Lien in all of such Grantor's Collateral, including all right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of such Grantor's trademarks, trademark applications, service marks, service mark applications, design right, trade names, domain name, mask works and associated goodwill (collectively, "Trademarks"), and any license to which such Grantor is a party for any of the foregoing (each such license, a "License"), including those referred to on Schedule I hereto;

(b) the right to use any of the foregoing;

(c) all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of and improvements on the foregoing; and

(d) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any License.

3. **SECURITY FOR OBLIGATIONS.** This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. **CREDIT AGREEMENT.** The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Secured Parties, pursuant to the Credit Agreement. Each Grantor hereby acknowledges and affirms 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 Credit Agreement, the terms and provisions of which are incorporated by reference herein *mutatis mutandis* as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Credit Agreement, the terms of the Credit Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT.** If any Grantor shall create or obtain rights to any new Trademark Collateral, this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new Trademark Collateral. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Agent (but Agent shall be under no obligation) to modify this Trademark Security Agreement by amending Schedule I to include any such new Trademark Collateral of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. **CONSTRUCTION.** Unless the context of this Trademark Security Agreement or any Other Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any Other Document refer to this Trademark Security Agreement or such Other Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such Other Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any Other Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements,

substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any Other Document to the satisfaction or repayment in full of the Obligations shall mean the indefeasible repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

7. GOVERNING LAW. This Trademark Security Agreement and all matters relating hereto or arising herefrom (whether arising under contract law, tort law or otherwise) shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be governed by and construed in accordance with the laws of the State of New York, without regard to any conflict of laws principles which would have the effect of applying the laws of any other jurisdiction.

8. OTHER DOCUMENT. This Trademark Security Agreement is an Other Document for all purposes under the Credit Agreement.

9. COUNTERPARTS; FACSIMILE SIGNATURES. This Trademark Security Agreement may be executed in any number of and by different parties hereto on separate counterparts, all of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. In proving this Trademark Security Agreement or any Other Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signature delivered by a party by facsimile or electronic transmission (including email transmission of a PDF image) shall be deemed to be an original signature hereto.

10. INCORPORATION. The provisions of Article XII (Waivers and Judicial Proceedings), Section 16.5 (Indemnity), Section 16.6 (Notice), Section 16.8 (Severability), Section 16.9 (Expenses), Section 16.11 (Consequential Damages), Section 16.12 (Captions) and Section 16.14 (Construction) of the Credit Agreement are incorporated herein by reference *mutatis mutandis* with the same force and effect as if expressly written herein.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

IREDALE MINERAL COSMETICS, LTD.,
a Delaware corporation

By: 

Name: Scott Potter

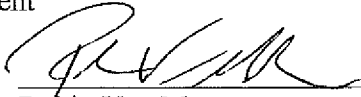
Title: President

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 006529 FRAME: 0562

**ACCEPTED AND
ACKNOWLEDGED BY:**

**PNC BANK, NATIONAL ASSOCIATION,
as Agent**

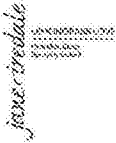
By: 
Name: Robin Van Meter
Title: Vice President

Signature Page to Trademark Security Agreement

**TRADEMARK
REEL: 006529 FRAME: 0563**

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT


Trademarks:

Grantor	Trademark Title	Serial No.	Date of App.	Reg. No.	Date of Reg.
Iredale Mineral Cosmetics, Ltd.	JANE IREDALE ZINC SCIENCE	87958704	06/12/18	N/A	N/A
Iredale Mineral Cosmetics, Ltd.	ZINC SCIENCE			87720758	12/14/2017
Iredale Mineral Cosmetics, Ltd.	GLOW TIME	87948457	06/05/18	N/A	N/A
Iredale Mineral Cosmetics, Ltd.	SKIN HEALTH IS THE ULTIMATE FOUNDATION	87846857	03/23/18	5595378	10/30/18
Iredale Mineral Cosmetics, Ltd.	SMOOTH AFFAIR	86896480	02/03/16	5525266	07/24/18
Iredale Mineral Cosmetics, Ltd.		86887738	01/27/16	5143176	02/14/17
Iredale Mineral Cosmetics, Ltd.	GREATSHAPE	86719998	08/10/15	5019130	08/09/16
Iredale Mineral Cosmetics, Ltd.	BEAUTY WITH BRILLIANCE	86535724	02/16/15	5027906	08/23/16
Iredale Mineral Cosmetics,	PLAYON	86386955	09/05/14	4852331	11/10/15

Grantor	Trademark Title	Serial No.	Date of App.	Reg. No.	Date of Reg.
Ltd.					
Iredale Mineral Cosmetics, Ltd.	EARLY MORNING	86329330	07/07/14	4864043	12/01/15
Iredale Mineral Cosmetics, Ltd.	MAGIC MITT	86193973	02/14/14	4853554	11/17/15
Iredale Mineral Cosmetics, Ltd.	HANDDRINK	86182358	02/03/14	4728824	04/28/15
Iredale Mineral Cosmetics, Ltd.	EYE SHERE	86179681	01/30/14	4728811	04/28/15
Iredale Mineral Cosmetics, Ltd.	JELLY JAR	86109723	11/04/13	4646503	11/25/14
Iredale Mineral Cosmetics, Ltd.	PUREGLOSS	85854525	02/20/13	4509265	04/08/14
Iredale Mineral Cosmetics, Ltd.	PUREBROW	85854530	02/20/13	4403393	09/17/13
Iredale Mineral Cosmetics, Ltd.	PURELASH	85854537	02/20/13	4396221	09/03/13
Iredale Mineral Cosmetics, Ltd.	PUREMATTE	85854540	02/20/13	4396222	09/03/13
Iredale Mineral Cosmetics, Ltd.	PUREMOIST	85854545	02/20/13	4396223	09/03/13
Iredale	TRULY PURE	85854550	02/20/13	4400164	09/10/13

Grantor	Trademark Title	Serial No.	Date of App.	Reg. No.	Date of Reg.
Mineral Cosmetics, Ltd.					
Iredale Mineral Cosmetics, Ltd.	REFILL-ME	85834747	01/29/13	4633029	11/04/14
Iredale Mineral Cosmetics, Ltd.	LIPDRINK	85831593	01/24/13	4395802	09/03/13
Iredale Mineral Cosmetics, Ltd.	TINT TODAY. TAN TOMORROW.	85452249	10/20/11	4280556	01/22/13
Iredale Mineral Cosmetics, Ltd.	SMOOTH AFFAIR	85316917	05/10/11	4280350	01/22/13
Iredale Mineral Cosmetics, Ltd.	ISPEEDMATCH	85261729	03/09/11	4230708	10/23/12
Iredale Mineral Cosmetics, Ltd.	GLOW TIME	85258020	03/04/11	4234671	10/30/12
Iredale Mineral Cosmetics, Ltd.	JUST KISSED	85144929	10/05/10	4081078	01/03/12
Iredale Mineral Cosmetics, Ltd.	EYE STEPPES	77963090	03/19/10	3905706	01/11/11
Iredale Mineral Cosmetics, Ltd.	TANTASIA	77915040	01/19/10	3951943	04/26/11
Iredale Mineral Cosmetics, Ltd.	MYSTIKOL	77904883	01/05/10	3951908	04/26/11

Grantor	Trademark Title	Serial No.	Date of App.	Reg. No.	Date of Reg.
Iredale Mineral Cosmetics, Ltd.	LIP FIXATION	77768474	06/25/09	3857902	10/05/10
Iredale Mineral Cosmetics, Ltd.	BEYOND MATTE	77768479	06/25/09	3857903	10/05/10
Iredale Mineral Cosmetics, Ltd.	SO-BRONZE	77662872	02/04/09	4113407	03/20/12
Iredale Mineral Cosmetics, Ltd.	DOT THE I	77559182	08/29/08	3732364	12/29/09
Iredale Mineral Cosmetics, Ltd.	ZAP&HIDE	77331514	11/16/07	3609666	04/21/09
Iredale Mineral Cosmetics, Ltd.	JUST KISSED	77291754	09/28/07	3644271	06/23/09
Iredale Mineral Cosmetics, Ltd.	POWDER-ME SPF	77291089	09/28/07	3551285	12/23/08
Iredale Mineral Cosmetics, Ltd.	JANE IREDALE	77277983	09/12/07	3511008	10/07/08
Iredale Mineral Cosmetics, Ltd.	IN TOUCH	77173969	05/07/07	3499741	09/09/08
Iredale Mineral Cosmetics, Ltd.	DREAM TINT	77159787	04/18/07	3502442	09/16/08
Iredale Mineral Cosmetics,	MINERALS ON MINERALS	77038166	11/07/06	3795948	06/01/10

Grantor	Trademark Title	Serial No.	Date of App.	Reg. No.	Date of Reg.
Ltd.					
Iredale Mineral Cosmetics, Ltd.	OUR MINERALS ROCK	78859996	04/12/06	3514240	10/07/08
Iredale Mineral Cosmetics, Ltd.	ACTIVE LIGHT	78770437	12/09/05	3295369	09/18/07
Iredale Mineral Cosmetics, Ltd.	HVE	78688696	08/09/05	3126390	08/08/06
Iredale Mineral Cosmetics, Ltd.		78463122	08/06/04	3001635	09/27/05
Iredale Mineral Cosmetics, Ltd.	JANE IREDALE THE SKIN CARE MAKEUP	78460857	08/03/04	3004196	10/04/05
Iredale Mineral Cosmetics, Ltd.	ABSENCE	78449684	07/13/04	3036823	12/27/05
Iredale Mineral Cosmetics, Ltd.	LIQUID MINERALS	76549529	10/06/03	2883387	09/07/04
Iredale Mineral Cosmetics, Ltd.	CIRCLEDELETE	75787361	08/30/99	2603351	08/06/02
Iredale Mineral Cosmetics, Ltd.	AMAZING BASE	75605276	12/14/98	2325893	03/07/00
Iredale Mineral Cosmetics, Ltd.	JANE IREDALE	75430859	02/09/98	2242708	05/04/99
Iredale	PUREPRESSED	75390882	11/17/97	2237819	04/06/99

Grantor	Trademark Title	Serial No.	Date of App.	Reg. No.	Date of Reg.
Mineral Cosmetics, Ltd.					

Licenses:

Licensor	Licensee	Agreement	Date of Agreement
iiaa Limited	Iredale Mineral Cosmetics, Ltd.	Iredale is licensed to use the marks Feed Fortify Finish, Skin Accumax, Advanced Nutrition Programme & Device, Nail Science and iiaa International Institute for Anti-Ageing under the Distribution Agreement dated as of January 1, 2018, between iiaa limited and Iredale Mineral Cosmetics, Ltd.	01/01/18
Iredale Mineral Cosmetics, Ltd.	Margi Fox Distributors Pty. Ltd.	Non-exclusive trademark license	12/31/16
Iredale Mineral Cosmetics, Ltd.	Dr. Wolff, Medicosmetics GmbH	Non-exclusive trademark license	01/01/16
Iredale Mineral Cosmetics, Ltd.	J.I.M. Cosmetics CVBA (Belgium, Luxembourg, and the Netherlands)	Non-exclusive trademark license	01/01/16
Iredale Mineral Cosmetics, Ltd.	"Made for Makeup" Ltd.	Non-exclusive trademark license	01/01/18
Iredale Mineral Cosmetics, Ltd.	Stogryn Sales, Ltd.	Non-exclusive trademark license	01/01/18
Iredale Mineral Cosmetics, Ltd.	Dermal Distributions Ltd.	Non-exclusive trademark license	04/01/18
Iredale Mineral Cosmetics, Ltd.	Dispomed Promet d.o.o.	Non-exclusive trademark license	01/01/17
Iredale Mineral Cosmetics, Ltd.	Skin Devotion Ltd.	Non-exclusive trademark license	01/01/18
Iredale Mineral Cosmetics, Ltd.	Faerch a/s	Non-exclusive trademark license	01/01/18
Iredale Mineral Cosmetics, Ltd.	J.I.M. Cosmetics CVBA (France)	Non-exclusive trademark license	01/01/16
Iredale Mineral	Estelina Estonia OÜ	Non-exclusive trademark license	12/04/17

Licensor	Licensee	Agreement	Date of Agreement
Cosmetics, Ltd.			
Iredale Mineral Cosmetics, Ltd.	Care Concept GmbH	Non-exclusive trademark license	01/01/16
Iredale Mineral Cosmetics, Ltd.	Chrysallis Proderma IKE/PC	Non-exclusive trademark license	01/01/18
Iredale Mineral Cosmetics, Ltd.	Suministros de Guatemala S.A.	Non-exclusive trademark license	01/01/18
Iredale Mineral Cosmetics, Ltd.	STP Mineral Therapy Limited	Non-exclusive trademark license	12/31/17
Iredale Mineral Cosmetics, Ltd.	Intertrade Europe, Srl	Non-exclusive trademark license	01/01/15
Iredale Mineral Cosmetics, Ltd.	Medical Research International, Inc.	Non-exclusive trademark license	01/01/18
Iredale Mineral Cosmetics, Ltd.	Skin Concept SA de CV	Non-exclusive trademark license	01/01/17
Iredale Mineral Cosmetics, Ltd.	Professional Skin & Beauty Ltd.	Non-exclusive trademark license	12/31/14
Iredale Mineral Cosmetics, Ltd.	Skintific AS	Non-exclusive trademark license	01/01/16
Iredale Mineral Cosmetics, Ltd.	Comercializadora Guru, S.A.	Non-exclusive trademark license	01/01/18
Iredale Mineral Cosmetics, Ltd.	Rustan Commerical Corporation	Non-exclusive trademark license	01/01/18
Iredale Mineral Cosmetics, Ltd.	Protea Anti Aging Spzoo	Non-exclusive trademark license	01/01/17
Iredale Mineral Cosmetics, Ltd.	Actual, Ltd.	Non-exclusive trademark license	01/01/18
Iredale Mineral Cosmetics, Ltd.	Laurore Co. Ltd.	Non-exclusive trademark license	05/01/18
Iredale Mineral Cosmetics, Ltd.	Beauty Resources	Non-exclusive trademark license	01/01/15
Iredale Mineral Cosmetics, Ltd.	Dermale D.O.O.	Non-exclusive trademark license	01/01/18
Iredale Mineral Cosmetics, Ltd.	Skin Concept AB	Non-exclusive trademark license	01/01/17
Iredale Mineral Cosmetics, Ltd.	Gourmet Navigator AG	Non-exclusive trademark license	01/01/18
Iredale Mineral	De Future Co., Ltd.	Non-exclusive trademark license	01/01/18

Licensor	Licensee	Agreement	Date of Agreement
Cosmetics, Ltd.	a/k/a MeCare Cosmetics		
Iredale Mineral Cosmetics, Ltd.	NBE Pharma İlac Kozmetik Sağlık Hizmetleri Sanayi Dış Ticaret A.Ş.	Non-exclusive trademark license	07/20/16
Iredale Mineral Cosmetics, Ltd.	Health Care Trading Co. (L.L.C.)	Non-exclusive trademark license	01/01/16
Iredale Mineral Cosmetics, Ltd.	iiaa Limited	Non-exclusive trademark license	01/01/18

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