

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM500667

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cosmetic Essence, LLC		11/13/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A.		
Street Address:	135 S. LaSalle Street		
Internal Address:	9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2690649	COSMETIC ESSENCE	
Registration Number:	2692969	CEI	
CORRESPONDENCE DATA			
Fax Number:	2127352000		
<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>			
Phone:	212-735-2811		
Email:	mribando@skadden.com		
Correspondent Name:	Skadden, Arps, Slate, Meagher & Flom LLP		
Address Line 1:	Four Times Square		
Address Line 2:	Monique L. Ribando		
Address Line 4:	NEW YORK, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	401180/565		
NAME OF SUBMITTER:	Amy Lehrburger		
SIGNATURE:	/Amy Lehrburger/		
DATE SIGNED:	12/04/2018		
Total Attachments: 5			
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Grant of Security Interest in Trademark Rights

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of November 13, 2018, is made by COSMETIC ESSENCE, LLC, a Delaware limited liability company ("Grantor") in favor of BANK OF AMERICA, N.A., in its capacity as agent (together with its successors and assigns, in such capacity, the "Agent") for the benefit of the Secured Parties from time to time party to that certain Loan and Guaranty Agreement, dated as of November 13, 2017 (as may be amended, amended and restated, joined, supplemented or otherwise modified from time to time, the "Credit Agreement"), among VEE PAK, LLC, a Delaware limited liability company, VEE PAK OHIO, LLC, a Delaware limited liability company, the other borrowers and guarantors party thereto, the financial institutions party to that agreement from time to time as Lenders (as defined therein), and the Agent.

WITNESSETH:

WHEREAS, the Grantor became a party to the Credit Agreement and the Security Agreement (as defined below);

WHEREAS, pursuant to the Credit Agreement, the Lenders have agreed to make Loans and provide other financial accommodations to the Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor has become a party to a Security and Pledge Agreement, dated as of March 9, 2017 (as may be amended, amended and restated, joined, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Agent for the benefit of the Secured Parties;

WHEREAS, pursuant to the Security Agreement, the Grantor has pledged and granted to the Agent for the benefit of the Secured Parties, a continuing security interest in all Intellectual Property, including the Trademarks and Trademark Licenses; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to induce the Lenders to make Loans and provide other financial accommodations to the Grantor pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Agent and the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Security Agreement or Credit Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Agent, on behalf and for the benefit of the Secured Parties, and to secure the prompt and complete payment and performance of all of Grantor's Obligations, a security interest in all of their right, title and interest in, to and under the Grantor's Trademarks (including, without limitation, those items listed on Schedule A hereto).

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Agent for the benefit of the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Agent and the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent and the Lenders with respect to the security interest in the Trademarks and Trademark Licenses granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including, without limitation, the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the liens and security interests granted to the Agent pursuant to this Agreement in any Collateral and the exercise of any right or remedy by the Agent with respect to any Collateral hereunder are subject to the provisions of the Intercreditor Agreement, dated as of the date hereof (the "Intercreditor Agreement"), by and among Bank of America, N.A. ("Bank of America"), as ABL Agent (as defined therein), TCW Asset Management Company LLC, as Term Agent (as defined therein), and certain other Persons party or that may become party thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

SECTION 6. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. Delivery of an executed signature page to this Agreement by facsimile transmission or by email as a ".pdf" or ".tif" attachment shall be as effective as delivery of a manually signed counterpart of this Agreement.

SECTION 7. Choice of Law, Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.


Cosmetic Essence, LLC,
a Delaware limited liability company

By: 
Name: Peter G. Martin
Title: Chief Executive Officer

[Signature Page to Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 006541 FRAME: 0410

BANK OF AMERICA, N.A.,
as Agent

By: 
Name: DONALD A MASTRO
Title: SVP

SCHEDULE A

U.S. Trademark Registrations and Applications

	Mark	Registration No.	Registration Date
1.	Cosmetic Essence	2690649	February 25, 2003
2.	CEI	2692969	March 4, 2003