

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM511317

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RoC Opco LLC		02/25/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Bain Capital Credit, LP, as Agent		
Street Address:	200 Clarendon St., Floor 36		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	5271946	METHODS, NOT MIRACLES	
Registration Number:	3796434	MULTI CORREXION	
Registration Number:	3407724	ROC	
Registration Number:	4405526		
Registration Number:	4445986		
Registration Number:	2526440	ROC	
Registration Number:	1015041	ROC	
Registration Number:	1794589	ROC	
Registration Number:	4594615	HIGH PERFORMANCE SKINCARE	
Registration Number:	3059434	RETINOL CORREXION	
Registration Number:	4713131	ROC ACADEMY	
Registration Number:	4709416	ROC SMOOTH PERFEXION	
Registration Number:	3221195	WE KEEP OUR PROMISES	
Serial Number:	87643069	FOR YOUR AGE	
Serial Number:	87258660	RETINOL-MD	
Serial Number:	87774048	THINK TWICE	
CORRESPONDENCE DATA			
Fax Number:	6175269899		

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TRADEMARK

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: 6175269628
Email: cslattery@proskauer.com
Correspondent Name: Christine Slattery
Address Line 1: Proskauer Rose LLP
Address Line 2: One International Place, 23rd Floor
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	66478 / 189
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NAME OF SUBMITTER:	Christine Slattery
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SIGNATURE:	/Christine Slattery/
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DATE SIGNED:	02/25/2019
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Total Attachments: 6

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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 February 25, 2019, is made by RoC Opco LLC (“**Grantor**”) in favor of Bain Capital Credit, LP, 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.

1. WITNESSETH:

WHEREAS, pursuant to that certain First Lien Credit Agreement, dated as of February 25, 2019 (as the same may be amended, restated, amended and restated, modified, and/or supplemented from time to time, the “**Credit Agreement**”), by and among RoC Holdco LLC, a Delaware limited liability company (“**Holdings**”), RoC Opco 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 First 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, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers 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.

2. 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**”):

(a) 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;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) 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.

3. 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.

4. 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.

5. 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.

6. 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 Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

RoC OPCO LLC,
a Delaware limited liability company,
as Grantor

By: 

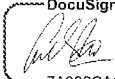
Name: John Derus

Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

ACCEPTED AND AGREED
as of the date first above written:

BAIN CAPITAL CREDIT, LP,
as Agent

By:  DocuSigned by:
Name: Andrew S. Viens
Title: Managing Director

[Signature Page to Trademark Security Agreement]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

<u>Trademark</u>	<u>Country</u>	<u>Filing-Date</u>	<u>Filing Number</u>	<u>Registration Date</u>	<u>Registration Number</u>	<u>Owner</u>
METHODS, NOT MIRACLES	USA	04-Dec-2015	86/839156	22-Aug-2017	5271946	RoC Opco LLC
MULTI CORREXION	USA	14-Jul-2008	77/521380	01-Jun-2010	3796434	RoC Opco LLC
ROC	USA	16-Jan-2007	76/671444	08-Apr-2008	3407724	RoC Opco LLC
ROC CAP DESIGN (BLACK & WHITE)	USA	22-May-2012	85/631341	24-Sep-2013	4405526	RoC Opco LLC
ROC CAP DESIGN (GOLD)	USA	22-May-2012	85/631340	10-Dec-2013	4445986	RoC Opco LLC
ROC LOGO (V3) & LABEL	USA	09-Dec-1998	75/602423	08-Jan-2002	2526440	RoC Opco LLC
ROC LOGO (VERSION 3)	USA	21-Mar-1974	73/016590	08-Jul-1975	1015041	RoC Opco LLC
ROC LOGO (VERSION 3)	USA	01-Oct-1991	74/208672	28-Sep-1993	1794589	RoC Opco LLC
HIGH PERFORMA NCE SKINCARE	USA	21-Jun-2013	85/966426	26-Aug-2014	4594615	RoC Opco LLC
RETINOL CORREXION	USA	31-Jul-2003	78/281279	14-Feb-2006	3059434	RoC Opco LLC
ROC ACADEMY	USA	04-Jun-2013	85/950081	31-Mar-2015	4713131	RoC Opco LLC
ROC SMOOTH PERFEXION	USA	11-Feb-2014	86/190363	24-Mar-2015	4709416	RoC Opco LLC
WE KEEP OUR PROMISES	USA	28-Jun-2006	76/662261	27-Mar-2007	3221195	RoC Opco LLC

2. TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Country</u>	<u>Filing-Date</u>	<u>Filing Number</u>	<u>Owner</u>
FOR YOUR AGE	USA	12-Oct-2017	87/643069	RoC Opco LLC
RETINOL-MD	USA	06-Dec-2016	87/258660	RoC Opco LLC
THINK TWICE	USA	29-Jan-2018	87/774048	RoC Opco LLC