

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM536949

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KeyBank National Association		08/16/2019	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Morphe, LLC		
Street Address:	22 2nd Street		
Internal Address:	Floor 4		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94103		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4967948	MORPHE	
Registration Number:	4424302	MORPHE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	skirschenheiter@paulweiss.com, lfranco@paulweiss.com		
Correspondent Name:	Sarah Kirschenheiter		
Address Line 1:	Paul Weiss Rifkind Wharton & Garrison LLP		
Address Line 2:	1285 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10019-6064		
ATTORNEY DOCKET NUMBER:	11526-656		
NAME OF SUBMITTER:	Sarah Kirschenheiter		
SIGNATURE:	/Sarah Kirschenheiter/		
DATE SIGNED:	08/16/2019		
Total Attachments: 3			
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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of August 16, 2019 (“Release”), is made by KeyBank National Association, as Collateral Agent (“Collateral Agent”) in favor of Morphe, LLC, a Delaware limited liability company (“Grantor”).

WHEREAS, pursuant to that certain Security Agreement dated as of February 10, 2017 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the “Security Agreement”) by and among the Grantor, Collateral Agent, and others party thereto, and the Trademark Security Agreement dated as of February 10, 2017 by and among the Grantor and Collateral Agent (“Trademark Security Agreement”), Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of Grantor’s right, title or interest in or to any and all of the Owned Trademarks included in the Collateral (the “Trademark Collateral”), including those listed on Schedule A hereto, and all proceeds of, and all causes of action arising prior to or after the date thereof for infringement of or unfair competition with respect to, any of the Trademark Collateral and all goodwill associated with such Trademark Collateral, then owned or at any time thereafter acquired by the Grantor or in which the Grantor then had or at any time thereafter may have acquired any right, title or interest; and

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office (“USPTO”) on February 10, 2017 at Reel 5986 Frame 0490.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Collateral Agent, on behalf of the Secured Parties, and Grantor agree as follows:

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or Trademark Security Agreement.

SECTION 2. Termination and Release. Collateral Agent, on behalf of the Secured Parties, without representation, warranty, or recourse, hereby:

(a) terminates, cancels, discharges, and releases the Security Interest in all of Grantor’s right, title and interest in or to the Trademark Collateral, including those listed on Schedule A hereto, and all proceeds of, and all causes of action arising prior to or after the date hereof for infringement of or unfair competition with respect to, any of the Trademark Collateral and all goodwill associated with such Trademark Collateral, granted pursuant to the Security Agreement or Trademark Security Agreement; and

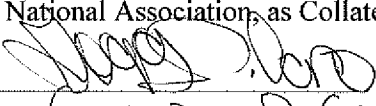
(b) authorizes Grantor or Grantor’s authorized representative to record or file this Release with the USPTO or any other applicable governmental office or agency, at Grantor’s expense.

SECTION 3. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the Collateral Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Collateral Agent:

KeyBank National Association, as Collateral Agent

By: 
Name: Gregory D. Cas
Title: SVP

Schedule A

**Morphe, LLC
(Delaware Limited Liability Company)**

**U.S. Trademarks Subject to Security Interest
Granted by Morphe, LLC
In Favor of KeyBank National Association, as Collateral Agent
Recorded February 10, 2017 at Reel 5986 Frame 0490**

Trademark Registrations

Mark	Reg. No.	Reg. Date
MORPHE	4967948	05/31/16
MORPHE	4424302	10/29/13