

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM545972

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cosmetic Solutions LLC		10/17/2019	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	Twin Brook Capital Partners, LLC		
Street Address:	111 S. Wacker Dr., 36th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5174268	PROFESSIONAL SOLUTIONS	
Registration Number:	3110881	EXFOLÉ	
Serial Number:	88413837	UNBRANDED BEAUTY	
Serial Number:	88413877	CB DERMEDICAL	
Serial Number:	88154594	MR	
Serial Number:	87330059	DERMEDICINE	
CORRESPONDENCE DATA			
Fax Number:	4155911400		
<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:	4155911000		
Email:	achan@winston.com		
Correspondent Name:	Becky L. Troutman, Esq.		
Address Line 1:	101 California St.		
Address Line 2:	Winston & Strawn LLP		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	015250.00025		
NAME OF SUBMITTER:	Becky L. Troutman		
SIGNATURE:	/Becky L. Troutman/		

CH \$165.00 5174268

DATE SIGNED:	10/21/2019
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Total Attachments: 4

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement"), dated as of October 17, 2019, is made by Cosmetic Solutions LLC ("Grantor"), in favor of TWIN BROOK CAPITAL PARTNERS, LLC, as Agent for the ratable benefit of the Lenders (in such capacity, together with its successors and assigns in such capacity, "Agent").

Grantor has executed and delivered a Guaranty and Collateral Agreement, dated as of the date hereof, with and in favor of Agent for the ratable benefit of the Lenders (as amended, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement"). Grantor has pledged and granted to Agent a continuing security interest in all Intellectual Property, including the Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor agrees, for the benefit of Agent, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement have the meanings provided or provided by reference in the Guaranty and Collateral Agreement or Credit Agreement referred to therein.

2. Grant of Security Interest. 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 pledges and grants to Agent a continuing security interest in, all of the Grantor's right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all Trademark Licenses, 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. Purpose. This Agreement has been executed and delivered by 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 Agent in connection with the Guaranty and Collateral Agreement and is expressly subject to the terms and conditions thereof (which are incorporated by reference herein as if fully set forth herein). The Guaranty and Collateral Agreement (and all rights and remedies of Agent thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guaranty and Collateral Agreement, the terms and provisions of which (including 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 Guaranty and Collateral Agreement, the terms of the Guaranty and Collateral Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together constitute one and the same original.

6. This Agreement shall be subject to the terms and conditions of the Guaranty and Collateral Agreement.

7. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE.

[signature pages follow]

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 day and year first above written.

COSMETIC SOLUTIONS LLC, as Grantor



By: _____
Name: Warren Becker
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006775 FRAME: 0670

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

REGISTERED TRADEMARKS

<u>Grantor</u>	<u>Trademark Title</u>	<u>Trademark Application Number</u>	<u>Trademark Registration Number</u>	<u>Trademark Application Date</u>	<u>Trademark Registration Date</u>
Cosmetic Solutions LLC	PROFESSIONAL SOLUTIONS	86869591	5174268	01/08/2016	04/04/2017
Cosmetic Solutions LLC	EXFOLÉ	76603027	3110881	07/20/2004	07/04/2006

TRADEMARK APPLICATIONS

<u>Grantor</u>	<u>Trademark Title</u>	<u>Trademark Application Number</u>	<u>Trademark Registration Number</u>	<u>Trademark Application Date</u>	<u>Trademark Registration Date</u>
Cosmetic Solutions LLC	UNBRANDED BEAUTY	88413837	N/A	05/03/2019	N/A
Cosmetic Solutions LLC	CB DERMEDICAL	88413877	N/A	05/03/2019	N/A
Cosmetic Solutions LLC	MR	88154594	N/A	10/15/2018	N/A
Cosmetic Solutions LLC	DERMEDICINE	87330059	N/A	02/09/2017	N/A