

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM542002

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Evolus, Inc.		03/15/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Oxford Finance LLC		
Street Address:	133 North Fairfax Street		
City:	Alexandria		
State/Country:	VIRGINIA		
Postal Code:	22314		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	88205471	EE	
Serial Number:	88085395	EVOLUS	
Serial Number:	88205477	EVOLUS	
Serial Number:	87464767	JEUVEAU	
Serial Number:	87464805	NUCEIVA	
CORRESPONDENCE DATA			
Fax Number:	3102843894		
<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:	4242393744		
Email:	susan.yates@btlaw.com		
Correspondent Name:	Susan Yates		
Address Line 1:	2029 Century Park E Ste 300		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
NAME OF SUBMITTER:	Susan Yates		
SIGNATURE:	/Susan Yates/		
DATE SIGNED:	09/23/2019		
Total Attachments: 7			
source=B 3 Oxford - Evolus - IP Security Agreement (3.2019)(14179856.1)#page1.tif			

OP \$140.00 88205471

source=B 3 Oxford - Evolus - IP Security Agreement (3.2019)(14179856.1)#page2.tif
source=B 3 Oxford - Evolus - IP Security Agreement (3.2019)(14179856.1)#page3.tif
source=B 3 Oxford - Evolus - IP Security Agreement (3.2019)(14179856.1)#page4.tif
source=B 3 Oxford - Evolus - IP Security Agreement (3.2019)(14179856.1)#page5.tif
source=B 3 Oxford - Evolus - IP Security Agreement (3.2019)(14179856.1)#page6.tif
source=B 3 Oxford - Evolus - IP Security Agreement (3.2019)(14179856.1)#page7.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the Effective Date by and between OXFORD FINANCE LLC, as collateral agent for the Lenders (the "Lenders") described in the Loan Agreement (in such capacity, the "Collateral Agent") and EVOLUS, INC., a Delaware corporation ("Grantor").

RECITALS

A. Lenders have agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Collateral Agent, the Lenders and Grantor dated the Effective Date (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). The Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Collateral Agent, for the benefit of the Lenders, a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Collateral Agent, for the benefit of the Lenders, a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral (including Intellectual Property as specified under the Loan Agreement).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Collateral Agent, for the benefit of the Lenders, a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Collateral Agent, for the benefit of the Lenders, under the Loan Agreement. The rights and remedies of Collateral Agent with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Collateral Agent, for the benefit of the Lenders, as a matter of law or equity. Each right, power and remedy of Collateral Agent provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Collateral Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies.

[Balance of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

EVOLUS, INC.

520 Newport Center Drive
Suite 1200
Newport Beach, CA 92660
Attn: Lauren Silvernail, CFO

By: 

Name: David Moatazedi
Title: President and Chief Executive Officer

COLLATERAL AGENT:

Address of Lender:

OXFORD FINANCE LLC

133 North Fairfax Street
Alexandria, Virginia 22314
Attn: Legal Department

By: _____

Name:
Title:

[Signature Page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

EVOLUS, INC.

520 Newport Center Drive
Suite 1200
Newport Beach, CA 92660
Attn: Lauren Silvermail, CFO

By: _____

Title: _____

COLLATERAL AGENT:

Address of Lender:

OXFORD FINANCE LLC

133 North Fairfax Street
Alexandria, Virginia 22314
Attn: Legal Department

By:  Colette H. Featherly

Title: Senior Vice President

{Signature Page to Intellectual Property Security Agreement}

DMS 14051857.1

EXHIBIT B

Patents

N/A

EXHIBIT A

Copyrights

N/A

EXHIBIT C

Trademarks

<u>Company</u>	<u>Trademark</u>	<u>Registration No. / Application No.</u>	<u>Registration Date / Filing Date</u>
Evolus, Inc.	JEUVEAU	1382166	12/6/2018
Evolus, Inc.	NUCEIVA	1382250	12/26/2018
Evolus, Inc.	EVOLUS	1262228	5/30/2018
Evolus, Inc.	JEUVEAU	1382166	7/27/2018
Evolus, Inc.	NUCEIVA	1382250	7/25/2018
Evolus, Inc.	JEUVEAU	1382166	11/22/2017
Evolus, Inc.	NUCEIVA	1382250	11/22/2017
Evolus, Inc.	JEUVEAU	1382166	8/7/2018
Evolus, Inc.	NUCEIVA	1382250	8/7/2018
Alphaeon Corporation	EVOLUS	909710481	11/28/2017
Evolus, Inc.	EVOLUS	1916203	8/22/2018
Evolus, Inc.	JEUVEAU	1869579	11/23/2017
Evolus, Inc.	NUCEIVA	1869580	11/23/2017
Evolus, Inc.	EVOLUS	1262228	7/20/2015
Evolus, Inc.	EVOLUS	1262228	7/20/2015
Evolus, Inc.	JEUVEAU	1382166	6/5/2018
Evolus, Inc.	NUCEIVA	1382250	6/5/2018
Evolus, Inc.	EVOLUS	1262228	7/20/2015
Evolus, Inc.	EVOLUS	1262228	9/23/2016
Evolus, Inc.	JEUVEAU	1382166	8/2/2018
Evolus, Inc.	NUCEIVA	1382250	8/2/2018
Evolus, Inc.	JEUVEAU	1382166	7/12/2018
Evolus, Inc.	NUCEIVA	1382250	7/12/2018
Evolus, Inc.	JEUVEAU	1382166	11/22/2017
Evolus, Inc.	NUCEIVA	1382250	11/22/2017

Evolus, Inc.	JEUVEAU	1382166	10/18/2018
Evolus, Inc.	NUCEIVA	1382250	10/18/2018
Evolus, Inc.	JEUVEAU	1382166	8/9/2018
Evolus, Inc.	NUCEIVA	1382250	8/9/2018
Evolus, Inc.	JEUVEAU	2017/34296	11/23/2017
Evolus, Inc.	NUCEIVA	2017/34297	11/23/2017
Evolus, Inc.	EVOLUS	1262228	7/20/2015
Evolus, Inc.	JEUVEAU	1382166	11/6/2018
Evolus, Inc.	NUCEIVA	1382250	10/25/2018
Evolus, Inc.	JEUVEAU	1382166	11/5/2018
Evolus, Inc.	NUCEIVA	1382250	11/5/2018
Evolus, Inc.	JEUVEAU	1382166	11/22/2017
Evolus, Inc.	NUCEIVA	1382250	11/22/2017
Evolus, Inc.	JEUVEAU	1382166	12/19/2018
Evolus, Inc.	NUCEIVA	1382250	12/19/2018
Evolus, Inc.	JEUVEAU	1382166	4/3/2018
Evolus, Inc.	NUCEIVA	1382250	4/4/2018
Evolus, Inc.		88/205,471	11/26/2018
Evolus, Inc.	EVOLUS	88/085,395	8/20/2018
Evolus, Inc.	 evolus	88/205,477	11/26/2018
Evolus, Inc.	JEUVEAU	87/464,767	5/25/2017
Evolus, Inc.	NUCEIVA	87/464,805	5/25/2017
Evolus, Inc.	JEUVEAU	1382166	11/22/2017
Evolus, Inc.	NUCEIVA	1382250	11/22/2017
Evolus, Inc.	EVOLUS	1262228	7/20/2015
Evolus, Inc.	JEUVEAU	1382166	11/22/2017
Evolus, Inc.	NUCEIVA	1382250	11/22/2017