

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM556717

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Olaplex, Inc.		01/08/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	MidCap Financial Trust, as the Administrative Agent		
Street Address:	7255 Woodmont Avenue		
Internal Address:	Suite 200		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	Statutory Trust: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	4343576	UV44	
Registration Number:	3942231	CALIFORNIA SMOOTH	
Registration Number:	4171299	THE PERFECT WAVE	
Registration Number:	3412072	LIQWD	
Registration Number:	4682909	BOND PERFECTOR	
Registration Number:	5045548	INSURANCE FOR YOUR CLIENT'S HAIR	
Registration Number:	5182458	THE CHEMISTRY OF COLOR	
Registration Number:	5209275	EVERY CLIENT. EVERY SERVICE.	
Registration Number:	5830403	BOND MAINTENANCE	
Registration Number:	4557585	BOND MULTIPLIER	
Registration Number:	4553436	OLAPLEX	
Registration Number:	5866756	BOND SMOOTHER	
Serial Number:	88217917	NO. 3	
Serial Number:	87932258	NO. 3 HAIR PERFECTOR	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<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>			

OP \$365.00 4343576

TRADEMARK

Phone: 312/876-7628
Email: linda.kastner@lw.com
Correspondent Name: Linda R. Kastner, c/o Latham & Watkins
Address Line 1: 330 N. Wabash Avenue
Address Line 2: Suite 2800
Address Line 4: Chicago, ILLINOIS 60611

NAME OF SUBMITTER: Linda Kastner

SIGNATURE: /lk/

DATE SIGNED: 01/09/2020

Total Attachments: 7

source=Project Hair - Intellectual Property Security Agreement [Executed]#page1.tif
source=Project Hair - Intellectual Property Security Agreement [Executed]#page2.tif
source=Project Hair - Intellectual Property Security Agreement [Executed]#page3.tif
source=Project Hair - Intellectual Property Security Agreement [Executed]#page4.tif
source=Project Hair - Intellectual Property Security Agreement [Executed]#page5.tif
source=Project Hair - Intellectual Property Security Agreement [Executed]#page6.tif
source=Project Hair - Intellectual Property Security Agreement [Executed]#page7.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of January 8, 2020, (this “Agreement”), by Olaplex, Inc. (the “Grantor”) in favor of MidCap Financial Trust (“MidCap”), as administrative agent for the Lenders and collateral agent for the Secured Parties (in such capacities and together with its successors and assigns, the “Administrative Agent”).

Reference is made to that certain Pledge and Security Agreement, dated as of January 8, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Security Agreement”), among the Loan Parties party thereto and the Administrative Agent. The Lenders and Issuing Banks have extended credit to the Borrower subject to the terms and conditions set forth in that certain Credit Agreement, dated as of January 8, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the “Credit Agreement”), by and among Olaplex, Inc., a Delaware corporation (the “Borrower”), Penelope Intermediate Corp., a Delaware corporation (“Holdings”), the Lenders from time to time party thereto, the Issuing Banks from time to time party thereto and the Administrative Agent. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement, as applicable.

SECTION 2. *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does pledge, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the Grantor and regardless of where located (collectively, the “IP Collateral”):

- A. all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all Patents, including the Patent registrations and pending applications in the United States Patent and Trademark Office listed on Schedule II hereto;
- C. all Copyrights, including the Copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule III; and
- D. all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. *Security Agreement.* The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Termination or Release.* In connection with any termination or release pursuant to Section 7.12 of the Security Agreement, the Administrative Agent shall promptly execute and deliver to Grantor, at such Grantor's expense, such documents that such Grantor shall reasonably request to evidence and/or effectuate the termination or release of the security interest granted herein.

SECTION 5. *Governing Law.* This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

OLAPLEX, INC.

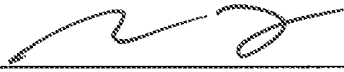
By: 
Name: Tiffany Walden
Title: Chief Operating Officer & Chief Legal Officer

Signature Page to Intellectual Property Security Agreement

MIDCAP FINANCIAL TRUST,
as the Administrative Agent

By: Apollo Capital Management, L.P., its investment
manager

By: Apollo Capital Management GP, LLC, its general
partner

By:  _____

Name: **Maurice Amsellem**
Title: **Authorized Signatory**

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
Olaplex, Inc.	4343576	UV44
Olaplex, Inc.	3942231	CALIFORNIA SMOOTH
Olaplex, Inc.	4171299	THE PERFECT WAVE
Olaplex, Inc.	3412072	LIQWD
Olaplex, Inc.	4682909	BOND PERFECTOR
Olaplex, Inc.	5045548	INSURANCE FOR YOUR CLIENT'S HAIR
Olaplex, Inc.	5182458	THE CHEMISTRY OF COLOR
Olaplex, Inc.	5209275	EVERY CLIENT. EVERY SERVICE.
Olaplex, Inc.	5830403	BOND MAINTENANCE
Olaplex, Inc.	4557585	BOND MULTIPLIER
Olaplex, Inc.	4553436	OLAPLEX
Olaplex, Inc.	5866756	BOND

TRADEMARK APPLICATIONS

APPLICANT	APPLICATION NO.	TRADEMARK
Olaplex, Inc.	88217917	NO. 3
Olaplex, Inc.	87932258	NO. 3 HAIR PERFECTOR

SCHEDULE II

PATENTS

REGISTERED OWNER	SERIAL NUMBER	DESCRIPTION
Olaplex, Inc.	9095518	Methods for fixing hair and skin
Olaplex, Inc.	9144537	Methods for fixing hair and skin
Olaplex, Inc.	9855447	Methods for fixing hair and skin
Olaplex, Inc.	9668954	Keratin treatment formulations and methods
Olaplex, Inc.	10076478	Keratin treatment formulations and methods
Olaplex, Inc.	9498419	Keratin treatment formulations and methods
Olaplex, Inc.	9326926	Keratin treatment formulations and methods
Olaplex, Inc.	9717668	Methods for treating relaxed hair
Olaplex, Inc.	9597273	Methods for treating relaxed hair
Olaplex, Inc.	9872821	Methods and formulations for curling hair
Olaplex, Inc.	9713583	Methods and formulations for curling hair

PATENT APPLICATIONS

APPLICANT	APPLICATION NO.	DESCRIPTION
Olaplex, Inc.	15/854,504	Methods for fixing hair and skin
Olaplex, Inc.	16/556,678	Keratin treatment formulations and methods
Olaplex, Inc.	16/571,933	Methods for treating relaxed hair
Olaplex, Inc.	15/855,719	Methods and formulations for curling hair

SCHEDULE III

COPYRIGHTS

REGISTERED OWNER	REGISTRATION NUMBER	TITLE
Olaplex, Inc.	VA0002007300	Olaplex 1.
Olaplex, Inc.	VA0002007292	Olaplex 10.
Olaplex, Inc.	VA0002007291	Olaplex 2.
Olaplex, Inc.	VA0002007293	Olaplex 3.
Olaplex, Inc.	VA0002007294	Olaplex 4.
Olaplex, Inc.	VA0002007295	Olaplex 5.
Olaplex, Inc.	VA0002007296	Olaplex 6.
Olaplex, Inc.	VA0002007297	Olaplex 7.
Olaplex, Inc.	VA0002007298	Olaplex 8.
Olaplex, Inc.	VA0002007299	Olaplex 9.

COPYRIGHT APPLICATIONS

None.