

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM568133

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cosmetic Design Group, LLC		04/03/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Collateral Agent		
Street Address:	500 W. Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Serial Number:	87825070	LINE & SEAL	
Serial Number:	87763872	INSTANT ARTIFICIALS	
Serial Number:	87733286	LINE & SEAL	
Serial Number:	87683189	HARD TO BELIEVE	
Serial Number:	87683184	AMERICAN CLASSICS	
Serial Number:	87661533	NINA	
Serial Number:	87296050	BEAUTIFULLY MATTE	
Serial Number:	86951787	BEAUTY WITH ATTITUDE	
Serial Number:	86388788	INSTUDIO COSMETICS	
Serial Number:	86120598	AQUA SHIELD	
Serial Number:	85656182	HAIR DARE	
Serial Number:	85644186	BRIDGE THE RIDGE	
Serial Number:	85644188	MANICURE EXTENDER	
Serial Number:	85645331	IN A HURRY	
Serial Number:	77140045	LUNA BRONZER/BLUSH	
Serial Number:	77066255	MINERAL THERAPY	
Serial Number:	78925613	COLORLASH	
Serial Number:	78835359	LIQUID METALS	
Serial Number:	74679068	ULTRA PRO	
TRADEMARK			

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Property Type	Number	Word Mark
Serial Number:	85068573	BELLA NAILS
Serial Number:	85644181	GROWTH SPURT

CORRESPONDENCE DATA

Fax Number: 2127514864
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: 2129061209
Email: jessica.bajada-silva@lw.com
Correspondent Name: LATHAM & WATKINS LLP,C/O J. Bajada-Silva
Address Line 1: 885 Third Ave
Address Line 4: New York City, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	057121-0181
NAME OF SUBMITTER:	Jessica Bajada-Silva
SIGNATURE:	/s/ Jessica Bajada-Silva
DATE SIGNED:	03/20/2020

Total Attachments: 5

- source=Active_74674783_4_WWP (Bain) - Trademark Security Agreement - CDG#page1.tif
- source=Active_74674783_4_WWP (Bain) - Trademark Security Agreement - CDG#page2.tif
- source=Active_74674783_4_WWP (Bain) - Trademark Security Agreement - CDG#page3.tif
- source=Active_74674783_4_WWP (Bain) - Trademark Security Agreement - CDG#page4.tif
- source=Active_74674783_4_WWP (Bain) - Trademark Security Agreement - CDG#page5.tif

GRANT OF SECURITY INTEREST IN TRADEMARK

This GRANT OF SECURITY INTEREST IN TRADEMARK, dated as of April 3, 2019 (this "Agreement"), is made by Cosmetic Design Group, LLC, a Delaware limited liability company (the "Grantor"), in favor of Antares Capital LP, as the Collateral Agent for the benefit of the Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of March 27, 2018 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified, replaced or refinanced from time to time, the "Credit Agreement"), by and among World Wide Packaging, LLC, a Delaware limited liability company (as successor in interest to PRGN Merger Sub, Inc., a Delaware corporation) (the "Borrower"), each Holdings Entity (as defined therein) from time to time party thereto, the Lenders from time to time parties thereto, Antares Capital LP, as the Administrative Agent and the Collateral Agent, and Antares Holdings LP, as a Lender and the Swingline Lender, the Lenders and Letter of Credit Issuers have severally agreed to make their respective loans and extensions of credit to each Holdings Entity, the Borrower and the Subsidiaries upon the terms and subject to the conditions set forth therein.

WHEREAS, in connection with the Credit Agreement, each Holdings Entity, the Borrower and any Subsidiaries of the Borrower that are or become a party thereto, have executed and delivered the Security Agreement, dated as of March 27, 2018 in favor of the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified, replaced or refinanced from time to time, the "Security Agreement").

WHEREAS, pursuant to the Security Agreement, each Grantor has pledged and granted to the Collateral Agent for the benefit of the Collateral Agent and the Secured Parties a lien on and security interest in all of its right, title and interest in, to and under all Intellectual Property, including the Trademarks, that are not Excluded Property.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders, the Swingline Lender and the Letter of Credit Issuer to make their respective Extensions of Credit to each Holdings Entity, the Borrower and the Subsidiaries, as applicable, and to induce one or more Cash Management Banks, Bank Product Providers or Hedge Banks to enter into Secured Cash Management Agreements, Secured Bank Product Agreements or Secured Hedge Agreements, respectively, with the Holdings Entities, the Borrower and/or the Restricted Subsidiaries, each Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein, or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement or the Security Agreement, as applicable.

2. Grant of Security Interest. Subject to the terms of the Security Agreement, the Grantor hereby grants a security interest in all of its right, title and interest in, to and under the Trademarks, to the extent owned by the Grantor, that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the "Collateral"), to the Collateral Agent for the benefit of the Secured Parties as collateral security for payment and performance

when due of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of Grantor's "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

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.

4. Termination or Release. Upon the termination of the Security Agreement or release of a Grantor in accordance with Section 6.4 thereof, the Collateral Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the Security Interest in the Trademarks of such Grantor under this Grant of Security Interest in Trademarks.

5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security 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 Security Agreement, the terms of the Security Agreement shall govern.

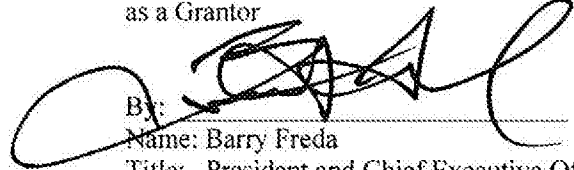
6. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to be originals and shall constitute one and the same instrument.

7. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER 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 parties hereto have caused this Agreement to be duly executed and delivered by their respective officers or representatives thereunto duly authorized as of the day and year first above written.

COSMETIC DESIGN GROUP LLC,
as a Grantor

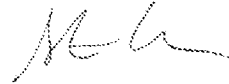
A handwritten signature in black ink, appearing to read 'Barry Freda', is written over a horizontal dotted line. The signature is stylized and cursive.

By: _____
Name: Barry Freda
Title: President and Chief Executive Officer

[Grant of Security Interest in Trademark]

TRADEMARK
REEL: 006896 FRAME: 0786

ANTARES CAPITAL LP,
as Collateral Agent

By:  _____

Name: Stephanie Krebs

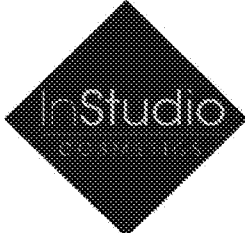
Title: Duly Authorized Signatory

[Grant of Security Interest in Trademark]

TRADEMARK
REEL: 006896 FRAME: 0787

SCHEDULE A

U.S. Trademark Registrations and Applications

Mark	Application Number	Application Date	Registration Number	Registration Date
NUDIE NAIL VEIL	88093055 ITU	8/26/2018	Pending	Pending
LINE & SEAL	87825070	3/8/2018	5483005	5/29/2018
INSTANT ARTIFICIALS	87763872	1/21/2018	5497946	6/19/2018
LINE & SEAL	87733286	12/23/2017	5482997	5/29/2018
HARD TO BELIEVE	87683189 ITU	11/13/2017	Pending	Pending
AMERICAN CLASSICS	87683184	11/13/2017	5497453	6/19/2018
NINA	87661533	10/26/2017	Pending	Pending
BEAUTIFULLY MATTE	87296050	1/10/2017	5275581	8/29/2017
BEAUTY WITH ATTITUDE	86951787	3/24/2016	5351269	12/5/2017
	86388788	9/8/2014	5100830	12/13/2016
AQUA SHIELD	86120598	11/15/2013	5059858	10/11/2016
HAIR DARE	85656182	6/19/2012	4905375	2/23/2016
BRIDGE THE RIDGE	85644186	6/6/2012	4275678	1/15/2013
MANICURE EXTENDER	85644188	6/6/2012	4360134	7/2/2013
IN A HURRY	85645331	6/6/2012	4275719	1/15/2013
LUNA BRONZER/BLUSH	77140045	3/26/2007	3787758	5/11/2010
MINERAL THERAPY	77066255	12/18/2006	3635747	6/9/2009
COLORLASH	78925613	7/10/2006	3438294	5/27/2008
LIQUID METALS	78835359	3/13/2006	3773602	4/6/2010
ULTRA PRO	74679068	5/23/1995	2034442	1/28/1997
BELLA NAILS ¹	85068573	6/22/2010	4876539	12/29/2015
GROWTH SPURT ²	85644181	6/6/2012	4275677	1/15/2013

¹ Recorded in the name of Maurice Rasgon, Incorporated dba Cosmetic Design Group.

² Recorded in the name of Maurice Rasgon, Incorporated dba Cosmetic Design Group.