

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM574489

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MAESA LLC		04/30/2020	Limited Liability Company: CALIFORNIA

## RECEIVING PARTY DATA

<b>Name:</b>	LUCID TRUSTEE SERVICES LIMITED
<b>Street Address:</b>	6th Floor, No 1 Building 1-5 London Wall Building
<b>Internal Address:</b>	London Wall
<b>City:</b>	London
<b>State/Country:</b>	UNITED KINGDOM
<b>Postal Code:</b>	EC2M 5PG
<b>Entity Type:</b>	Private Limited Company: ENGLAND AND WALES

## PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Registration Number:	5835032	ARTISCENT FRAGRANCE COLLECTION
Registration Number:	4031811	BELIEVE BEAUTY
Registration Number:	5376764	COL LAB
Registration Number:	5382010	COLOR. CREATE. COMMUNITY.
Registration Number:	4998847	ENLITE
Registration Number:	5134273	FIONA STILES
Registration Number:	4668771	FLOWER LOVE THE WAY YOU FEEL
Registration Number:	4770211	FLOWER OUTSTRETCHED LENGTHENING MASCARA
Registration Number:	5242188	FLOWERFUL
Serial Number:	87953945	GOOD HIDRATION
Serial Number:	88104825	HAIRITAGE
Serial Number:	88454062	HEY, HUMANS:
Registration Number:	5710088	KRISTIN ESS
Serial Number:	87785672	KRISTIN ESS
Serial Number:	86981643	KRISTIN ESS
Serial Number:	86817522	MISTAKE-FREE MAKEUP
Serial Number:	88283765	MIX:BAR
Serial Number:	86742070	OPTISHIELD

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	87296960	P2
Serial Number:	87978444	PRETTY DEADLY
Serial Number:	87813496	SOFT GRIT
Serial Number:	88488067	SOFT HEAT TECHNOLOGY
Serial Number:	86657971	STUDIO FRAGRANCE COLLECTION
Serial Number:	86134279	THE ART OF GLAMOUR
Serial Number:	88167667	TPH BY TARAJI
Serial Number:	87114901	ZIP-UP TECHNOLOGY
Serial Number:	88521588	RINSE + REPEAT

#### CORRESPONDENCE DATA

Fax Number: 7146686355

*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: 7146686255

Email: sunnyelee@paulhastings.com

Correspondent Name: Sunny E. Lee

Address Line 1: 695 Town Center Drive, 17th Floor

Address Line 2: PAUL HASTINGS LLP

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	46608-2 - Giannotti (UK)
NAME OF SUBMITTER:	Sunny E. Lee
SIGNATURE:	/s/ Sunny E. Lee
DATE SIGNED:	05/01/2020

#### Total Attachments: 7

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## FIRST LIEN GRANT OF SECURITY INTEREST IN TRADEMARKS

This FIRST LIEN GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of April 30, 2020 (this "Agreement"), is made by MAESA LLC, a California limited liability company (the "Grantor"), in favor of LUCID TRUSTEE SERVICES LIMITED, as security agent (in such capacity, the "First Lien Security Agent") for the benefit of the First Lien Secured Parties, including those from time to time party to that certain Subscription Agreement, dated as of May 10, 2019 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Notes Subscription Agreement"), between, among others, JARDIN (BC) MIDCO 2 SAS, a joint stock company (société par actions simplifiée) incorporated under the laws of France ("Jardin"), and the FIRST LIEN SECURITY AGENT, as the First Lien Security Agent and the Super Senior Revolving Credit Facilities, dated as of May 10, 2019 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "SSRCF Agreement"), and together with the Notes Subscription Agreement, the "First Lien Finance Agreements"), between, among others, JARDIN (BC) MIDCO 2 SAS, a joint stock company (société par actions simplifiée) incorporated under the laws of France ("Jardin"), and the FIRST LIEN SECURITY AGENT, as the First Lien Security Agent.

### WITNESSETH:

WHEREAS, pursuant to the First Lien Finance Agreements, the Lenders (as defined in the SSRCF Agreement) and the Holders (as defined in the Notes Subscription Agreement) have severally agreed to make loans or other amounts available to Jardin and any other Borrower (as defined in the SSRCF Agreement) or Subscriber (as defined in the Notes Subscription Agreement) upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the First Lien Finance Agreements, each Grantor and any Subsidiaries of Jardin that become a party thereto, have executed and delivered a Security Agreement, dated as of April 30, 2020, in favor of the First Lien Security Agent for the benefit of the First Lien Secured Parties (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor has pledged and granted to the First Lien Security Agent for the benefit of the First Lien Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks, that are not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in consideration of the benefits the Grantor will derive as party to the First Lien Finance Agreements, the Grantor hereby agrees with the First Lien Security Agent, for the benefit of the First Lien 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 Security Agreement.

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 First Lien Security Agent for the benefit of the First Lien Secured Parties as collateral security for prompt and complete payment and performance when due of the First Lien Secured 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 the 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 the Grantor in accordance with Section **Error! Reference source not found.** thereof, the First Lien Security Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the Security Interest in the Trademarks of the Grantor under this First Lien Grant of Security Interest in Trademarks.

5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the First Lien 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 constitute one and the same instrument. A set of the copies of this Agreement signed by all the parties shall be lodged with Maesa and the First Lien Security Agent.

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 CALIFORNIA.

[Signature pages follow]

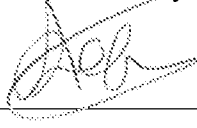
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

MAESA LLC,  
as a Grantor

By:   
Name: Jeffrey Klein  
Title: Chief Financial Officer

[Grant of Security Interest in Trademarks]

LUCID TRUSTEE SERVICES LIMITED,  
as the First Lien Security Agent

By:  \_\_\_\_\_

Name: Andrew Brockes

Title: Authorised Signatory

[First Lien Grant of Security Interest in Trademark]

**TRADEMARK**  
**REEL: 006928 FRAME: 0485**

**SCHEDULE A**

**U.S. Trademark Registrations and Applications**

Owner	Trademark	Country	Application Number	Registration
Maesa LLC	ARTISCENT FRAGRANCE COLLECTION	USA	86/752,356	5,835,032
Maesa LLC	BELIEVE BEAUTY	USA	76/705,298	4,031,811
Maesa LLC	CIRCA	United Kingdom	3071510	3,071,510
Maesa LLC	COL°LAB	USA	87/316,476	5,376,764
Maesa LLC	COL°LAB	Mexico	1894728	1798896
Maesa LLC	COL°LAB	Mexico	1894729	1793312
Maesa LLC	COLOR. CREATE. COMMUNITY.	USA	87/236,817	5,382,010
Maesa LLC	ENLITE	USA	86/362,900	4,998,847
Maesa LLC	COL°LAB	USA	87/316,476	5,376,764
Maesa LLC	FIONA STILES	USA	86/656,324	5,134,273
Maesa LLC	FLOWER LOVE THE WAY YOU FEEL	USA	86/238,670	4,668,771
Maesa LLC	FLOWER LOVE THE WAY YOU FEEL	Mexico	1781846	
Maesa LLC	FLOWER LOVE THE WAY YOU LOOK	Canada	1649222	TMA906003
Maesa LLC	FLOWER OUTSTRETCHED LENGTHENING MASCARA	USA	86/312,106	4,770,211
Maesa LLC	FLOWERFUL	USA	86/797,139	5,242,188
Maesa LLC	GOOD H!DRATION	USA	87/953945	
Maesa LLC	HAIRITAGE	USA	88/104,825	
Maesa LLC	HEY, HUMANS:	USA	88/454,062	
Maesa LLC	KRISTIN ESS	China (People's Republic)	37042557	37042557
Maesa LLC	KRISTIN ESS	Australia	1924240	1924240
Maesa LLC	KRISTIN ESS	Canada	1937301	
Maesa LLC	KRISTIN ESS	European Union (Community)	18006914	18006914
Maesa LLC	KRISTIN ESS	Mexico	2084592	1940884
Maesa LLC	KRISTIN ESS	Mexico	2084593	1940885
Maesa LLC	KRISTIN ESS	Mexico	2084595	1940886
Maesa LLC	KRISTIN ESS	Mexico	2084597	1937391
Maesa LLC	KRISTIN ESS	United Kingdom	UK00003364462	



Maesa LLC	Kristin Ess	United Kingdom	UK00003364462	
Maesa LLC	KRISTIN ESS	USA	86/916,708	5,710,088
Maesa LLC	KRISTIN ESS	USA	87/785,672	
Maesa LLC	KRISTIN ESS	USA	86/981,643	5,178,097
Maesa LLC	MISTAKE FREE MAKEUP	USA	86/817,522	5,125,567
Maesa LLC	MIX:BAR	USA	88/283,765	
Maesa LLC	OPTISHIELD	USA	86/742,070	5,037,831
Maesa LLC	p2	USA	87/296,960	
Maesa LLC	PRETTY DEADLY	USA	87/978,444	5,588,206
Maesa LLC	SOFT GRIT	USA	87/813,496	
Maesa LLC	SOFT HEAT TECHNOLOGY	USA	88/488,067	
Maesa LLC	STUDIO FRAGRANCE COLLECTION	USA	86/657,971	5,715,735
Maesa LLC	THE ART OF GLAMOUR	USA	86/134,279	4,594,526
Maesa LLC	TPH by TARAJI	USA	88/167,667	
Maesa LLC	ZIP-UP TECHNOLOGY	Australia	1924241	1924241
Maesa LLC	ZIP-UP TECHNOLOGY	USA	87/114,901	5,188,493
Maesa LLC	ZIP-UP TECHNOLOGY	China	1427665	
Maesa LLC	ZIP-UP TECHNOLOGY	European Union (Community)	1427665	1427665
Maesa LLC	ZIP-UP TECHNOLOGY	Mexico	2117598 (International Registration No. 1427655)	1993691 (International Registration No. 1427655)
Maesa LLC	ZIP-UP TECHNOLOGY	Turkey	1427655	1427665
Maesa LLC	RINSE + REPEAT	USA	88/521,588	