

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM575523

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Back-Up Trademark Security Agreement		
<b>SEQUENCE:</b>	2		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
FD Management, Inc.		05/07/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Beautyge I		
<b>Street Address:</b>	27 Hospital Road		
<b>Internal Address:</b>	Cayman Corporate Centre c/o Walkers Corporate Limited		
<b>City:</b>	George Town		
<b>State/Country:</b>	CAYMAN ISLANDS		
<b>Postal Code:</b>	KY1-9008		
<b>Entity Type:</b>	Company Limited By Shares: CAYMAN ISLANDS		
<b>PROPERTY NUMBERS Total: 67</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3838763	212 MS ARDEN	
<b>Registration Number:</b>	3131019	5TH AVENUE AFTER FIVE	
<b>Registration Number:</b>	5027584	ADVANCED MIX CONCENTRATE	
<b>Registration Number:</b>	2532968	BARE PERFECTION	
<b>Registration Number:</b>	5271844	BEACHSCAPE	
<b>Registration Number:</b>	1625557	BLUE GRASS	
<b>Registration Number:</b>	2841688	CERAMIDE PLUMP PERFECT	
<b>Registration Number:</b>	5074306	CITY SMART	
<b>Registration Number:</b>	1914462	EA	
<b>Registration Number:</b>	2453605	EA NY ELIZABETH ARDEN SPLENDOR	
<b>Registration Number:</b>	3861109	EIGHT HOUR	
<b>Registration Number:</b>	539292	EIGHT HOUR	
<b>Registration Number:</b>	545890	ELIZABETH ARDEN	
<b>Registration Number:</b>	557022	ELIZABETH ARDEN	
<b>Registration Number:</b>	545592	ELIZABETH ARDEN	
<b>Registration Number:</b>	1073947	ELIZABETH ARDEN	
<b>Registration Number:</b>	1579710	ELIZABETH ARDEN	

CH \$1690.00 3838763

Property Type	Number	Word Mark
Registration Number:	1577216	ELIZABETH ARDEN
Registration Number:	1656519	ELIZABETH ARDEN
Registration Number:	3069443	ELIZABETH ARDEN
Registration Number:	3695951	ELIZABETH ARDEN
Registration Number:	2162507	ELIZABETH ARDEN 5TH AVENUE
Registration Number:	4919053	ELIZABETH ARDEN ALWAYS RED
Registration Number:	2974648	ELIZABETH ARDEN DOUBLE DENSITY
Registration Number:	5257443	ELIZABETH ARDEN LITTLE BLACK COMPACT
Registration Number:	2979274	ELIZABETH ARDEN PROVOCATIVE
Registration Number:	3624537	ELIZABETH ARDEN PURE FINISH
Registration Number:	1649230	ELIZABETH ARDEN RED DOOR
Registration Number:	2278502	ELIZABETH ARDEN SPLENDOR
Registration Number:	4882895	ELIZABETH ARDEN SUPERSTART
Registration Number:	1295500	EYE-FIX
Registration Number:	2843886	FIRST DEFENSE
Registration Number:	1326524	FLAWLESS FINISH
Registration Number:	4650169	FLAWLESS FUTURE
Registration Number:	4984122	FLAWLESS START
Registration Number:	2836712	GOOD NIGHT'S SLEEP
Registration Number:	4957064	GRAND ENTRANCE
Registration Number:	5881110	GREAT 8
Registration Number:	5257281	LASTING IMPRESSION
Registration Number:	2613354	LET THERE BE LIGHT
Registration Number:	1287568	LIP-FIX
Registration Number:	5115085	LUMIFLECT
Registration Number:	4968863	OVERNIGHT SUCCESS
Registration Number:	2599079	PEEL & REVEAL
Registration Number:	4749190	PERFECTLY SATIN
Registration Number:	3046813	PROVOCATIVE
Registration Number:	3101793	PROVOCATIVE INTERLUDE
Registration Number:	893456	RED DOOR
Registration Number:	1569090	RED DOOR
Registration Number:	1648624	RED DOOR
Registration Number:	1714578	RED DOOR
Registration Number:	5108107	
Registration Number:	5112490	
Registration Number:	930966	
Registration Number:	886679	

Property Type	Number	Word Mark
Registration Number:	4886861	RED DROPS
Registration Number:	1830983	SUNFLOWERS
Registration Number:	1917541	SUNFLOWERS
Registration Number:	1820936	SUNFLOWERS
Registration Number:	4882894	SUPERSTART
Registration Number:	1970280	TRUE LOVE
Registration Number:	4786240	UNTOLD
Registration Number:	4503297	UNTOLD
Registration Number:	1201722	VISIBLE DIFFERENCE
Registration Number:	402138	WHITE SHOULDERS
Registration Number:	1130646	E WHITE SHOULDERS
Registration Number:	1366234	WHITE SHOULDERS

**CORRESPONDENCE DATA**

**Fax Number:**

*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.*

**Email:** rschwartz@paulweiss.com, lfranco@paulweiss.com, aspoto@paulweiss.com

**Correspondent Name:** Rebecca B. Schwartz

**Address Line 1:** Paul Weiss Rifkind Wharton & Garrison LLP

**Address Line 2:** 1285 Avenue of the Americas

**Address Line 4:** New York, NEW YORK 10019-6064

**ATTORNEY DOCKET NUMBER:** 2500-0360

**NAME OF SUBMITTER:** Rebecca Schwartz

**SIGNATURE:** /Rebecca Schwartz/

**DATE SIGNED:** 05/08/2020

**Total Attachments: 5**

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**BACK-UP TRADEMARK SECURITY AGREEMENT**

This **BACK-UP TRADEMARK SECURITY AGREEMENT**, dated as of May 7, 2020 (this "Agreement"), is made by FD Management, Inc., a Delaware corporation, as Grantor (the "Grantor") in favor of Beautyge I, an exempted company incorporated under the law of Cayman Islands with limited liability ("Beautyge I") for the benefit of the Secured Parties.

**WHEREAS**, pursuant to the Upper Tier Transfer and Contribution Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Contribution Agreement"), between the Transferor Entities and Beautyge I, if any Conveyance thereunder shall be characterized as a loan and not as a transfer and/or contribution, Beautyge I and its assignees shall have a security interest in the Grantor's right, title and interest in, to and under the Trademark Collateral (as defined below); and

**WHEREAS**, pursuant to Section 2.1(c) of the Contribution Agreement, the Grantor agreed to execute and deliver this Agreement, in order to record the security interest granted to Beautyge I with the United States Patent and Trademark Office.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with Beautyge I as follows:

**SECTION 1. Defined Terms**

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Contribution Agreement.

**SECTION 2. Grant of Security Interest in Trademark Collateral**

**SECTION 2.1 Grant of Security.** The Grantor hereby grants to Beautyge I a security interest in all of the Grantor's right, title and interest in and to the following property now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral") as collateral security for the payment or performance, as the case may be (whether at the stated maturity, by acceleration or otherwise), of the Secured Obligations (as defined in the Credit Agreement):

(i) all trademarks, trade names, corporate names, company names, business names, domain names, fictitious business names, trade dress, service marks, logos and other source or business identifiers, designs and general intangibles of like nature, (ii) all goodwill associated therewith or symbolized thereby and all common-law rights related thereto, (iii) all registrations and recordings thereof, and all applications in connection therewith including, without limitation, the United States registrations and applications listed in Schedule A attached hereto, (iv) the right to obtain all renewals thereof, (v) all rights to sue at law or in equity for any infringement, dilution or other violation thereof, including the right to receive all Proceeds and damages therefrom, and (vi) all other rights, priorities and privileges relating thereto.

**SECTION 2.2 Certain Limited Exclusions.** Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a trademark or service mark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

### **SECTION 3. Security Agreement**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Beautyge I pursuant to the Contribution Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of Beautyge I with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Contribution Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Contribution Agreement, the provisions of the Contribution Agreement shall control. For the avoidance of doubt, the obligation under this Agreement shall include the recordation of the security interests granted under this Agreement in the register of mortgages and charges of Grantor.

### **SECTION 4. Governing Law**

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS TO THE EXTENT THAT THE SAME ARE NOT MANDATORILY APPLICABLE BY STATUTE AND THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.

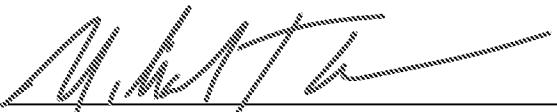
### **SECTION 5. Counterparts**

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

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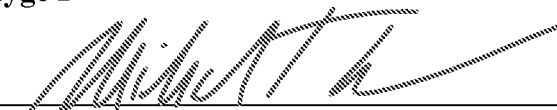
**IN WITNESS WHEREOF**, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**FD Management, Inc., as Grantor**

By:   
Name: Michael T. Sheehan  
Title: Vice President

Accepted and Agreed:

**Beautyge I**

By:   
Name: Michael T. Sheehan  
Title: Director

**SCHEDULE A**  
to  
**TRADEMARK SECURITY AGREEMENT**

**UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>TRADEMARK</b>	<b>APP. NO.</b>	<b>APP. DATE</b>	<b>REG. NO.</b>	<b>REG. DATE</b>
212 MS ARDEN	77698729		3838763	Aug 24 2010
5TH AVENUE AFTER FIVE	78515824		3131019	Aug 15 2006
ADVANCED MIX CONCENTRATE (Stylized)	86311640		5027584	Aug 23 2016
BARE PERFECTION	76/029,352		2,532,968	Jan 22 2002
BEACHSCAPE	86808017		5271844	Aug 22 2017
BLUE GRASS	74/035,165		1625557	Dec 4 1990
CERAMIDE PLUMP PERFECT	78/162,524		2841688	May 11 2004
CITY SMART	86661230		5074306	Nov 1 2016
EA	74/590,674		1914462	Aug 29 1995
EA NY ELIZABETH ARDEN SPLENDOR & Bottle Design	75/543,611		2453605	May 22 2001
EIGHT HOUR	85/025369		3861109	Oct 12 2010
EIGHT HOUR (Stylized)	71/580,917		0539292	Mar 13 1951
ELIZABETH ARDEN	71/581,848		545890	Jul 31 1951
ELIZABETH ARDEN	71/581,927		0557022	Apr 1 1952
ELIZABETH ARDEN	71/590,731		545592	Jul 24 1951
ELIZABETH ARDEN	73/104,951		1073947	Sep 27 1977
ELIZABETH ARDEN	73/776,361		1579710	Jan 30 1990
ELIZABETH ARDEN	73/777,845		1577216	Jan 16 1990
ELIZABETH ARDEN	74/017,600		1656519	Sep 10 1991
ELIZABETH ARDEN	78976610		3069443	Mar 14 2006
ELIZABETH ARDEN	77/731894		3695951	Oct 13 2009
ELIZABETH ARDEN 5TH AVENUE	75/071,416		2162507	Jun 2 1998
ELIZABETH ARDEN ALWAYS RED	86432406		4919053	Mar 15 2016
ELIZABETH ARDEN DOUBLE DENSITY	78442397		2974648	Jul 19 2005
ELIZABETH ARDEN LITTLE BLACK COMPACT	87025875		5257443	Aug 1 2017
ELIZABETH ARDEN PROVOCATIVE	78/302799		2979274	Jul 26 2005
ELIZABETH ARDEN PURE FINISH	77530320		3624537	May 19 2009
ELIZABETH ARDEN RED DOOR Design (lined for color)	74/051,125		1649230	Jul 2 1991
ELIZABETH ARDEN SPLENDOR	75/440,958		2,278,502	Sep 14 1999
ELIZABETH ARDEN SUPERSTART	86463278		4882895	Jan 5 2016
EYE-FIX	73/444,618		1295500	Sep 18 1984
FIRST DEFENSE	78/140,395		2843886	May 18 2004
FLAWLESS FINISH	73/472,179		1326524	Mar 26 1985

TRADEMARK	APP. NO.	APP. DATE	REG. NO.	REG. DATE
FLAWLESS FUTURE	86/061550		4650169	Dec 2 2014
FLAWLESS START	86416898		4984122	Jun 21 2016
GOOD NIGHT'S SLEEP	75/501,219		2836712	Apr 27 2004
GRAND ENTRANCE	86533350		4957064	May 10 2016
GREAT 8	88033262		5881110	Oct 8 2019
LASTING IMPRESSION	86971217		5257281	Aug 1 2017
LET THERE BE LIGHT	76/147,571		2,613,354	Aug 27 2002
LIP-FIX	73/408,937		1287568	Jul 31 1984
LUMIFLECT	86504032		5115085	Jan 3 2017
OVERNIGHT SUCCESS	86824747		4968863	May 31 2016
PEEL AND REVEAL	76/147,051		2,599,079	Jul 23 2002
PERFECTLY SATIN	86/221152		4749190	Jun 2 2015
PROVOCATIVE	78/302723		3046813	Jan 17 2006
PROVOCATIVE INTERLUDE	78/428536		3101793	Jun 6 2006
RED DOOR	72334823		893456	Jun 23 1970
RED DOOR	73/771,930		1569090	Dec 5 1989
RED DOOR	74/052,231		1648624	Jun 25 1991
RED DOOR	74/052,174		1,714,578	Sep 8 1992
Red Door Design	86912147		5108107	Dec 27 2016
Red Door Design	86928115		5112490	Jan 3 2017
Red Door Design (lined for color)	72/346,358		0930966	Mar 14 1972
RED DOOR VELVET			886679	Apr 24 2006
RED DROPS	86492163		4886861	Jan 12 2016
SUNFLOWERS	74/334,688		1830983	Apr 19 1994
SUNFLOWERS	74/565,917		1917541	Sep 12 1995
SUNFLOWERS & Design	74/392,288		1820936	Feb 15 1994
SUPERSTART	86463262		4882894	Jan 5 2016
TRUE LOVE	74/369,372		1970280	Apr 23 1996
UNTOLD	85/824296		4786240	Aug 4 2015
UNTOLD	85/980999		4503297	Mar 25 2014
VISIBLE DIFFERENCE	73/325,158		1,201,722	Jul 20 1982
WHITE SHOULDERS	71/458,871	Mar 2 1943	402138	Jun 29 1943
WHITE SHOULDERS & Bottle Design	73/181,733	Aug 10 1978	1,130,646	Feb 12 1980
WHITE SHOULDERS (Stylized)	73/534,992	Apr 26 1985	1366234	Oct 22 1985