

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM575543

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Back-Up Trademark Security Agreement
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Creative Nail Design, Inc.		05/07/2020	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	Beautyge I
Street Address:	27 Hospital Road
Internal Address:	Cayman Corporate Centre c/o Walkers Corporate Limited
City:	George Town
State/Country:	CAYMAN ISLANDS
Postal Code:	KY1-9008
Entity Type:	Company Limited By Shares: CAYMAN ISLANDS

PROPERTY NUMBERS Total: 40

Property Type	Number	Word Mark
Registration Number:	2990509	BRISA
Registration Number:	4731635	C
Registration Number:	3423891	CND
Registration Number:	3412514	CND
Registration Number:	3466796	CND C
Registration Number:	4716871	CND C
Registration Number:	4239360	CND C SHELLAC
Registration Number:	4340079	CND SHELLAC
Registration Number:	1912133	COOL BLUE
Registration Number:	2615809	CREATIVE SPA
Registration Number:	1989303	CUTICLE ERASER
Registration Number:	2004438	FORMATION
Registration Number:	2624508	GELBOND
Registration Number:	2182180	KOALA BUFFER
Registration Number:	2739892	NAIL FRESH
Registration Number:	4792078	OFFLY FAST
Registration Number:	2592298	PERFORMANCE FORMS

CH \$1015.00 2990509

Property Type	Number	Word Mark
Registration Number:	4791974	RESCUERXX
Registration Number:	2232067	RETENTION +
Registration Number:	2446912	SCRUBFRESH
Registration Number:	4810820	SHELLAC
Registration Number:	2473064	SOLAROIL
Registration Number:	1682575	SOLAROIL
Registration Number:	2738346	SOLARSPEED SPRAY
Registration Number:	2291399	SPAMANICURE
Registration Number:	2134214	SPAPEDICURE
Registration Number:	4970355	CND C CREATIVE PLAY
Registration Number:	4852821	CND C LED 3C TECHNOLOGY COMPLETE CHROMAT
Registration Number:	4848017	CND C SHELLAC XPRESS5
Registration Number:	5073403	CND NAILS
Registration Number:	5690056	CND SHELLAC LUXE
Registration Number:	5004273	CND SHELLAC XPRESS5
Registration Number:	4917660	CUCUMBER HEEL THERAPY
Registration Number:	5232552	DURAFORCE
Registration Number:	5073392	GARDENIA WOODS
Registration Number:	5266708	RIDGEFX
Registration Number:	3862232	SHELLAC
Registration Number:	5690063	SHELLAC LUXE
Registration Number:	4464135	VINYLUX
Registration Number:	4848016	XPRESS5

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: lfranco@paulweiss.com, aspoto@paulweiss.com,
rschwartz@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: 4

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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 Creative Nail Design, Inc., a California 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.

Creative Nail Design, 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

TRADEMARK	APP. NO.	APP. DATE	REG. NO.	REG. DATE
BRISA	78/341331	Dec 16 2003	2990509	Aug 30 2005
C (Stylized) (new logo)	86460324	Nov 20 2014	4731635	May 5 2015
CND	77/184633	May 18 2007	3423891	May 6 2008
CND	77/184652	May 18 2007	3412514	Apr 15 2008
CND C & Design	77/330794	Nov 15 2007	3466796	Jul 15 2008
CND C & Design	85778785	Nov 14 2012	4716871	Apr 7 2015
CND C SHELLAC & Design	85/977585	Apr 27 2011	4239360	Nov 6 2012
CND SHELLAC	85/978870	Apr 27 2011	4340079	May 21 2013
COOL BLUE	74/449437	Oct 22 1993	1912133	Aug 15 1995
CREATIVE SPA	76/026813	Apr 17 2000	2615809	Sep 3 2002
CUTICLE ERASER	74/613343	Dec 21 1994	1989303	Jul 23 1996
FORMATION	75/012239	Oct 30 1995	2004438	Oct 1 1996
GELBOND	76/303358	Aug 22 2001	2624508	Sep 24 2002
KOALA BUFFER	75/306668	Jun 3 1997	2182180	Aug 18 1998
NAIL FRESH	76/404038	May 7 2002	2739892	Jul 22 2003
OFFLY FAST	86447906	Nov 7 2014	4792078	Aug 11 2015
PERFORMANCE FORMS	75/854579	Nov 19 1999	2592298	Jul 9 2002
RESCUERXX	86397318	Sep 17 2014	4791974	Aug 11 2015
RETENTION+	75/421730	Jan 22 1998	2232067	Mar 16 1999
SCRUBFRESH	75652838	Feb 26 1999	2446912	Apr 24 2001
SHELLAC	86/012783	Jul 17 2013	4810820	Sep 15 2015
SOLAROIL	75/876514	Dec 17 1999	2473064	Jul 31 2001
SOLAROIL (STYLIZED)	74/072221	Jun 25 1990	1682575	Apr 14 1992
SOLARSPEED SPRAY	76316094	Sep 24 2001	2738346	Jul 15 2003
SPAMANICURE	75/310272	Jun 17 1997	2291399	Nov 9 1999
SPAPEDICURE	75/227330	Jan 17 1997	2134214	Feb 3 1998
CND C CREATIVE PLAY logo (w/o splash design)	86627768	May 13 2015	4970355	May 31 2016
CND C LED 3C TECHNOLOGY COMPLETE CHROMATIC CURE (B&W logo on white)	86589143	Apr 7 2015	4852821	Nov 10 2015
CND C SHELLAC XPRESS5	86540562	Feb 20 2015	4848017	Nov 3 2015
CND NAILS	87049853	May 25 2016	5073403	Nov 1 2016
CND SHELLAC LUXE	88033254	Jul 11 2018	5690056	Mar 5 2019
CND SHELLAC XPRESS5	86540570	Feb 20 2015	5004273	Jul 19 2016
CUCUMBER HEEL THERAPY	86516526	Jan 28 2015	4917660	Mar 15 2016
DURAFORCE	87248298	Nov 26 2016	5232552	Jun 27 2017
GARDENIA WOODS	87041388	May 18 2016	5073392	Nov 1 2016
RIDGEFX	86818386	Nov 12 2015	5266708	Aug 15 2017
SHELLAC	77801818	Aug 11 2009	3862232	Oct 12 2010
SHELLAC LUXE	88033445	Jul 11 2018	5690063	Mar 5 2019
VINYLUX	85/980523	Jun 18 2012	4464135	Jan 7 2014
XPRESS5	86539895	Feb 19 2015	4848016	Nov 3 2015