

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM575644

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Beautyge I		05/07/2020	Company Limited By Shares: CAYMAN ISLANDS

RECEIVING PARTY DATA

Name:	BrandCo Mitchum 2020 LLC
Street Address:	3411 Silverside Road
Internal Address:	Tatnall Building #104 c/o Corporate Creations Network Inc.
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19810
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3822917	CLINICAL PERFORMANCE
Registration Number:	5152023	M ADVANCED CONTROL
Registration Number:	1427105	MITCHUM
Registration Number:	4638389	MITCHUM ADVANCED O OXYGEN ODOR CONTROL T
Registration Number:	5152001	MITCHUM DRY
Registration Number:	5055640	MITCHUM SENSITIVESKIN
Registration Number:	3765511	SMART SOLID
Registration Number:	3822918	SMART SOLID CLINICAL PERFORMANCE
Serial Number:	88320571	MITCHUM NATURAL POWER

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

CH \$240.00 3822917

Address Line 2: 1285 Avenue of the Americas
Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER: 02500-0360

NAME OF SUBMITTER: Rebecca Schwartz

SIGNATURE: /Rebecca Schwartz/

DATE SIGNED: 05/09/2020

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 Beautyge I, an exempted company incorporated under the law of Cayman Islands with limited liability, as Grantor (the "Grantor") in favor of BrandCo Mitchum 2020 LLC, a Delaware limited liability company ("BrandCo") for the benefit of the Secured Parties.

WHEREAS, pursuant to the Lower 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 Grantor and BrandCo, if any Conveyance thereunder shall be characterized as a loan and not as a transfer and/or contribution, BrandCo 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 BrandCo 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 BrandCo 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 BrandCo 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 BrandCo pursuant to the Contribution Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of BrandCo 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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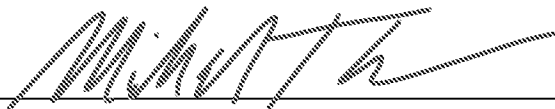
IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Beautyge I, as Grantor

By: 
Name: Michael T. Sheehan
Title: Director

Accepted and Agreed:

BrandCo Mitchum 2020 LLC

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

[Signature Page to Lower Tier Back Up Lien – Trademark – BrandCo Mitchum 2020 LLC]

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

TRADEMARK	APP. NO.	APP. DATE	REG. NO.	REG. DATE
CLINICAL PERFORMANCE	77728500	May 4 2009	3822917	Jul 20 2010
M ADVANCED CONTROL & Shield Design	86732398	Aug 21 2015	5152023	Feb 28 2017
MITCHUM	73599006	May 15 1986	1427105	Feb 3 1987
MITCHUM ADVANCED O OXYGEN ODOR CONTROL TECHNOLOGY and DESIGN	86120062	Nov 15 2013	4638389	Nov 11 2014
MITCHUM DRY	86720152	Aug 10 2015	5152001	Feb 28 2017
MITCHUM NATURAL POWER	88320571	Feb 28 2019		
MITCHUM SENSITIVESKIN	86664450	Jun 16 2015	5055640	Oct 4 2016
SMART SOLID	78841478	Mar 20 2006	3765511	Mar 23 2010
SMART SOLID CLINICAL PERFORMANCE	77728515	May 4 2009	3822918	Jul 20 2010