

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM575653

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

## CONVEYING PARTY DATA

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

## RECEIVING PARTY DATA

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

## PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Registration Number:	980494	ALMAY
Registration Number:	2675119	ALMAY
Registration Number:	5156232	ALMAY AGE ESSENTIALS
Registration Number:	5272065	ALMAY AGE ESSENTIALS LIP TREATMENT
Registration Number:	5282024	ALMAY AGE ESSENTIALS MAKEUP
Registration Number:	5596957	ALMAY CLEAR COMPLEXION BLEMISH ARMOR
Registration Number:	5351712	ALMAY INSTANT GLOW
Registration Number:	4842179	ALMAY INTENSE I-COLOR EVENING SMOKY
Registration Number:	4842182	ALMAY INTENSE I-COLOR EVERYDAY NEUTRALS
Registration Number:	5085840	ALMAY INTENSE I-COLOR GEL SMOOTH LINER
Registration Number:	4905770	ALMAY INTENSE I-COLOR PARTY BRIGHTS
Registration Number:	5836162	ALMAY LIP VIBES
Registration Number:	5686793	ALMAY
Registration Number:	5050361	ALMAY ONE COAT GET UP & GROW EXTREME LEN
Registration Number:	5149450	ALMAY ONE COAT MULTI-BENEFIT
Registration Number:	5576817	ALMAY SHADOW SQUAD
Registration Number:	4787287	ALMAY SIMPLY AMERICAN

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4791690	ALMAY SMART SHADE BUTTER KISS
Registration Number:	5576719	A
Registration Number:	5177213	ALMAY THE COMPLETE LOOK
Registration Number:	3975285	ALMAY WAKE-UP
Registration Number:	4408217	BOLD NUDES
Registration Number:	3261921	INTENSE I-COLOR
Registration Number:	5282700	MEGAPHONE BRUSH
Registration Number:	3990803	ONE COAT GET UP & GROW
Registration Number:	5582002	REVEAL THE TRUE YOU
Registration Number:	4415814	A
Registration Number:	3105258	SMART SHADE
Registration Number:	3481753	TRULY LASTING COLOR

**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

<b>ATTORNEY DOCKET NUMBER:</b>	02500-0360
<b>NAME OF SUBMITTER:</b>	Rebecca Schwartz
<b>SIGNATURE:</b>	/Rebecca Schwartz/
<b>DATE SIGNED:</b>	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 Almay 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.

[Remainder of page intentionally left blank]

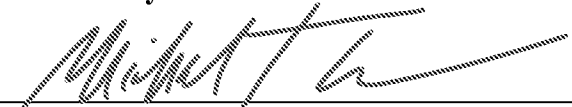
**IN WITNESS WHEREOF**, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**Beautyge I, as Grantor**

By:   
Name: Michael T. Sheehan  
Title: Director

Accepted and Agreed:

**BrandCo Almay 2020 LLC**

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

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

**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>
ALMAY	72437396	Oct 3 1972	980494	Mar 12 1974
ALMAY	78088155	Oct 12 2001	2675119	Jan 14 2003
ALMAY AGE ESSENTIALS	87173642	Sep 16 2016	5156232	Mar 7 2017
ALMAY AGE ESSENTIALS LIP TREATMENT	86897422	Feb 4 2016	5272065	Aug 22 2017
ALMAY AGE ESSENTIALS MAKEUP	86897421	Feb 4 2016	5282024	Sep 5 2017
ALMAY CLEAR COMPLEXION BLEMISH ARMOR	87576746	Aug 21 2017	5596957	Oct 30 2018
ALMAY INSTANT GLOW	87184321	Sep 27 2016	5351712	Dec 5 2017
ALMAY INTENSE I-COLOR EVENING SMOKY	86282057	May 15 2014	4842179	Oct 27 2015
ALMAY INTENSE I-COLOR EVERYDAY NEUTRALS	86284607	May 19 2014	4842182	Oct 27 2015
ALMAY INTENSE I-COLOR GEL SMOOTH LINER	86959112	Mar 31 2016	5085840	Nov 22 2016
ALMAY INTENSE I-COLOR PARTY BRIGHTS	86297804	Jun 2 2014	4905770	Feb 23 2016
ALMAY LIP VIBES	88075989	Aug 13 2018	5836162	Aug 13 2019
ALMAY Logo (2017)	87453337	May 17 2017	5686793	Feb 26 2019
ALMAY ONE COAT GET UP & GROW EXTREME LENGTH	86445742	Nov 5 2014	5050361	Sep 27 2016
ALMAY ONE COAT MULTI-BENEFIT	86959103	Mar 31 2016	5149450	Feb 28 2017
ALMAY SHADOW SQUAD	87499622	Jun 21 2017	5576817	Oct 2 2018
ALMAY SIMPLY AMERICAN	86349578	Jul 28 2014	4787287	Aug 4 2015
ALMAY SMART SHADE BUTTER KISS	86289315	May 22 2014	4791690	Aug 11 2015
Almay Stylized "A" logo (2017 version)	87427664	Apr 27 2017	5576719	Oct 2 2018
ALMAY THE COMPLETE LOOK	86716940	Aug 6 2015	5177213	Apr 4 2017
ALMAY WAKE-UP	77843625	Oct 7 2009	3975285	Jun 7 2011
BOLD NUDES	85662962	Jun 27 2012	4408217	Sep 24 2013
INTENSE I-COLOR	78384534	Mar 15 2004	3261921	Jul 10 2007
MEGAPHONE BRUSH	87183276	Sep 26 2016	5282700	Sep 5 2017
ONE COAT GET UP & GROW	77894472	Dec 15 2009	3990803	Jul 5 2011
REVEAL THE TRUE YOU	87572834	Aug 17 2017	5582002	Oct 9 2018
Small A Within Teardrop Shape Design	85680244	Jul 18 2012	4415814	Oct 8 2013
SMART SHADE	78583275	Mar 9 2005	3105258	Jun 13 2006
TRULY LASTING COLOR	77198691	Jun 6 2007	3481753	Aug 5 2008