

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM575665

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 Elizabeth Arden 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: 68

Property Type	Number	Word Mark
Registration Number:	4583480	ARAZINE
Registration Number:	3183911	CATALYST
Registration Number:	1957908	
Registration Number:	3012294	PREVAGE
Registration Number:	3838763	212 MS ARDEN
Registration Number:	3131019	5TH AVENUE AFTER FIVE
Registration Number:	5027584	ADVANCED MIX CONCENTRATE
Registration Number:	2532968	BARE PERFECTION
Registration Number:	5271844	BEACHSCAPE
Registration Number:	1625557	BLUE GRASS
Registration Number:	2841688	CERAMIDE PLUMP PERFECT
Registration Number:	5074306	CITY SMART
Registration Number:	1914462	EA
Registration Number:	2453605	EA NY ELIZABETH ARDEN SPLENDOR
Registration Number:	3861109	EIGHT HOUR
Registration Number:	539292	EIGHT HOUR
Registration Number:	545890	ELIZABETH ARDEN

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	557022	ELIZABETH ARDEN
Registration Number:	545592	ELIZABETH ARDEN
Registration Number:	1073947	ELIZABETH ARDEN
Registration Number:	1579710	ELIZABETH ARDEN
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

Property Type	Number	Word Mark
Registration Number:	5108107	
Registration Number:	5112490	
Registration Number:	930966	
Registration Number:	886679	
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

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:	02500-0360
NAME OF SUBMITTER:	Rebecca Schwartz
SIGNATURE:	/Rebecca Schwartz/
DATE SIGNED:	05/09/2020

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 Beautyge I, an exempted company incorporated under the law of Cayman Islands with limited liability, as Grantor (the "Grantor") in favor of BrandCo Elizabeth Arden 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.

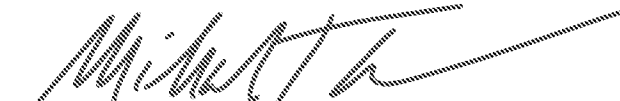
SECTION 5. Counterparts

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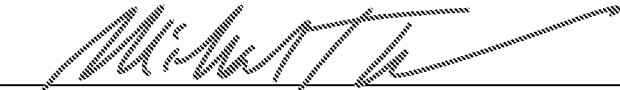
IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Beautyge I, as Grantor

By: 
Name: Michael T. Sheehan
Title: Director

Accepted and Agreed:

BrandCo Elizabeth Arden 2020 LLC

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

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

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

TRADEMARK	APP. NO.	REG. NO.	REG. DATE
ARAZINE	86/137152	4583480	Aug 12 2014
CATALYST	78/860226	3183911	Dec 12 2006
FLOWER LOGO	74/655,242	1,957,908	Feb 20 1996
PREVAGE	78/976266	3012294	Nov 1 2005
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

TRADEMARK	APP. NO.	REG. NO.	REG. DATE
FIRST DEFENSE	78/140,395	2843886	May 18 2004
FLAWLESS FINISH	73/472,179	1326524	Mar 26 1985
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