

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM579134

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Evolus, Inc.		06/01/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Oxford Finance LLC		
Street Address:	133 North Fairfax Street		
Internal Address:	Attn: Legal Department		
City:	Alexandria		
State/Country:	VIRGINIA		
Postal Code:	22314		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88793011	EVOLUX	
CORRESPONDENCE DATA			
Fax Number:	3102843894		
<i>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.</i>			
Phone:	4242393744		
Email:	susan.yates@btlaw.com		
Correspondent Name:	Susan Yates		
Address Line 1:	2029 Century Park E Ste 300		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
NAME OF SUBMITTER:	Susan Yates		
SIGNATURE:	/Susan Yates/		
DATE SIGNED:	06/02/2020		
Total Attachments: 4			
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**FIRST AMENDMENT TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This **FIRST AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT** ("**Amendment**") is entered into as of June 1, 2020, by and among OXFORD FINANCE LLC, as collateral agent for the Lenders (the "**Lenders**") described in the Loan Agreement (in such capacity, the "**Collateral Agent**") and EVOLUS, INC., a Delaware corporation ("**Grantor**").

RECITALS

A. On March 15, 2019, Collateral Agent and Grantor entered into that certain Intellectual Property Security Agreement (the "**Agreement**"), pursuant to which Grantor granted to Collateral Agent a security interest in certain Intellectual Property Collateral to secure the obligations of the Grantor in connection with that certain Loan and Security Agreement dated as of March 15, 2019, by and between Collateral Agent and Grantor (as the same may be amended, modified or supplemented from time to time, the "**LSA**"; capitalized terms used herein are used as defined in the LSA).

B. Pursuant to the terms of the LSA, Grantor granted to Collateral Agent a security interest in all of Grantor's right, title, and interest, whether presently existing or hereafter acquired, in, to and under all of the Trademarks (as defined in the LSA).

C. Collateral Agent and Grantor desire to include Exhibit C-1 hereto to add certain additional Trademarks not included on Exhibit C to the Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the LSA and any other Loan Document now existing or hereafter arising between Grantor and Collateral Agent, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

Exhibit C-1 attached hereto is hereby inserted into the Agreement immediately following the existing Exhibit C.

Except as set forth in this Amendment, all terms and provisions of the Agreement are hereby ratified and confirmed and shall be and remain unmodified and in full force. This Amendment supersedes any other purported modification of the Agreement, whether or not executed by the parties or any of them.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this First Amendment to Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantors:

EVOLUS, INC.

5200 Newport Center Drive
Suite 1200
Newport Beach, CA 92660
Attn: Lauren Silvermail, CFO

By: 
Name: Lauren Silvermail
Title: CFO & EVP Corporate Development

[Signature Page to First Amendment to Intellectual Property Security Agreement]

Address of Lender::

133 North Fairfax Street
Alexandria, VA 22314
Attn: Legal Department

COLLATERAL AGENT:

OXFORD FINANCE LLC

By: 

Name: Colette H. Featherly

Title: Senior Vice President

EXHIBIT C-1

Trademarks

<u>Company</u>	<u>Trademark</u>	<u>Registration No. / Application No.</u>	<u>Registration Date / Filing Date</u>
Evolus, Inc.	EVOLUX	88793011	02/11/2020