

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM594210

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Japonesque, LLC		08/24/2020	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Graycliff Mezzanine III LP		
Street Address:	c/o Graycliff Partners LP		
Internal Address:	500 Fifth Avenue, 47th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10110		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	88649596	VELVET TOUCH	
Serial Number:	88596920	OLIVER GRAY	
Registration Number:	4759527	MAKEUP ERASER	
Registration Number:	4759528	MAKEUP ERASER	
Registration Number:	4876242		
Serial Number:	90010692	THE ORIGINAL MAKEUP ERASER	
Serial Number:	90004819	THE ORIGINAL MAKEUP ERASER	
Serial Number:	90004815	THE ORIGINAL MAKEUP ERASER	
Serial Number:	90010688	THE ORIGINAL MAKEUP ERASER	
CORRESPONDENCE DATA			
Fax Number:	7044441111		
<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:	7044441124		
Email:	elaine.hunt@alston.com		
Correspondent Name:	Michele M. Glessner		
Address Line 1:	Alston & Bird LLP		
Address Line 2:	101 South Tryon Street, Suite 4000		

CH \$240.00 88649596

Address Line 4:	Charlotte, NORTH CAROLINA 28280-4000
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NAME OF SUBMITTER:	Elaine B. Hunt
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SIGNATURE:	/Elaine B. Hunt/
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DATE SIGNED:	08/26/2020
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

August 24, 2020

WHEREAS, Japonisque, LLC, a California limited liability company ("**Grantor**"), with an address at 2420 Camino Ramon, Suite 250, San Ramon, California 94583, owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, the Grantor is party to that certain Security and Pledge Agreement dated as of September 10, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), by and among the Grantor, certain Affiliates of the Grantor, and **Graycliff Mezzanine III LP**, as the Administrative Agent for the Lenders (in such capacity, the "**Agent**"), pursuant to which the Grantor granted a security interest to the Agent (for the benefit of itself and the Lenders) in the Trademark Collateral (as defined below) and is required to execute and deliver this Trademark Security Agreement (this "**Agreement**").

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meanings given to them in the Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to the Agent (for the benefit of itself and the Lenders) pursuant to the Security Agreement, Grantor hereby grants to the Agent (for the benefit of itself and the Lenders) a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the "**Trademark Collateral**");

- (i) all Trademarks, (including, without limitation, the trademarks set forth on Schedule A annexed hereto), all rights corresponding thereto and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof;
- (ii) all goodwill of such Grantor's business symbolized by the Trademarks associated therewith;
- (iii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral; and
- (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment of any of the foregoing.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 of the Security Agreement

attach to any "intent-to-use" (or similar) trademark applications for which a statement of use or an amendment to allege use has not been filed with the United States Patent and Trademark Office or other applicable governmental authority (but only until such statement or amendment is filed with the United States Patent and Trademark Office or other applicable governmental authority), and 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, or void or cause the abandonment or lapse of, such application or any registration that issues from such intent-to-use application under applicable law.

Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF TO THE EXTENT SUCH PRINCIPLES WOULD CAUSE THE APPLICATION OF THE LAW OF ANOTHER STATE, EXCEPT TO THE EXTENT THAT THE UCC PROVIDES THAT THE PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK, IN WHICH CASE THE LAWS OF SUCH JURISDICTION SHALL GOVERN WITH RESPECT TO THE PERFECTION OF THE SECURITY INTEREST IN, OR THE REMEDIES WITH RESPECT TO, SUCH PARTICULAR COLLATERAL.

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 for all purposes, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page to this Agreement by telecopy or electronic transmission (including Adobe pdf file) shall be as effective as delivery of a manually executed counterpart of this Agreement.

[The remainder of this page is 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.

JAPONESQUE, LLC

By: 
Name: Stephen Parks
Title: Vice President

Accepted and Agreed:

GRAYCLIFF MEZZANINE III LP,
as the Administrative Agent

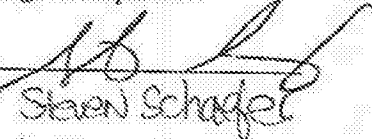
By: Graycliff Mezzanine III GP LP,
its general partner

By: Graycliff Mezzanine III GP Partners
LLC, its general partner

By:



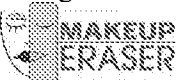
Name:

Title:


Steven Schaefer
Authorized Signor

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark Name	Country	Owner	Reg. No. (App. No.)	Reg. Date (App. Date)
VELVET TOUCH	United States	Japonesque, LLC	88/649,596	Registered 10/10/19
OLIVER GRAY	United States	Japonesque, LLC	88/596,920	Registered 8/28/19
MAKEUP ERASER	United States	Japonesque, LLC	4759527	Registered 6/23/15
MAKEUP ERASER & Design 	United States	Japonesque, LLC	4759528	Registered 6/23/15
Trade Dress (Boundary) 	United States	Japonesque, LLC	4876242	Registered 12/22/15
The Original <i>MakeUp Eraser</i>	United States	Japonesque, LLC	90010692	Application Date 6/19/2020
The Original <i>MakeUp Eraser</i>	United States	Japonesque, LLC	90004819	Application Date 6/16/2020
THE ORIGINAL MAKEUP ERASER	United States	Japonesque, LLC	90010688	Application Date 6/19/2020
THE ORIGINAL MAKEUP ERASER	United States	Japonesque, LLC	90004815	Application Date 6/16/2020
MAKEUP ERASER	Canada	Japonesque, LLC	TMA945094	8/3/16
MAKEUP ERASER & Design 	Canada	Japonesque, LLC	TMA945091	8/3/16