

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM609462

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PAULA'S CHOICE HOLDINGS, INC.		11/17/2020	Corporation: DELAWARE
Paula's Choice, LLC		11/17/2020	Limited Liability Company: WASHINGTON

## RECEIVING PARTY DATA

<b>Name:</b>	Morgan Stanley Senior Funding, Inc., as Collateral Agent
<b>Street Address:</b>	1300 Thames Street, 4th Floor
<b>City:</b>	Baltimore
<b>State/Country:</b>	MARYLAND
<b>Postal Code:</b>	21231
<b>Entity Type:</b>	Corporation: DELAWARE

## PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	4342431	BEAUTYPEDIA
Registration Number:	5036171	BEAUTYPEDIA
Registration Number:	3221345	THE COSMETICS COP
Registration Number:	4855145	EARTH SOURCED
Registration Number:	3226695	PAULA'S CHOICE
Registration Number:	3744513	PAULA'S CHOICE
Registration Number:	6010965	PAULA'S CHOICE
Registration Number:	6033311	PAULA'S CHOICE
Registration Number:	4269737	PAULA'S CHOICE CLEAR
Registration Number:	4336014	PAULA'S CHOICE RESIST
Registration Number:	4964965	PC4 MEN
Registration Number:	5052771	THE BEST SKIN OF YOUR LIFE STARTS HERE
Registration Number:	5036172	B
Registration Number:	5036173	PC
Serial Number:	88772157	CLEAR PAULA'S CHOICE
Serial Number:	88772138	RESIST PAULA'S CHOICE
Serial Number:	88772142	CLINICAL PAULA'S CHOICE

CH \$590.00 4342431

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	88772172	BOOST PAULA'S CHOICE
Serial Number:	88772165	CLEAR PAULA'S CHOICE 1 PORE NORMALIZINGC
Serial Number:	88772140	RESIST NORMAL · OILY COMBINATION PAULA'S
Serial Number:	88772148	CLINICAL PAULA'S CHOICE 1% RETINOL TREAT
Serial Number:	88772175	BOOST PAULA'S CHOICE C15 SUPER BOOSTER 1
Serial Number:	90241975	BEAUTY BEGINS WITH TRUTH

**CORRESPONDENCE DATA**

**Fax Number:** 2028357586  
**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.**  
**Phone:** 202-835-7500  
**Email:** dcip@milbank.com  
**Correspondent Name:** Javier J. Ramos  
**Address Line 1:** 1850 K Street, NW, Suite 1100  
**Address Line 2:** Milbank, LLP  
**Address Line 4:** Washington, D.C. 20006

<b>ATTORNEY DOCKET NUMBER:</b>	27280.00086
<b>NAME OF SUBMITTER:</b>	Javier J. Ramos
<b>SIGNATURE:</b>	/Javier J. Ramos/
<b>DATE SIGNED:</b>	11/18/2020

**Total Attachments: 58**  
source=9. Project Dahlia - Intellectual Property Security Agreement [Executed]#page1.tif  
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**IP Security Agreement**”) dated November 17, 2020, is among the Persons listed on the signature pages hereof (collectively, the “**Grantors**”) and Morgan Stanley Senior Funding, Inc., as collateral agent (the “**Collateral Agent**”) for the Secured Parties (as defined in the Credit Agreement referred to below).

**WHEREAS**, PAULA’S CHOICE HOLDINGS, INC., a Delaware corporation (the “**Borrower**”), has entered into (i) the Credit Agreement dated as of November 17, 2020 (as it may hereafter be amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time, the “**Credit Agreement**”) among the Borrower, PAULA’S CHOICE ACQUISITIONCO, INC., a Delaware corporation (“**Holdings**”), each lender from time to time party thereto, each L/C Issuer party thereto and MORGAN STANLEY SENIOR FUNDING, INC., as Administrative Agent, Collateral Agent and an L/C Issuer, and (ii) the Security Agreement dated as of November 17, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Grantors from time to time party thereto and the Collateral Agent. Capitalized terms defined in the Credit Agreement or the Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

**WHEREAS**, as a condition precedent to the making of the Loans by the Lenders from time to time and the issuance of Letters of Credit by the L/C Issuers from time to time, the entry into Secured Hedge Agreements by the Hedge Banks from time to time and the entry into Secured Cash Management Agreements by the Cash Management Banks from time to time, each Grantor has executed and delivered that certain Security Agreement dated as of November 17, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Grantors from time to time party thereto and the Collateral Agent.

**WHEREAS**, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed thereunder to execute this IP Security Agreement for recording with the USPTO and/or the USCO, as applicable.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

Section 1. Grant of Security. Each Grantor hereby collaterally assigns and pledges to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, and each Grantor hereby grants to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, a security interest in and to all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired by the undersigned (the “**Collateral**”):

(i) all patents and patent applications, including, without limitation, those set forth in Schedule A hereto (the “**Patents**”);

(ii) all trademark and service mark registrations and applications, including, without limitation, those set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and so long as, the creation of a security interest therein or the assignment thereof would result in the loss of any material rights therein), together with the goodwill symbolized thereby (the “**Trademarks**”);

(iii) all copyrights, whether registered or unregistered, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the “**Copyrights**”);

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing;

*provided* that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (vi), the security interest created hereby shall not extend to, and the term “Collateral” shall not include, any Excluded Property.

Section 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Secured Documents (as such Secured Documents may be amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations that would be owed by such Grantor to any Secured Party under the Secured Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving a Loan Party.

Section 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.

Section 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Intellectual Property Security Agreement and each amendment, waiver and consent with respect hereto by telecopier, .pdf or other electronic transmission or any electronic signature complying with the U.S. federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method shall be effective as delivery of an original executed counterpart thereof and shall be valid and effective for all purposes to the fullest extent permitted by applicable Law.

Section 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

Section 6. Governing Law; Jurisdiction; Etc.

(a) THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

(b) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY IN THE BOROUGH OF MANHATTAN AND OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK SITTING IN THE BOROUGH OF MANHATTAN, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS IP SECURITY AGREEMENT SHALL AFFECT ANY RIGHT THAT THE COLLATERAL AGENT, ANY LENDER OR ANY L/C ISSUER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS IP SECURITY AGREEMENT OR THE RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT AGAINST ANY LOAN PARTY OR ITS PROPERTIES IN THE COURTS

OF ANY JURISDICTION.


(c) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT IN ANY COURT REFERRED TO IN CLAUSE (b) OF THIS SECTION 6. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.02 OF THE CREDIT AGREEMENT. NOTHING IN THIS IP SECURITY AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.


(e) EACH PARTY TO THIS IP SECURITY AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS IP SECURITY AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS IP SECURITY AGREEMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS IP SECURITY AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF SECTION 10.17 OF THE CREDIT AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

**IN WITNESS WHEREOF**, each Grantor and the Collateral Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above

**PAULA'S CHOICE HOLDINGS, INC.**

By:   
Name: Hassan Natha  
Title: Chief Financial Officer

**PAULA'S CHOICE, LLC**

By:   
Name: Hassan Natha  
Title: Chief Financial Officer

*[Signature Page to Intellectual Property Security Agreement]*



**MORGAN STANLEY SENIOR FUNDING,  
INC.**

as Collateral Agent

By:   
Name: Brendan MacBride  
Title: Authorized Signatory

*[Signature Page to Intellectual Property Security Agreement]*

**Schedule A**

**Issued Patents:**

None.

**Schedule B**

**Registered Trademarks:**

See attached.

Paula's Choice - Trademark Portfolio

All filings owned by Paula's Choice, LLC

Mark	Country	Classes	App. No.	App. Date	Reg. No.	Reg. Date	Status
BEAUTYPEDIA	CANADA	000	1,360,815	8/23/2007	TMA834,084	10/10/2012	Registered
BEAUTYPEDIA	CHINA	009	20563238	7/7/2016	20563238	8/28/2017	Registered
BEAUTYPEDIA	CHINA	035	20563237	7/7/2016	20563237	8/28/2017	Registered
BEAUTYPEDIA	CHINA	042	20563236	7/7/2016	20563236	8/28/2017	Registered
BEAUTYPEDIA	EUROPEAN UNION	044	6223226	8/23/2007	6223226	7/4/2008	Registered
BEAUTYPEDIA	UNITED STATES	044	85746157	10/4/2012	4342431	5/28/2013	Registered
BEAUTYPEDIA	UNITED STATES	009	86891256	1/29/2016	5036171	9/6/2016	Registered
BEAUTYPEDIA	SOUTH AFRICA	035	2011/06683	3/22/2011	2011/06683	11/5/2012	Registered
COSMETICS COP	CANADA	000	1,331,816	1/18/2007	TMA722,816	9/2/2008	Registered
COSMETICS COP	TAIWAN	003, 035	96054930	11/21/2007	1320569	7/16/2008	Registered
THE COSMETICS COP	UNITED STATES	035, 041	78560902	2/4/2005	3221345	3/27/2007	Registered
COSMETICS COP	WIPO	035, 041	WO1078216	4/27/2011	WO1078216	4/27/2011	Registered
COSMETICS COP	AUSTRALIA	035, 041	WO1078216	4/27/2011	WO1078216	1/11/2012	Registered
COSMETICS COP	JAPAN	035, 041	WO1078216	4/27/2011	WO1078216	11/2/2012	Registered
COSMETICS COP	KAZAKHSTAN	035, 041	WO1078216	4/27/2011	WO1078216	12/1/2012	Registered
COSMETICS COP	RUSSIA	035, 041	WO1078216	4/27/2011	WO1078216	9/17/2012	Registered
COSMETICS COP	SOUTH AFRICA	035	2011/06681	3/22/2011	2011/06681	1/25/2013	Registered
COSMETICS COP	SOUTH AFRICA	041	2011/06682	3/22/2011	2011/06682	1/25/2013	Registered
EARTH SOURCED	TAIWAN	003	100057274	11/8/2011	1533120	9/1/2012	Registered
EARTH SOURCED	UNITED STATES	003	86590640	4/8/2015	4855145	11/17/2015	Registered
EARTH SOURCED	WIPO	003	WO967453	6/13/2008	WO967453	6/13/2008	Registered
EARTH SOURCED	EUROPEAN UNION	003	WO967453	6/13/2008	WO967453	5/25/2009	Registered
PAULA'S CHOICE	AUSTRALIA	035, 044	1886738	11/13/2017	1886738	6/13/2018	Registered
PAULA'S CHOICE	BRAZIL	003	909314870	4/29/2015	909314870	8/22/2017	Registered
PAULA'S CHOICE	BRAZIL	035	909314829	4/29/2015	909314829	8/22/2017	Registered
PAULA'S CHOICE	BENELUX	003, 035, 039	1292522	7/9/2014	0961250	11/3/2014	Registered
PAULA'S CHOICE	CANADA	000	1,331,815	1/18/2007	TMA705,697	1/25/2008	Registered
PAULA'S CHOICE	SWITZERLAND	003, 035, 041, 044	08280/2019	6/19/2019	742083	1/29/2020	Registered

Paula's Choice - Trademark Portfolio

All filings owned by Paula's Choice, LLC

Mark	Country	Classes	App. No.	App. Date	Reg. No.	Reg. Date	Status
PAULA'S CHOICE	CHINA	035	10460325	2/3/2012	10460325	3/28/2013	Registered
PAULA'S CHOICE	CHINA	042	10460341	2/3/2012	10460341	3/28/2013	Registered
PAULA'S CHOICE	CHINA	003	13278428	9/23/2013	13278428	4/7/2015	Registered
PAULA'S CHOICE	CHINA	021	20563223	7/7/2016	20563223	8/28/2017	Registered
PAULA'S CHOICE	CHINA	044	20563222	7/7/2016	20563222	8/28/2017	Registered
PAULA'S CHOICE	CHINA	003	30863623	5/11/2018			Pending
PAULA'S CHOICE	CHINA	005	44260187	2/28/2020			Pending
PAULA'S CHOICE	CHINA	009	49090771	8/20/2020			Pending
PAULA'S CHOICE	CHINA	014	49080727	8/20/2020			Pending
PAULA'S CHOICE	CHINA	018	49100681	8/20/2020			Pending
PAULA'S CHOICE	CHINA	025	49097759	8/20/2020			Pending
PAULA'S CHOICE	EUROPEAN UNION	003, 035, 044	5631494	1/22/2007	5631494	1/1/2008	Registered
PAULA'S CHOICE	HONG KONG	003	301391364	7/24/2009	301391364	11/27/2009	Registered
PAULA'S CHOICE	HONG KONG	035	304333644AA	11/13/2017	304333644AA	11/19/2018	Registered
PAULA'S CHOICE	HONG KONG	044	304333644AB	11/13/2017	304333644AB	8/9/2018	Registered
PAULA'S CHOICE	HONG KONG	041	304965724	6/19/2019			Pending
PAULA'S CHOICE	HONG KONG	005	305185116	2/5/2020			Published
PAULA'S CHOICE	INDONESIA	003, 005, 009, 016, 035, 044	D0020170271	6/14/2017	IDM000628391	7/23/2018	Registered
PAULA'S CHOICE	INDIA	003, 035	2488865	3/4/2013	2488865	10/18/2016	Registered
PAULA'S CHOICE	JAPAN	003, 035, 044	2019-089174	6/26/2019			Pending
PAULA'S CHOICE	SOUTH KOREA	035, 044	40-2017-143814	11/13/2017	40-1441779	1/29/2019	Registered
PAULA'S CHOICE	MYANMAR	003, 035, 044	4/5718/2016	4/29/2016	4/5718/2016	4/29/2016	Registered
PAULA'S CHOICE	MACAO	003	N/155891	6/19/2019			Published
PAULA'S CHOICE	MACAO	035	N/155892	6/19/2019			Published
PAULA'S CHOICE	MACAO	041	N/155893	6/19/2019	N/155893	1/8/2020	Registered
PAULA'S CHOICE	MACAO	044	N/155894	6/19/2019			Published
PAULA'S CHOICE	MEXICO	003	1421777	10/11/2013	1489407	10/17/2014	Registered
PAULA'S CHOICE	MEXICO	035	1421775	10/11/2013	1501053	12/8/2014	Registered

Paula's Choice - Trademark Portfolio

All filings owned by Paula's Choice, LLC

Mark	Country	Classes	App. No.	App. Date	Reg. No.	Reg. Date	Status
PAULA'S CHOICE	MEXICO	003	2025571	3/22/2018	1919520	9/6/2018	Registered
PAULA'S CHOICE	MEXICO	035	2025573	3/22/2018	2042233	9/26/2019	Registered
PAULA'S CHOICE	MEXICO	044	2025570	3/22/2018	1892028	6/5/2018	Registered
PAULA'S CHOICE	MALAYSIA	003	9020550	11/20/2009	9020550	6/29/2011	Registered
PAULA'S CHOICE	MALAYSIA	035	2017072465	11/13/2017			Pending
PAULA'S CHOICE	MALAYSIA	035	2017072465	11/13/2017			Pending
PAULA'S CHOICE	MALAYSIA	044	2017072466	11/13/2017			Pending
PAULA'S CHOICE	MALAYSIA	041	TM2019021808	6/19/2019			Pending
PAULA'S CHOICE	NORWAY	003, 005, 035, 044	201802269	2/15/2018	302576	2/25/2019	Registered
PAULA'S CHOICE	NEW ZEALAND	003, 035	1021976	6/23/2015	1021976	12/24/2015	Registered
PAULA'S CHOICE	PHILIPPINES	003	42009011755	11/17/2009	42009011755	5/13/2010	Registered
PAULA'S CHOICE	PHILIPPINES	035, 044	4-2017-018583	11/17/2017	4-2017-018583	2/22/2018	Registered
PAULA'S CHOICE	SAUDI ARABIA	003	1435017833	7/17/2014	1435017833	12/17/2014	Registered
PAULA'S CHOICE	SAUDI ARABIA	035	1435017834	7/17/2014	1435017834	12/17/2014	Registered
PAULA'S CHOICE	SINGAPORE	035, 044	40201723087P	11/22/2017	40201723087P	8/30/2018	Registered
PAULA'S CHOICE	SINGAPORE	005	40202002390Q	2/6/2020	40202002390Q	6/30/2020	Registered
PAULA'S CHOICE	THAILAND	005	180109105	3/23/2018			Pending
PAULA'S CHOICE	THAILAND	035	180109106	3/23/2018			Pending
PAULA'S CHOICE	THAILAND	044	180109107	3/23/2018			Pending
PAULA'S CHOICE	TURKEY	003, 035	201428925	4/8/2014	201428925	3/13/2015	Registered
PAULA'S CHOICE	TAIWAN	003, 035	96054931	11/21/2007	1320570	7/16/2008	Registered
PAULA'S CHOICE	TAIWAN	035, 041, 044	108039052	6/19/2019	02064138	6/1/2020	Registered
PAULA'S CHOICE	TAIWAN	003, 035	108067641	10/16/2019	02080750	8/16/2020	Registered
PAULA'S CHOICE	UNITED STATES	003	78560888	2/4/2005	3226695	4/10/2007	Registered
PAULA'S CHOICE	UNITED STATES	035	77770020	6/29/2009	3744513	2/2/2010	Registered
PAULA'S CHOICE	UNITED STATES	041, 044	88234791	12/19/2018	6010965	3/17/2020	Registered
PAULA'S CHOICE	UNITED STATES	005	88622797	9/19/2019	6033311	4/14/2020	Registered
PAULA'S CHOICE	VIETNAM	035, 044	4-2018-05822	2/28/2018	353468	6/15/2020	Registered

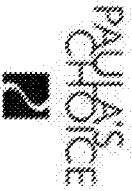
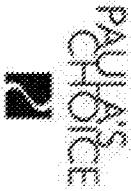
Paula's Choice - Trademark Portfolio

All filings owned by Paula's Choice, LLC

Mark	Country	Classes	App. No.	App. Date	Reg. No.	Reg. Date	Status
PAULA'S CHOICE	WIPO	003	WO966692	6/10/2008	WO966692	6/10/2008	Registered
PAULA'S CHOICE	AUSTRALIA	003	WO966692	6/10/2008	WO966692	1/19/2009	Registered
PAULA'S CHOICE	SOUTH KOREA	003	WO966692	6/10/2008	WO966692	12/8/2009	Registered
PAULA'S CHOICE	KAZAKHSTAN	003	WO966692	6/10/2008	WO966692	12/1/2012	Registered
PAULA'S CHOICE	SINGAPORE	003	WO966692	6/10/2008	WO966692	5/5/2009	Registered
PAULA'S CHOICE	VIETNAM	003	WO966692	6/10/2008	WO966692	8/5/2011	Registered
PAULA'S CHOICE	WIPO	035	WO1025626	12/15/2009	WO1025626	12/15/2009	Registered
PAULA'S CHOICE	KAZAKHSTAN	035	WO1025626	12/15/2009	WO1025626	12/1/2012	Registered
PAULA'S CHOICE	VIETNAM	035	WO1025626	12/15/2009	WO1025626	8/5/2011	Registered
PAULA'S CHOICE	WIPO	041, 044	WO1508972	6/18/2019	WO1508972	6/18/2019	Registered
PAULA'S CHOICE	AUSTRALIA	041	WO1508972	6/18/2019	WO1508972	7/27/2020	Registered
PAULA'S CHOICE	CANADA	041, 044	WO1508972	6/18/2019			Pending
PAULA'S CHOICE	CHINA	041	WO1508972	6/18/2019	WO1508972	5/13/2020	Registered
PAULA'S CHOICE	EUROPEAN UNION	041	WO1508972	6/18/2019	WO1508972	6/22/2020	Registered
PAULA'S CHOICE	INDONESIA	041	WO1508972	6/18/2019	WO1508972	9/8/2020	Registered
PAULA'S CHOICE	INDIA	041, 044	WO1508972	6/18/2019			Published
PAULA'S CHOICE	SOUTH KOREA	041	WO1508972	6/18/2019			Pending
PAULA'S CHOICE	NORWAY	041	WO1508972	6/18/2019			Pending
PAULA'S CHOICE	NEW ZEALAND	041, 044	WO1508972	6/18/2019	WO1508972	9/1/2020	Registered
PAULA'S CHOICE	PHILIPPINES	041	WO1508972	6/18/2019	WO1508972	6/28/2020	Registered
PAULA'S CHOICE	SINGAPORE	041	WO1508972	6/18/2019	WO1508972	10/2/2020	Registered
PAULA'S CHOICE	THAILAND	041	WO1508972	6/18/2019			Pending
PAULA'S CHOICE	VIETNAM	041	WO1508972	6/18/2019			Pending
PAULA'S CHOICE	SOUTH AFRICA	003	2011/06679	3/22/2011	2011/06679	1/25/2013	Registered
PAULA'S CHOICE	SOUTH AFRICA	035	2011/06680	3/22/2011	2011/06680	1/25/2013	Registered

Paula's Choice - Trademark Portfolio

All filings owned by Paula's Choice, LLC

Mark	Country	Classes	App. No.	App. Date	Reg. No.	Reg. Date	Status
PAULA'S CHOICE and Design (Stacked) 	INDONESIA	003	D00.2007.020 411	6/26/2007	IDM00188456	12/31/2008	Registered
PAULA'S CHOICE and Design (Stacked) 	INDONESIA	044	J00.2007.0204 13	6/26/2007	IDM000187363	12/10/2008	Registered
PAULA'S CHOICE CLEAR	UNITED STATES	003	85550255	2/22/2012	4269737	1/1/2013	Registered
PAULA'S CHOICE RESIST	UNITED STATES	003	85550249	2/22/2012	4336014	5/14/2013	Registered



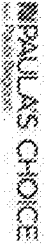

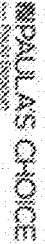
Paula's Choice - Trademark Portfolio

All filings owned by Paula's Choice, LLC

Mark	Country	Classes	App. No.	App. Date	Reg. No.	Reg. Date	Status
PAULA'S CHOICE TAIWAN FROM PAULA BEGOUN (Stylized)	TAIWAN	035	100014250	3/24/2011	1496984	1/1/2012	Registered
PAULA'S CHOICE <small>Trademark of Paula's Choice, LLC</small>	TAIWAN	035	100014250	3/24/2011	1496984	1/1/2012	Registered
PC4MEN Logo	UNITED STATES	003	86104934	10/29/2013	4964965	5/24/2016	Registered
PC4MEN Logo	UNITED STATES	003	86104934	10/29/2013	4964965	5/24/2016	Registered
PC4MEN Logo	WIPO	003	WO1210494	4/24/2014	WO1210494	4/24/2014	Registered
PC4MEN Logo	WIPO	003	WO1210494	4/24/2014	WO1210494	4/24/2014	Registered

Paula's Choice - Trademark Portfolio

All filings owned by Paula's Choice, LLC

Mark	Country	Classes	App. No.	App. Date	Reg. No.	Reg. Date	Status
PAULA'S CHOICE FROM PAULA BEGOUN and Design 	THAILAND	035	927452	2/24/2014	Bot68769	12/2/2015	Registered
PAULA'S CHOICE FROM PAULA BEGOUN and Design 	THAILAND	044	927453	2/24/2014	Bot69854	2/2/2016	Registered
PAULA'S CHOICE FROM PAULA BEGOUN and Design 	THAILAND	003	180109108	3/23/2018			Pending

Paula's Choice - Trademark Portfolio

All filings owned by Paula's Choice, LLC

Mark	Country	Classes	App. No.	App. Date	Reg. No.	Reg. Date	Status
PAULA'S CHOICE and Paula in Chinese Characters	TAIWAN	035	100014252	3/24/2011	1496985	1/1/2012	Registered
寶拉 PAULA'S CHOICE	TAIWAN	035	100014256	3/24/2011	1496986	1/1/2012	Registered
PAULA'S CHOICE and Paula's Choice in Chinese Characters							
寶拉珍選 PAULA'S CHOICE	TAIWAN	035	101002377	1/16/2012	1537502	9/16/2012	Registered
PAULA (Chinese Characters)	TAIWAN	035					
寶拉	TAIWAN	035					

Paula's Choice - Trademark Portfolio

All filings owned by Paula's Choice, LLC

Mark	Country	Classes	App. No.	App. Date	Reg. No.	Reg. Date	Status
PAULA'S CHOICE in Chinese Characters (Taiwan)	TAIWAN	035	101002379	1/16/2012	1537503	9/16/2012	Registered
寶拉珍選	TAIWAN	035	101002379	1/16/2012	1537503	9/16/2012	Registered
THE BEST SKIN OF YOUR LIFE STARTS HERE	UNITED STATES	003, 035, 044	86747826	9/4/2015	5052771	10/4/2016	Registered
THE BEST SKIN OF YOUR LIFE STARTS HERE	WIPO	003, 035, 044	WO1299437	3/2/2016	WO1299437	3/2/2016	Registered
PAULA'S CHOICE in Chinese Characters (China - Original Filing)	CHINA	003	17193697	6/12/2015			Pending
寶拉珍選	CHINA	003	17193697	6/12/2015			Pending

Paula's Choice - Trademark Portfolio

All filings owned by Paula's Choice, LLC

Mark	Country	Classes	App. No.	App. Date	Reg. No.	Reg. Date	Status
PAULA'S CHOICE in Chinese Characters (China - Original Filing)	CHINA	003	13131514	8/23/2013	13131514	4/14/2016	Registered
宝拉珍选	CHINA	035	10460228	2/3/2012	10460228	3/28/2013	Registered
PAULA'S CHOICE in Chinese Characters (China - Original Filing)	CHINA	035	10460228	2/3/2012	10460228	3/28/2013	Registered
宝拉珍选	CHINA	035	10460228	2/3/2012	10460228	3/28/2013	Registered

Paula's Choice - Trademark Portfolio

All filings owned by Paula's Choice, LLC

Mark	Country	Classes	App. No.	App. Date	Reg. No.	Reg. Date	Status
PAULA'S CHOICE in Chinese Characters (China - Original Filing)	CHINA	042	10460216	2/3/2012	10460216	3/28/2013	Registered
宝拉珍选	CHINA	044	20563229	7/7/2016	20563229	8/28/2017	Registered
PAULA'S CHOICE in Chinese Characters (China - Original Filing)	CHINA	044	20563229	7/7/2016	20563229	8/28/2017	Registered
宝拉珍选	CHINA	044	20563229	7/7/2016	20563229	8/28/2017	Registered

Paula's Choice - Trademark Portfolio

All filings owned by Paula's Choice, LLC

Mark	Country	Classes	App. No.	App. Date	Reg. No.	Reg. Date	Status
PAULA'S CHOICE in Chinese Characters (China - Original Filing)	CHINA	021	20563230A	7/7/2016	20563230A	10/7/2017	Registered
宝拉珍选	CHINA	003	30843903	5/11/2018			Pending
PAULA'S CHOICE in Chinese Characters (China - Original Filing)							

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Mark	Country	Classes	App. No.	App. Date	Reg. No.	Reg. Date	Status
PAULA'S CHOICE in Chinese Characters (China - Original Filing)	CHINA	005	49107481	8/20/2020			Pending
宝拉珍选	CHINA	009	49106286	8/20/2020			Pending
PAULA'S CHOICE in Chinese Characters (China - Original Filing)							
宝拉珍选	CHINA	009	49106286	8/20/2020			Pending



Paula's Choice - Trademark Portfolio

All filings owned by Paula's Choice, LLC

Mark	Country	Classes	App. No.	App. Date	Reg. No.	Reg. Date	Status
PAULA'S CHOICE in Chinese Characters (China - Original Filing)	CHINA	014	49095338	8/20/2020			Pending
宝拉珍选	CHINA	018	49100169	8/20/2020			Pending
PAULA'S CHOICE in Chinese Characters (China - Original Filing)							
宝拉珍选	CHINA	018	49100169	8/20/2020			Pending

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All filings owned by Paula's Choice, LLC

Mark	Country	Classes	App. No.	App. Date	Reg. No.	Reg. Date	Status
PAULA'S CHOICE in Chinese Characters (China - Original Filing)	CHINA	025	49095062	8/20/2020			Pending
宝拉珍选	CHINA	041	49101239	8/20/2020			Pending
PAULA'S CHOICE in Chinese Characters (China - Original Filing)							
宝拉珍选	CHINA						

Paula's Choice - Trademark Portfolio

All filings owned by Paula's Choice, LLC

Mark	Country	Classes	App. No.	App. Date	Reg. No.	Reg. Date	Status
PAULA'S CHOICE and Design (Linear - Color) 	CHINA	003	17193907	6/12/2015			Pending
B Logo 	UNITED STATES	009	86891261	1/29/2016	5036172	9/6/2016	Registered
PC Logo 	UNITED STATES	035, 044	86891264	1/29/2016	5036173	9/6/2016	Registered

Paula's Choice - Trademark Portfolio

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Mark	Country	Classes	App. No.	App. Date	Reg. No.	Reg. Date	Status
PAULA'S CHOICE SKINCARE and Design	CHINA	003	20563228	7/7/2016			Pending
PAULA'S CHOICE SKINCARE and Design	CHINA	021	20563227	7/7/2016	20563227	8/28/2017	Registered
PAULA'S CHOICE SKINCARE and Design	CHINA	035	20563226	7/7/2016	20563226	8/28/2017	Registered

Paula's Choice - Trademark Portfolio

All filings owned by Paula's Choice, LLC

Mark	Country	Classes	App. No.	App. Date	Reg. No.	Reg. Date	Status
PAULA'S CHOICE SKINCARE and Design	CHINA	042	20563225	7/7/2016	20563225	8/28/2017	Registered
PAULA'S CHOICE SKINCARE and Design	CHINA	044	20563224	7/7/2016	20563224	8/28/2017	Registered
Swoosh Logo	CHINA	003	20563235	7/7/2016	20563235	10/21/2017	Registered
PAULA'S CHOICE DEFENSE	HONG KONG	003	304360446	12/7/2017	304360446	5/10/2018	Registered





Paula's Choice - Trademark Portfolio

All filings owned by Paula's Choice, LLC

Mark	Country	Classes	App. No.	App. Date	Reg. No.	Reg. Date	Status
PAULA'S CHOICE DEFENSE	SOUTH KOREA	003	40-2017-157110	12/7/2017	40-1397964	9/17/2018	Registered
PAULA'S CHOICE DEFENSE	TAIWAN	003	106077602	12/7/2017	01928487	8/1/2018	Registered
PAULA'S CHOICE in Korean Characters							
폴라초이스	SOUTH KOREA	003, 035, 041, 044	40-2019-87476	6/5/2019	40-1623867	7/10/2020	Registered
PAULA CHOICE in Korean Characters							
폴라초이스	SOUTH KOREA	003, 035, 041, 044	40-2019-97095	6/24/2019	40-1623868	7/10/2020	Registered
PAULA BEGOUN SKINCARE	JAPAN	003, 035, 044	2019-089175	6/26/2019			Pending




Paula's Choice - Trademark Portfolio

All filings owned by Paula's Choice, LLC

Mark	Country	Classes	App. No.	App. Date	Reg. No.	Reg. Date	Status
CLEAR PAULA'S CHOICE Trade Dress 	UNITED STATES	003, 005	88772157	1/24/2020			Allowed
CLEAR PAULA'S CHOICE Trade Dress 	CANADA	003, 005	A0098537	7/23/2020			Pending
CLEAR PAULA'S CHOICE Trade Dress 	EUROPEAN UNION	003, 005	A0098537	7/23/2020			Pending

Paula's Choice - Trademark Portfolio


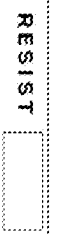
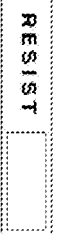
All filings owned by Paula's Choice, LLC

Mark	Country	Classes	App. No.	App. Date	Reg. No.	Reg. Date	Status
<p>CLEAR PAULA'S CHOICE</p> <p>Trade Dress</p> 	UNITED KINGDOM	003, 005	A0098537	7/23/2020			Pending
<p>CLEAR PAULA'S CHOICE</p> <p>Trade Dress</p> 	WIPO	003, 005	A0098537	7/23/2020			Pending
<p>RESIST PAULA'S CHOICE</p> <p>Trade Dress</p> <p>RESIST </p> <p>PAULA'S CHOICE</p>	UNITED STATES	003	88772138	1/24/2020			Allowed




Paula's Choice - Trademark Portfolio

All filings owned by Paula's Choice, LLC

Mark	Country	Classes	App. No.	App. Date	Reg. No.	Reg. Date	Status
<b>RESIST PAULA'S CHOICE</b> Trade Dress 	CANADA	003	A0098538	7/23/2020			Pending
<b>RESIST PAULA'S CHOICE</b> Trade Dress 	EUROPEAN UNION	003	A0098538	7/23/2020			Pending
<b>RESIST PAULA'S CHOICE</b> Trade Dress 	UNITED KINGDOM	003	A0098538	7/23/2020			Pending

Paula's Choice - Trademark Portfolio

All filings owned by Paula's Choice, LLC

Mark	Country	Classes	App. No.	App. Date	Reg. No.	Reg. Date	Status
<b>RESIST PAULA'S CHOICE</b> Trade Dress 	WIPO	003	A0098538	7/23/2020			Pending
<b>PAULA'S CHOICE</b>							
<b>CLINICAL PAULA'S CHOICE</b> Trade Dress	UNITED STATES	003	88772142	1/24/2020			Allowed
<b>CLINICAL PAULA'S CHOICE</b> Trade Dress	CANADA	003	WO1548651	7/23/2020			Pending

Paula's Choice - Trademark Portfolio

All filings owned by Paula's Choice, LLC

Mark	Country	Classes	App. No.	App. Date	Reg. No.	Reg. Date	Status
<b>CLINICAL PAULA'S CHOICE</b> Trade Dress	EUROPEAN UNION	003	WO1548651	7/23/2020			Published
<b>CLINICAL PAULA'S CHOICE</b> Trade Dress	UNITED KINGDOM	003	WO1548651	7/23/2020			Pending
<b>CLINICAL PAULA'S CHOICE</b> Trade Dress	WIPO	003	WO1548651	7/23/2020	WO1548651	7/23/2020	Registered

Paula's Choice - Trademark Portfolio

All filings owned by Paula's Choice, LLC

Mark	Country	Classes	App. No.	App. Date	Reg. No.	Reg. Date	Status
<b>BOOST PAULA'S CHOICE</b> Trade Dress	UNITED STATES	003, 005	88772172	1/24/2020			Allowed
<b>BOOST PAULA'S CHOICE</b> Trade Dress	CANADA	003, 005	A0098540	7/23/2020			Pending
<b>BOOST PAULA'S CHOICE</b> Trade Dress	EUROPEAN UNION	003, 005	A0098540	7/23/2020			Pending

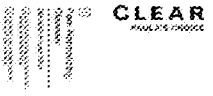
Paula's Choice - Trademark Portfolio

*All filings owned by Paula's Choice, LLC*

Mark	Country	Classes	App. No.	App. Date	Reg. No.	Reg. Date	Status
<b>BOOST PAULA'S CHOICE</b> Trade Dress	UNITED KINGDOM	003, 005	A0098540	7/23/2020			Pending
<b>BOOST PAULA'S CHOICE</b> Trade Dress	WIPO	003, 005	A0098540	7/23/2020			Pending

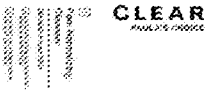
Paula's Choice - Trademark Portfolio

All filings owned by Paula's Choice, LLC

Mark	Country	Classes	App. No.	App. Date	Reg. No.	Reg. Date	Status
<p>CLEAR PAULA'S CHOICE 1                      PORE NORMALIZING                      CLEANSER BLEMISH-PRONE                      SKIN DISSOLVES PORE-                      CLOGGING OIL, MAKEUP &amp;                      IMPURITIES FOAMING                      GEL RINSES CLEAN                      WITHOUT DRYING SKIN                      Trade Dress</p> 	UNITED STATES	003, 005	88772165	1/24/2020			Pending

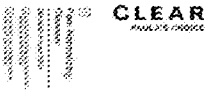
Paula's Choice - Trademark Portfolio

All filings owned by Paula's Choice, LLC

Mark	Country	Classes	App. No.	App. Date	Reg. No.	Reg. Date	Status
<p>CLEAR PAULA'S CHOICE 1                      PORE NORMALIZING                      CLEANSER BLEMISH-PRONE                      SKIN DISSOLVES PORE-                      CLOGGING OIL, MAKEUP &amp;                      IMPURITIES FOAMING                      GEL RINSES CLEAN                      WITHOUT DRYING SKIN                      Trade Dress</p> 	CANADA	003, 005	A0098541	7/23/2020			Pending

Paula's Choice - Trademark Portfolio

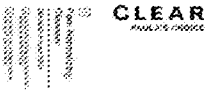
All filings owned by Paula's Choice, LLC

Mark	Country	Classes	App. No.	App. Date	Reg. No.	Reg. Date	Status
<p>CLEAR PAULA'S CHOICE 1                      PORE NORMALIZING                      CLEANSER BLEMISH-PRONE                      SKIN DISSOLVES PORE-                      CLOGGING OIL, MAKEUP &amp;                      IMPURITIES FOAMING                      GEL RINSES CLEAN                      WITHOUT DRYING SKIN                      Trade Dress</p> 	EUROPEAN UNION	003, 005	A0098541	7/23/2020			Pending



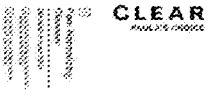
Paula's Choice - Trademark Portfolio

All filings owned by Paula's Choice, LLC

Mark	Country	Classes	App. No.	App. Date	Reg. No.	Reg. Date	Status
<p>CLEAR PAULA'S CHOICE 1                      PORE NORMALIZING                      CLEANSER BLEMISH-PRONE                      SKIN DISSOLVES PORE-                      CLOGGING OIL, MAKEUP &amp;                      IMPURITIES FOAMING                      GEL RINSES CLEAN                      WITHOUT DRYING SKIN                      Trade Dress</p> 	<p>UNITED                      KINGDOM</p>	<p>003, 005</p>	<p>A0098541</p>	<p>7/23/2020</p>			<p>Pending</p>

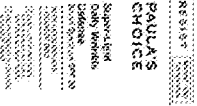
Paula's Choice - Trademark Portfolio

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Mark	Country	Classes	App. No.	App. Date	Reg. No.	Reg. Date	Status
<p>CLEAR PAULA'S CHOICE 1                      PORE NORMALIZING                      CLEANSER BLEMISH-PRONE                      SKIN DISSOLVES PORE-                      CLOGGING OIL, MAKEUP &amp;                      IMPURITIES FOAMING                      GEL RINSES CLEAN                      WITHOUT DRYING SKIN                      Trade Dress</p> 	WIPO	003, 005	A0098541	7/23/2020			Pending

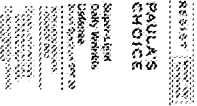
Paula's Choice - Trademark Portfolio

All filings owned by Paula's Choice, LLC

Mark	Country	Classes	App. No.	App. Date	Reg. No.	Reg. Date	Status
<p>RESIST NORMAL OILY COMBINATON PAULA'S CHOICE SUPER-LIGHT DAILY WRINKLE DEFENSE BROAD SPECTRUM SPF 30 WITH ANTIOXIDANTS + RESVERATROL SILKY LOTION MATTIFIES WITH A SHEER, NATURAL TINT FOR ALL SKIN TONES HELPS PREVENT UV DAMAGE &amp; SIGNS OF AGING Trade Dress</p> 	UNITED STATES	003	88772140	1/24/2020			Allowed

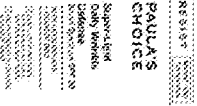
Paula's Choice - Trademark Portfolio

All filings owned by Paula's Choice, LLC

Mark	Country	Classes	App. No.	App. Date	Reg. No.	Reg. Date	Status
<p>RESIST NORMAL OILY COMBINATON PAULA'S CHOICE SUPER-LIGHT DAILY WRINKLE DEFENSE BROAD SPECTRUM SPF 30 WITH ANTIOXIDANTS + RESVERATROL SILKY LOTION MATTIFIES WITH A SHEER, NATURAL TINT FOR ALL SKIN TONES HELPS PREVENT UV DAMAGE &amp; SIGNS OF AGING Trade Dress</p> 	CANADA	003	A0098542	7/23/2020			Pending

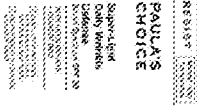
Paula's Choice - Trademark Portfolio

All filings owned by Paula's Choice, LLC

Mark	Country	Classes	App. No.	App. Date	Reg. No.	Reg. Date	Status
<p>RESIST NORMAL OILY COMBINATION PAULA'S CHOICE SUPER-LIGHT DAILY WRINKLE DEFENSE BROAD SPECTRUM SPF 30 WITH ANTIOXIDANTS + RESVERATROL SILKY LOTION MATTIFIES WITH A SHEER, NATURAL TINT FOR ALL SKIN TONES HELPS PREVENT UV DAMAGE &amp; SIGNS OF AGING Trade Dress</p> 	EUROPEAN UNION	003	A0098542	7/23/2020			Pending

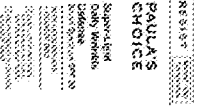
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All filings owned by Paula's Choice, LLC

Mark	Country	Classes	App. No.	App. Date	Reg. No.	Reg. Date	Status
<p>RESIST NORMAL OILY COMBINATON PAULA'S CHOICE SUPER-LIGHT DAILY WRINKLE DEFENSE BROAD SPECTRUM SPF 30 WITH ANTIOXIDANTS + RESVERATROL SILKY LOTION MATTIFIES WITH A SHEER, NATURAL TINT FOR ALL SKIN TONES HELPS PREVENT UV DAMAGE &amp; SIGNS OF AGING Trade Dress</p>  <p>Super-Light Daily Benefits Resveratrol + SILKY LOTION MATTIFIES WITH A SHEER, NATURAL TINT FOR ALL SKIN TONES HELPS PREVENT UV DAMAGE &amp; SIGNS OF AGING Trade Dress</p>	UNITED KINGDOM	003	A0098542	7/23/2020			Pending

Paula's Choice - Trademark Portfolio

All filings owned by Paula's Choice, LLC

Mark	Country	Classes	App. No.	App. Date	Reg. No.	Reg. Date	Status
<p>RESIST NORMAL OILY COMBINATON PAULA'S CHOICE SUPER-LIGHT DAILY WRINKLE DEFENSE BROAD SPECTRUM SPF 30 WITH ANTIOXIDANTS + RESVERATROL SILKY LOTION MATTIFIES WITH A SHEER, NATURAL TINT FOR ALL SKIN TONES HELPS PREVENT UV DAMAGE &amp; SIGNS OF AGING Trade Dress</p> 	WIPO	003	A0098542	7/23/2020			Pending







Paula's Choice - Trademark Portfolio

All filings owned by Paula's Choice, LLC

Mark	Country	Classes	App. No.	App. Date	Reg. No.	Reg. Date	Status
<p><b>CLINICAL</b> PAULA'S CHOICE  <small>1% Retinol Treatment</small>  <small>WITH PEPTIDES + VITAMIN C</small>  <small>ALL SKIN TYPES TARGETS</small>  <small>DEEP WRINKLES REVEALS</small>  <small>FIRMER LOOKING SKIN Trade Dress</small></p>	WIPO	003	A0098543	7/23/2020			Pending
<p><b>BOOST</b> PAULA'S CHOICE C15  <small>Super Booster</small>  <small>BOOSTER</small>  <small>WITH VITAMIN C</small>  <small>AND VITAMIN E</small>  <small>PERULIC ACID</small>  <small>Trade Dress</small></p>	UNITED STATES	003	88772175	1/24/2020			Pending

Paula's Choice - Trademark Portfolio

All filings owned by Paula's Choice, LLC

Mark	Country	Classes	App. No.	App. Date	Reg. No.	Reg. Date	Status
BOOST PAULA'S CHOICE C15 SUPER BOOSTER 15% VITAMIN C WITH VITAMIN E + FERULIC ACID ALL SKIN TYPES Trade Dress	CANADA	003	A0098544	7/23/2020			Pending
BOOST PAULA'S CHOICE C15 SUPER BOOSTER 15% VITAMIN C WITH VITAMIN E + FERULIC ACID ALL SKIN TYPES Trade Dress	EUROPEAN UNION	003	A0098544	7/23/2020			Pending
BOOST PAULA'S CHOICE C15 SUPER BOOSTER 15% VITAMIN C WITH VITAMIN E + FERULIC ACID ALL SKIN TYPES Trade Dress	UNITED KINGDOM	003	A0098544	7/23/2020			Pending
BOOST PAULA'S CHOICE C15 SUPER BOOSTER 15% VITAMIN C WITH VITAMIN E + FERULIC ACID ALL SKIN TYPES Trade Dress	WIPO	003	A0098544	7/23/2020			Pending
PAULA'S CHOICE in Chinese Characters (Defensive Filing)	CHINA	003	49092433	8/20/2020			Pending

宝拉之选

Paula's Choice - Trademark Portfolio

All filings owned by Paula's Choice, LLC

Mark	Country	Classes	App. No.	App. Date	Reg. No.	Reg. Date	Status
PAULA'S CHOICE in Chinese Characters (Defensive Filing)  宝拉之选	CHINA	005	49100066	8/20/2020			Pending
PAULA'S CHOICE in Chinese Characters (Defensive Filing)  宝拉之选	CHINA	009	49096145	8/20/2020			Pending
PAULA'S CHOICE in Chinese Characters (Defensive Filing)  宝拉之选	CHINA	014	49089425	8/20/2020			Pending

Paula's Choice - Trademark Portfolio

All filings owned by Paula's Choice, LLC

Mark	Country	Classes	App. No.	App. Date	Reg. No.	Reg. Date	Status
PAULA'S CHOICE in Chinese Characters (Defensive Filing)  宝拉之选	CHINA	018	49082161	8/20/2020			Pending
PAULA'S CHOICE in Chinese Characters (Defensive Filing)  宝拉之选	CHINA	021	49081645	8/20/2020			Pending
PAULA'S CHOICE in Chinese Characters (Defensive Filing)  宝拉之选	CHINA	025	49090067	8/20/2020			Pending

Paula's Choice - Trademark Portfolio

All filings owned by Paula's Choice, LLC

Mark	Country	Classes	App. No.	App. Date	Reg. No.	Reg. Date	Status
PAULA'S CHOICE in Chinese Characters (Defensive Filing)	CHINA	035	49077138	8/20/2020			Pending
宝拉之选	CHINA	041	49095851	8/20/2020			Pending
PAULA'S CHOICE in Chinese Characters (Defensive Filing)	CHINA	042	49106069	8/20/2020			Pending
宝拉之选	CHINA						

Paula's Choice - Trademark Portfolio

All filings owned by Paula's Choice, LLC

Mark	Country	Classes	App. No.	App. Date	Reg. No.	Reg. Date	Status
PAULA'S CHOICE in Chinese Characters (Defensive Filing)	CHINA	044	49108277	8/20/2020			Pending
宝拉之选	CHINA	003	49085813	8/20/2020			Pending
PAULA SELECTION in Chinese Characters							
宝拉甄选	CHINA	005	49107431	8/20/2020			Pending

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Paula's Choice - Trademark Portfolio

All filings owned by Paula's Choice, LLC

Mark	Country	Classes	App. No.	App. Date	Reg. No.	Reg. Date	Status
PAULA SELECTION in Chinese Characters <b>宝拉甄选</b>	CHINA	009	49096118	8/20/2020			Pending
PAULA SELECTION in Chinese Characters <b>宝拉甄选</b>	CHINA	014	49096566	8/20/2020			Pending
PAULA SELECTION in Chinese Characters <b>宝拉甄选</b>	CHINA	018	49109004	8/20/2020			Pending



Paula's Choice - Trademark Portfolio

All filings owned by Paula's Choice, LLC

Mark	Country	Classes	App. No.	App. Date	Reg. No.	Reg. Date	Status
PAULA SELECTION in Chinese Characters <b>宝拉甄选</b>	CHINA	021	49081634	8/20/2020			Pending
PAULA SELECTION in Chinese Characters <b>宝拉甄选</b>	CHINA	025	49089220	8/20/2020			Pending
PAULA SELECTION in Chinese Characters <b>宝拉甄选</b>	CHINA	035	49077131	8/20/2020			Pending

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Paula's Choice - Trademark Portfolio

All filings owned by Paula's Choice, LLC

Mark	Country	Classes	App. No.	App. Date	Reg. No.	Reg. Date	Status
PAULA SELECTION in Chinese Characters <b>宝拉甄选</b>	CHINA	041	49095847	8/20/2020			Pending
PAULA SELECTION in Chinese Characters <b>宝拉甄选</b>	CHINA	042	49097799	8/20/2020			Pending
PAULA SELECTION in Chinese Characters <b>宝拉甄选</b>	CHINA	044	49089259	8/20/2020			Pending

Paula's Choice - Trademark Portfolio

All filings owned by Paula's Choice, LLC

Mark	Country	Classes	App. No.	App. Date	Reg. No.	Reg. Date	Status
BEAUTY BEGINS WITH TRUTH	UNITED STATES	003, 005, 035, 041, 044	90241975	10/8/2020			Pending

**Schedule C**

**Registered Copyrights:**

<b>Copyright</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Registered Owner</b>
Belleza de pies a cabeza.	TX0006602738	6/21/07	Paula's Choice Holdings, Inc.
Blue eyeshadow should be illegal.	TX0001743575	1/27/86	Paula's Choice Holdings, Inc.
Blue eyeshadow should absolutely be illegal/ by Paula Begoun.	TX0004681862	12/5/97	Paula's Choice Holdings, Inc.
Don't go to the cosmetics counter with me: an eye opening guide to brand name cosmetics/by Paula Begoun.	TX0004679450	12/4/97	Paula's Choice Holdings, Inc.
Don't go to the cosmetics counter without me: an eye-opening guide to brand name cosmetics/by Paula Begoun.	TX0004681013	12/4/97	Paula's Choice Holdings, Inc.
Don't go to the cosmetics counter with me: an eye-opening guide to brand-name cosmetics/by Paula Begoun.	TX0004679449	12/4/97	Paula's Choice Holdings, Inc.
Don't go to the cosmetics counter without me.	TX0006122673	5/25/04	Paula's Choice Holdings, Inc.
Don't go to the cosmetics counter without me: a unique guide to over 30,000 products, plus the latest skin-care research/Paula Begoun.	TX0005987597	5/25/04	Paula's Choice Holdings, Inc.
Don't go to the cosmetics counter with me : a unique guide to over 35,000 products, plus the latest skin-care research/ by Paula Begoun.	TX0005949562	5/27/04	Paula's Choice Holdings, Inc.
DON'T GO TO THE COSMETICS COUNTER WITHOUT ME (7 <sup>TH</sup> EDITION)	TX0007035468	3/31/08	Paula's Choice Holdings, Inc.
Don't Go To The Cosmetics Counter Without Me; 8 <sup>th</sup> Edition	TX0007145124	12/17/09	Paula's Choice Holdings, Inc.
Don't Go To The Cosmetics Counter Without Me; 8 <sup>th</sup> Edition	TX0006788110 (Supplement to TX0007145124)	6/1/11	Paula's Choice Holdings, Inc.
The beauty bible: every woman's skin-care and makeup application guide/ by Paula	TX0004669006	11/21/97	Paula's Choice Holdings, Inc.

Copyright	Registration No.	Registration Date	Registered Owner
Begoun.			
The beauty bible : the ultimate guide to smart beauty/Paula Begoun.	TX0006213688	5/25/05	Paula's Choice Holdings, Inc.
The complete beauty bible: the ultimate guide to smart beauty/Paula Begoun.	TX0006026837	9/22/04	Paula's Choice Holdings, Inc.
Cosmetics counter update. (Serial Publication: May-June 2005)	TX0006199776	6/8/05	Paula's Choice Holdings, Inc.
Cosmetics counter update. (Serial Publication: Sept.-Oct. 2005)	TX0006227659 (Supplement to TX0006199776)	9/13/05	Paula's Choice Holdings, Inc.
Don't go shopping for hair care products without me/by Paula Begoun.	TX0004686027	11/21/97	Paula's Choice Holdings, Inc.
Don't go shopping for hair care products without me/Paula Begoun.	TX0006153576	3/28/05	Paula's Choice Holdings, Inc.
Don't go shopping for hair care products without me.	TX0006173450	3/23/05	Paula's Choice Holdings, Inc.
The Best Skin of Your Life Starts Here: Busting Beauty Myths So You Know What to Use and Why.	TXU001976898	11/12/15	Paula's Choice, LLC
Don't Go to the Cosmetics Counter Without me. 9th Edition.	TX0008210324	11/13/15	Paula's Choice, LLC

**Copyright Applications:**

Copyright	Application No.	Registered Owner
Don't Go To The Cosmetics Counter Without Me; 9th Edition.	Pending	Paula's Choice Holdings, Inc.