

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM617585

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Confirmatory Grant of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Thrive Causemetics, Inc.		12/29/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	10 South Dearborn, Floor L2, Suite IL1-1145		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603-2300		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87895130	THRIVE CAUSEMETICS	
CORRESPONDENCE DATA			
Fax Number:	6175236850		
<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:	617-523-2700		
Email:	susan.dinicola@hkllaw.com,rachel.fink@hkllaw.com		
Correspondent Name:	Holland & Knight LLP		
Address Line 1:	10 St. James Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02116		
NAME OF SUBMITTER:	Susan C. DiNicola		
SIGNATURE:	/Susan C. DiNicola/		
DATE SIGNED:	12/30/2020		
Total Attachments: 5			
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OP \$40.00 87895130

CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS (the “Confirmatory Grant”), is entered into as of December 29, 2020, by and between THRIVE CAUSEMETICS, INC., a Delaware corporation (the “Grantor”), and JPMORGAN CHASE BANK, N.A. (the “Administrative Agent”), acting in its capacity as administrative agent pursuant to that certain Credit Agreement dated as of December 29, 2020 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) by and among Grantor, the other Loan Parties, the Administrative Agent, and the financial institutions signatory thereto.

RECITALS:

A The Grantor, certain of the Grantor’s subsidiaries from time to time party thereto, and the Administrative Agent on behalf of the Secured Parties have entered into that certain Pledge and Security Agreement dated as of December 29, 2020 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”; all terms defined in the Security Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Security Agreement).

B Pursuant to the terms of the Security Agreement, the Grantor has granted to the Administrative Agent on behalf of the Secured Parties a Lien on and security interest in all of the Grantor’s right, title, and interest in, to and under all now owned and hereafter acquired Trademarks, and all products and proceeds thereof, to secure the payment of the Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Administrative Agent, on behalf of the Secured Parties, a continuing Lien on and security interest in all of the Grantor’s right, title, and interest in, to, and under the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether now owned or hereafter created, acquired or arising:

(a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing, including, without limitation, each United States trademark and trademark application referred to in Schedule 1 attached hereto;

(b) all licenses of the foregoing, whether as licensee or licensor, to the extent allowed pursuant to the underlying lease;

(c) all renewals of the foregoing;

(d) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof;

(e) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and

(f) all rights corresponding to any of the foregoing throughout the world.

The Lien and security interest contained in this Confirmatory Grant is granted in conjunction with the security interest granted to the Administrative Agent on behalf of the Secured Parties pursuant to the Security Agreement.


This Confirmatory Grant shall be governed by, and construed in accordance with, the internal laws of the State of New York, but giving effect to federal laws applicable to national banks.

This Confirmatory Grant may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Confirmatory Grant by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Confirmatory Grant by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Confirmatory Grant.

[Signature pages follow.]

IN WITNESS WHEREOF, Grantor has caused this Confirmatory Grant to be duly executed by its duly authorized as of the date first written above.

THRIVE CAUSEMETICS, INC., a Delaware corporation

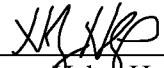
By: 

Ned Meriniger
Chief Financial Officer

[PPM/THRIVE CAUSEMETICS – CONFIRMATORY GRANT (TRADEMARKS)]

TRADEMARK
REEL: 007151 FRAME: 0619

Acknowledged and Accepted:
JPMORGAN CHASE BANK, N.A., as
Administrative Agent

By: 
Name: Haley Heslip
Title: VP

SCHEDULE 1

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>Trademark</u>	<u>Application Number</u>	<u>Application Date</u>
BIGGER THAN BEAUTY	88227623	Dec-13-2018
THRIVE CAUSEMETICS	87895130	Apr-27-2018
TIMELESS AMBITION	90245882	Oct-09-2020