

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM618785

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Oxford Finance LLC		01/05/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Evolus, Inc.		
Street Address:	520 Newport Center Drive		
Internal Address:	Suite 1200		
City:	Newport Beach		
State/Country:	CALIFORNIA		
Postal Code:	92660		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	88205471	EE	
Serial Number:	88085395	EVOLUS	
Serial Number:	88205477	EVOLUS	
Serial Number:	87464767	JEUVEAU	
Serial Number:	87464805	NUCEIVA	
CORRESPONDENCE DATA			
Fax Number:	3124568435		
<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:	312.456.8400		
Email:	chiipmail@gtlaw.com		
Correspondent Name:	Howard Silverman		
Address Line 1:	Greenberg Traurig, LLP		
Address Line 2:	77 W. Wacker Drive, Suite 3100		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	138179.018900		
NAME OF SUBMITTER:	Howard E. Silverman		
SIGNATURE:	/Howard E. Silverman/		

CH \$140.00 88205471

DATE SIGNED:	01/06/2021
---------------------	------------

Total Attachments: 4

source=Evolus - IP Release_Trademark_2(Executed)#page1.tif

source=Evolus - IP Release_Trademark_2(Executed)#page2.tif

source=Evolus - IP Release_Trademark_2(Executed)#page3.tif

source=Evolus - IP Release_Trademark_2(Executed)#page4.tif

**TERMINATION AND RELEASE OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY RIGHTS**

TERMINATION AND RELEASE dated as of January 5, 2021 from **Oxford Finance LLC**, as Collateral Agent to the Lenders described in the Loan and Security Agreement dated May 15, 2019, having an address at 133 North Fairfax Street, Alexandria, VA 22314, (the "Agent") to **Evolus, Inc**, a Delaware corporation having an address at 520 Newport Center Drive, Suite 1200, Newport Beach, CA 92660.

WITNESSETH:

WHEREAS, pursuant to the Intellectual Property Security Agreement, dated as of March 15, 2019, made by the Grantor (as defined therein) in favor of the Agent (the "Intellectual Property Security Agreement"), a security interest (the "Security Interest") was granted by the Grantor to the Agent in certain collateral, including the Intellectual Property Collateral (as hereinafter defined);

WHEREAS, the Intellectual Property Security Agreement was recorded in the United States Patent and Trademark Office on September 23, 2019 at Reel 006808 and Frame 0376; and

WHEREAS, Oxford Finance LLC, as Collateral Agent to the Lenders, now desires to terminate and release the entirety of its Security Interest in the Intellectual Property Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Intellectual Property Collateral pursuant to the Intellectual Property Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Definitions. The term "Intellectual Property Collateral," as used herein, shall mean all of the Grantors' right, title and interest of every kind and nature as of the date hereof in the Intellectual Property constituting Collateral (as defined in the Loan Agreement (as defined in the Intellectual Property Security Agreement)), including the Intellectual Property listed on Schedule A hereto. The term "Intellectual Property" shall have the meaning provided by reference in the Intellectual Property Security Agreement.

2. Release of Security Interest. The Agent hereby terminates, releases and discharges its Security Interest in the Intellectual Property Collateral, including:

- (a) all of Grantor's now existing or hereafter acquired right, title and interest in and to: all Intellectual Property which are now filed with the U.S. Trademark and Trademark Office, any similar office or agency of any state, territory or possession of the United States or any similar office or agency of any other country or used in the United States, any state, territory or possession thereof including, or any other country, and (i) any renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, payments under all licenses

entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world;

(b) the goodwill of Grantor's business connected with or symbolized by Intellectual Property; and

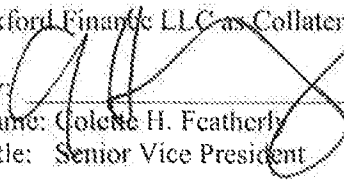
(c) any and all of the proceeds of any of the foregoing, including, without limitation, any claims by Grantor against third parties for infringement of the Intellectual Property or of any license with respect thereto,

and any right, title or interest of the Agent in such Intellectual Property Collateral shall hereby cease and become void.

3. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to affect the release of the Security Interest contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

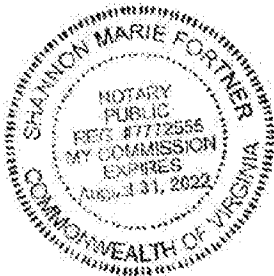
Oxford Finance LLC as Collateral Agent

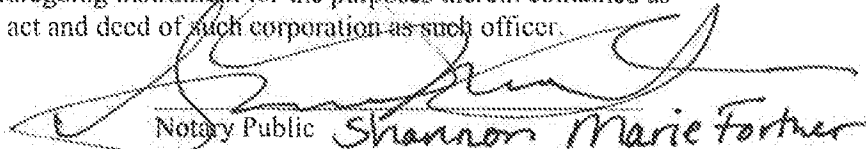
By: 
Name: Colette H. Featherly
Title: Senior Vice President

CERTIFICATION OF ACKNOWLEDGMENT

STATE OF VIRGINIA
COUNTY OF ALEXANDRIA
city


Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 5th day of January 2021, personally appeared Colette H. Featherly, who, being by me duly sworn, deposes and says that he/she is the Senior Vice President of Oxford Finance LLC, a limited liability company and that he/she, as such officer being duly authorized so to do, executed the foregoing instrument for the purposes therein contained as his/her free act and deed and as the full act and deed of such corporation as such officer.

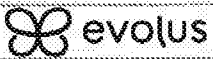



Notary Public Shannon Marie Fortner

My Commission Expires: 08.31.2022

TRADEMARKS

Company	Trademark	Registration No. / Application No.	Registration Date / Filing Date
Evolus, Inc.	JEUVEAU	1382166	12/6/2018
Evolus, Inc.	NUCEIVA	1382250	12/26/2018
Evolus, Inc.	EVOLUS	1262228	5/30/2018
Evolus, Inc.	JEUVEAU	1382166	7/27/2018
Evolus, Inc.	NUCEIVA	1382250	7/25/2018
Evolus, Inc.	JEUVEAU	1382166	11/22/2017
Evolus, Inc.	NUCEIVA	1382250	11/22/2017
Evolus, Inc.	JEUVEAU	1382166	8/7/2018
Evolus, Inc.	NUCEIVA	1382250	8/7/2018
Alphacon Corporation	EVOLUS	909710481	11/28/2017
Evolus, Inc.	EVOLUS	1916203	8/22/2018
Evolus, Inc.	JEUVEAU	1869579	11/23/2017
Evolus, Inc.	NUCEIVA	1869580	11/23/2017
Evolus, Inc.	EVOLUS	1262228	7/20/2015
Evolus, Inc.	EVOLUS	1262228	7/20/2015
Evolus, Inc.	JEUVEAU	1382166	6/5/2018
Evolus, Inc.	NUCEIVA	1382250	6/5/2018
Evolus, Inc.	EVOLUS	1262228	7/20/2015
Evolus, Inc.	EVOLUS	1262228	9/23/2016
Evolus, Inc.	JEUVEAU	1382166	8/2/2018
Evolus, Inc.	NUCEIVA	1382250	8/2/2018
Evolus, Inc.	JEUVEAU	1382166	7/12/2018
Evolus, Inc.	NUCEIVA	1382250	7/12/2018
Evolus, Inc.	JEUVEAU	1382166	11/22/2017
Evolus, Inc.	NUCEIVA	1382250	11/22/2017
Evolus, Inc.	JEUVEAU	1382166	10/18/2018
Evolus, Inc.	NUCEIVA	1382250	10/18/2018
Evolus, Inc.	JEUVEAU	1382166	8/9/2018
Evolus, Inc.	NUCEIVA	1382250	8/9/2018
Evolus, Inc.	JEUVEAU	2017/34296	11/23/2017
Evolus, Inc.	NUCEIVA	2017/34297	11/23/2017
Evolus, Inc.	EVOLUS	1262228	7/20/2015
Evolus, Inc.	JEUVEAU	1382166	11/6/2018
Evolus, Inc.	NUCEIVA	1382250	10/25/2018
Evolus, Inc.	JEUVEAU	1382166	11/5/2018
Evolus, Inc.	NUCEIVA	1382250	11/5/2018
Evolus, Inc.	JEUVEAU	1382166	11/22/2017
Evolus, Inc.	NUCEIVA	1382250	11/22/2017
Evolus, Inc.	JEUVEAU	1382166	12/19/2018
Evolus, Inc.	NUCEIVA	1382250	12/19/2018
Evolus, Inc.	JEUVEAU	1382166	4/3/2018
Evolus, Inc.	NUCEIVA	1382250	4/4/2018
Evolus, Inc.		88/205,471	11/26/2018
Evolus, Inc.	EVOLUS	88/085,395	8/20/2018

Evolus, Inc.		88/205,477	11/26/2018
Evolus, Inc.	JEUVEAU	87/464,767	5/25/2017
Evolus, Inc.	NUCEIVA	87/464,805	5/25/2017
Evolus, Inc.	JEUVEAU	1382166	11/22/2017
Evolus, Inc.	NUCEIVA	1382250	11/22/2017
Evolus, Inc.	EVOLUS	1262228	7/20/2015
Evolus, Inc.	JEUVEAU	1382166	11/22/2017
Evolus, Inc.	NUCEIVA	1382250	11/22/2017