

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM618791

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: 1			
Property Type	Number	Word Mark	
Serial Number:	88793011	EVOLUX	
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/		
DATE SIGNED:	01/06/2021		
Total Attachments: 3			
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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

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 First Amendment, dated June 1, 2020, 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 "First Amendment to Intellectual Property Security Agreement"), a security interest (the "Security Interest") was granted by the Grantor to the Agent in certain collateral, including the Trademarks (as hereinafter defined);

WHEREAS, the Intellectual Property Security Agreement was recorded in the United States Patent and Trademark Office on June 2, 2020 at Reel 006950 and Frame 0808; 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 Trademarks;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademarks pursuant to the First Amendment to 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 "Trademarks" 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 Trademarks (as defined in the LSA (as defined in the First Amendment to Intellectual Property Security Agreement)), including the trademarks listed on Schedule A hereto.

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

- (a) all of Grantor's now existing or hereafter acquired right, title and interest in and to: all Trademarks to 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 the Trademarks; and

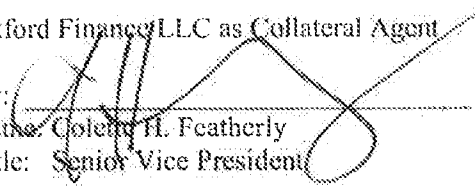
(c) any and all of the proceeds of any of the foregoing, including, without limitation, any claims by Grantor against third parties for infringement of the Trademarks or of any license with respect thereto,

and any right, title or interest of the Agent in such Trademarks 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

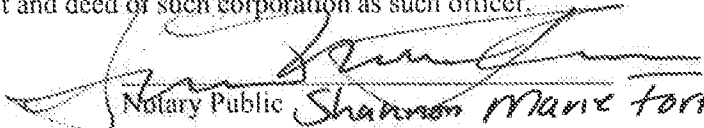
By: 
Name: Colette H. Featherly
Title: Senior Vice President

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

SERIAL NO.	FILING DATE	REGISTRATION NO.	REGISTRATION DATE	MARK
88793011	2/11/2020			EVOLUX