

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM628464

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

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Illume Holding Company, LLC		02/26/2021	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	CCP AGENCY, LLC, as Agent
<b>Street Address:</b>	525 Okeechobee Boulevard
<b>Internal Address:</b>	Suite 1050
<b>City:</b>	West Palm Beach
<b>State/Country:</b>	FLORIDA
<b>Postal Code:</b>	33401
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 37

Property Type	Number	Word Mark
Serial Number:	88720558	ROVE
Serial Number:	88720554	ROVE
Serial Number:	88207793	ANATOMY OF A FRAGRANCE
Serial Number:	87691920	ELEMENTAL
Serial Number:	87666317	HAPPY GO LUCKY
Serial Number:	87282125	GOOD CHEMISTRY
Serial Number:	87038912	COLLECTIV A WHOLE HOUSE LOVE AFFAIR
Serial Number:	87038917	COLLECTIV A WHOLE HOUSE LOVE AFFAIR
Serial Number:	86797918	PURE SCENTS
Serial Number:	86687145	TRIED & TRUE
Serial Number:	86981283	ANATOMY OF A FRAGRANCE
Registration Number:	5032744	WIND + WHISPER
Serial Number:	86401861	NOBLE CURRANT
Serial Number:	86401865	NOBLE CURRANT
Serial Number:	86374779	GILDED AMBERLEAF
Serial Number:	86374782	GILDED AMBERLEAF
Serial Number:	86351038	SIGNATURE SOY · BURN TIME UP TO · 20 HOU
Serial Number:	86343304	PURE CLEAN SOY

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86330884	SPRINKLE & BLOOM
Serial Number:	86318692	BELLA BY ILLUME
Serial Number:	86318695	BELLA BY ILLUME
Serial Number:	86310473	CLEAN SIMPLE BATH BODY
Serial Number:	75007053	ILLUME
Serial Number:	86287880	GO BE LOVELY
Serial Number:	86251130	SPRUCE
Serial Number:	86244952	MOMENTARY ESCAPE
Serial Number:	86244963	SIGNATURE SOY
Serial Number:	86125496	SPRING'S EDEN
Serial Number:	86125503	SPRING'S EDEN
Serial Number:	86125522	GOOD NATURED SOY
Serial Number:	85911191	GO BE LOVELY
Serial Number:	77092416	ILLUME
Serial Number:	77092423	ILLUME
Serial Number:	77092429	ILLUME
Serial Number:	77092436	ILLUME
Serial Number:	77092444	ILLUME
Serial Number:	78248092	ILLUME

**CORRESPONDENCE DATA**

**Fax Number:**

*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:** 212.940.6562

**Email:** joanne.arnold@katten.com

**Correspondent Name:** Joanne BL Arnold

**Address Line 1:** Katten

**Address Line 2:** 575 Madison Avenue

**Address Line 4:** New York, NEW YORK 10022-2585

<b>NAME OF SUBMITTER:</b>	Joanne BL Arnold
<b>SIGNATURE:</b>	/Joanne BL Arnold/
<b>DATE SIGNED:</b>	02/26/2021

**Total Attachments: 8**

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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), dated as of February 26, 2021, by Illume Holding Company, LLC, a Delaware limited liability company ("Grantor"), in favor of CCP AGENCY, LLC, a Delaware limited liability company, as Agent (as defined in the Credit Agreement, as defined below), for itself, the other Lenders (as defined in the Credit Agreement) and the other Secured Persons (as defined in the Collateral Agreement, defined below).

### WITNESSETH:

WHEREAS, the Borrower, the other Loan Parties party thereto, the Lenders and the Agent have entered into a Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), which provides for, among other things, for the Lenders to make various loans and extensions of credit to the Borrower from time to time pursuant to the terms and conditions of the Credit Agreement.

WHEREAS, Grantor, the other grantors from time to time parties thereto and Agent have entered into a Collateral Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), pursuant to which, among other things, Grantor is required to secure all of the Obligations (as defined in the Credit Agreement) by granting to the Agent, for the benefit of the Agent, the Lenders and the other Secured Persons, liens and security interests on substantially all of Grantor's assets;

WHEREAS, pursuant to the Collateral Agreement, Grantor granted to Agent, for the benefit of the Agent, the Lenders and the other Secured Persons, a continuing security interest in, lien on, and right of set-off against all Trademarks (as defined in the Collateral Agreement) of Grantor, whether now owned or existing or hereafter acquired or arising; and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the Agent, the Lenders and the other Secured Persons, this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby grants, pledges and collaterally assigns to the Agent, for the benefit of the Secured Persons, a security interest in all of Grantor's right, title and interest in:

(a) Grantor's Trademarks, including, without limitation, the Trademarks set forth on Schedule A hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, such Trademarks, and

(b) all Proceeds and products thereof, including without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, or (ii) injury to the goodwill associated with such Trademarks.

3. **COLLATERAL AGREEMENT.** The security interests granted pursuant to this Agreement are granted in conjunction with, and not in limitation of, the security interests granted to Agent, for the benefit of the Agent, the Lenders and the other Secured Persons, pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademarks and related Collateral made and granted hereby are more fully set forth in the Collateral Agreement. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall control.

4. **MODIFICATION OF AGREEMENT.** This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Collateral Agreement. Notwithstanding the foregoing, the Agent, upon written notification to the Grantor, may modify this Agreement by amending Schedule A hereto to include reference to any right, title or interest in any Trademarks currently owned by Grantor or any Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademarks in which Grantor no longer has or claims any right, title or interest.

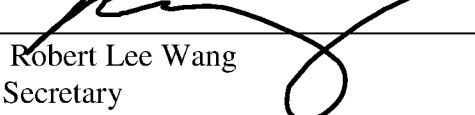
5. **COUNTERPARTS.** This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy or electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. This Agreement may be executed by signatures delivered by facsimile or electronic mail, each of which shall be fully binding on the signing party.

6. **GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED THEREIN WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAW). FURTHER, THE LAW OF THE STATE OF NEW YORK SHALL APPLY TO ALL DISPUTES OR CONTROVERSIES ARISING OUT OF OR CONNECTED TO OR WITH THIS AGREEMENT WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAW).**

[Signature Pages Follow]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ILLUME HOLDING COMPANY, LLC,  
a Delaware limited liability company

By:   
Name: Robert Lee Wang  
Title: Secretary

ACCEPTED AND ACKNOWLEDGED BY:

CCP AGENCY, LLC, as Agent

By: Comvest Capital Advisors LLC,  
Its Sole Member

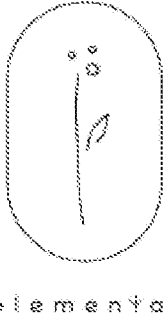


By:   
\_\_\_\_\_

Name: Dan Lee



Title: Partner


**SCHEDULE A**

**Trademarks**

<b>Mark</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Status of Mark</b>	<b>Owner/Applicant</b>
<b>ROVE</b>	88720558	12/9/19	6085759	6/23/2020	Registered	Illume Holding Company, LLC
<b>ROVE</b>	88720554	12/9/19	6085758	6/23/2020	Registered	Illume Holding Company, LLC
ANATOMY OF A FRAGRANCE	88207793	11/27/18	5830357	8/6/19	Registered	Illume Holding Company, LLC
	87691920	11/20/17	5639409	12/25/18	Registered	Illume Holding Company, LLC
HAPPY GO LUCKY	87666317	10/31/17	5801179	7/9/19	Registered	Illume Holding Company, LLC
GOOD CHEMISTRY	87282125	12/27/18	5419438	3/6/18	Registered	Illume Holding Company, LLC
	87038912	5/16/16	5282247	9/5/17	Registered	Illume Holding Company, LLC
	87038917	5/16/16	5312565	10/17/17	Registered	Illume Holding Company, LLC
PURE SCENTS	86797918	10/23/15	5152171	2/28/17	Registered	Illume Holding Company, LLC



Mark	Application No.	Application Date	Registration No.	Registration Date	Status of Mark	Owner/Applicant
TRIED & TRUE	86687145	7/6/15	5519915	7/17/18	Registered	Illume Holding Company, LLC
ANATOMY OF A FRAGRANCE	86981283	6/29/15	5138994	2/7/17	Registered	Illume Holding Company, LLC
WIND + WHISPER	86618642	5/4/15	5032744	8/30/16	Registered	Illume Holding Company, LLC
NOBLE CURRANT	86401861	9/22/14	4692625	2/24/15	Registered	Illume Holding Company, LLC
NOBLE CURRANT	86401865	9/22/14	4692626	2/24/15	Registered	Illume Holding Company, LLC
GILDED AMBERLEAF	86374779	8/22/14	4688813	2/17/15	Registered	Illume Holding Company, LLC
GILDED AMBERLEAF	86374782	8/22/14	4688814	2/17/15	Registered	Illume Holding Company, LLC
	86351038	7/29/14	4828370	10/6/15	Registered	Illume Holding Company, LLC
PURE CLEAN SOY	86343304	7/21/14	4852910	11/10/15	Registered	Illume Holding Company, LLC
SPRINKLE & BLOOM	86330884	7/6/14	4814307	9/15/15	Registered	Illume Holding Company, LLC
BELLA BY ILLUME	86318692	6/24/14	4778733	7/21/15	Registered	Illume Holding Company, LLC
BELLA BY ILLUME	86318695	6/24/14	4645318	11/25/14	Registered	Illume Holding Company, LLC
	86310473	6/16/14	4875235	12/22/15	Registered	Illume Holding Company, LLC

Mark	Application No.	Application Date	Registration No.	Registration Date	Status of Mark	Owner/Applicant
GO BE LOVELY	86287880	5/21/14	4637338	11/11/14	Registered	Illume Holding Company, LLC
S P R U C E 	86251130	4/14/14	5013352	8/2/16	Registered	Illume Holding Company, LLC
MOMENTARY ESCAPE	86244952	4/7/14	5027530	8/23/16	Registered	Illume Holding Company, LLC
SIGNATURE SOY	86244963	4/7/14	4818876	9/22/15	Registered	Illume Holding Company, LLC
SPRING'S EDEN	86125496	11/21/13	4700937	3/10/15	Registered	Illume Holding Company, LLC
SPRING'S EDEN	86125503	11/21/13	4700938	3/10/15	Registered	Illume Holding Company, LLC
GOOD NATURED SOY	86125522	11/21/13	4728582	4/28/15	Registered	Illume Holding Company, LLC
GO BE LOVELY	85911191	4/22/13	4764987	6/30/15	Registered	Illume Holding Company, LLC
ILLUME	77092416	1/26/07	3883201	11/30/10	Renewed (Registered)	Illume Holding Company, LLC
ILLUME	77092423	1/26/07	3818760	7/13/10	Renewed (Registered)	Illume Holding Company, LLC
ILLUME	77092429	1/26/07	3883202	11/30/10	Renewed (Registered)	Illume Holding Company, LLC
ILLUME	77092436	1/26/07	3886562	12/7/10	Renewed (Registered)	Illume Holding Company, LLC
ILLUME	77092444	1/26/07	3886563	12/7/10	Renewed (Registered)	Illume Holding Company, LLC
ILLUME	78248092	5/9/03	2906293	11/30/04	Renewed (Registered)	Illume Holding Company, LLC

<b>Mark</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Status of Mark</b>	<b>Owner/ Applicant</b>
<b>ILLUME</b>	75007053	10/16/95	2291811	11/16/99	Renewed (Registered)	Illume Holding Company, LLC