

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM631343

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Mychelle Natural Skin Care, LLC		03/05/2021	Limited Liability Company: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Gerber Finance Inc.		
<b>Street Address:</b>	8 West 40th Street		
<b>Internal Address:</b>	14th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10018		
<b>Entity Type:</b>	Corporation: NEW YORK		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5469958		
<b>Registration Number:</b>	5961741	BIO-FIRM	
<b>Registration Number:</b>	5103131	CLEAN SCIENCE. PROFESSIONAL RESULTS.	
<b>Registration Number:</b>	5469957		
<b>Registration Number:</b>	5424829	LIP HINTS	
<b>Registration Number:</b>	3480587	MYCHELLE	
<b>Registration Number:</b>	4687424	MYCHELLE DERMACEUTICALS	
<b>Registration Number:</b>	5347016	MYCHELLE DERMACEUTICALS SKIN BEAUTY BAR	
<b>Registration Number:</b>	5703677	PERFECT C	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2024083141		
<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>			
<b>Phone:</b>	2024083141		
<b>Email:</b>	jean.paterson@cscglobal.com		
<b>Correspondent Name:</b>	CSC		
<b>Address Line 1:</b>	1090 Vermont Avenue, NW		
<b>Address Line 4:</b>	Washington, D.C. 20005		

CH \$240.00 5469958

<b>NAME OF SUBMITTER:</b>	Jean Paterson
<b>SIGNATURE:</b>	/jep/
<b>DATE SIGNED:</b>	03/11/2021
<b>Total Attachments: 22</b> source=3-11-2021 Mychelle Natural-TM#page1.tif source=3-11-2021 Mychelle Natural-TM#page2.tif source=3-11-2021 Mychelle Natural-TM#page3.tif source=3-11-2021 Mychelle Natural-TM#page4.tif source=3-11-2021 Mychelle Natural-TM#page5.tif source=3-11-2021 Mychelle Natural-TM#page6.tif source=3-11-2021 Mychelle Natural-TM#page7.tif source=3-11-2021 Mychelle Natural-TM#page8.tif source=3-11-2021 Mychelle Natural-TM#page9.tif source=3-11-2021 Mychelle Natural-TM#page10.tif source=3-11-2021 Mychelle Natural-TM#page11.tif source=3-11-2021 Mychelle Natural-TM#page12.tif source=3-11-2021 Mychelle Natural-TM#page13.tif source=3-11-2021 Mychelle Natural-TM#page14.tif source=3-11-2021 Mychelle Natural-TM#page15.tif source=3-11-2021 Mychelle Natural-TM#page16.tif source=3-11-2021 Mychelle Natural-TM#page17.tif source=3-11-2021 Mychelle Natural-TM#page18.tif source=3-11-2021 Mychelle Natural-TM#page19.tif source=3-11-2021 Mychelle Natural-TM#page20.tif source=3-11-2021 Mychelle Natural-TM#page21.tif source=3-11-2021 Mychelle Natural-TM#page22.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of March 5, 2021, is made by MYCHELLE NATURAL SKIN CARE, LLC a Colorado limited liability company (“Grantor”) with an address of 7588 Central Parke Blvd, Suite 220, Mason, OH 45040, in favor of GERBER FINANCE INC., a New York corporation (“Lender”) with an address of 8 West 40th Street, 14th Floor, New York, NY 10018.

### WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof by and among, Grantor, FRENCH TRANSIT, LLC (together with Grantor, the “Borrowers”) and Lender (as from time to time amended, restated, supplemented or otherwise modified, the “Loan Agreement”), Lender has agreed to make the Loans for the benefit of Borrowers; and

WHEREAS, Lender is willing to make the Loans as provided for in the Loan Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Lender this Intellectual Property Security Agreement;

NOW, THEREFORE, in consideration of the premises and 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:

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

(a) When used in this Intellectual Property Security Agreement the following terms shall have the following meanings (such meanings being equally applicable to both the singular and plural forms of the terms defined):

“Copyright License” means rights under any written agreement now owned or hereafter acquired by any Person granting the right to use any Copyright or Copyright registration.

“Copyrights” means all of the following now owned or hereafter adopted or acquired by any Person: (i) all copyrights in any original work of authorship fixed in any tangible medium of expression, now known or later developed, all registrations and applications for registration of any such copyrights in the United States or any other country, including registrations, recordings and applications, and supplemental registrations, recordings, and applications in the United States Copyright Office; and (ii) all Proceeds of the foregoing, including license royalties and proceeds of infringement suits, the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all renewals and extensions thereof.

“Patents” means all of the following in which any Person now holds or hereafter acquires any interest: (i) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other

country, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country; and (ii) all reissues, continuations, continuations-in-part or extensions thereof.

“Patent License” means rights under any written agreement now owned or hereafter acquired by any Person granting any right with respect to any invention on which a Patent is in existence..

“Trademark License” means rights under any written agreement now owned or hereafter acquired by any Person granting any right to use any Trademark or Trademark registration.

“Trademarks” means all of the following now owned or hereafter adopted or acquired by any Person: (i) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State or Territory thereof, or any other country or any political subdivision thereof, (ii) all reissues, extensions or renewals thereof; and (iii) all goodwill associated with or symbolized by any of the foregoing.

Section 2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. To secure the complete and timely payment of all the Obligations now or hereafter existing from time to time, Grantor hereby pledges and grants to Lender a continuing first priority security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Intellectual Property Collateral”):

(a) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule II hereto;

(c) all of its Copyrights and Copyright Licenses to which it is a party including those referred to on Schedule III hereto;

(d) all reissues, continuations or extensions of the foregoing;

(e) all goodwill of the business connected with the use of, and symbolized by, each Patent, each Patent License, each Trademark, each Trademark License, each Copyright and each Copyright License; and

(f) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of

any Patent or Patent licensed under any Patent License, (ii) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License, (iii) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (iv) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, (v) infringement or dilution of any Copyright or Copyright licensed under any Copyright License, and (vi) injury to the goodwill associated with any Copyright or any Copyright licensed under any Copyright License.

Section 3. REPRESENTATIONS AND WARRANTIES. Grantor represents and warrants that Grantor does not have any interest in, or title to, any registered Patent, Trademark or Copyright except as set forth in Schedule I, Schedule II and Schedule III, respectively, hereto. This Intellectual Property Security Agreement is effective to create a valid and continuing Lien on and, upon the filing hereof with the United States Patent and Trademark Office and the United States Copyright Office, perfected security interests in favor of Lender in all of Grantor's Patents, Trademarks and Copyrights and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, Grantor. Upon filing of this Intellectual Property Security Agreement with the United States Patent and Trademark Office and the United States Copyright Office and the filing of appropriate financing statements in the applicable filing office in the state of formation of Grantor all action necessary or desirable to protect and perfect Lender's Lien on Grantor's Patents, Trademarks and Copyrights shall have been duly taken.

Section 4. COVENANTS. Grantor covenants and agrees with Lender that from and after the date of this Intellectual Property Security Agreement and until the Termination Date:

(a) Grantor shall notify Lender immediately if it knows or has reason to know that any application or registration relating to any Patent, Trademark or Copyright (now or hereafter existing) material to the operation of any Borrower's business may become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(b) In no event shall Grantor, either directly or through any agent, employee, licensee or designee, file an application for the registration of any Patent, Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency without giving Lender prior written notice thereof, and, upon request of Lender, Grantor shall execute and deliver a supplement hereto (in form and substance satisfactory to Lender) to evidence Lender's Lien on such Patent, Trademark or Copyright, and the General Intangibles of Grantor relating thereto or represented thereby.

(c) Grantor shall take all actions necessary or reasonably requested by Lender to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the Patents or Trademarks (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings.

(d) In the event that any of the Intellectual Property Collateral material to the operation of any Borrower's business is infringed upon, or misappropriated or diluted by a third party, Grantor shall notify Lender promptly after Grantor learns thereof. Grantor shall, unless it shall reasonably determine that such Intellectual Property Collateral is in no way material to the conduct of its business or operations, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and shall take such other actions as Lender shall deem appropriate under the circumstances to protect such Intellectual Property Collateral.

Section 5. SECURITY AGREEMENT. The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.


Section 6. REINSTATEMENT. This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

Section 7. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Loan Agreement.

Section 8. TERMINATION OF THIS SECURITY AGREEMENT. Subject to Section 6 hereof, this Intellectual Property Security Agreement shall terminate upon the Termination Date.

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

**MYCHELLE NATURAL SKIN CARE, LLC**

By:   
Name: John Samiya  
Title: CFO

ACCEPTED and ACKNOWLEDGED by:

**GERBER FINANCE INC.**

By: \_\_\_\_\_  
Name:  
Title:

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

**MYCHELLE NATURAL SKIN CARE, LLC**

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

Name:

Title:

ACCEPTED and ACKNOWLEDGED by:

**GERBER FINANCE INC.**

By: *Jennifer Palmer* \_\_\_\_\_

Name: Jennifer Palmer

Title: Chief Executive Officer



**SCHEDULE I**  
**to**  
**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

1. PATENT REGISTRATIONS

<u>Patent</u>	<u>Reg. No.</u>	<u>Date</u>
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None.

2. PATENT APPLICATIONS

<u>Patent</u>	<u>Reg. No.</u>	<u>Date</u>
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None.


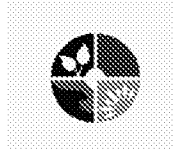
3. PATENT LICENSES

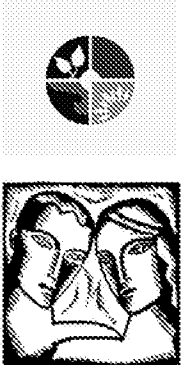
<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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None.

**SCHEDULE II**  
to  
**INTELLECTUAL PROPERTY SECURITY AGREEMENT**


1. TRADEMARK REGISTRATIONS


Mark	IP Office	Registration #	Registration Date	Class/Classification Descriptions
<p>B&amp;W Quad Logo</p> 	United States (USPTO)	5469958	05/15/2018	<p>003 - Cosmetics; cosmetic preparations; non-medicated skin care preparations; cosmetic creams; non-medicated sun care preparations; sunscreen creams; personal care products, namely, facial cleansers, facial masks, facial exfoliants, non-medicated facial mists, facial creams, facial peels, facial scrubs, non-medicated skin serums, skin masks, body scrubs, skin lotions, skin moisturizers, and lip balms; kits and gift sets composed primarily of cosmetics and non-medicated skin care preparations</p> <p>044 - Interactive and online beauty and skin care consultation and esthetician services in the selection and use of cosmetics, beauty aids, personal care products, and bath, body and beauty products; cosmetic analysis, namely, skin complexion analysis services</p>
<p>B&amp;W Quad Logo</p> 	Hong Kong (HKIPD)	303422745	12/01/2015	<p>003 - Cosmetics; cosmetic preparations; non-medicated skin care preparations; cosmetic creams; cosmetic tanning preparations; self-tanning preparations; non-medicated sun care preparations; pre-moistened cosmetic wipes, namely, skin clarifying pads; sunscreen creams; personal care products, namely, facial cleansers, facial masks, facial exfoliants, non-medicated facial mists, facial creams, facial peels, facial scrubs, facial toners, non-medicated skin serums, skin masks, body scrubs, skin lotions, skin moisturizers, and lip balms; kits and gift sets composed primarily of cosmetics and non-medicated skin care preparations.</p> <p>044 - Interactive and online beauty and skin care consultation and esthetician services in the selection and use of cosmetics, beauty aids, personal care products, and bath, body and beauty products; cosmetic analysis, namely, skin complexion analysis services</p>

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<p>B&amp;W Quad Logo</p> 	South Korea (KIPO)	450066816	07/29/2016	<p>003 - Cosmetics; cosmetic preparations; non-medicated skin care preparations; cosmetic creams; cosmetic tanning preparations; self-tanning preparations; non-medicated sun care preparations; pre-moistened cosmetic wipes, namely, skin clarifying pads; sunscreen creams; personal care products, namely, facial cleansers, facial masks, facial exfoliants, non-medicated facial mists, facial creams, facial peels, facial scrubs, facial toners, non-medicated skin serums, skin masks, body scrubs, skin lotions, skin moisturizers, and lip balms; kits and gift sets composed primarily of cosmetics and non-medicated skin care preparations.</p> <p>004 - Interactive and online beauty and skin care consultation and esthetician services in the selection and use of cosmetics, beauty aids, personal care products, and bath, body and beauty products; cosmetic analysis, namely, skin complexion analysis services</p>

<p>B&amp;W Quad Logo</p> 	<p>Singapore (IPOS)</p>	<p>40201511553S</p>	<p>12/23/2015</p>	<p>003 - Cosmetics; cosmetic preparations; non-medicated skin care preparations; cosmetic creams; cosmetic tanning preparations; self-tanning preparations; non-medicated sun care preparations; pre-moistened cosmetic wipes, namely, skin clarifying pads; sunscreen creams; personal care products, namely, facial cleansers, facial masks, facial exfoliants, non-medicated facial mists, facial creams, facial peels, facial scrubs, facial toners, non-medicated skin serums, skin masks, body scrubs, skin lotions, skin moisturizers, and lip balms; kits and gift sets composed primarily of cosmetics and non-medicated skin care preparations.</p> <p>044 - Interactive and online beauty and skin care consultation and esthetician services in the selection and use of cosmetics, beauty aids, personal care products, and bath, body and beauty products; cosmetic analysis, namely, skin complexion analysis services</p>
<p>BIO-FIRM</p>	<p>United States (USPTO)</p>	<p>5961741</p>	<p>01/14/2021</p>	<p>003 - non-medicated skin care preparations; non-medicated skin serums</p>
<p>CLEAN SCIENCE. PROFESSIONAL RESULTS.</p>	<p>United States (USPTO)</p>	<p>5103131</p>	<p>12/20/2016</p>	<p>003 - cosmetics; cosmetic preparations; non-medicated skin care preparations; cosmetic creams; cosmetic tanning preparations; self-tanning preparations; non-medicated sun care preparations; pre-moistened cosmetic wipes, namely, skin clarifying pads; sunscreen creams; personal care products, namely, facial cleansers, facial masks, facial exfoliants in the nature of creams, non-medicated facial mists, facial creams, facial peels, facial scrubs, facial toners, non-medicated skin serums, skin masks, body scrubs, skin lotions, skin moisturizers, and lip balms; kits and gift sets composed of cosmetics and non-medicated skin care preparations</p> <p>044 - interactive and online beauty and skin care consultation and esthetician services in the selection and use of cosmetics, beauty aids, personal care products, and bath, body, and beauty products; cosmetic analysis, namely, skin complexion analysis services</p>

CLEAN SCIENCE. PROFESSIONAL RESULTS.	Canada (CIPO)	TMA1017627	03/19/2019	<p>(1) Cosmetics; non-medicated skin care preparations; cosmetic creams; cosmetic tanning preparations; self-tanning preparations; non-medicated sun care preparations; pre-moistened cosmetic wipes, namely, skin clarifying pads; sunscreen creams; personal care products, namely, facial cleansers, facial masks, facial exfoliants, non-medicated facial mists, facial creams, facial peels, facial scrubs, facial toners, non-medicated skin serums, skin masks, body scrubs, skin lotions, skin moisturizers, and lip balms; kits and gift sets composed of cosmetics and non-medicated skin care preparations (2) Cosmetics; non-medicated skin care preparations; cosmetic creams; cosmetic tanning preparations; self-tanning preparations; non-medicated sun care preparations; pre-moistened cosmetic wipes, namely, skin clarifying pads; sunscreen creams; personal care products, namely, facial cleansers, facial masks, facial exfoliants in the nature of creams, non-medicated facial mists, facial creams, facial peels, facial scrubs, facial toners, non-medicated skin serums, skin masks, body scrubs, skin lotions, skin moisturizers, and lip balms; kits and gift sets composed of cosmetics and non-medicated skin care preparations</p> <p>- Interactive and online beauty and skin care consultation and esthetician services in the selection and use of cosmetics, beauty aids, personal care products, and bath, body, and beauty products; cosmetic analysis, namely, skin complexion analysis services</p>
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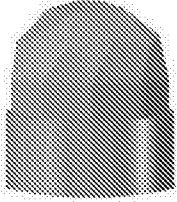
<p>COLOR QUAD LOGO</p> 	<p>United States (USPTO)</p>	<p>5469957</p>	<p>05/15/2018</p>	<p>003 - Cosmetics; cosmetic preparations; non-medicated skin care preparations; cosmetic creams; non-medicated sun care preparations; sunscreen creams; personal care products, namely, facial cleansers, facial masks, facial exfoliants, non-medicated facial mists, facial creams, facial peels, facial scrubs, non-medicated skin serums, skin masks, body scrubs, skin lotions, skin moisturizers, and lip balms; kits and gift sets composed primarily of cosmetics and non-medicated skin care preparations</p> <p>044 - Interactive and online beauty and skin care consultation and esthetician services in the selection and use of cosmetics, beauty aids, personal care products, and bath, body and beauty products; cosmetic analysis, namely, skin complexion analysis services</p>
<p>LIP HINTS</p>	<p>United States (USPTO)</p>	<p>5424829</p>	<p>03/13/2018</p>	<p>003 - cosmetics; cosmetic preparations; treatments in the nature of non-medicated lip care preparations</p>
<p>LIP HINTS</p>	<p>Canada (CIPO)</p>	<p>TMA1045155</p>	<p>07/26/2019</p>	<p>(1) cosmetic preparations; treatments in the nature of non-medicated lip care preparations.</p>
<p>MYCHELLE</p>	<p>United States (USPTO)</p>	<p>3480587</p>	<p>08/05/2008</p>	<p>003 - Skin products namely, facial creams, facial cleansers, facial toners, facial masks, facial peels, facial scrub, serums, lotions, moisturizers, lip cream and make up</p>

<p>MYCHELLE DERMACEUTICALS</p>	<p>Philippines (IPOPIL)</p>	<p>1229790</p>	<p>09/09/2014</p>	<p>003 - Cosmetics; cosmetic preparations; non-medicated skin care preparations; cosmetic creams; cosmetic tanning preparations; self-tanning preparations; non-medicated sun care preparations; skin clarifying pads; sunscreen creams; essential oils; personal care products, namely, facial cleansers, facial masks, facial exfoliants, facial mists, facial creams, facial peels, facial scrubs, facial toners, serums, masks, body scrubs, lotions, moisturizers, lip balms; kits and gift sets composed primarily of cosmetics and non-medicated skin care preparations.</p> <p>044 - Interactive and online beauty and skin care consultation and esthetician services in the selection and use of cosmetics, beauty aids, personal care products, and bath, body and beauty products; skin complexion analysis services.</p>
<p>MYCHELLE DERMACEUTICALS</p> 	<p>United States (USPTO)</p>	<p>4687424</p>	<p>02/17/2015</p>	<p>003 - cosmetics; cosmetic preparations; non-medicated skin care preparations; cosmetic creams; cosmetic tanning preparations; self-tanning preparations; non-medicated sun care preparations; skin clarifying pads; sunscreen creams; essential oils; personal care products, namely, facial cleansers, facial masks, facial exfoliants, facial mists, facial creams, facial peels, facial scrubs, facial toners, serums, masks, body scrubs, lotions, moisturizers, lip balms; kits and gift sets composed primarily of cosmetics and non-medicated skin care preparations</p> <p>044 - interactive and online beauty and skin care consultation and esthetician services in the selection and use of cosmetics, beauty aids, personal care products, and bath, body and beauty products; skin complexion analysis services</p>

MYCHELLE DERMACEUTICALS	Australia (IPA)	1613241	10/22/2014	003 - Cosmetics; cosmetic preparations; non-medicated skin care preparations; cosmetic creams; cosmetic tanning preparations; self-tanning preparations; non-medicated sun care preparations; essential oils; personal care products; bleaching preparations and other substances for laundry use; cleaning, polishing, scouring and abrasive preparations; soaps; perfumery; hair lotions; dentrifices
MYCHELLE DERMACEUTICALS	Hong Kong (HKIPD)	302963791	01/22/2015	003 - Cosmetics; cosmetic preparations; non-medicated skin care preparations; cosmetic creams; cosmetic tanning preparations; self-tanning preparations; non-medicated sun care preparations; essential oils; personal care products.
MYCHELLE DERMACEUTICALS	New Zealand (IPONZ)	1229790	09/09/2014	003 - Cosmetics; cosmetic preparations; non-medicated skin care preparations; cosmetic creams; cosmetic tanning preparations; self-tanning preparations; non-medicated sun care preparations; skin clarifying pads; sunscreen creams; essential oils; personal care products, namely, facial cleansers, facial masks, facial exfoliants, facial mists, facial creams, facial peels, facial scrubs, facial toners, serums, masks, body scrubs, lotions, moisturizers, lip balms; kits and gift sets composed primarily of cosmetics and non-medicated skin care preparations.  004 - Interactive and online beauty and skin care consultation and esthetician services in the selection and use of cosmetics, beauty aids, personal care products, and bath, body and beauty products; skin complexion analysis services.



MYCHELLE DERMACEUTICALS	Singapore (IPOS)	1229790	09/09/2014	<p>003 - Cosmetics; cosmetic preparations; non-medicated skin care preparations; cosmetic creams; cosmetic tanning preparations; self-tanning preparations; non-medicated sun care preparations; skin clarifying pads; sunscreen creams; essential oils; personal care products, namely, facial cleansers, facial masks, facial exfoliants, facial mists, facial creams, facial peels, facial scrubs, facial toners, serums, masks, body scrubs, lotions, moisturizers, lip balms; kits and gift sets composed primarily of cosmetics and non-medicated skin care preparations.</p> <p>044- Interactive and online beauty and skin care consultation and esthetician services in the selection and use of cosmetics, beauty aids, personal care products, and bath, body and beauty products; skin complexion analysis services.</p>
MYCHELLE DERMACEUTICALS	Bulgaria (BPO)	1229790	09/09/2014	<p>003 - Cosmetics; cosmetic preparations; non-medicated skin care preparations; cosmetic creams; cosmetic tanning preparations; self-tanning preparations; non-medicated sun care preparations; skin clarifying pads; sunscreen creams; essential oils; personal care products, namely, facial cleansers, facial masks, facial exfoliants, facial mists, facial creams, facial peels, facial scrubs, facial toners, serums, masks, body scrubs, lotions, moisturizers, lip balms; kits and gift sets composed primarily of cosmetics and non-medicated skin care preparations.</p> <p>044 - Interactive and online beauty and skin care consultation and esthetician services in the selection and use of cosmetics, beauty aids, personal care products, and bath, body and beauty products; skin complexion analysis services.</p>

<p>MYCHELLE DERMACEUTICALS</p> 	<p>Turkey (TPTO)</p>	<p>1229790</p>	<p>09/09/2014</p>	<p>003 - Cosmetics; cosmetic preparations; non-medicated skin care preparations; cosmetic creams; cosmetic tanning preparations; self-tanning preparations; non-medicated sun care preparations; skin clarifying pads; sunscreen creams; essential oils; personal care products, namely, facial cleansers, facial masks, facial exfoliants, facial mists, facial creams, facial peels, facial scrubs, facial toners, serums, masks, body scrubs, lotions, moisturizers, lip balms; kits and gift sets composed primarily of cosmetics and non-medicated skin care preparations.</p> <p>044 - Interactive and online beauty and skin care consultation and esthetician services in the selection and use of cosmetics, beauty aids, personal care products, and bath, body and beauty products; skin complexion analysis services.</p>
<p>MYCHELLE DERMACEUTICALS</p>	<p>Denmark (DKPTO)</p>	<p>1229790</p>	<p>09/09/2014</p>	<p>3 - 3 - Cosmetics; cosmetic preparations; non-medicated skin care preparations; cosmetic creams; cosmetic tanning preparations; self-tanning preparations; non-medicated sun care preparations; skin clarifying pads; sunscreen creams; essential oils; personal care products, namely, facial cleansers, facial masks, facial exfoliants, facial mists, facial creams, facial peels, facial scrubs, facial toners, serums, masks, body scrubs, lotions, moisturizers, lip balms; kits and gift sets composed primarily of cosmetics and non-medicated skin care preparations.</p> <p>044 - Interactive and online beauty and skin care consultation and esthetician services in the selection and use of cosmetics, beauty aids, personal care products, and bath, body and beauty products; skin complexion analysis services.</p>

MYCHELLE DERMACEUTICALS	European Union (EUIPO)	1229790	09/09/2014	<p>003 - Cosmetics; cosmetic preparations; non-medicated skin care preparations; cosmetic creams; cosmetic tanning preparations; self-tanning preparations; non-medicated sun care preparations; skin clarifying pads; sunscreen creams; essential oils; personal care products, namely, facial cleansers, facial masks, facial exfoliants, facial mists, facial creams, facial peels, facial scrubs, facial toners, serums, masks, body scrubs, lotions, moisturizers, lip balms; kits and gift sets composed primarily of cosmetics and non-medicated skin care preparations.</p> <p>044 - Interactive and online beauty and skin care consultation and esthetician services in the selection and use of cosmetics, beauty aids, personal care products, and bath, body and beauty products; skin complexion analysis services.</p>
MYCHELLE DERMACEUTICALS	Norway (Patentstyret)	1229790	09/09/2014	<p>003 - Cosmetics; cosmetic preparations; non-medicated skin care preparations; cosmetic creams; cosmetic tanning preparations; self-tanning preparations; non-medicated sun care preparations; skin clarifying pads; sunscreen creams; essential oils; personal care products, namely, facial cleansers, facial masks, facial exfoliants, facial mists, facial creams, facial peels, facial scrubs, facial toners, serums, masks, body scrubs, lotions, moisturizers, lip balms; kits and gift sets composed primarily of cosmetics and non-medicated skin care preparations.</p> <p>044 - Interactive and online beauty and skin care consultation and esthetician services in the selection and use of cosmetics, beauty aids, personal care products, and bath, body and beauty products; skin complexion analysis services.</p>

MYCHELLE DERMACEUTICALS	WIPO (WIPO Madrid)	1229790	09/09/2014	<p>003 - Cosmetics; cosmetic preparations; non-medicated skin care preparations; cosmetic creams; cosmetic tanning preparations; self-tanning preparations; non-medicated sun care preparations; skin clarifying pads; sunscreen creams; essential oils; personal care products, namely, facial cleansers, facial masks, facial exfoliants, facial mists, facial creams, facial peels, facial scrubs, facial toners, serums, masks, body scrubs, lotions, moisturizers, lip balms; kits and gift sets composed primarily of cosmetics and non-medicated skin care preparations.</p> <p>044 - Interactive and online beauty and skin care consultation and esthetician services in the selection and use of cosmetics, beauty aids, personal care products, and bath, body and beauty products; skin complexion analysis services.</p>
MYCHELLE DERMACEUTICALS	United Arab Emirates (IP Dept)	22559	05/09/2016	044 - Medical services; veterinary services; hygienic and beauty care for human beings or animals; agriculture, horticulture and forestry services.
MYCHELLE DERMACEUTICALS	United Arab Emirates (IP Dept)	225558	05/09/2016	003 - Cosmetics; cosmetic preparations; non-medicated skin care preparations; cosmetic creams; cosmetic tanning preparations; self-tanning preparations; non-medicated sun care preparations; essential oils; personal care products.

MYCHELLE DERMACEUTICALS	Taiwan (TIPO)	1721623	08/01/2015	<p>003 - Cosmetics; cosmetic preparations; non-medicated skin care preparations; cosmetic creams; cosmetic tanning preparations; self-tanning preparations; non-medicated sun care preparations; skin clarifying pads; sunscreen creams; essential oils; personal care products, namely, facial cleansers, facial masks, facial exfoliants, facial mists, facial creams, facial peels, facial scrubs, facial toners, serums, masks, body scrubs, lotions, moisturizers, lip balms; kits and gift sets composed primarily of cosmetics and non-medicated skin care preparations.</p> <p>044 - Interactive and online beauty and skin care consultation and esthetician services in the selection and use of cosmetics, beauty aids, personal care products, and bath, body and beauty products; skin complexion analysis services.</p>
MYCHELLE DERMACEUTICALS	China (SAIC)	19088109	06/07/2017	<p>003 - cleaning preparations; polishing preparations; abrasive preparations; essential oils; dentifrices; incense; cosmetics for animals; air fragrances</p>
MYCHELLE DERMACEUTICALS	China (SAIC)	23093399	03/07/2018	<p>003 - Cosmetics; cosmetic preparations; non-medicated skin care preparations; cosmetic creams; cosmetic tanning preparations; self-tanning preparations; non-medicated sun care preparations; skin clarifying pads; sunscreen creams; essential oils; personal care products, namely, facial cleansers, facial masks, facial exfoliants, facial mists, facial creams, facial peels, facial scrubs, facial toners, serums, masks, body scrubs, lotions, moisturizers, lip balms; kits and gift sets composed primarily of cosmetics and non-medicated skin care preparations.</p> <p>044 - Interactive and online beauty and skin care consultation and esthetician services in the selection and use of cosmetics,</p>

				beauty aids, personal care products, and bath, body and beauty products; skin complexion analysis services.
MYCHELLE DERMACEUTICALS	Canada (CIPO)	TMA991957	03/06/2018	(1) Cosmetics; cosmetic preparations; non-medicated skin care preparations; cosmetic creams; cosmetic tanning preparations; self-tanning preparations; non-medicated sun care preparations; skin clarifying pads; personal care products, namely, facial toners, body scrubs; kits and gift sets composed primarily of cosmetics and non-medicated skin care preparations. (2) Sunscreen creams; personal care products, namely, facial cleansers, facial masks, facial exfoliants, facial mists, facial creams, facial peels, facial scrubs, serums, masks, lotions, moisturizers, lip balms.
MYCHELLE DERMACEUTICALS (and design)	South Korea (KIPO)	450068795	10/20/2016	003 - cosmetics, cosmetic preparations/non-medicated skin care preparations, cosmetic creams, cosmetic tanning preparations, self-tanning preparations, non-medicated sun care preparations, cosmetic pads, cleaning pads impregnated with cosmetics, skin clarifiers, sunscreen creams, personal care products, namely, facial cleansers, facial masks, facial exfoliants, facial mists, facial creams, facial peels, facial scrubs, facial toners, serums, masks, body scrubs, lotions, moisturizers, lip balms, kits and gift sets composed primarily of cosmetics and non-medicated skin care preparations  044 - Interactive and online beauty and skin care consultation and esthetician services in the selection and use of cosmetics, beauty aids, personal care products, and bath, body and beauty products, skin complexion analysis services for cosmetic purposes, services for the care of the skin

MYCHELLE DERMACEUTICALS SKIN BEAUTY BAR	United States (USPTO)	5347016	11/28/2017	003 - cosmetics; cosmetic preparations; non-medicated skin care preparations; cosmetic creams; cosmetic tanning preparations; self-tanning preparations; non-medicated sun care preparations; pre- moistened cosmetic wipes, namely, skin clarifying pads; sunscreen creams; personal care products, namely, facial cleansers, facial masks, facial exfoliants, non- medicated facial mists, facial creams, non- medicated facial peels, facial scrubs, facial toners, non-medicated skin serums, skin masks, body scrubs, skin lotions, skin moisturizers, and lip balms; kits and gift sets composed primarily of cosmetics and non-medicated skin care preparations  044 - interactive beauty and skin care consultation and esthetician services in the selection and use of cosmetics, beauty aids, personal care products, and bath, body and beauty products; cosmetic analysis, namely, skin complexion analysis services
PERFECT C	United States (USPTO)	5703677	03/19/2019	003 - non-medicated skin care preparations; cosmetic creams; non-medicated personal skin care products, namely, facial cleansers, facial oils, facial creams, facial peels, facial toners, non-medicated skin serums, skin lotions, skin moisturizers; all the foregoing containing Vitamin C
Perfect C	Taiwan (TIPO)	1853163	07/16/2017	003 - non-medicated skin care preparations; cosmetic creams; non-medicated personal skin care products, namely, facial cleansers, facial oils, facial creams, facial peels, facial toners, non-medicated skin serums, skin lotions, skin moisturizers; all the foregoing containing Vitamin C

2. TRADEMARK APPLICATIONS

Mark

Application No.

Date

None.

3. TRADEMARK LICENSES

Name of Agreement

Date of Agreement

Parties

None.

**SCHEDULE III**  
**to**  
**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

1. COPYRIGHT REGISTRATIONS

Copyright	Owner	IP Office	Registration #	Registration Date
MyChelle Dermaceuticals Logo (Horizontal)	MyChelle Natural Skin Care, LLC d/b/a MyChelle Dermaceuticals LLC	China (NCAC)	2016-F-00280527	6/12/2016
MyChelle Dermaceuticals Logo (Vertical)	MyChelle Natural Skin Care, LLC d/b/a MyChelle Dermaceuticals LLC	China (NCAC)	2016-F-00280528	6/12/2016
MyChelle Dermaceuticals Logo	MyChelle Natural Skin Care, LLC d/b/a MyChelle Dermaceuticals LLC	China (NCAC)	2016-F-00280526	6/12/2016

2. COPYRIGHT APPLICATIONS

Copyright

Application No.

Date

None.

3. COPYRIGHT LICENSES

Name of Agreement

Date of Agreement

Parties

None.