

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM649054

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Counter Brands, LLC		05/20/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as collateral agent		
Street Address:	900 W. Trade Street		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255-0001		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	4351699	BEAUTYCOUNTER	
Registration Number:	4993617	BEAUTYCOUNTER	
Registration Number:	5874302	BEAUTYCOUNTER	
Registration Number:	5874303	BEAUTYCOUNTER	
Registration Number:	5884311	BEAUTYCOUNTER	
Registration Number:	5884324	BEAUTYCOUNTER	
Registration Number:	6283364	COUNTER	
Registration Number:	5764673	COUNTERCONTROL	
Registration Number:	5945151	COUNTERMATCH	
Registration Number:	5956577	COUNTERSUN	
Registration Number:	4622567	COUNTERTIME	
Registration Number:	4717074	NICE DO	
Registration Number:	4717073	NOT A KNOT	
Registration Number:	5314892	SAFER B WORKS	
Registration Number:	5314893	SAFER WORKS	
Registration Number:	5459947	THE NEVER LIST	
Registration Number:	5710220	THE NEVER LIST	
Registration Number:	6295402	THE NEVER LIST	
Registration Number:	6295403	THE NEVER LIST	
TRADEMARK			

CH \$515.00 4351699

Property Type	Number	Word Mark
Serial Number:	88462113	MEET TIME ON YOUR OWN TERMS

CORRESPONDENCE DATA

Fax Number: 2138924738
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: 424-386-4328
Email: dcip@milbank.com, marnold@milbank.com
Correspondent Name: Monica Arnold, Esq.
Address Line 1: 2029 Century Park East, 33rd Floor
Address Line 2: Milbank, LLP
Address Line 4: Los Angeles, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	27465.00115
NAME OF SUBMITTER:	Monica Arnold
SIGNATURE:	/s/ Monica Arnold /s/
DATE SIGNED:	05/24/2021

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of May 20, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”), is between the Person listed on the signature pages hereof (the “Grantor”) and Bank of America, N.A., as collateral agent (the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, BLUEBIRD MERGER SUB LLC, a Delaware limited liability company and wholly-owned subsidiary of Holdings (as defined below), which entity was merged with and into COUNTER BRANDS, LLC, a Delaware limited liability company (the “Company”, with the Company being the surviving entity and upon and at any time after the consummation of the Merger (as defined in the Credit Agreement), the “Borrower”), and CB INTERMEDIATE HOLDINGS II LLC, a Delaware limited liability company (“Holdings”), entered into that certain Credit Agreement, dated as of May 20, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), with the Lenders from time to time party thereto and BANK OF AMERICA, N.A., as Administrative Agent, Collateral Agent and an L/C Issuer (the “Collateral Agent”). Capitalized terms defined in the Credit Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as the case may be (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, as a condition precedent to the making of the Loans by the Lenders from time to time, the issuance of Letters of Credit by L/C Issuers from time to time, the entry into Secured Hedge Agreements by the Hedge Banks from time to time and the entry into Secured Cash Management Agreements by the Cash Management Banks from time to time, the Grantor executed and delivered that certain Security Agreement, dated as of May 20, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Grantors from time to time party thereto and the Collateral Agent.

WHEREAS, under the terms of the Security Agreement, the Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed thereunder to execute this IP Security Agreement for recording with the USPTO and/or the USCO, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

Section 1. Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations, Grantor hereby grants to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in and to the following, in each case, as to each type of property described below, whether now owned or hereafter acquired by such Grantor (the “Collateral”):

- (i) all United States Patents, including the patents and patent applications set forth in Schedule A hereto (the “Patent Collateral”);
- (ii) all United States Trademarks, including the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an

“Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent that, and solely during the period, if any, in which, the grant of a security interest therein or the assignment thereof would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law), together with the goodwill symbolized thereby (the “Trademark Collateral”);

(iii) all United States Copyrights, whether registered or unregistered, including the copyright registrations and applications set forth in Schedule C hereto (the “Copyright Collateral”);

(iv) all reissues, divisionals, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, as applicable, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing;

provided, that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (vi) or elsewhere in the Loan Documents, the security interest created hereby shall not extend to, and the term “Collateral” shall not include, any Excluded Property.

Section 2. Security for Obligations. Without limiting the specific limitations contained herein, in the Security Agreement and in the Credit Agreement with respect to the application of proceeds of the Collateral to the Obligations, this IP Security Agreement secures, in the case of the undersigned, the payment of all Secured Obligations now or hereafter existing in accordance with Section 2 of the Security Agreement.

Section 3. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any applicable government officer record this IP Security Agreement.

Section 4. Execution in Counterparts. This IP Security Agreement may be executed in one or more counterparts (and by different parties hereto in different counterparts), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by telecopier or other electronic transmission of an executed counterpart of a signature page to this Agreement shall be effective as delivery of an original executed counterpart of this IP Security Agreement.

Section 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any

conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

Section 6. Governing Law; Jurisdiction; Etc.

(a) THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

(b) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY IN THE BOROUGH OF MANHATTAN AND OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK SITTING IN THE BOROUGH OF MANHATTAN, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT IN ANY OTHER JURISDICTION, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS IP SECURITY AGREEMENT SHALL AFFECT ANY RIGHT THAT THE COLLATERAL AGENT, ANY LENDER OR ANY L/C ISSUER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THE RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT AGAINST ANY LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT IN ANY COURT REFERRED TO IN CLAUSE (b) OF THIS SECTION 6. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.02 OF THE CREDIT AGREEMENT. NOTHING IN THIS IP SECURITY AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

(e) EACH PARTY TO THIS IP SECURITY AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS IP SECURITY AGREEMENT OR IN ANY WAY

CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS IP SECURITY AGREEMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS IP SECURITY AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF SECTION 10.17 OF THE CREDIT AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

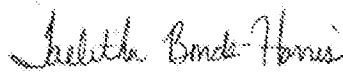
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IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

COUNTER BRANDS LLC

By: 
Name: Nital Scott
Title: Chief Financial Officer

BANK OF AMERICA, N.A.,
as Collateral Agent

By: 
Name: Taelitha Bonds-Harris
Title: Assistant Vice President

**Schedule A to
Intellectual Property Security Agreement**



Patents

Title	Application Number	Application Date	Patent Number	Issue Date	Owner
Skin Mimicking Emulsion	15906600	02/27/2018	10966914	04/06/2021	Counter Brands, LLC

**Schedule B to
Intellectual Property Security Agreement**

Trademarks

Registrations

Trademark	Registration Number	Registration Date	Current Owner of Record
BEAUTYCOUNTER	4351699	06/11/2013	Counter Brands, LLC
BEAUTYCOUNTER	4993617	07/05/2016	Counter Brands, LLC
BEAUTYCOUNTER	5874302	10/01/2019	Counter Brands, LLC
BEAUTYCOUNTER	5874303	10/01/2019	Counter Brands, LLC
BEAUTYCOUNTER	5884311	10/15/2019	Counter Brands, LLC
BEAUTYCOUNTER	5884324	10/15/2019	Counter Brands, LLC
COUNTER	6283364	03/02/2021	Counter Brands, LLC
COUNTERCONTROL	5764673	5/28/2019	Counter Brands, LLC
COUNTERMATCH	5945151	12/24/2019	Counter Brands, LLC
COUNTERSUN	5956577	01/07/2020	Counter Brands, LLC
COUNTERTIME	4622567	10/14/2014	Counter Brands, LLC
Four N Logo without the word Nude 	3441037 (IR 0927817)	06/03/2008	Counter Brands LLC
NICE DO	4717074	04/07/2015	Counter Brands, LLC
NOT A KNOT	4717073	04/07/2015	Counter Brands, LLC
NUDE	3476728 (IR 0878412)	07/29/2008	Counter Brands LLC
SAFER B WORKS Logo 	5314892	10/24/2017	Counter Brands, LLC
SAFER WORKS	5314893	10/24/2017	Counter Brands, LLC
THE NEVER LIST	5459947	05/01/2018	Counter Brands, LLC
THE NEVER LIST	5710220	03/26/2019	Counter Brands, LLC
THE NEVER LIST	6295402	03/16/2021	Counter Brands, LLC
THE NEVER LIST	6295403	03/16/2021	Counter Brands, LLC

Applications

Trademark	Application Number	Application Date	Current Owner of Record
MEET TIME ON YOUR OWN TERMS	88462113	06/06/2019	Counter Brands, LLC

**Schedule C to
Intellectual Property Security Agreement**

Registrations

Title	Copyright Number	Registration Date	Owner
Beautycounter Website	TX0008757925	05/13/2019	Counter Brands, LLC
Never List - Revised April 2018	TX0008742769	07/24/2018	Counter Brands, LLC
SER REPORT 2018	TX0008742773	07/24/2018	Counter Brands, LLC
SER REPORT 2019	TX0008757935	05/13/2019	Counter Brands, LLC
SER 2017	TX0008770112	07/18/2019	Counter Brands, LLC
The Never List	TX0007953568	08/28/2014	Beautycounter