

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM665920

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Back-Up Trademark Security Agreement		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Beautyge I		07/22/2021	Company Limited By Shares: CAYMAN ISLANDS
RECEIVING PARTY DATA			
Name:	BrandCo Almay 2020 LLC		
Street Address:	3411 SILVERSIDE ROAD		
Internal Address:	TATNALL BUILDING #104 C/O CORPORATE CREATIONS NETWORK INC.		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19810		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78127616	ALMAY NEARLY NAKED	
CORRESPONDENCE DATA			
Fax Number:			
	<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>		
Email:	skirschenheiter@paulweiss.com, snygren@paulweiss.com, mmcguire@paulweiss.com, mangelopoulos@paulweiss.com		
Correspondent Name:	Sarah M. Kirschenheiter		
Address Line 1:	1285 Avenue of the Americas		
Address Line 2:	Paul Weiss Rifkind Wharton & Garrison LLP		
Address Line 4:	New York, NEW YORK 10019-6064		
ATTORNEY DOCKET NUMBER:	002500-364		
NAME OF SUBMITTER:	Sarah Kirschenheiter		
SIGNATURE:	/Sarah Kirschenheiter/		
DATE SIGNED:	08/09/2021		
Total Attachments: 4			
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BACK-UP TRADEMARK SECURITY AGREEMENT

This **BACK-UP TRADEMARK SECURITY AGREEMENT**, dated as of July 22, 2021 (this "Agreement"), is made by Beautyge I, an exempted company incorporated under the law of Cayman Islands with limited liability, as Grantor (the "Grantor") in favor of BrandCo Almay 2020 LLC, a Delaware limited liability company ("BrandCo") for the benefit of the Secured Parties.

WHEREAS, pursuant to the Lower Tier Transfer and Contribution Agreement, dated as of May 7, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the "Contribution Agreement"), between the Grantor and BrandCo, if any Conveyance thereunder shall be characterized as a loan and not as a transfer and/or contribution, BrandCo and its assignees shall have a security interest in the Grantor's right, title and interest in, to and under the Trademark Collateral (as defined below); and

WHEREAS, pursuant to Section 2.1(c) of the Contribution Agreement, the Grantor agreed to execute and deliver this Agreement, in order to record the security interest granted to BrandCo with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with BrandCo as follows:

SECTION 1. Defined Terms

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Contribution Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security. The Grantor hereby grants to BrandCo a security interest in all of the Grantor's right, title and interest in and to the following property now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral") as collateral security for the payment or performance, as the case may be (whether at the stated maturity, by acceleration or otherwise), of the Secured Obligations (as defined in the Credit Agreement):

(i) all trademarks, trade names, corporate names, company names, business names, domain names, fictitious business names, trade dress, service marks, logos and other source or business identifiers, designs and general intangibles of like nature, (ii) all goodwill associated therewith or symbolized thereby and all common-law rights related thereto, (iii) all registrations and recordings thereof, and all applications in connection therewith including, without limitation, the United States registrations and applications listed in Schedule A attached hereto, (iv) the right to obtain all renewals thereof, (v) all rights to sue at law or in equity for any infringement, dilution or other violation thereof, including the right to receive all Proceeds and damages therefrom, and (vi) all other rights, priorities and privileges relating thereto.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a trademark or service mark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, 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, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to BrandCo pursuant to the Contribution Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of BrandCo with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Contribution Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Contribution Agreement, the provisions of the Contribution Agreement shall control. For the avoidance of doubt, the obligation under this Agreement shall include the recordation of the security interests granted under this Agreement in the register of mortgages and charges of Grantor.

SECTION 4. Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS TO THE EXTENT THAT THE SAME ARE NOT MANDATORILY APPLICABLE BY STATUTE AND THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.

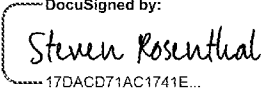
SECTION 5. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

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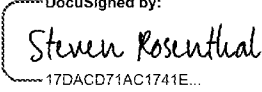
IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Beautyge I, as Grantor

By: 
Name: Steven Rosenthal
Title: Authorized Signatory

Accepted and Agreed:

BrandCo Almay 2020 LLC

By: 
Name: Steven Rosenthal
Title: Vice President and Secretary

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Application Date	Registration Date	Trademark Status	Application No.	Registration No.
ALMAY NEARLY NAKED	9-May-02	9-Dec-2003	Registered	78127616	2793018