

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM692741

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
bareMinerals US Buyer LLC		12/06/2021	Limited Liability Company: DELAWARE
Laura Mercier US Buyer LLC		12/06/2021	Limited Liability Company: DELAWARE
BUXOM US Buyer LLC		12/06/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Jefferies Finance LLC		
Street Address:	520 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 99			
Property Type	Number	Word Mark	
Registration Number:	5336631	BIG TEASE	
Registration Number:	5455129	VA-VA-PLUMP	
Registration Number:	5418239	BUXOM	
Registration Number:	5509927	SEXYSMOKY	
Registration Number:	5587872	PILLOWPOUT	
Registration Number:	5892759	BUXOM FULL FORCE	
Registration Number:	5979547	XTROVERT	
Registration Number:	6114469	STAYCATION VIBES	
Registration Number:	6153181	WHITE RUSSIAN	
Registration Number:	6147576	BUXOM DOLLY	
Registration Number:	5087995	HOLD THE LINE	
Registration Number:	5096804	BUXOM BIG & SEXY	
Registration Number:	6029370	WANDERLUST	
Registration Number:	3290215	BUXOM	
Registration Number:	3704645	BUXOM BABES	

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Property Type	Number	Word Mark
Registration Number:	4505979	FULL-ON
Registration Number:	4580943	SERIAL KISSER
Registration Number:	5101554	SHIMMER SHOCK
Registration Number:	5051178	WILDLY WHIPPED
Registration Number:	5129964	MAY CONTAIN NUDITY
Registration Number:	6054476	PURE CANVAS PRIMER
Registration Number:	5525144	HOUSE OF FLAWLESS
Registration Number:	2650625	EAU DE LUNE
Registration Number:	3114248	LAURA MERCIER
Registration Number:	2350939	LAURA MERCIER
Registration Number:	2750756	LAURA MERCIER
Registration Number:	2446387	LAURA MERCIER
Registration Number:	4502382	LAURA MERCIER OVARIAN CANCER FUND
Registration Number:	2642177	L'HEURE MAGIQUE
Registration Number:	4729000	PAINT WASH
Registration Number:	4952646	VELOUR LOVERS
Registration Number:	5392432	MAKEUP SO PURE YOU CAN SLEEP IN IT
Registration Number:	5646258	BARE
Registration Number:	5386671	BAREMINERALS
Registration Number:	5380718	BAREMINERALS MADE-2-FIT
Registration Number:	5823127	THE POWER OF GOOD
Registration Number:	5922576	CLEAN WITHOUT COMPROMISE
Registration Number:	6212073	STRENGTH & LENGTH
Registration Number:	6109108	CLEAN WITHOUT COMPROMISING PERFORMANCE
Registration Number:	5938094	BARESKIN
Registration Number:	6310055	BAREMINERALS AGELESS
Registration Number:	4928341	BARE HAVEN
Registration Number:	5330026	CLAY CHAMELEON
Registration Number:	4928334	SKINLONGEVITY
Registration Number:	4875054	SHAKE, DROP, BUFF
Registration Number:	5100888	BRILLIANT FUTURE
Registration Number:	4973865	COMPLEXION RESCUE
Registration Number:	4928284	SKINMIMETIC
Registration Number:	4918973	BE ORIGINAL. BE NATURAL. BE GOOD.
Registration Number:	5530470	LASHTOPIA
Registration Number:	5100894	MIX. EXFOLIATE. SMOOTH.
Registration Number:	4928456	PURE PLUSH
Registration Number:	4928451	SMART COMBINATION

Property Type	Number	Word Mark
Registration Number:	5335729	AGELESS GENIUS
Registration Number:	5114980	OIL OBSESSED
Registration Number:	4909592	POP OF PASSION
Registration Number:	4928283	SKINSORIALS
Registration Number:	5129471	BAREMINERALS CORRECTIVES
Registration Number:	5296862	BAREMINERALS DIRTY DETOX
Registration Number:	4939206	FAB FRIENDS AND BENEFITS
Registration Number:	5051307	BAREPRO
Registration Number:	5087994	ETERNALIXIR
Registration Number:	1814638	M.D. FORMULATIONS
Registration Number:	4392398	STROKE OF LIGHT
Registration Number:	2848678	SWIRL, TAP, BUFF
Registration Number:	3368906	TUTORIALS
Registration Number:	3527901	WELL-RESTED
Registration Number:	3377239	BARE ESCENTUALS
Registration Number:	4220489	BARE ESCENTUALS
Registration Number:	3377301	BARE ESCENTUALS
Registration Number:	3369324	BARE RADIANCE
Registration Number:	2321607	BAREMINERALS
Registration Number:	3377240	BAREMINERALS
Registration Number:	4250992	BAREMINERALS
Registration Number:	3090836	BAREMINERALS
Registration Number:	3377302	BAREMINERALS
Registration Number:	4106827	BAREMINERALS READY
Registration Number:	3003497	BAREVITAMINS
Registration Number:	4848169	BLEMISH REMEDY
Registration Number:	3434020	GET STARTED
Registration Number:	4538794	LASH DOMINATION
Registration Number:	4330667	MARVELOUS MOXIE
Registration Number:	2885884	MINERAL VEIL
Registration Number:	4297045	PRIME TIME
Registration Number:	4334571	PURE TRANSFORMATION
Registration Number:	3704598	PURELY NOURISHING
Registration Number:	5042737	GEN NUDE
Registration Number:	4580278	BARESKIN
Registration Number:	6097494	MINERALIST
Registration Number:	6349312	BLONZER
Serial Number:	88822156	PLUMPLINE

Property Type	Number	Word Mark
Serial Number:	88869363	DOLLY
Serial Number:	88303563	ATELIER MERCIER
Serial Number:	88891044	REAL FLAWLESS
Serial Number:	90168988	MATCHED
Serial Number:	90169054	MATCHED BY LAURA MERCIER
Serial Number:	88381879	MAKEUP SO PURE AND CLEAN YOU CAN SLEEP I
Serial Number:	90121772	MAXIMIST
Serial Number:	90657848	TRANSLUCENT PURE SETTING SPRAY

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: 2128192511
Email: iprecordations@whitecase.com
Correspondent Name: Kate Andes/ White & Case LLP
Address Line 1: 1221 Avenue of the Americas
Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER:	1155735-0268-CM65
NAME OF SUBMITTER:	Kate Andes
SIGNATURE:	/Kate Andes/
DATE SIGNED:	12/06/2021

Total Attachments: 18

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of December 6, 2021, (this “Agreement”), by bareMinerals US Buyer LLC, a Delaware limited liability company, Laura Mercier US Buyer LLC, a Delaware limited liability company, and BUXOM US Buyer LLC (each, a “Grantor”) in favor of the Administrative Agent referred to below.

Reference is made to that certain Pledge and Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “US Security Agreement”), among the US Loan Parties (as defined therein) from time to time party thereto and the Administrative Agent. The Lenders (as defined in the Credit Agreement referred to below) and Issuing Banks (as defined in the Credit Agreement) have extended credit to the Borrowers (as defined in the Credit Agreement) subject to the terms and conditions set forth in that certain Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among AI Beauty Holdings Ltd., a private limited company incorporated under the laws of England and Wales, AI Beauty Intermediate Limited, a private limited company incorporated under the laws of England and Wales, bareMinerals US Buyer LLC, a Delaware limited liability company, the other Borrowers from time to time party thereto, the Lenders and Issuing Banks from time to time party thereto and Jefferies Finance LLC, in its capacities as administrative agent for the Lenders and collateral agent for the Secured Parties (as defined therein) (in such capacities and together with its successors and assigns, the “Administrative Agent”). Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the US Security Agreement, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used herein but not otherwise defined herein shall have the meanings assigned to such terms in the US Security Agreement or the Credit Agreement, as applicable, as in effect on the date hereof.

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the US Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of such Grantor and regardless of where located (collectively, the “IP Collateral”):

- A. all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all Patents, including the issued Patents and pending applications in the United States Patent and Trademark Office listed on Schedule II hereto;
- C. all Copyrights, including the Copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule III hereto; and
- D. all Proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the

Administrative Agent pursuant to the US Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the IP Collateral are more fully set forth in the US Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the US Security Agreement, the terms of the US Security Agreement shall govern.

SECTION 4. Termination or Release. In connection with any termination or release pursuant to Section 7.12 of the US Security Agreement, the Administrative Agent shall promptly execute and deliver to the applicable Grantor, at such Grantor's expense, such documents that such Grantor shall reasonably request to evidence and/or effectuate the termination or release of the security interest granted herein.

SECTION 5. Governing Law. This Agreement, and any claim, controversy or dispute arising under or related to this Agreement, whether in tort, contract (at law or in equity) or otherwise, shall be governed by, and construed and interpreted in accordance with , the laws of the State of New York.

SECTION 6. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or by email as a ".pdf" or ".tif" attachment or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement. It is understood and agreed that, subject to any Requirement of Law, the words "execution", "signed", "signature", "delivery" and words of like import in or relating to this Agreement shall be deemed to include any Electronic Signature, delivery or the keeping of any record in electronic form, each of which shall have the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system to the extent and as provided for in any applicable Requirements of Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any similar state laws based on the Uniform Electronic Transactions Act.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**BAREMINERALS US BUYER LLC
BUXOM US BUYER LLC
LAURA MERCIER US BUYER LLC**

DocuSigned by:
By: Michael White
Name: Michael White
Title: Secretary

SCHEDULE I

TRADEMARKS

OWNER	TRADEMARK	STATUS	APPLICATION DATE	APPLICATION NUMBER	REGISTRATION DATE	REGISTRATION NUMBER
BUXOM US Buyer LLC	BIG TEASE	Active Registration	9/14/2016	87171061	11/14/2017	5336631
BUXOM US Buyer LLC	VA-VA-PLUMP	Active Registration	6/30/2017	87512248	4/24/2018	5455129
BUXOM US Buyer LLC	BUXOM	Active Registration	8/21/2017	87577440	3/6/2018	5418239
BUXOM US Buyer LLC	SEXYSMOKY	Active Registration	9/8/2017	87600801	7/3/2018	5509927
BUXOM US Buyer LLC	PILLOWPOUT	Active Registration	10/26/2017	87661116	10/16/2018	5587872
BUXOM US Buyer LLC	BUXOMFULL FORCE	Active Registration	9/20/2018	88125395	10/22/2019	5892759
BUXOM US Buyer LLC	XTROVERT	Active Registration	2/5/2019	88289307	2/4/2020	5979547
BUXOM US Buyer LLC	STAYCATION VIBES	Active Registration	3/28/2019	88360759	7/28/2020	6114469
BUXOM US Buyer LLC	WHITE RUSSIAN	Active Registration	3/9/2020	88826792	9/15/2020	6153181

OWNER	TRADEMARK	STATUS	APPLICATION DATE	APPLICATION NUMBER	REGISTRATION DATE	REGISTRATION NUMBER
BUXOM US Buyer LLC	BUXOM DOLLY	Active Registration	4/13/2020	88869378	9/8/2020	6147576
BUXOM US Buyer LLC	HOLD THE LINE	Active Registration	9/16/2015	5087995	11/22/2016	5087995
BUXOM US Buyer LLC	BUXOM BIG & SEXY	Active Registration	9/22/2015	86765079	12/6/2016	5096804
BUXOM US Buyer LLC	WANDERLUST	Active Registration	5/24/2012	85634581	4/7/2020	6029370
BUXOM US Buyer LLC	BUXOM	Active Registration	2/8/2007	77103167	9/11/2007	3290215
BUXOM US Buyer LLC	BUXOM BABES	Active Registration	2/18/2009	77673298	11/3/2009	3704645
BUXOM US Buyer LLC	FULL-ON	Active Registration	4/17/2012	85600116	4/1/2014	4505979
BUXOM US Buyer LLC	SERIAL KISSER	Active Registration	12/4/2012	85794692	8/5/2014	4580943
BUXOM US Buyer LLC	SHIMMER SHOCK	Active Registration	9/16/2015	86759197	12/13/2016	5101554
BUXOM US Buyer LLC	WILDLY WHIPPED	Active Registration	9/16/2015	86759195	9/27/2016	5051178
BUXOM US Buyer LLC	MAY CONTAIN NUDDITY	Active Registration	9/16/2015	86759206	1/24/2017	5129964

OWNER	TRADEMARK	STATUS	APPLICATION DATE	APPLICATION NUMBER	REGISTRATION DATE	REGISTRATION NUMBER
Laura Mercier US Buyer LLC	PURE CANVAS PRIMER	Active Registration	3/18/2019	88344314	5/12/2020	6054476
Laura Mercier US Buyer LLC	HOUSE OF FLAWLESS	Active Registration	2/5/2015	86/525966	7/24/2018	5525144
Laura Mercier US Buyer LLC	EAU DE LUNE	Active Registration	8/13/2001	76/299034	11/12/2002	2650625
Laura Mercier US Buyer LLC	LAURA MERCIER	Active Registration	7/22/2005	78/676760	7/11/2006	3114248
Laura Mercier US Buyer LLC	LAURA MERCIER	Active Registration	4/3/1997	75/979113	5/16/2000	2350939
Laura Mercier US Buyer LLC	LAURA MERCIER	Active Registration	4/3/1997	75/983113	8/12/2003	2750756
Laura Mercier US Buyer LLC	LAURA MERCIER	Active Registration	4/10/2000	76/022818	4/24/2001	2446387
Laura Mercier US Buyer LLC	laura mercier OVARIAN CANCER FUND and Ribbon Design	Active Registration	6/28/2012	85/663644	3/25/2014	4502382
Laura Mercier US Buyer LLC	L'HEURE MAGIQUE	Active Registration	6/13/2001	76/270990	10/29/2002	2642177
Laura Mercier US Buyer LLC	PAINT WASH	Active Registration	3/28/2014	86/234990	4/28/2015	4729000

OWNER	TRADEMARK	STATUS	APPLICATION DATE	APPLICATION NUMBER	REGISTRATION DATE	REGISTRATION NUMBER
Laura Mercier US Buyer LLC	VELOUR LOVERS	Active Registration	2/16/2015	86/536116	5/3/2016	4952646
bareMinerals US Buyer LLC	MAKEUP SO PURE YOU CAN SLEEP IN IT	Active Registration	4/25/2016	87012583	1/30/2018	5392432
bareMinerals US Buyer LLC	BARE	Active Registration	6/12/2017	87484578	1/8/2019	5646258
bareMinerals US Buyer LLC	BAREMINERALS	Active Registration	7/26/2017	87543358	1/23/2018	5386671
bareMinerals US Buyer LLC	BAREMINERALS MADE-2-FIT	Active Registration	8/4/2017	87556133	1/16/2018	5380718
bareMinerals US Buyer LLC	THE POWER OF GOOD	Active Registration	7/2/2018	88022890	7/30/2019	5823127
bareMinerals US Buyer LLC	CLEAN WITHOUT COMPROMISE	Active Registration	12/20/2018	88237048	11/26/2019	5922576
bareMinerals US Buyer LLC	STRENGTH & LENGTH	Active Registration	6/4/2019	88458457	12/1/2020	6212073
bareMinerals US Buyer LLC	CLEAN WITHOUT COMPROMISING PERFORMANCE	Active Registration	6/25/2019	88488283	7/21/2020	6109108
bareMinerals US Buyer LLC	BARESKIN	Active Registration	7/12/2019	88511460	12/17/2019	5938094
bareMinerals US Buyer LLC	BAREMINERALS AGELESS	Active Registration	11/18/2019	88695958	3/30/2021	6310055

OWNER	TRADEMARK	STATUS	APPLICATION DATE	APPLICATION NUMBER	REGISTRATION DATE	REGISTRATION NUMBER
bareMinerals US Buyer LLC	BARE HAVEN	Active Registration	9/8/2014	86388578	3/29/2016	4928341
bareMinerals US Buyer LLC	CLAY CHAMELEON	Active Registration	9/3/2014	86384696	11/7/2017	5330026
bareMinerals US Buyer LLC	SKINLONGEVITY	Active Registration	9/3/2014	86384692	3/29/2016	4928334
bareMinerals US Buyer LLC	SHAKE, DROP, BUFF	Active Registration	3/14/2014	86222178	12/22/2015	4875054
bareMinerals US Buyer LLC	BRILLIANT FUTURE	Active Registration	10/29/2014	86439058	12/13/2016	5100888
bareMinerals US Buyer LLC	COMPLEXION RESCUE	Active Registration	9/2/2014	86382766	6/7/2016	4973865
bareMinerals US Buyer LLC	SKINMIMETIC	Active Registration	8/6/2014	86359437	3/29/2016	4928284
bareMinerals US Buyer LLC	BE ORIGINAL. BE NATURAL. BE GOOD.	Active Registration	9/5/2014	86386859	3/15/2016	4918973
bareMinerals US Buyer LLC	LASHTOPIA	Active Registration	9/16/2014	86396591	7/31/2018	5530470
bareMinerals US Buyer LLC	MIX. EXFOLIATE. SMOOTH.	Active Registration	11/3/2014	86443272	12/13/2016	5100894
bareMinerals US Buyer LLC	PURE PLUSH	Active Registration	11/3/2014	86443275	3/29/2016	4928456

OWNER	TRADEMARK	STATUS	APPLICATION DATE	APPLICATION NUMBER	REGISTRATION DATE	REGISTRATION NUMBER
bareMinerals US Buyer LLC	SMART COMBINATION	Active Registration	10/31/2014	86441889	3/29/2016	4928451
bareMinerals US Buyer LLC	AGELESS GENIUS	Active Registration	9/17/2014	86397631	11/14/2017	5335729
bareMinerals US Buyer LLC	OIL OBSESSED	Active Registration	9/8/2014	86388591	1/3/2017	5114980
bareMinerals US Buyer LLC	POP OF PASSION	Active Registration	9/2/2014	86382910	3/1/2016	4909592
bareMinerals US Buyer LLC	SKINSORIALS	Active Registration	8/6/2014	86359356	3/29/2016	4928283
bareMinerals US Buyer LLC	BAREMINERALS CORRECTIVES	Active Registration	8/6/2014	86359335	1/24/2017	5129471
bareMinerals US Buyer LLC	BAREMINERALS DIRTY DETOX	Active Registration	6/5/2015	86653756	9/26/2017	5296862
bareMinerals US Buyer LLC	fab friends and benefits (stylized script)	Active Registration	6/8/2015	86655193	4/19/2016	4939206
bareMinerals US Buyer LLC	BAREPRO	Active Registration	11/16/2015	86821989	9/27/2016	5051307
bareMinerals US Buyer LLC	ETERNALIXIR	Active Registration	9/16/2015	86759203	11/22/2016	5087994
bareMinerals US Buyer LLC	M.D. FORMULATIONS	Active Registration	2/5/1993	74357252	1/4/1994	1814638

OWNER	TRADEMARK	STATUS	APPLICATION DATE	APPLICATION NUMBER	REGISTRATION DATE	REGISTRATION NUMBER
bareMinerals US Buyer LLC	STROKE OF LIGHT	Active Registration	4/12/2013	85903357	8/27/2013	4392398
bareMinerals US Buyer LLC	SWIRL, TAP, BUFF	Active Registration	8/23/2002	76443195	6/1/2004	2848678
bareMinerals US Buyer LLC	TUTORIALS	Active Registration	5/11/2007	77179314	1/15/2008	3368906
bareMinerals US Buyer LLC	WELL-RESTED	Active Registration	7/5/2005	76642220	11/4/2008	3527901
bareMinerals US Buyer LLC	BARE ESSENTUALS	Active Registration	1/12/2007	77082428	2/5/2008	3377239
bareMinerals US Buyer LLC	BARE ESSENTUALS	Active Registration	8/3/2011	85388739	10/9/2012	4220489
bareMinerals US Buyer LLC	BARE ESSENTUALS (Stylized)	Active Registration	1/31/2007	77096249	2/5/2008	3377301
bareMinerals US Buyer LLC	BARE RADIANCE	Active Registration	5/3/2006	78875689	1/15/2008	3369324
bareMinerals US Buyer LLC	BAREMINERALS	Active Registration	3/8/1999	75655198	2/22/2000	2321607
bareMinerals US Buyer LLC	BAREMINERALS	Active Registration	1/12/2007	77082449	2/5/2008	3377240
bareMinerals US Buyer LLC	BAREMINERALS	Active Registration	8/11/2011	85395676	11/27/2012	4250992

OWNER	TRADEMARK	STATUS	APPLICATION DATE	APPLICATION NUMBER	REGISTRATION DATE	REGISTRATION NUMBER
bareMinerals US Buyer LLC	BAREMINERALS (Stylized)	Active Registration	12/29/2004	76626493	5/9/2006	3090836
bareMinerals US Buyer LLC	BAREMINERALS (Stylized)	Active Registration	1/31/2007	77096255	2/5/2008	3377302
bareMinerals US Buyer LLC	BAREMINERALS READY	Active Registration	3/23/2011	85274813	2/28/2012	4106827
bareMinerals US Buyer LLC	BAREVITAMINS	Active Registration	9/3/2004	76610056	10/4/2005	3003497
bareMinerals US Buyer LLC	BLEMISH REMEDY	Active Registration	9/8/2014	86388807	11/3/2015	4848169
bareMinerals US Buyer LLC	GET STARTED	Active Registration	2/16/2007	77110048	5/27/2008	3434020
bareMinerals US Buyer LLC	LASH DOMINATION	Active Registration	10/12/2012	85753323	5/27/2014	4538794
bareMinerals US Buyer LLC	MARVELOUS MOXIE	Active Registration	4/17/2012	85600289	5/7/2013	4330667
bareMinerals US Buyer LLC	MINERAL VEIL	Active Registration	5/19/2003	76515425	9/21/2004	2885884
bareMinerals US Buyer LLC	PRIME TIME	Active Registration	6/16/2011	85347999	3/5/2013	4297045
bareMinerals US Buyer LLC	PURE TRANSFORMATION	Active Registration	9/19/2012	85732986	5/14/2013	4334571

OWNER	TRADEMARK	STATUS	APPLICATION DATE	APPLICATION NUMBER	REGISTRATION DATE	REGISTRATION NUMBER
bareMinerals US Buyer LLC	PURELY NOURISHING	Active Registration	1/29/2009	77659364	11/3/2009	3704598
bareMinerals US Buyer LLC	GEN NUDE	Active Registration	9/17/2015	86760584	9/13/2016	5042737
bareMinerals US Buyer LLC	BARESKIN	Active Registration	9/3/2009	77820108	8/5/2014	4580278
bareMinerals US Buyer LLC	MINERALIST	Active Registration	5/7/2019	88418601	7/7/2020	6097494
bareMinerals US Buyer LLC	BLONZER	Active Registration	1/20/2020	88754813	5/11/2021	6349312

TRADEMARK APPLICATIONS

OWNER	TRADEMARK	STATUS	APPLICATION DATE	APPLICATION NUMBER
BUXOM US Buyer LLC	PLUMPLINE	Active Application (USE)	3/5/2020	88822156
BUXOM US Buyer LLC	DOLLY	Active Application	4/13/2020	88869363
Laura Mercier US Buyer LLC	ATELIER MERCIER	Allowed	2/15/2019	88303563

OWNER	TRADEMARK	STATUS	APPLICATION DATE	APPLICATION NUMBER
Laura Mercier US Buyer LLC	REAL FLAWLESS	Allowed	4/28/2020	88891044
Laura Mercier US Buyer LLC	MATCHED	Allowed	9/9/2020	90168988
Laura Mercier US Buyer LLC	MATCHED BY LAURA MERCIER	Active Application	9/9/2020	90169054
bareMinerals US Buyer LLC	MAKEUP SO PURE AND CLEAN YOU CAN SLEEP IN IT	Active Application	4/11/2019	88381879
bareMinerals US Buyer LLC	MAXIMIST	Active Application	8/18/2020	90121772
bareMinerals US Buyer LLC	TRANSLUCENT PURE SETTING SPRAY	Active Application	4/20/2021	90657848

PATENTS

SCHEDULE II

OWNER	PATENT	STATUS	PUBLICATION DATE	PATENT NUMBER
bareMinerals US Buyer LLC	Brush with recessed bristles	Granted	8/1/2017	D793,090
bareMinerals US Buyer LLC	Brush head with recessed bristles, brush, method of making and method of using same	Granted	5/2/2017	9,635,927
bareMinerals US Buyer LLC	Brush head with recessed convex bristles	Granted	11/1/2016	D770,185
bareMinerals US Buyer LLC	Brush head skirt	Granted	8/7/2018	D824,678
bareMinerals US Buyer LLC	Brush head with recessed bristles, brush, method of making and method of using same	Granted	12/31/2019	10,517,383
bareMinerals US Buyer LLC	Brush	Granted	1/31/2017	D777,448
bareMinerals US Buyer LLC	Cosmetic powder container with rotating dispensing mechanism	Granted	11/29/2011	8066019

OWNER	PATENT	STATUS	PUBLICATION DATE	PATENT NUMBER
bareMinerals US Buyer LLC	Cosmetic Brush with V-Cut Shaped Bristles	Granted	6/17/2008	D571,105
bareMinerals US Buyer LLC	Cosmetic Applicator	Granted	11/5/2013	D692,672
bareMinerals US Buyer LLC	Microgel and external compositions containing the same	Granted	2/5/2013	8367082
bareMinerals US Buyer LLC	Insoluble Powder, Powder for Restoring Barrier Function of Skin, Powder for Preventing/mitigating skin chapping, and preparation containing the same for external use on skin.	Granted	8/31/2010	7785636
bareMinerals US Buyer LLC	Thickener, cosmetic preparation containing the same, and process for producing the same	Granted	4/19/2011	7927615
bareMinerals US Buyer LLC	Longevity gene-expression enhancer	Granted	12/3/2019	10493116

OWNER	PATENT	STATUS	PUBLICATION DATE	PATENT NUMBER
bareMinerals US Buyer LLC	Fat Stem Cell Attractant-Containing Agent for Improving Skin Looseness or Aging Caused by Dermal Cavitation	Granted	2/16/2021	10918590
bareMinerals US Buyer LLC	Parakeratosis inhibitor and skin preparation for external use	Granted	11/19/2013	8586638
bareMinerals US Buyer LLC	Lymphatic vessel stabilizer	Granted	2/5/2013	8367124
bareMinerals US Buyer LLC	Skin treatment composition	Granted	12/1/2009	7625574
bareMinerals US Buyer LLC	Skin treatment composition	Granted	4/10/2012	8153142
bareMinerals US Buyer LLC	VEGFC production promoter	Granted	4/21/2020	10624829

PATENT APPLICATIONS

OWNER	PATENT	STATUS	PUBLICATION DATE	PATENT NUMBER
bareMinerals US Buyer LLC	Cosmetic Applicator Design	Pending / Not published		
bareMinerals US Buyer LLC	Oil-In-Water Type Cosmetic Composition	On Appeal	{1/12/2017}	{20170007512}
bareMinerals US Buyer LLC	VE-Cadherin Expression Promoting Agent and/or Integrin a5 Expression Promoting Agent	Published	{3/18/2021}	{20210077556}
bareMinerals US Buyer LLC	VEGFC production promoter	Published	{7/16/2020}	{20200222294}

SCHEDULE III

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OWNER	COPYRIGHT	REGISTRATION DATE	REGISTRATION NUMBER
Laura Mercier US Buyer LLC	Laura Mercier flawless face	2000	PA0001086136
Laura Mercier US Buyer LLC	New beauty secrets.	2006	TX0006449644
bareMinerals US Buyer LLC	BareMinerals 1.	2001	PA0001694602
bareMinerals US Buyer LLC	Bare Escentuals for audio transcripts.	2001	TX0005664854
bareMinerals US Buyer LLC	BareMinerals 2.	2003	PA0001694601
bareMinerals US Buyer LLC	BareMinerals 3.	2005	PA0001694600
bareMinerals US Buyer LLC	BareMinerals 4.1.	2006	PA0001694599
bareMinerals US Buyer LLC	BareMinerals 4.2 Refresh.	2006	PA0001694598
bareMinerals US Buyer LLC	BareMinerals 5.14.	2007	PA0001694597
bareMinerals US Buyer LLC	BareMinerals DVD How-To Guide.	2007	PA0001694596
bareMinerals US Buyer LLC	BareMinerals DVD how-to guide.	2007	PA0001598733
bareMinerals US Buyer LLC	BareMinerals 6.1.	2008	PA0001663512
bareMinerals US Buyer LLC	BareMinerals 6.10 Mascara Refresh.	2009	PA0001663514
bareMinerals US Buyer LLC	BareMinerals 6.11.	2010	PA0001697552

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None.