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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM698350

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Supergoop LLC	FORMERLY Taylor James, LLC	12/29/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Collateral Agent
Street Address:	500 Stanton Christiana Road
City:	Newark
State/Country:	DELAWARE
Postal Code:	19713
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	5698041	EVERY. SINGLE. DAY.
Registration Number:	5723232	EXPERTS IN SPF
Registration Number:	6049570	GLOWSCREEN
Registration Number:	6060687	MATTESCREEN
Registration Number:	5509224	OUNCE BY OUNCE
Registration Number:	6089569	PROTECT YOUR INVESTMENT
Registration Number:	6365910	SHEERSCREEN
Registration Number:	5886561	SHIMMERSHADE
Registration Number:	6396838	SPF OBSESSED
Registration Number:	5814021	SUNNYSCREEN
Registration Number:	5607610	SUNSCREEN BARTENDER
Registration Number:	3840059	SUPERGOOP!
Registration Number:	5091242	SUPERGOOP!
Registration Number:	6321784	SUPERGOOP!
Registration Number:	5579791	SUPERGOOP! PLAY
Registration Number:	5100453	SUPERGOOP!
Registration Number:	5711292	SUPERSCREEN
Registration Number:	6423666	THE BRIGHT SIDE
Registration Number:	5764264	UNSEEN SUNSCREEN TRADEMARK

TRADEMARK

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Property Type	Number	Word Mark
Registration Number:	5905509	ZINCSCREEN
Serial Number:	97078887	CC SCREEN
Serial Number:	97078747	HANDSCREEN
Serial Number:	97078745	POOF
Serial Number:	97107023	READY. SET. PLAY!
Serial Number:	97078740	THE SPF SQUAD

CORRESPONDENCE DATA

Fax Number: 6175269899

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: 6175269628

Email: cslattery@proskauer.com

Correspondent Name: Christine Slattery
Address Line 1: Proskauer Rose LLP

Address Line 2: One International Place, 23rd Floor Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	86385.003
NAME OF SUBMITTER:	Christine Slattery
SIGNATURE:	/Christine Slattery/
DATE SIGNED:	12/29/2021

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 29, 2021, by Supergoop LLC (the "Grantor"), in favor of JPMorgan Chase Bank, N.A., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

$\underline{W} \underline{I} \underline{T} \underline{N} \underline{E} \underline{S} \underline{S} \underline{E} \underline{T} \underline{H}$:

WHEREAS, the Grantor is party to a Security Agreement dated as of December 29, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. <u>Defined Terms.</u> Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

- SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all of the following Article 9 Collateral (excluding any Excluded Assets) of the Grantor:
- (a) all Trademark registrations and applications of the Grantor, including those listed on Schedule I attached hereto.
- SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.
- SECTION 4. <u>Termination</u>. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Collateral Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument reasonably requested by the Grantor in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.
- SECTION 5. <u>Counterparts</u>. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Trademark Security Agreement.
- SECTION 6. <u>Intercreditor Agreements</u>. Notwithstanding any provision to the contrary contained herein, the terms of this Trademark Security Agreement, the Liens created hereby and the rights and remedies of the Collateral Agent hereunder are subject to the terms of each applicable Intercreditor Agreement. In the

III-1 127706605v2 event of any conflict or inconsistency between the terms of this Trademark Security Agreement and an Intercreditor Agreement, the terms of that Intercreditor Agreement shall govern.

[Signature pages follow.]

III-2 127706605v2 **SUPERGOOP LLC**, as Grantor

DocuSigned by:

By:

Name: Amanda Baldwin

Title: CAREFECETARE OFFICER

JPMORGAN CHASE BANK, N.A., as Collateral

Agent

By:

Name: Eleftherios Karsos Title: Authorized Officer

[Signature Page to Trademark Security Agreement]

RECORDED: 12/29/2021

TRADEMARK REEL: 007544 FRAME: 0316