

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM700789

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Forma Beauty Brands, LLC		01/07/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	FB Intermediate Holdings, LLC		
Street Address:	22 4th Street		
Internal Address:	Fourth Floor		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94103		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	4921962	CUPID'S BOW	
Registration Number:	5326644	FAMOUS LAST WORDS	
Registration Number:	5888365	LIBERATE YOUR LIPS	
Registration Number:	3485497	LIPSTICK QUEEN	
Registration Number:	3412555	LIPSTICK QUEEN	
Registration Number:	5018047	MEGA STAR SAINT	
Registration Number:	5018048	MEGA STAR SINNER	
Registration Number:	5725069	PARALLEL UNIVERSE LIP FLASH	
Registration Number:	5738196	REAR VIEW MIRROR	
Registration Number:	5293058	SMOKEY LIP	
Registration Number:	5569173	STARK RAVING MATTE	
CORRESPONDENCE DATA			
Fax Number:	6462193046		
<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>			
Phone:	2123732594		
Email:	rlyne@paulweiss.com, mangelopoulos@paulweiss.com, mmcguire@paulweiss.com		

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Correspondent Name: Rebecca B. Lyne
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

ATTORNEY DOCKET NUMBER: 11526-726

NAME OF SUBMITTER: Rebecca B. Lyne

SIGNATURE: /s/ Rebecca Lyne

DATE SIGNED: 01/10/2022

Total Attachments: 5

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of January 7, 2022, is made by Forma Beauty Brands, LLC, a Delaware limited liability company (“Grantor”), in favor of FB Intermediate Holdings, LLC (in such capacity, the “Secured Party”) in connection with that certain Note Purchase Agreement, dated as of January 7, 2022 (the “Note Purchase Agreement”), by and between Forma Brands, LLC, a Delaware limited liability company (the “Issuer”) and the Secured Party, as holder.

WITNESSETH:

WHEREAS, in connection with the Note Purchase Agreement, each Grantor and any Subsidiaries that become a party thereto, have executed and delivered a Note Security Agreement, dated as of January 7, 2022 in favor of the Secured Party (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, Grantor has granted to the Secured Party, a lien on and security interest in, all of its right, title and interest in, to and under certain Intellectual Property, including the Trademarks (but not including any Excluded Property); and

WHEREAS, pursuant to the Security Agreement, Grantor has agreed to execute and deliver this Agreement to the Secured Party, in order to evidence the Secured Party's security interest in such Intellectual Property.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Secured Party to enter into the Note Purchase Agreement, Grantor agrees, for the benefit of the Secured Party, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Security Agreement, or if not so provided therein, in the Note Purchase Agreement.

2. Grant of Security Interest. Grantor hereby grants to the Secured Party, a lien on and Security Interest in all of Grantor's right, title and interest in, to and under the following (collectively, the “Trademark Collateral”), as collateral security for the prompt and complete performance when due (whether at the stated maturity, by acceleration or otherwise) of the Note Obligations:

- a. all Trademarks owned by such Grantor, including, without limitation, those items listed on Schedule A hereto; and
- b. all rights, priorities and privileges related thereto throughout the world and all rights to sue at law or in equity for any infringement, dilution, misappropriation or other violation or impairment thereof, including the right to receive all Proceeds therefrom, including without limitation license fees, royalties, income payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto;

provided that, the Trademark Collateral excludes all Excluded Property, and specifically, any “intent to use” Trademark applications filed in the United States Patent and Trademark Office will not be deemed to be Trademark Collateral unless and until an amendment to allege use or a statement of use has been filed under 15 U.S.C. Section 1051(c) or 1051(d), respectively, at the United States Patent and Trademark Office, solely to the extent, if any, that, and solely during the period, if any, in which, the granting of a Security

Interest therein before such time would invalidate or terminate, or adversely affect the enforceability or validity of, such “intent to use” Trademark application or any registration issuing therefrom under applicable federal law, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Trademark Collateral.

3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The lien and Security Interest granted to the Secured Party herein are granted in furtherance, and not in limitation of, the lien and Security Interest granted to the Secured Party pursuant to the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the Security Interest in the Trademark Collateral granted hereby are more fully set forth in the Note Purchase Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Note Purchase Agreement, the terms of the Note Purchase Agreement shall govern.


5. Termination. This Agreement is made to secure the payment of the Note Obligations. This Agreement and the security interest granted hereby shall terminate with respect to all of the Grantor’s Note Obligations and any lien arising therefrom shall be automatically released upon termination of the Security Agreement or release of the Grantor’s Note Obligations thereunder or as otherwise provided in the Security Agreement. The Secured Party shall, in connection with any termination or release herein or under the Security Agreement, execute and deliver to the Grantor as the Grantor may request, an instrument in writing releasing the security interest in the Trademark Collateral acquired under this Agreement. Additionally, upon such payment (and when otherwise contemplated by the Security Agreement), the Secured Party shall reasonably cooperate with any efforts made by the Grantor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Agreement and any security interest in, to or under the Trademark Collateral.

6. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

7. Governing Law: This Agreement shall be governed by, and construed in accordance with, the law of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

FORMA BEAUTY BRANDS, LLC,
as the Grantor

By: 
Name: Brendan Kelly
Title: Chief Accounting
Officer

FB INTERMEDIATE HOLDINGS, LLC,
as the Secured Party



By: _____

Name: Brendan Kelly

Title: Chief Accounting Officer

SCHEDULE A

U.S. Trademark Registrations and Applications

Mark	Serial No./ Filing Date	Reg. No./ Reg. Date	Status
CUPID'S BOW	86607815 23-APR-2015	4921962 22-MAR-2016	Registered
FAMOUS LAST WORDS	86967838 07-APR-2016	5326644 07-NOV-2017	Registered
LIBERATE YOUR LIPS	88083018 17-AUG-2018	5888365 22-OCT-2019	Registered
LIPSTICK QUEEN	77008705 27-SEP-2006	3485497 12-AUG-2008	Registered
LIPSTICK QUEEN	77975260 27-SEP-2006	3412555 15-APR-2008	Registered
MEGA STAR SAINT	86900694 08-FEB-2016	5018047 09-AUG-2016	Registered
MEGA STAR SINNER	86900759 08-FEB-2016	5018048 09-AUG-2016	Registered
PARALLEL UNIVERSE LIP FLASH	87852017 27-MAR-2018	5725069 16-APR-2019	Registered
REAR VIEW MIRROR	88026330 05-JUL-2018	5738196 30-APR-2019	Registered
SMOKEY LIP	87026499 05-MAY-2016	5293058 19-SEP-2017	Registered
STARK RAVING MATTE	87778076 31-JAN-2018	5569173 25-SEP-2018	Registered