

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM700790

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Morphe, 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: 9			
Property Type	Number	Word Mark	
Registration Number:	5575291	BAD HABIT	
Registration Number:	6429761	BAD HABIT	
Registration Number:	5704173	BLEND THE RULES	
Registration Number:	5710766	FLUIDITY	
Registration Number:	6316596	MAKE IT BIG	
Registration Number:	4424302	MORPHE	
Registration Number:	4967948	MORPHE	
Registration Number:	5756672	MORPHE	
Serial Number:	88874466	SUCH GOOD	
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		
Correspondent Name:	Rebecca B. Lyne		
Address Line 1:	1285 Avenue of the Americas		

CH \$240.00 5575291

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 Morphe, 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.

W I T N E S S E T H:

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.

MORPHE, 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
BAD HABIT	87809623 23-FEB-2018	5575291 02-OCT-2018	Registered
BAD HABIT	88982064 05-MAR-2020	6429761 20-JUL-2021	Registered
BLEND THE RULES	87559225 07-AUG-2017	5704173 19-MAR-2019	Registered
FLUIDITY	87635717 05-OCT-2017	5710766 26-MAR-2019	Registered
MAKE IT BIG	88658760 17-OCT-2019	6316596 06-APR-2021	Registered
MORPHE	85764648 26-OCT-2012	4424302 29-OCT-2013	Registered
MORPHE	86744010 01-SEP-2015	4967948 31-MAY-2016	Registered
MORPHE	88140956 03-OCT-2018	5756672 21-MAY-2019	Registered
SUCH GOOD	88874466 16-APR-2020	--	Pending