

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM706859

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Personalized Beauty Discovery, Inc.		02/07/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association, as Administrative Agent		
Street Address:	1350 I Street NW, Suite 500		
City:	Washington		
State/Country:	D.C.		
Postal Code:	20005		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	6217646	DISCOVER YOURSELF	
Registration Number:	5275646	GENERATION BEAUTY	
Registration Number:	5273098	GLAM BAG	
Registration Number:	4917592	GB	
Registration Number:	5344754	IPSY	
Registration Number:	6076249	SYN-TECH	
Registration Number:	4917586	IPSY	
Registration Number:	5057121	IPSY	
Registration Number:	6206614	IPSY LIVE	
Registration Number:	4295809	IPSY	
Registration Number:	4803699	IPSY	
Registration Number:	6045451	DESTINATION: IPSY	
Serial Number:	90848312	GLAM BAG	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<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:	13129932622		
Email:	gayle.grocke@lw.com		

CH \$340.00 6217646

Correspondent Name: Latham & Watkins LLP
Address Line 1: Gayle D. Grocke
Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER: 067935-0005

NAME OF SUBMITTER: Gayle D. Grocke

SIGNATURE: /gdg/

DATE SIGNED: 02/07/2022

Total Attachments: 7

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is entered into as of February 7, 2022, by and between Personalized Beauty Discovery, Inc., a Delaware corporation (“PBD”), Beauty Perspectives, LLC, a Delaware limited liability company (“Beauty Perspectives”), and Boxy Charm, Inc., a Florida corporation (“Boxy Charm” and, together with PBD and Beauty Perspectives, each a “Grantor” and, collectively, the “Grantors”), and Wilmington Trust, National Association, in its capacity as Administrative Agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”).

PRELIMINARY STATEMENTS

WHEREAS, each Grantor is party to that certain Second Lien Pledge and Security Agreement, dated as of February 7, 2022 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented or otherwise modified, the “Security Agreement”), in favor of the Administrative Agent pursuant to which each Grantor granted to the Secured Parties a security interest in and continuing lien on, certain intellectual property rights owned by such Grantor and pursuant to which each Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. 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. Each Grantor hereby pledges and grants to the Administrative Agent for itself and the ratable benefit of the Secured Parties a continuing lien on and security interest in and to all of its right, title and interest in, to and under (a) all Trademarks owned by or exclusively licensed to such Grantor, including but not limited to the Trademarks listed on Schedule I attached hereto but excluding any “intent-to-use” trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a “Statement of Use” and issuance of a “Certificate of Registration” pursuant to Section 1(d) of the Lanham Act or an accepted filing of an “Amendment to Allege Use” whereby such “intent-to-use trademark” application is converted to a “use in commerce” application pursuant to Section 1(c) of the Lanham Act; (b) all extensions or renewals of any of the foregoing; (c) all of the goodwill of the business connected with the use of and symbolized by the foregoing; (d) the right to sue for past, present and future infringement, dilution or violation of any of the foregoing or for any injury to goodwill; and (e) all Proceeds of the foregoing, including without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit (collectively, the “Trademark Collateral”). Notwithstanding the foregoing or anything herein to the contrary, in no event shall the “Trademark Collateral” include, or the security interests attach to, any Excluded Asset.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement, and should not be deemed to grant a broader security interest in the Trademark Collateral than what is granted by each Grantor to the Administrative Agent in the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement (and are expressly subject to the

terms and conditions thereof), the terms and provisions of which are incorporated by reference as if fully set forth herein. 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.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Administrative Agent shall execute, acknowledge and deliver to each Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

SECTION 5. First Lien/Second Lien Intercreditor Agreement. Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Administrative Agent pursuant to this Trademark Security Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the Senior Priority Secured Parties (as defined in the First Lien/Second Lien Intercreditor Agreement referred to in the Security Agreement), including the liens and security interests granted to JPMorgan Chase Bank, N.A., as collateral agent, pursuant to or in connection with the Credit Agreement, dated as of December 4, 2020, among the Borrower, JPMorgan Chase Bank, N.A., as administrative agent and collateral agent and as an issuing bank and swing line lender, and the lenders from time to time party thereto, as amended, restated, amended and restated, replaced, supplemented or otherwise modified from time to time, and (ii) the exercise of any right or remedy by the Administrative Agent or any other Secured Party hereunder is subject to the limitations and provisions of the First Lien/Second Lien Intercreditor Agreement. In the event of any conflict between the terms of the First Lien/Second Lien Intercreditor Agreement and the terms of this Trademark Security Agreement, the terms of the First Lien/Second Lien Intercreditor Agreement shall govern.

SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of 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 to this Trademark Security Agreement by facsimile or other electronic imaging (including in.pdf format) means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 7. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

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

PERSONALIZED BEAUTY DISCOVERY, INC.

DocuSigned by:
Marcelo Camberos
By: _____
Name: Marcelo Camberos
Title: Chief Executive Officer

BEAUTY PERSPECTIVES, LLC

By: Personalized Beauty Discovery, Inc., its Sole Member

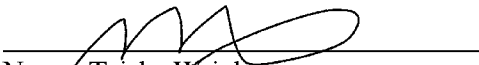
DocuSigned by:
Marcelo Camberos
By: _____
Name: Marcelo Camberos
Title: Chief Executive Officer

BOXY CHARM, INC.

DocuSigned by:
Marcelo Camberos
By: _____
Name: Marcelo Camberos
Title: Chief Executive Officer, Secretary, and Treasurer

Accepted and Agreed:

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Administrative Agent

By: 
Name: Teisha Wright
Title: Vice President

[Signature Page to Second Lien Trademark Security Agreement]

RECORDED: 02/07/2022

TRADEMARK
REEL: 007627 FRAME: 0466