

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM715228

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Evolus, Inc.		12/29/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BIOPHARMA CREDIT PLC		
<b>Street Address:</b>	c/o Beaufort House, 51 New North Road		
<b>City:</b>	EXETER EX4 4EP		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Entity Type:</b>	Private Limited Company: ENGLAND AND WALES		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6275397	EVOLUX	
<b>Registration Number:</b>	5776155	JEUVEAU	
<b>Serial Number:</b>	88205477	EVOLUS	
<b>Serial Number:</b>	88205471	EE	
<b>Serial Number:</b>	88085395	EVOLUS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2028874288		
<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>			
<b>Phone:</b>	2028874000		
<b>Email:</b>	mbeyene@akingump.com, DC_IPDocketing@AKINGUMP.com		
<b>Correspondent Name:</b>	Mussie B Beyene		
<b>Address Line 1:</b>	2001 K Street N.W.		
<b>Address Line 4:</b>	Washington DC, D.C. 20006		
<b>ATTORNEY DOCKET NUMBER:</b>	687747.0063		
<b>NAME OF SUBMITTER:</b>	Mussie B Beyene		
<b>SIGNATURE:</b>	/Mussie B Beyene/		
<b>DATE SIGNED:</b>	03/18/2022		
<b>Total Attachments: 9</b>			
source=Pharmakon - Evolus -- Trademark Security Agreement (Fully Executed) 4871-4866-7142, 1#page1.tif			

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source=Pharmakon - Evolus -- Trademark Security Agreement (Fully Executed) 4871-4866-7142, 1#page2.tif  
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source=Pharmakon - Evolus -- Trademark Security Agreement (Fully Executed) 4871-4866-7142, 1#page4.tif  
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source=Pharmakon - Evolus -- Trademark Security Agreement (Fully Executed) 4871-4866-7142, 1#page9.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 29, 2021, is made by EVOLUS, INC. (“Grantor”), in favor of BIOPHARMA CREDIT PLC (together with its successors and permitted assigns, the “Collateral Agent”) on behalf of Lenders and the other Secured Parties (as defined in the Loan Agreement referred to below).

W I T N E S S E T H:

WHEREAS, pursuant to the Loan Agreement, dated as of December 14, 2021 (as the same may be amended, amended and restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), by and among EVOLUS, INC., a Delaware corporation (“Borrower”), BIOPHARMA CREDIT PLC (as the “Collateral Agent”), BPCR LIMITED PARTNERSHIP (as a “Lender”) and BIOPHARMA CREDIT INVESTMENTS V (MASTER) LP (as a “Lender”), each Lender has agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor is required, pursuant to a Guaranty and Security Agreement dated as of December 29, 2021 in favor of the Collateral Agent for the benefit of Lenders and the other Secured Parties (as such agreement may be amended, amended and restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”) to which Grantor is a party, to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree, intending to be legally bound, as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby mortgages, pledges and hypothecates to the Collateral Agent, for the benefit of Lenders and the other Secured Parties, and grants to the Collateral Agent, for the benefit of Lenders and the other Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor, in each case, solely to the extent constituting Collateral (and excluding any Excluded Property) (the “Trademark Collateral”):

(a) all of its Trademarks and all IP Ancillary Rights providing for the grant by or to Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto, but excluding any “intent to use” Trademark applications for which a statement of use has not been filed (but only excluding such applications until such statement is filed);

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and 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 for the benefit of Lenders and the other Secured Parties, pursuant to the Guaranty and Security Agreement and

Grantor hereby acknowledges and agrees that the obligations, rights and remedies of Grantor and of the Collateral Agent on behalf of Lenders and the other Secured Parties with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other reasonably necessary actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or electronic transmission shall be as effective as delivery of a manually executed counterpart hereof.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York without regard to any principle of conflicts of law that could require the application of the law of any other jurisdiction.

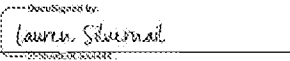
Section 7. Termination. Upon the absolute, unconditional and irrevocable payment in full of the Secured Obligations in accordance with the provisions of the Loan Agreement and the expiration or termination of the Term Loan Commitments, the security interest in the Trademark Collateral granted hereby shall terminate and all rights to the Trademark Collateral shall revert to Grantors or any other Person entitled thereto. At such time, upon the applicable Grantor's written request, the Collateral Agent will authorize the filing by such Grantor of an appropriate termination hereof.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, 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.

Very truly yours,

EVOLUS, INC.  
as Grantor

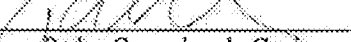
By:   
Name: Lauren Silvernail  
Title: Chief Financial Officer and EVP Corporate Development

ACCEPTED AND AGREED  
as of the date first above written:

BIOPHARMA CREDIT PLC,  
as Collateral Agent

By: Pharmakon Advisors, LP,  
its Investment Manager

By: Pharmakon Management I, LLC,  
its General Partner

By:   
Name: Pedro Gonzalez de Cosio  
Title: Managing Member

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

**United States Trademark Applications and Registrations**

<b>Serial Number</b>	<b>Registration Number</b>	<b>Word Mark</b>	<b>Application Filing Date</b>	<b>Registration Date</b>
88205477		EVOLUS	November 26, 2018	
88205471		EE	November 26, 2018	
88085395		EVOLUS	August 20, 2018	
88793011	6275397	EVOLUX	February 11, 2020	February 23, 2021
87464767	5776155	JEUVEAU	May 25, 2017	June 11, 2019

## Foreign Trademark Applications and Registrations

Country	Mark	Owner Name	Classes Combined	Status	File Date	Application #	Registration Date	Registration #
ARMENIA	Butterfly Design	Evolus, Inc.	005, 044	PENDING	5/24/2019	1492549		
ARMENIA	EVOLUS & Design (Stylized)	Evolus, Inc.	005, 044	PENDING	5/24/2019	1493039		
ARMENIA	JEUVEAU	Evolus, Inc.	005	REGISTERED	11/22/2017	1382166	12/6/2018	1382166
ARMENIA	NUCEIVA	Evolus, Inc.	005	REGISTERED	5/18/2020	202000873	7/29/2020	31261
AUSTRALIA	Butterfly Design	Evolus, Inc.	005	REGISTERED	5/24/2019	1492549	5/24/2019	1492549
AUSTRALIA	EVOLUS	Evolus, Inc.	005	REGISTERED	7/20/2015	1717245	5/30/2018	1717245
AUSTRALIA	EVOLUS & Design (Stylized)	Evolus, Inc.	005, 044	REGISTERED	5/24/2019	1493039	5/24/2019	1493039
AUSTRALIA	JEUVEAU	Evolus, Inc.	005	REGISTERED	11/22/2017	1382166	7/27/2018	1382166
AUSTRALIA	NUCEIVA	Evolus, Inc.	005	REGISTERED	11/22/2017	1897490	7/25/2018	1897490
AZERBAIJAN	Butterfly Design	Evolus, Inc.	005, 044	PENDING	5/24/2019	1492549		
AZERBAIJAN	EVOLUS & Design (Stylized)	Evolus, Inc.	005, 044	PENDING	5/24/2019	1493039		
AZERBAIJAN	JEUVEAU	Evolus, Inc.	005	REGISTERED	11/22/2017	1382166	11/22/2017	1382166
AZERBAIJAN	NUCEIVA	Evolus, Inc.	005	REGISTERED	11/22/2017	2020 00837	5/4/2021	2021 0530
BELARUS	Butterfly Design	Evolus, Inc.	005, 044	REGISTERED	5/24/2019	1492549	5/24/2019	1492549
BELARUS	EVOLUS & Design (Stylized)	Evolus, Inc.	005, 044	REGISTERED	5/24/2019	1493039	5/24/2019	1493039
BELARUS	JEUVEAU	Evolus, Inc.	005	REGISTERED	11/22/2017	1382166	8/7/2018	1382166
BELARUS	NUCEIVA	Evolus, Inc.	005	REGISTERED	11/22/2017	20201294	10/9/2020	68919
BRAZIL	EVOLUS	Evolus, Inc.	005	REGISTERED	7/21/2015	909710481	11/28/2017	909710481
CANADA	Butterfly Design	Evolus, Inc.	005, 044	PUBLISHED	5/27/2019	1965100		
CANADA	EVOLUS	Evolus, Inc.	N/A	PUBLISHED	8/22/2018	1916203		
CANADA	EVOLUS & Design (Stylized)	Evolus, Inc.	005, 044	PUBLISHED	5/27/2019	1965101		
CANADA	JEUVEAU	Evolus, Inc.	005	REGISTERED	11/23/2017	1869579	5/28/2020	TMA1079059
CANADA	NUCEIVA	Evolus, Inc.	005	REGISTERED	11/23/2017	1869580	5/28/2020	TMA1079057
CHINA	EVOLUS	Evolus, Inc.	005	REGISTERED	7/20/2015	39414781	5/7/2020	39414781
EUROPEAN UNION (EUTM)	Butterfly Design	Evolus, Inc.	005, 044	REGISTERED	5/24/2019	1492549	5/24/2019	1492549



EUROPEAN UNION (EUTM)	EVOLUS	Evolus, Inc.	005	REGISTERED	8/2/2019	018102891	8/14/2019	018102891
EUROPEAN UNION (EUTM)	EVOLUS & Design (Stylized)	Evolus, Inc.	005, 044	REGISTERED	5/24/2019	1493039	5/24/2019	1493039
EUROPEAN UNION (EUTM)	JEUVEAU	Evolus, Inc.	005	REGISTERED	11/22/2017	1382166	6/5/2018	1382166
EUROPEAN UNION (EUTM)	NUCEIVA	Evolus, Inc.	005	REGISTERED	3/17/2020	018211869	4/17/2020	018211869
JAPAN	Butterfly Design	Evolus, Inc.	005, 044	REGISTERED	5/24/2019	1492549	11/19/2020	1492549
JAPAN	EVOLUS	Evolus, Inc.	005	REGISTERED	8/19/2019	2019-110821	2/18/2020	6226955
JAPAN	EVOLUS & Design (Stylized)	Evolus, Inc.	005, 044	REGISTERED	5/24/2019	1493039	11/19/2020	1493039
JAPAN	JEUVEAU	Evolus, Inc.	005	REGISTERED	11/22/2017	1382166	8/2/2018	1382166
JAPAN	NUCEIVA	Evolus, Inc.	005	REGISTERED	11/22/2017	2020-029042	6/16/2020	6260016
KAZAKHSTAN	Butterfly Design	Evolus, Inc.	005, 044	REGISTERED	5/24/2019	1492549	5/24/2019	1492549
KAZAKHSTAN	EVOLUS & Design (Stylized)	Evolus, Inc.	005, 044	REGISTERED	5/24/2019	1493039	5/24/2019	1493039
KAZAKHSTAN	JEUVEAU	Evolus, Inc.	005	REGISTERED	11/22/2017	1382166	7/12/2018	1382166
KAZAKHSTAN	NUCEIVA	Evolus, Inc.	005	REGISTERED	5/25/2017	96349	6/16/2020	69096
KYRGYZSTAN	Butterfly Design	Evolus, Inc.	005, 044	REGISTERED	5/24/2019	1492549	9/11/2020	1492549
KYRGYZSTAN	EVOLUS & Design (Stylized)	Evolus, Inc.	005, 044	REGISTERED	5/24/2019	1493039	9/11/2020	1493039
KYRGYZSTAN	JEUVEAU	Evolus, Inc.	005	REGISTERED	11/22/2017	1382166	11/22/2017	1382166
KYRGYZSTAN	NUCEIVA	Evolus, Inc.	005	REGISTERED	5/19/2020	20200276.3	3/30/2021	17184
MOLDOVA	Butterfly Design	Evolus, Inc.	005, 044	REGISTERED	5/24/2019	1492549	5/24/2019	1492549
MOLDOVA	EVOLUS & Design (Stylized)	Evolus, Inc.	005, 044	REGISTERED	5/24/2019	1493039	5/24/2019	1493039
MOLDOVA	JEUVEAU	Evolus, Inc.	005	REGISTERED	11/22/2017	1382166	10/18/2018	1382166
MOLDOVA	NUCEIVA	Evolus, Inc.	005	REGISTERED	11/22/2017	046023	5/15/2020	33916
RUSSIA, FEDERATION OF	Butterfly Design	Evolus, Inc.	005, 044	REGISTERED	5/24/2019	1492549	5/24/2019	1492549
RUSSIA, FEDERATION OF	EVOLUS & Design (Stylized)	Evolus, Inc.	005, 044	PENDING	5/24/2019	1493039		
RUSSIA, FEDERATION OF	JEUVEAU	Evolus, Inc.	005	REGISTERED	11/22/2017	1382166	8/9/2018	1382166
RUSSIA, FEDERATION OF	NUCEIVA	Evolus, Inc.	005	REGISTERED	11/22/2017	2020716444	11/20/2020	784859

SOUTH AFRICA	Butterfly Design	Evolus, Inc.	005	REGISTERED	5/27/2019	2019/14644	3/4/2021	2019/14644
SOUTH AFRICA	Butterfly Design	Evolus, Inc.	044	REGISTERED	5/27/2019	2019/14645	5/19/2021	2019/14645
SOUTH AFRICA	EVOLUS & Design (Stylized)	Evolus, Inc.	005	REGISTERED	5/27/2019	2019/14658	3/4/2021	2019/14658
SOUTH AFRICA	EVOLUS & Design (Stylized)	Evolus, Inc.	044	REGISTERED	5/27/2019	2019/14659	3/4/2021	2019/14659
SOUTH AFRICA	JEUVEAU	Evolus, Inc.	005	REGISTERED	11/23/2017	2017/34296	11/29/2019	2017/34296
SOUTH AFRICA	NUCEIVA	Evolus, Inc.	005	REGISTERED	11/23/2017	2017/34297	11/29/2019	2017/34297
SOUTH KOREA	EVOLUS	Evolus, Inc.	005	REGISTERED	8/8/2019	40-2019-123671	7/1/2020	40-1620984
SWITZERLAND	Butterfly Design	Evolus, Inc.	005, 044	REGISTERED	5/24/2019	1492549	5/24/2019	1492549
SWITZERLAND	EVOLUS & Design (Stylized)	Evolus, Inc.	005, 044	REGISTERED	5/24/2019	1493039	5/24/2019	1493039
SWITZERLAND	JEUVEAU	Evolus, Inc.	005	REGISTERED	11/22/2017	1382166	11/6/2018	1382166
SWITZERLAND	NUCEIVA	Evolus, Inc.	005	REGISTERED	11/22/2017	07122/2020	5/26/2020	747462
TAJKISTAN	Butterfly Design	Evolus, Inc.	005, 044	REGISTERED	5/24/2019	1492549	5/24/2019	1492549
TAJKISTAN	EVOLUS & Design (Stylized)	Evolus, Inc.	005, 044	REGISTERED	5/24/2019	1493039	5/24/2019	1493039
TAJKISTAN	JEUVEAU	Evolus, Inc.	005	REGISTERED	11/22/2017	1382166	11/5/2018	1382166
TAJKISTAN	NUCEIVA	Evolus, Inc.	005	REGISTERED	5/21/2020	20016237	4/6/2021	14384
TURKEY	JEUVEAU (Stylized)	Evolus, Inc.	005	PENDING	1/23/2021	2021/11807		
TURKMENISTAN	Butterfly Design	Evolus, Inc.	005, 044	REGISTERED	5/24/2019	1492549	5/24/2019	1492549
TURKMENISTAN	EVOLUS & Design (Stylized)	Evolus, Inc.	005, 044	REGISTERED	5/24/2019	1493039	5/24/2019	1493039
TURKMENISTAN	JEUVEAU	Evolus, Inc.	005	REGISTERED	11/22/2017	1382166	11/22/2017	1382166
TURKMENISTAN	NUCEIVA	Evolus, Inc.	005	REGISTERED	11/22/2017	2020.0331	7/1/2021	16871
UKRAINE	Butterfly Design	Evolus, Inc.	005, 044	REGISTERED	5/24/2019	1492549	5/24/2019	1492549
UKRAINE	EVOLUS & Design (Stylized)	Evolus, Inc.	005, 044	REGISTERED	5/24/2019	1493039	5/24/2019	1493039
UKRAINE	JEUVEAU	Evolus, Inc.	005	REGISTERED	11/22/2017	1382166	12/19/2018	1382166
UKRAINE	NUCEIVA	Evolus, Inc.	005	REGISTERED	11/22/2017	M 2020 09181	8/4/2021	303111
UNITED KINGDOM	Butterfly Design	Evolus, Inc.	005, 044	REGISTERED	5/24/2019	UK00801492549	5/24/2019	UK00801492549
UNITED KINGDOM	Butterfly Design	Evolus, Inc.	005, 044	REGISTERED	5/24/2019	1492549	5/24/2019	1492549
UNITED KINGDOM	EVOLUS	Evolus, Inc.	005	REGISTERED	8/2/2019	UK00918102891	8/14/2019	UK00918102891

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UNITED KINGDOM	EVOLUS & Design (Stylized)	Evolus, Inc.	005, 044	REGISTERED	5/24/2019	UK00801493039	5/24/2019	UK00801493039
UNITED KINGDOM	EVOLUS & Design (Stylized)	Evolus, Inc.	005, 044	REGISTERED	5/24/2019	1493039	5/24/2019	1493039
UNITED KINGDOM	JEUVEAU	Evolus, Inc.	005	REGISTERED	11/22/2017	UK00801382166	6/5/2018	UK00801382166
UNITED KINGDOM	JEUVEAU	Evolus, Inc.	005	REGISTERED	11/22/2017	1382166	4/3/2018	1382166
UNITED KINGDOM	NUCEIVA	Evolus, Inc.	005	REGISTERED	3/17/2020	UK00918211869	4/17/2020	UK00918211869
UNITED KINGDOM	NUCEIVA	Evolus, Inc.	005	REGISTERED	11/22/2017	UK00003476317	3/27/2018	UK00003476317
UZBEKISTAN	Butterfly Design	Evolus, Inc.	005, 044	PENDING	5/24/2019	1492549		
UZBEKISTAN	EVOLUS & Design (Stylized)	Evolus, Inc.	005, 044	PENDING	5/24/2019	1493039		
UZBEKISTAN	JEUVEAU	Evolus, Inc.	005	REGISTERED	11/22/2017	1382166	11/22/2017	1382166
UZBEKISTAN	NUCEIVA	Evolus, Inc.	005	REGISTERED	11/22/2017	MGU 20201325	3/16/2021	MGU 39464
WIPO	Butterfly Design	Evolus, Inc.	005, 044	REGISTERED	5/24/2019	1492549	5/24/2019	1492549
WIPO	EVOLUS & Design (Stylized)	Evolus, Inc.	005, 044	REGISTERED	5/24/2019	1493039	5/24/2019	1493039
WIPO	JEUVEAU	Evolus, Inc.	005	REGISTERED	11/22/2017	1382166	11/22/2017	1382166

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