TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM744876

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Dermstore LLC		07/29/2022	Limited Liability Company: MINNESOTA

RECEIVING PARTY DATA

Name:	Barclays Bank PLC, as Security Agent		
Street Address: 745 Seventh Avenue			
City: New York			
State/Country: NEW YORK			
Postal Code: 10019			
Entity Type:	Public Limited Company: UNITED KINGDOM		

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark			
Registration Number:	6565365	BEAUTYFIX			
Registration Number:	6540961	DERMSTORE			
Registration Number:	6503832	D			
Registration Number:	6556084	D			
Registration Number:	6556085	DERMSTORE			
Registration Number:	6392615	DERMSTORE			
Registration Number:	6007516	D DERMSTORE			
Registration Number:	6007515	D			
Registration Number:	5195747	DERMSTORE			
Registration Number:	4539872	SMARTFX			
Registration Number:	3538407	BEAUTYFIX			
Registration Number:	3522216	GET YOUR BEAUTYFIX			
Registration Number:	3122009	DELIVERING BEAUTY			
Registration Number:	3131102	GLOW			
Registration Number:	2828064	DERMSTORE			

CORRESPONDENCE DATA

Fax Number: 2127514864

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

TRADEMARK

REEL: 007807 FRAME: 0510

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 12129061216

Email: angela.amaru@lw.com

Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru

Address Line 1: 1271 Avenue of the Americas Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER:	049133-0378
NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/s/ Angela M. Amaru
DATE SIGNED:	08/01/2022

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

WHEREAS, Bentley Laboratories LLC, a Delaware limited liability company, and Dermstore LLC, a Minnesota limited liability company (each referred to as the "Grantor" and collectively, the "Grantors") owns, or in the case of licenses is a party to, the Intellectual Property Collateral (as defined below);

WHEREAS, the Grantors, among others, certain lenders and Barclays Bank PLC as agent, are parties to that certain Senior Facilities Agreement dated December 10, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "Senior Facilities Agreement"); and

WHEREAS, pursuant to (i) that certain Security Agreement dated as of July 28, 2020 (as amended, restated, supplemented or otherwise modified from time to time, including, without limitation, pursuant to the Security Agreement Supplement dated as of July 29, 2022, the "Security Agreement") entered into between, among others, the Grantors and Barclays Bank PLC, as Security Agent (the "Security Agent", which expression shall include its successors, assigns and transferees) and (ii) certain other Security Agreement Documents (including this Intellectual Property Security Agreement Supplement), each Grantor has secured the Secured Obligations (as defined in the Security Agreement) by granting to the Security Agent as security agent for the Secured Parties (as defined in the Security Agreement) a continuing security interest in personal property of such Grantor, including all right, title and interest of such Grantor in, to and under the Intellectual Property Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor grants to the Security Agent, to secure the Secured Obligations, a continuing security interest in all of such Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Intellectual Property Collateral"), whether now owned or existing or hereafter acquired or arising:

- (i) each Trademark (as defined in the Security Agreement) identified in Schedule 1 hereto;
- (ii) each Trademark License (as defined in the Security Agreement) identified in Schedule 1 hereto; and
 - (iii) all proceeds of and revenues from the foregoing.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantors to the Security Agent pursuant to the Security Agreement. Each Grantor acknowledges and affirms that the rights and remedies of the Security Agent with respect to the security interest in the Intellectual Property Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Intellectual Property Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York. Each Grantor agrees that any suit for the enforcement of this Intellectual Property Security Agreement Supplement may be brought in the courts of the State of New York or any federal court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon the Grantor by mail at the address specified in the Security Agreement. Each Grantor

hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

This Intellectual Property Security Agreement Supplement may be executed in two or more separate counterparts, each of which shall constitute an original and all of which shall collectively and separately constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to this Agreement or any document to be signed in connection with this Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other state laws based on the Uniform Electronic Transactions Act, and the parties hereto consent to conduct the transactions contemplated hereunder by electronic means.

In case of any inconsistencies between the terms of this Intellectual Property Security Agreement Supplement and those of the Security Agreement, the Security Agreement shall prevail.

[Remainder of page left blank intentionally; signatures follow.]

IN WITNESS WHEREOF, the Grantor has caused this Intellectual Property Security Agreement Supplement to be duly executed by its officer thereunto duly authorized as of the 29 day of July, 2022.

BENTLEY LABORATORIES LLC,

AS GRANTOR

By: _______ Name: James Pochin

Title: Director

DERMSTORE LLC,

AS GRANTOR

Nama Jamas Bashir

Title: Governor

Acknowledged:

Barclays Bank PLC , as Security Agent

By: Docusigned by:

Name: Ashley Jay
Title: Vice President

[Signature page to Intellectual Property Security Agreement Supplement]

SCHEDULE 1

TRADEMARK

	Trademark	Application Number Application Date	Registration Number Registration Date	Status	Grantor
1.	BEAUTYFIX	90105866 11-AUG-2020	6565365 23-NOV-2021	Registered	Dermstore LLC
2.	DERMSTORE	90106313 11-AUG-2020	6540961 26-OCT-2021	Registered	Dermstore LLC
3.	D	90106316 11-AUG-2020	6503832 28-SEP-2021	Registered	Dermstore LLC
4.	D	88850298 27-MAR-2020	6556084 09-NOV-2021	Registered	Dermstore LLC
5.	DERMSTORE	88850308 27-MAR-2020	6556085 09-NOV-2021	Registered	Dermstore LLC
6.	DERMSTORE	88850342 27-MAR-2020	6392615 22-JUN-2021	Registered	Dermstore LLC

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	Trademark	Application Number Application Date	Registration Number Registration Date	Status	Grantor
7.	D DERMSTORE	88582394	6007516	Registered	Dermstore LLC
	D DERMSTORE	16-AUG-2019	10-MAR-2020		
8.	D	88582393	6007515	Registered	Dermstore LLC
		16-AUG-2019	10-MAR-2020		
9.	DERMSTORE	87233277	5195747	Registered	Dermstore LLC
	& DERMSTORE	10-NOV-2016	02-MAY-2017		
10.	SMARTFX	85899534	4539872	Registered	Dermstore LLC
	SMARTFX	09-APR-2013	27-MAY-2014		
11.	BEAUTYFIX	77375632	3538407	Renewed	Dermstore LLC
	BEAUTYFIX	18-JAN-2008	25-NOV-2008	(Registered)	
12.	GET YOUR	77335162	3522216	Renewed	Dermstore LLC
	BEAUTYFIX GET YOUR BEAUTYFIX	21-NOV-2007	21-OCT-2008	(Registered)	
13.	DELIVERING BEAUTY	78554565	3122009	Renewed	Dermstore LLC
	DELIVERING BEAUTY	26-JAN-2005	25-JUL-2006	(Registered)	
14.	GLOW	78550830	3131102	Renewed (Registered)	Dermstore LLC

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Trademark		Application Number Application Date	Registration Number Registration Date	Status	Grantor
	GLOW	20-JAN-2005	15-AUG-2006		
15.	DERMSTORE	78246675 07-MAY-2003	2828064 30-MAR-2004	Renewed (Registered)	Dermstore LLC
16.	IVO	75904668 28-JAN-2000	2469278 17-JUL-2001	Renewed (Registered)	Bentley Laboratories LLC
17.	LIP IVO	75204275 26-NOV-1996	2151973 21-APR-1998	Renewed (Registered)	Bentley Laboratories LLC
18.	LIPIVO	75204277 26-NOV-1996	2176167 28-JUL-1998	Renewed (Registered)	Bentley Laboratories LLC

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RECORDED: 08/01/2022