

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM744878

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bentley Laboratories LLC		07/29/2022	Limited Liability Company: DELAWARE
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: 3			
Property Type	Number	Word Mark	
Registration Number:	2469278	IVO	
Registration Number:	2151973	LIP IVO	
Registration Number:	2176167	LIP IVO	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	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.

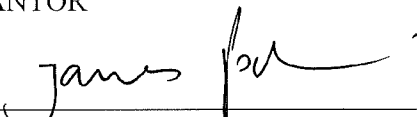
[Remainder of page left blank intentionally; signatures follow.]

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**

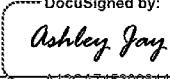
By: 
Name: James Pochin
Title: Governor

[Signature page to Intellectual Property Security Agreement Supplement]

**TRADEMARK
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Acknowledged:

Barclays Bank PLC ,
as Security Agent

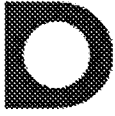

By: 
Name: Ashley Jay
Title: Vice President

[Signature page to Intellectual Property Security Agreement Supplement]


TRADEMARK
REEL: 007807 FRAME: 0535

SCHEDULE 1

TRADEMARK

	Trademark	Application Number	Registration Number	Status	Grantor
		Application Date	Registration Date		
1.	BEAUTYFIX BEAUTYFIX	90105866 11-AUG-2020	6565365 23-NOV-2021	Registered	Dermstore LLC
2.	DERMSTORE 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 DERMSTORE	88850308 27-MAR-2020	6556085 09-NOV-2021	Registered	Dermstore LLC
6.	DERMSTORE DERMSTORE	88850342 27-MAR-2020	6392615 22-JUN-2021	Registered	Dermstore LLC

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

Trademark		Application Number	Registration Number	Status	Grantor
		Application Date	Registration Date		
	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.	LIP IVO 	75204277 26-NOV-1996	2176167 28-JUL-1998	Renewed (Registered)	Bentley Laboratories LLC