

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM781326

<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>
MORPHE, LLC		01/13/2023	Limited Liability Company: DELAWARE
FORMA BEAUTY BRANDS, LLC		01/13/2023	Limited Liability Company: DELAWARE
PLAYA PRODUCTS, INC.		01/13/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JEFFERIES FINANCE LLC, AS COLLATERAL AGENT		
<b>Street Address:</b>	520 MADISON AVENUE		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 26</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6687958	YOU DON'T HAVE TO BE GOOD ALL THE TIME T	
<b>Registration Number:</b>	6429761	BAD HABIT	
<b>Registration Number:</b>	6667479	SUCH GOOD	
<b>Registration Number:</b>	6316596	MAKE IT BIG	
<b>Registration Number:</b>	5756672	MORPHE	
<b>Registration Number:</b>	5575291	BAD HABIT	
<b>Registration Number:</b>	5710766	FLUIDITY	
<b>Registration Number:</b>	5704173	BLEND THE RULES	
<b>Registration Number:</b>	4967948	MORPHE	
<b>Registration Number:</b>	4424302	MORPHE	
<b>Registration Number:</b>	6747702	F	
<b>Registration Number:</b>	6747689	FORMA BRANDS	
<b>Registration Number:</b>	5888365	LIBERATE YOUR LIPS	
<b>Registration Number:</b>	5738196	REAR VIEW MIRROR	
<b>Registration Number:</b>	5725069	PARALLEL UNIVERSE LIP FLASH	
<b>Registration Number:</b>	5569173	STARK RAVING MATTE	

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Property Type	Number	Word Mark
Registration Number:	5293058	SMOKEY LIP
Registration Number:	5326644	FAMOUS LAST WORDS
Registration Number:	5018048	MEGA STAR SINNER
Registration Number:	5018047	MEGA STAR SAINT
Registration Number:	3412555	LIPSTICK QUEEN
Registration Number:	3485497	LIPSTICK QUEEN
Registration Number:	6224915	PLAYA
Registration Number:	6208220	PLAYA
Serial Number:	90887237	BAD HABIT
Serial Number:	90588248	PLAYA

#### CORRESPONDENCE DATA

Fax Number: 2165790212

*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.*

Phone: 216-586-7146

Email: lgoode@jonesday.com, pcynwier@jonesday.com

Correspondent Name: LUCAS E. GOODE/JONES DAY

Address Line 1: 901 Lakeside Avenue

Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER:	175274-635130
NAME OF SUBMITTER:	LUCAS E. GOODE
SIGNATURE:	/LUCAS E. GOODE/
DATE SIGNED:	01/18/2023

#### Total Attachments: 7

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SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of January 13, 2023, is made by Morphe, LLC, a Delaware limited liability company (the “Borrower”), Forma Beauty Brands, LLC, a Delaware limited liability company (“Forma”), and Playa Products, Inc., a Delaware corporation (“Playa” and, together with the Borrower and Forma, each a “Grantor” and, collectively, the “Grantors”), in favor of Jefferies Finance LLC, as collateral agent (in such capacity, the “Agent”) in connection with that certain Superpriority Secured Debtor-In-Possession Credit Agreement, dated as of the date hereof (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among FB Debt Financing Guarantor, LLC, a Delaware limited liability company (“Holdings”), Forma Brands, LLC, a Delaware limited liability company (“Intermediate Holdings”), the Borrower, the other Subsidiaries of Intermediate Holdings from time to time parties thereto, the lending institutions from time to time party thereto and Jefferies Finance LLC, as Administrative Agent and Collateral Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries that become a party thereto, have executed and delivered a Security Agreement, dated as of the date hereof in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Agent, for the benefit of the Secured Parties, 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, each Grantor has agreed to execute and deliver this Agreement to the Agent, in order to evidence the Agent'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 Lenders to make their respective loans to the Borrower, 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 Credit Agreement.

2. Grant of Security Interest. Each Grantor hereby grants to the Agent, for the benefit of the Secured Parties, a lien on and Security Interest in all of such 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 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 each 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 Agent herein are granted in furtherance, and not in limitation of, the lien and Security Interest granted to the Secured Parties 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 Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the Security Interest in the Trademark Collateral granted hereby are more fully set forth in the Credit 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 Credit Agreement, the terms of the Credit Agreement shall govern.

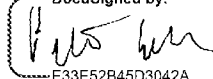
5. Termination. This Agreement is made to secure the payment of the Obligations. This Agreement and the security interest granted hereby shall terminate with respect to all of any Grantor’s Obligations and any lien arising therefrom shall be automatically released upon termination of the Security Agreement or release of such Grantor’s Obligations thereunder or as otherwise provided in the Security Agreement. The Agent shall, in connection with any termination or release herein or under the Security Agreement, execute and deliver to any Grantor as such 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 Agent shall reasonably cooperate with any efforts made by any 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.

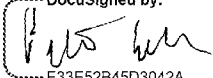
7. GOVERNING LAW: THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO THE CONFLICT OF LAW PRINCIPLES THEREOF.

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.

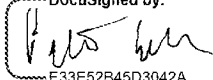
Morphe, LLC,  
as a Grantor

DocuSigned by:  
  
By: E33E52B45D3042A...  
Name: **Pete Collins**  
Title: **Chief Financial Officer**

Forma Beauty Brands, LLC,  
as a Grantor

DocuSigned by:  
  
By: E33E52B45D3042A...  
Name: **Pete Collins**  
Title: **Chief Financial Officer**

Playa Products, Inc.,  
as a Grantor

DocuSigned by:  
  
By: E33E52B45D3042A...  
Name: **Pete Collins**  
Title: **Chief Financial Officer**

[Signature Page to Grant of Security Interest in Trademark Rights]


JEFFERIES FINANCE LLC,  
as the Agent

By: J.R. Young  
Name: J.R. Young  
Title: Managing Director

[Signature Page to Grant of Security Interest in Trademark Rights]

# SCHEDULE A

## U.S. Trademark Registrations and Applications

Mark	Application Number	Application Date	Registration Number	Registration Date	Status	Owner
BAD HABIT	90887237	8/17/2021			Pending	Morphe, LLC
YOU DON'T HAVE TO BE GOOD ALL THE TIME TO HAVE GOOD SKIN ALL THE TIME	90341936	11/25/2020	6687958	3/29/2022	Registered	Morphe, LLC
BAD HABIT	88982064	3/5/2020	6429761	7/20/2021	Registered	Morphe, LLC
SUCH GOOD	88874466	4/16/2020	6667479	3/8/2022	Registered	Morphe, LLC
MAKE IT BIG	88658760	10/17/2019	6316596	4/6/2021	Registered	Morphe, LLC
MORPHE <b>M O R P H E</b>	88140956	10/3/2018	5756672	5/21/2019	Registered	Morphe, LLC
Bad Habit	87809623	2/23/2018	5575291	10/2/2018	Registered	Morphe, LLC
FLUIDITY	87635717	10/5/2017	5710766	3/26/2019	Registered	Morphe, LLC
BLEND THE RULES	87559225	8/7/2017	5704173	3/19/2019	Registered	Morphe, LLC
MORPHE	86744010	9/1/2015	4967948	5/31/2016	Registered	Morphe, LLC
MORPHE	85764648	10/26/2012	4424302	10/29/2013	Registered	Morphe, LLC
F 	90136514	8/25/2020	6747702	5/31/2022	Registered	Forma Beauty Brands LLC
FORMA BRANDS	90124784	8/19/2020	6747689	5/31/2022	Registered	Forma Beauty Brands LLC
LIBERATE YOUR LIPS	88083018	8/17/2018	5888365	10/22/2019	Registered	Forma Beauty Brands LLC
REAR VIEW MIRROR	88026330	7/5/2018	5738196	4/30/2019	Registered	Forma Beauty Brands LLC
PARALLEL UNIVERSE LIP FLASH	87852017	3/27/2018	5725069	4/6/2019	Registered	Forma Beauty Brands LLC
STARK RAVING MATTE	87778076	1/31/2018	5569173	9/25/2018	Registered	Forma Beauty Brands LLC

Mark	Application Number	Application Date	Registration Number	Registration Date	Status	Owner
SMOKEY LIP	87026499	5/5/2016	5293058	9/19/2017	Registered	Forma Beauty Brands LLC
FAMOUS LAST WORDS	86967838	4/7/2016	5326644	11/7/2017	Registered	Forma Beauty Brands LLC
MEGA STAR SINNER	86900759	2/8/2016	5018048	8/9/2016	Registered	Forma Beauty Brands LLC
MEGA STAR SAINT	86900694	2/8/2016	5018047	8/9/2016	Registered	Forma Beauty Brands LLC
ICE QUEEN (Int'l Regn 1210922)	79149926	4/9/2014	4741358	5/26/2015	Registered	Forma Beauty Brands LLC
REIGN AND SHINE (Int'l Regn 1399801)	79231208	9/5/2017	5552803	9/4/2018	Registered	Forma Beauty Brands LLC
GIRLS WILL BE BOYS (Int'l Regn 1376095)	79221326	1/18/2017	5478059	5/29/2018	Registered	Forma Beauty Brands LLC
BLUE BY YOU (Int'l Regn 1372060)	79219483	8/31/2017	5582773	10/16/2018	Registered	Forma Beauty Brands LLC
METHOD IN THE MADNESS (Int'l Regn 1365635)	79216723	5/17/2017	5494640	6/19/2018	Registered	Forma Beauty Brands LLC
DATING GAME (Int'l Regn 1342015)	79206305	12/13/2016	5268623	8/22/2017	Registered	Forma Beauty Brands LLC
ALTERED UNIVERSE (Int'l Regn 1341512)	79206079	3/9/2017	5420478	3/13/2018	Registered	Forma Beauty Brands LLC
FEMME TOTALE (Int'l Regn 1318875)	79196148	7/19/2016	5319335	10/31/2017	Registered	Forma Beauty Brands LLC
NOTHING BUT THE NUDES (Int'l Regn 1308923)	79191683	5/18/2016	5253173	8/1/2017	Registered	Forma Beauty Brands LLC
LIPSTICK CHESS (Int'l Regn 1305643)	79190284	5/18/2016	5126554	1/24/2017	Registered	Forma Beauty Brands LLC
MORNIN' SUNSHINE	79189290	4/19/2016	5089002	11/29/2016	Registered	Forma Beauty Brands LLC
LQ  (Int'l Regn 1291795)	79184366	9/18/2015	5126388	1/24/2017	Registered	Forma Beauty Brands LLC



Mark	Application Number	Application Date	Registration Number	Registration Date	Status	Owner
JUNGLE QUEEN (Int'l Regn 1173399)	79135297	7/22/2013	4464544	1/14/2014	Registered	Forma Beauty Brands LLC
HELLO SAILOR (Int'l Regn 1173327)	79135267	4/24/2013	4464543	1/14/2014	Registered	Forma Beauty Brands LLC
LIPSTICK QUEEN	77975260	9/27/2006	3412555	4/15/2008	Registered	Forma Beauty Brands LLC
LIPSTICK QUEEN	77008705	9/27/2006	3485497	8/12/2008	Registered	Forma Beauty Brands LLC
PLAYA	90588248	03/18/2021			Pending	Playa Products, Inc.
PLAYA	88436635	05/18/2019	6224915	12/22/2020	Registered	Playa Products, Inc.
PLAYA	87176835	09/20/2016	6208220	12/01/2020	Registered	Playa Products, Inc.