

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM790011

<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>
ORVEON GLOBAL US LLC		02/27/2023	Limited Liability Company: DELAWARE
BUXOM US BUYER LLC		02/27/2023	Limited Liability Company: DELAWARE
LAURA MERCIER US BUYER LLC		02/27/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WINGSPIRE CAPITAL LLC		
<b>Street Address:</b>	11720 AMBER PARK DR.		
<b>Internal Address:</b>	SUITE 500		
<b>City:</b>	ALPHARETTA		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30009		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 95</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5336631	BIG TEASE	
<b>Registration Number:</b>	3290215	BUXOM	
<b>Registration Number:</b>	5418239	BUXOM	
<b>Registration Number:</b>	3704645	BUXOM BABES	
<b>Registration Number:</b>	5096804	BUXOM BIG & SEXY	
<b>Registration Number:</b>	6147576	BUXOM DOLLY	
<b>Registration Number:</b>	5892759	BUXOM FULL FORCE	
<b>Registration Number:</b>	6375929	DOLLY	
<b>Registration Number:</b>	4505979	FULL-ON	
<b>Registration Number:</b>	5087995	HOLD THE LINE	
<b>Registration Number:</b>	5129964	MAY CONTAIN NUDITY	
<b>Registration Number:</b>	5587872	PILLOWPOUT	
<b>Registration Number:</b>	6365551	PLUMP SHOT	
<b>Registration Number:</b>	6147514	PLUMPLINE	

CH \$2390.00 5336631

Property Type	Number	Word Mark
Registration Number:	6480068	POWER LINE
Registration Number:	4580943	SERIAL KISSER
Registration Number:	5509927	SEXYSMOKY
Registration Number:	5101554	SHIMMER SHOCK
Registration Number:	6114469	STAYCATION VIBES
Registration Number:	5455129	VA-VA-PLUMP
Registration Number:	6029370	WANDERLUST
Registration Number:	6153181	WHITE RUSSIAN
Registration Number:	5051178	WILDLY WHIPPED
Registration Number:	5979547	XTROVERT
Registration Number:	5335729	AGELESS GENIUS
Registration Number:	5646258	BARE
Registration Number:	3377239	BARE ESCENTUALS
Registration Number:	4220489	BARE ESCENTUALS
Registration Number:	3377301	BARE ESCENTUALS
Registration Number:	4928341	BARE HAVEN
Registration Number:	3369324	BARE RADIANCE
Registration Number:	2321607	BAREMINERALS
Registration Number:	3377240	BAREMINERALS
Registration Number:	4250992	BAREMINERALS
Registration Number:	5386671	BAREMINERALS
Registration Number:	3090836	BAREMINERALS
Registration Number:	3377302	BAREMINERALS
Registration Number:	6310055	BAREMINERALS AGELESS
Registration Number:	5129471	BAREMINERALS CORRECTIVES
Registration Number:	5296862	BAREMINERALS DIRTY DETOX
Registration Number:	6522334	BAREMINERALS GOOD REWARDS
Registration Number:	5380718	BAREMINERALS MADE-2-FIT
Registration Number:	5051307	BAREPRO
Registration Number:	4580278	BARESKIN
Registration Number:	5938094	BARESKIN
Registration Number:	3003497	BAREVITAMINS
Registration Number:	4848169	BLEMISH REMEDY
Registration Number:	6349312	BLONZER
Registration Number:	5100888	BRILLIANT FUTURE
Registration Number:	5330026	CLAY CHAMELEON
Registration Number:	5922576	CLEAN WITHOUT COMPROMISE
Registration Number:	6109108	CLEAN WITHOUT COMPROMISING PERFORMANCE

Property Type	Number	Word Mark
Registration Number:	4973865	COMPLEXION RESCUE
Registration Number:	5087994	ETERNALIXIR
Registration Number:	5042737	GEN NUDE
Registration Number:	3434020	GET STARTED
Registration Number:	4538794	LASH DOMINATION
Registration Number:	5530470	LASHTOPIA
Registration Number:	6335691	MAKEUP SO PURE AND CLEAN YOU CAN SLEEP I
Registration Number:	5392432	MAKEUP SO PURE YOU CAN SLEEP IN IT
Registration Number:	4330667	MARVELOUS MOXIE
Registration Number:	6790409	MAXIMIST
Registration Number:	2885884	MINERAL VEIL
Registration Number:	6097494	MINERALIST
Registration Number:	5100894	MIX. EXFOLIATE. SMOOTH.
Registration Number:	5114980	OIL OBSESSED
Registration Number:	4297045	PRIME TIME
Registration Number:	4928456	PURE PLUSH
Registration Number:	4334571	PURE TRANSFORMATION
Registration Number:	3704598	PURELY NOURISHING
Registration Number:	4928334	SKINLONGEVITY
Registration Number:	6212073	STRENGTH & LENGTH
Registration Number:	4392398	STROKE OF LIGHT
Registration Number:	2848678	SWIRL, TAP, BUFF
Registration Number:	5823127	THE POWER OF GOOD
Registration Number:	3368906	TUTORIALS
Registration Number:	3527901	WELL-RESTED
Registration Number:	6754681	ATELIER MERCIER
Registration Number:	2650625	EAU DE LUNE
Registration Number:	5525144	HOUSE OF FLAWLESS
Registration Number:	2642177	L'HEURE MAGIQUE
Registration Number:	3114248	LAURA MERCIER
Registration Number:	2350939	LAURA MERCIER
Registration Number:	2750756	LAURA MERCIER
Registration Number:	2446387	LAURA MERCIER
Registration Number:	4502382	LAURA MERCIER OVARIAN CANCER FUND
Registration Number:	6720327	LIGHT CATCHER
Registration Number:	6720312	LIGHT REVEALER
Registration Number:	4729000	PAINT WASH
Registration Number:	6054476	PURE CANVAS PRIMER

Property Type	Number	Word Mark
Registration Number:	6919272	TRANSLUCENT PURE SETTING SPRAY
Serial Number:	90565696	FLIP SIDE
Serial Number:	90168988	MATCHED
Serial Number:	90169054	MATCHED BY LAURA MERCIER
Serial Number:	88891044	REAL FLAWLESS

**CORRESPONDENCE DATA**

Fax Number: 3105572193

*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: 310-557-2900

Email: KLATHROP@PROSKAUER.COM

Correspondent Name: PROSKAUER ROSE LLP

Address Line 1: 2029 CENTURY PARK EAST, SUITE 2400

Address Line 2: C/O KIMBERLEY A. LATHROP

Address Line 4: LOS ANGELES, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	87348.001
NAME OF SUBMITTER:	Kimberley A. Lathrop
SIGNATURE:	/Kimberley A. Lathrop/
DATE SIGNED:	02/27/2023

**Total Attachments: 7**

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of February 27, 2023, (this “Agreement”), by BUXOM US Buyer LLC, Laura Mercier US Buyer LLC and Orveon Global US LLC (each, a “Grantor”) in favor of the Administrative Agent referred to below.

Reference is made to that certain Pledge and Security Agreement, dated as of February 27, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Loan Parties from time to time party thereto and the Administrative Agent. The Lenders (as defined in the Credit Agreement referred to below) and Issuing Banks (as defined in the Credit Agreement) have extended credit to the Borrowers (as defined in the Credit Agreement) subject to the terms and conditions set forth in that certain ABL Credit Agreement, dated as of February 27, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Orveon Global Holdings Ltd., a private limited company incorporated under the laws of England and Wales, having its registered office at Suite 1, 3rd Floor 11 - 12 St James’s Square, London, United Kingdom, SW1Y 4LB, with registered number 13540732 (“Holdings”), Orveon Global Intermediate Ltd., a private limited company incorporated under the laws of England and Wales, having its registered office at Suite 1, 3rd Floor 11 – 12 St James’s Square, London, United Kingdom, SW1Y 4LB, with registered number 13651085 (“Intermediate Holdings”), Orveon Global US LLC, a Delaware limited liability company (the “Borrower Representative”), the other Borrowers (as defined therein) from time to time party thereto, the Lenders (as defined therein) and Issuing Banks (as defined therein) from time to time party thereto and Wingspire Capital LLC, in its capacities as administrative agent for the Lenders and collateral agent for the Secured Parties (as defined therein) (in such capacities and together with its successors and assigns, the “Administrative Agent”) and as the Swingline Lender (as defined therein). Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used herein but not otherwise defined herein shall have the meaning given to such terms in the Security Agreement or the Credit Agreement, as applicable, as in effect on the date hereof.

SECTION 2. *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of such Grantor and regardless of where located (collectively, the “IP Collateral”):

A. the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto; and

B. all Proceeds of the foregoing;

in each case, to the extent the foregoing items are not Excluded Assets.


SECTION 3. *Security Agreement.* The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Governing Law.* This Agreement, and any claim, controversy or dispute arising under or related to this Agreement, shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

SECTION 5. *Counterparts.* This Agreement may be executed in 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 of this Agreement by facsimile or by email as a “.pdf” or “.tif” attachment or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement. It is understood and agreed that, subject to any Requirement of Law, the words “execution”, “signed”, “signature”, “delivery” and words of like import in or relating to this Agreement shall be deemed to include any Electronic Signature, delivery or the keeping of any record in electronic form, each of which shall have the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system to the extent and as provided for in any applicable Requirements of Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any similar state laws based on the Uniform Electronic Transactions Act.

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**ORVEON GLOBAL US LLC  
BUXOM US BUYER LLC  
LAURA MERCIER US BUYER LLC**

By:   
Name: Emilia Flamini  
Title: Chief Financial Officer

SCHEDULE I

TRADEMARKS

Owner	Trademark	Registration Date	Registration Number
BUXOM US Buyer LLC	BIG TEASE	11/14/2017	5336631
BUXOM US Buyer LLC	BUXOM	9/11/2007	3290215
BUXOM US Buyer LLC	BUXOM	3/6/2018	5418239
BUXOM US Buyer LLC	BUXOM BABES	11/3/2009	3704645
BUXOM US Buyer LLC	BUXOM BIG & SEXY	12/06/2016	5096804
BUXOM US Buyer LLC	BUXOM DOLLY	9/8/2020	6147576
BUXOM US Buyer LLC	BUXOM FULL FORCE	10/22/2019	5892759
BUXOM US Buyer LLC	DOLLY	06/08/2021	6375929
BUXOM US Buyer LLC	FULL-ON	4/1/2014	4505979
BUXOM US Buyer LLC	HOLD THE LINE	11/22/2016	5087995
BUXOM US Buyer LLC	MAY CONTAIN NUDITY	1/24/2017	5129964
BUXOM US Buyer LLC	PILLOWPOUT	10/16/2018	5587872
BUXOM US Buyer LLC	PLUMP SHOT	5/25/2021	6365551
BUXOM US Buyer LLC	PLUMPLINE	9/8/2020	6147514
BUXOM US Buyer LLC	POWER LINE	9/7/2021	6480068
BUXOM US Buyer LLC	SERIAL KISSER	8/5/2014	4580943
BUXOM US Buyer LLC	SEXYSMOKY	7/3/2018	5509927
BUXOM US Buyer LLC	SHIMMER SHOCK	12/13/2016	5101554
BUXOM US Buyer LLC	STAYCATION VIBES	7/28/2020	6114469
BUXOM US Buyer LLC	VA-VA-PLUMP	4/24/2018	5455129
BUXOM US Buyer LLC	WANDERLUST	4/7/2020	6029370
BUXOM US Buyer LLC	WHITE RUSSIAN	9/15/2020	6153181
BUXOM US Buyer LLC	WILDLY WHIPPED	9/27/2016	5051178
BUXOM US Buyer LLC	XTROVERT	2/4/2020	5979547
Orveon Global US LLC	AGELESS GENIUS	11/14/2017	5335729
Orveon Global US LLC	BARE	1/8/2019	5646258
Orveon Global US LLC	BARE ESCENTUALS	2/5/2008	3377239
Orveon Global US LLC	BARE ESCENTUALS	10/09/2012	4220489
Orveon Global US LLC	BARE ESCENTUALS (Stylized)	2/5/2008	3377301
Orveon Global US LLC	BARE HAVEN	3/29/2016	4928341
Orveon Global US LLC	BARE RADIANCE	1/15/2008	3369324



Owner	Trademark	Registration Date	Registration Number
Orveon Global US LLC	BAREMINERALS	2/22/2000	2321607
Orveon Global US LLC	BAREMINERALS	2/5/2008	3377240
Orveon Global US LLC	BAREMINERALS	11/27/2012	4250992
Orveon Global US LLC	BAREMINERALS	1/23/2018	5386671
Orveon Global US LLC	BAREMINERALS	5/9/2006	3090836
Orveon Global US LLC	BAREMINERALS	2/5/2008	3377302
Orveon Global US LLC	BAREMINERALS AGELESS	3/30/2021	6310055
Orveon Global US LLC	BAREMINERALS CORRECTIVES	1/24/2017	5129471
Orveon Global US LLC	BAREMINERALS DIRTY DETOX	9/26/2017	5296862
Orveon Global US LLC	BAREMINERALS GOOD REWARDS	10/12/2021	6522334
Orveon Global US LLC	BAREMINERALS MADE-2-FIT	1/16/2018	5380718
Orveon Global US LLC	BAREPRO	9/27/2016	5051307
Orveon Global US LLC	BARESKIN	8/5/2014	4580278
Orveon Global US LLC	BARESKIN	12/17/2019	5938094
Orveon Global US LLC	BAREVITAMINS	10/4/2005	3003497
Orveon Global US LLC	BLEMISH REMEDY	11/3/2015	4848169
Orveon Global US LLC	BLONZER	5/11/2021	6349312
Orveon Global US LLC	BRILLIANT FUTURE	12/13/2016	5100888
Orveon Global US LLC	CLAY CHAMELEON	11/7/2017	5330026
Orveon Global US LLC	CLEAN WITHOUT COMPROMISE	11/26/2019	5922576
Orveon Global US LLC	CLEAN WITHOUT COMPROMISING PERFORMANCE	7/21/2020	6109108
Orveon Global US LLC	COMPLEXION RESCUE	6/7/2016	4973865
Orveon Global US LLC	ETERNALIXIR	11/22/2016	5087994
Orveon Global US LLC	GEN NUDE	9/13/2016	5042737
Orveon Global US LLC	GET STARTED	5/27/2008	3434020
Orveon Global US LLC	LASH DOMINATION	5/27/2014	4538794
Orveon Global US LLC	LASHTOPIA	7/31/2018	5530470
Orveon Global US LLC	MAKEUP SO PURE AND CLEAN YOU CAN SLEEP IN IT	4/27/2021	6335691

Owner	Trademark	Registration Date	Registration Number
Orveon Global US LLC	MAKEUP SO PURE YOU CAN SLEEP IN IT	1/30/2018	5392432
Orveon Global US LLC	MARVELOUS MOXIE	5/7/2013	4330667
Orveon Global US LLC	MAXIMIST	7/12/2022	6790409
Orveon Global US LLC	MINERAL VEIL	9/21/2004	2885884
Orveon Global US LLC	MINERALIST	7/7/2020	6097494
Orveon Global US LLC	MIX. EXFOLIATE. SMOOTH.	12/12/2016	5100894
Orveon Global US LLC	OIL OBSESSED	1/03/2017	5114980
Orveon Global US LLC	PRIME TIME	3/5/2013	4297045
Orveon Global US LLC	PURE PLUSH	3/29/2016	4928456
Orveon Global US LLC	PURE TRANSFORMATION	5/14/2013	4334571
Orveon Global US LLC	PURELY NOURISHING	11/3/2009	3704598
Orveon Global US LLC	SKINLONGEVITY	3/29/2016	4928334
Orveon Global US LLC	STRENGTH & LENGTH	12/1/2020	6212073
Orveon Global US LLC	STROKE OF LIGHT	8/27/2013	4392398
Orveon Global US LLC	SWIRL, TAP, BUFF	6/1/2004	2848678
Orveon Global US LLC	THE POWER OF GOOD	7/30/2019	5823127
Orveon Global US LLC	TUTORIALS	1/15/2008	3368906
Orveon Global US LLC	WELL-RESTED	11/4/2008	3527901
Laura Mercier US Buyer LLC	ATELIER MERCIER	6/7/2022	6754681
Laura Mercier US Buyer LLC	EAU DE LUNE	11/12/2002	2650625
Laura Mercier US Buyer LLC	HOUSE OF FLAWLESS	7/24/2018	5525144
Laura Mercier US Buyer LLC	L'HEURE MAGIQUE	10/29/2002	2642177
Laura Mercier US Buyer LLC	LAURA MERCIER	7/11/2006	3114248
Laura Mercier US Buyer LLC	LAURA MERCIER	5/16/2000	2350939
Laura Mercier US Buyer LLC	LAURA MERCIER	8/12/2003	2750756
Laura Mercier US Buyer LLC	LAURA MERCIER	4/24/2001	2446387
Laura Mercier US Buyer LLC	LAURA MERCIER OVARIAN CANCER FUND AND RIBBON DESIGN	3/25/2014	4502382
Laura Mercier US Buyer LLC	LIGHT CATCHER	5/3/2022	6720327
Laura Mercier US Buyer LLC	LIGHT REVEALER	5/3/2022	6720312
Laura Mercier US Buyer LLC	PAINT WASH	4/28/2015	4729000
Laura Mercier US Buyer LLC	PURE CANVAS PRIMER	5/12/2020	6054476

Owner	Trademark	Registration Date	Registration Number
Laura Mercier US Buyer LLC	TRANSLUCENT PURE SETTING SPRAY	12/6/2022	6919272

TRADEMARK APPLICATIONS

Owner	Trademark	Filing Date	Application Number
BUXOM US Buyer LLC	FLIP SIDE	03/08/2021	90565696
Laura Mercier US Buyer LLC	MATCHED	09/09/2020	90168988
Laura Mercier US Buyer LLC	MATCHED BY LAURA MERCIER	09/09/2020	90169054
Laura Mercier US Buyer LLC	REAL FLAWLESS	4/28/2020	88891044

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