

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM794246

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Baxter of California LLC		12/31/2020	Limited Liability Company: MARYLAND
RECEIVING PARTY DATA			
Name:	L'Oréal USA, Inc.		
Street Address:	10 HUDSON YARDS		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10001		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	3969540	BAXTER FINLEY BARBER & SHOP	
Registration Number:	5884949	BAXTER OF CALIFORNIA	
Registration Number:	5884950	BAXTER OF CALIFORNIA	
Registration Number:	2544796	BAXTER OF CALIFORNIA	
Registration Number:	5347955	BAXTERPEDIA	
Registration Number:	4679058	GROOMING GENERATIONS OF GENTLEMEN	
Registration Number:	4839700	HYDRO SALVE	
Registration Number:	4839697	HYDRO SALVE	
Registration Number:	3343903	SUPER SHAPE	
CORRESPONDENCE DATA			
Fax Number:	7036414340		
<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:	703-641-4504		
Email:	cnye@reedsmith.com		
Correspondent Name:	John A. McWilliams, Reed Smith LLP		
Address Line 1:	7900 Tysons One Place		
Address Line 2:	Suite 500		
Address Line 4:	McLean, VIRGINIA 22102		

OP \$240.00 3969540

NAME OF SUBMITTER:	John A. McWilliams
SIGNATURE:	/John A. McWilliams/
DATE SIGNED:	03/14/2023
Total Attachments: 14 source=Project Bart - Security Agreement#page1.tif source=Project Bart - Security Agreement#page2.tif source=Project Bart - Security Agreement#page3.tif source=Project Bart - Security Agreement#page4.tif source=Project Bart - Security Agreement#page5.tif source=Project Bart - Security Agreement#page6.tif source=Project Bart - Security Agreement#page7.tif source=Project Bart - Security Agreement#page8.tif source=Project Bart - Security Agreement#page9.tif source=Project Bart - Security Agreement#page10.tif source=Project Bart - Security Agreement#page11.tif source=Project Bart - Security Agreement#page12.tif source=Project Bart - Security Agreement#page13.tif source=Project Bart - Security Agreement#page14.tif	

SECURITY AGREEMENT

THIS SECURITY AGREEMENT, dated as of December 31, 2020, is made by Baxter of California LLC, a Maryland limited liability company ("Borrower"), in favor of L'Oréal USA, Inc., a Delaware corporation (together with its permitted successors and assigns, the "Lender").

WITNESSETH:

WHEREAS, Borrower, Lender, and solely for purposes of Section 4.4 thereof, AMBI Enterprises LLC, a Maryland limited liability company, AcneFree LLC, a Maryland limited liability company, and Joe Wong, have entered into that certain Asset Purchase Agreement dated as of December 6, 2020 (the "Purchase Agreement");

WHEREAS, pursuant to and in accordance with the terms of conditions of the Purchase Agreement, Borrower and Lender have entered into that certain Promissory Note (the "Note"), dated of even date herewith; and

WHEREAS, as security for the prompt and complete payment or performance, as the case may be, in full of the obligations of Borrower under the Note, including, but not limited to, payments of the Principal Amount and interest and all other obligations with respect to the Note, Borrower has agreed to pledge, collaterally assign, mortgage, transfer and grants to Lender, its successors and permitted assigns, on behalf of and for the ratable benefit of Lender, a continuing security interest in, to and under all of its right, title and interest in the Collateral (as defined below);

NOW, THEREFORE, in consideration of the premises and to induce Lender to enter into, *inter alia*, the Purchase Agreement and the Note, Borrower hereby agrees with Lender as follows:

1. Defined Terms. Unless otherwise defined herein, terms which are defined in the Note and used herein are so used as so defined, and terms which are defined in the Uniform Commercial Code in effect in the State of New York on the date hereof are used herein as defined therein, and the following terms shall have the following meanings:

"Code" means the Uniform Commercial Code as from time to time in effect in the State of New York.

"Collateral" shall have the meaning assigned to it in Section 2 of this Security Agreement.

"Obligations" means the unpaid principal amount of, and interest on, the Note and all other obligations and liabilities of the Borrower to the Lender, whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, arising under, out of, or in connection with the Note or this Security Agreement.

"Security Agreement" means this Security Agreement, as amended or restated from time to time.

2. Grant of Security Interest; Authorization to File Financing Statements.

(a) As collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations, the Borrower hereby pledges and collaterally assigns to the Lender and grants to the Lender, subject to applicable law, a security interest in all right, title and interest of the Borrower in the assets set forth on **Schedule 1** hereto, including, without limitation, any insurance claims and proceeds and any other proceeds and products of or pertaining to any of such assets (collectively, the “Collateral”).

(b) The Borrower hereby irrevocably authorize the Lender at any time and from time to time to file in any Uniform Commercial Code jurisdiction any initial financing statements and amendments thereto that (i) indicate the Collateral, and (ii) contain any other information required by part 5 of Article 9 of the Code for the sufficiency or filing office acceptance of any financing statement or amendment, including whether the Borrower is an organization, the type of organization and any organization identification number issued to the Borrower. The Borrower agrees to furnish any such information to the Lender promptly upon request. The Borrower shall also ratify its authorization for the Lender to have filed in any Uniform Commercial Code jurisdiction any like initial financing statements or amendments thereto if filed prior to the date hereof.

3. Rights of Lender; Limitations on Lender’s Obligations.

(a) Borrower Remains Liable under Accounts. Anything herein to the contrary notwithstanding, the Borrower shall remain liable under the Note to observe and perform all the conditions and obligations to be observed and performed by it thereunder, all in accordance with the terms thereof. The Lender shall not have any obligation or liability by reason of or arising out of this Security Agreement or the receipt by the Lender of any payment relating to the Note pursuant hereto or thereto, nor shall the Lender be obligated in any manner to perform any of the obligations of the Borrower under or pursuant to the Note, to make any inquiry as to the nature or the sufficiency of any payment received by it or as to the sufficiency of any performance by any party under the Note or this Security Agreement.

(b) Notice to Account Debtors. Upon the request of the Lender at any time after the occurrence and during the continuance of an Event of Default, the Borrower shall notify third parties that the Collateral has been assigned to the Lender and that payments in respect thereof shall be made directly to the Lender. The Lender may in its own name or in the name of others communicate with third party debtors in relation to the Collateral, to verify with them to its satisfaction the existence, amount and terms of any Accounts relating to the Collateral.

(c) Collections on Accounts. If required by the Lender at any time after the occurrence and during the continuance of an Event of Default under the Note, any payments relating to the Collateral, when collected by the Borrower, shall be forthwith (and, in any event, within two Business Days) deposited by the Borrower in the exact form received, duly endorsed by the Borrower to the Lender if required, in a special

collateral account maintained by the Lender, subject to withdrawal by the Lender only, as hereinafter provided, and, until so turned over, shall be held by the Borrower in trust for the Lender, segregated from other funds of the Borrower. All Proceeds while held by the Lender (or by the Borrower in trust for the Lender) shall continue to be collateral security for all of the Obligations and shall not constitute payment thereof until applied thereto by the Lender, or by the Borrower with the Lender's consent. If an Event of Default under the Note shall have occurred and be continuing, at any time at the Lender's election, the Lender shall apply all or any part of the funds on deposit in said special collateral account on account of the Obligations in such order as the Lender may elect, and any part of such funds which the Lender elects not so to apply and deems not required as collateral security for the Obligations shall be paid over from time to time by the Lender to the Borrower or to whomsoever may be lawfully entitled to receive the same. At the Lender's request, the Borrower shall deliver to the Lender all original and other documents evidencing, and relating to, the agreements and transactions which gave rise to the accounts relating to the Collateral, including, without limitation, all original orders, invoices and shipping receipts.

4. Representations and Warranties. The Borrower represents to the Lender as follows:

(a) The Borrower represents and warrants to the Lender that it has good title to all of the Collateral, free and clear of all liens, security interests and adverse interests, in favor of any person or entity other than the Lender.

(b) The Borrower is the sole owner of the Collateral; the liens and security interests granted hereby in the Collateral which can be perfected by the filing of financing statements will, upon the filing of such financing statements in the applicable filing office, be perfected liens and security interests having priority over all other liens, and there are no liens in the Collateral or any portion thereof, except those in favor of the Lender; and no financing statement, mortgage or deed of trust covering the Collateral or any portion thereof exists or is on file in any public office except those in favor of the Lender.

(c) Borrower has full power and authority to enter into this Security Agreement. The individual signing on behalf of the Borrower has been duly authorized to so execute this Security Agreement.

(d) No consent, authorization, approval, or other action by and no notice to or filing with, any authority is required for (i) the grant by the Borrower of the security interests granted hereby or the execution, delivery or performance of this Security Agreement by the Borrower, (ii) the perfection or maintenance of the security interests created hereby which may be perfected by the filing of financing statements, or (iii) the exercise by the Lender of any of its rights and remedies hereunder, except for the filing of financing statements necessary to perfect or continue the perfection of the security interests granted by this Security Agreement.

(e) Neither the execution and delivery of this Security Agreement by the Borrower, the consummation of the transactions herein contemplated nor the fulfillment of the terms hereof will (i) result in a breach of any of the terms or provisions of, or constitute a default under, or constitute an event which, with notice or lapse of time or both will result in a breach of or constitute a default under, any agreement, indenture, mortgage, deed of trust, lease, instrument or other document to which Borrower is a party, or (ii) conflict with any law.

5. Covenants. The Borrower covenants and agrees with the Lender that, from and after the date of this Security Agreement until the Obligations are paid in full:

(a) Further Documentation; Pledge of Instruments and Chattel Paper. At any time and from time to time, upon the written request of the Lender, and at the sole expense of the Borrower, the Borrower will promptly and duly execute and deliver such further instruments and documents and take such further action as the Lender may reasonably request for the purpose of obtaining or preserving the full benefits of this Security Agreement and of the rights and powers herein granted, including, without limitation, the filing of any financing or continuation statements under the Uniform Commercial Code in effect in any jurisdiction with respect to the security interests and liens created hereby. The Borrower also hereby authorizes the Lender to file any such financing or continuation statement without the signature of the Borrower to the extent permitted by applicable law. A carbon, photographic or other reproduction of this Security Agreement shall be sufficient as a financing statement for filing in any jurisdiction. If any amount payable under or in connection with any of the Collateral shall be or become evidenced by any Instrument or Chattel Paper, such Instrument or Chattel Paper shall be immediately delivered to the Lender, duly endorsed in a manner satisfactory to the Lender, to be held as Collateral pursuant to this Security Agreement.

(b) Indemnification. The Borrower agrees to pay, and to save the Lender harmless from, any and all liabilities, reasonable costs and expenses (including, without limitation, legal fees and expenses) (i) with respect to, or resulting from, any delay in paying, any and all excise, sales or other taxes which may be payable or determined to be payable with respect to any of the Collateral, (ii) with respect to, or resulting from, any delay in complying with any law, rule, regulation or order of any court, arbitrator or governmental entity, jurisdiction or authority applicable to any of the Collateral or (iii) in connection with any of the transactions contemplated by this Security Agreement. In any suit, proceeding or action brought by the Lender relating to the Collateral for any sum owing in relation thereto, the Borrower will save, indemnify and keep the Lender harmless from and against all expense, loss or damage suffered by reason of any defense, setoff, counterclaim, recoupment or reduction or liability whatsoever of the account debtor or obligor thereunder, arising out of a breach by the Borrower of any obligation thereunder or arising out of any other agreement, indebtedness or liability at any time owing to or in favor of such account debtor or obligor or its successors from the Borrower. The foregoing indemnification shall not apply to any liabilities, costs or expenses resulting directly from the gross negligence, actual willful misconduct or bad faith of the Lender.

(c) Maintenance of Records. The Borrower will keep and maintain at its own cost and expense satisfactory and complete records of the Collateral, including without limitation, a record of all payments received and all credits granted with respect to the Collateral. For the Lender's further security, the Borrower hereby grants to the Lender a security interest in all of the Borrower's books and records pertaining to the Collateral, and upon the occurrence and during the continuance of an Event of Default, the Borrower shall turn over any such books and records to the Lender or to its representatives during normal business hours at the request of the Lender.

(d) Right of Inspection. The Lender shall at all times have full and free access during normal business hours, and upon reasonable prior notice, to all the books of record and account of the Borrower, and the Lender or its representatives may examine the same, take extracts therefrom and make photocopies thereof, and the Borrower agrees to render to the Lender, at the Borrower's cost and expense, such clerical and other assistance as may be reasonably requested with regard thereto. The Lender and its representatives shall at all times also have the right during normal business hours, and upon reasonable prior notice, to enter into and upon any premises where any of the Inventory is located for the purpose of inspecting the same or otherwise protecting its interests therein.

(e) Payment of Obligations. The Borrower will pay promptly when due all taxes, assessments and governmental charges or levies imposed upon the Collateral or in respect of its income or profits therefrom, as well as all claims of any kind (including, without limitation, claims for labor, materials and supplies) against or with respect to the Collateral, except that no such charge need be paid if (i) the validity thereof is being contested in good faith by appropriate proceedings, (ii) such proceedings do not involve any material danger of the sale, forfeiture or loss of any of the Collateral or any interest therein and (iii) such charge is adequately reserved against on the Borrower's books in accordance with generally accepted accounting principles ("GAAP").

(f) Further Identification of Collateral. The Borrower will furnish to the Lender from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Lender may reasonably request, all in reasonable detail.

6. Lender's Appointment as Attorney-in-Fact.

(a) Powers. The Borrower hereby irrevocably constitutes and appoints the Lender and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of the Borrower and in the name of the Borrower or in its own name, from time to time in the Lender's discretion, for the purpose of carrying out the terms of this Security Agreement, to take any and all appropriate action and to execute any and all instruments which may be necessary or desirable to accomplish the purposes of this Security Agreement, and, without limiting the generality of the foregoing, the Borrower hereby gives the Lender the power and right, on behalf of the Borrower, without notice to or assent by the Borrower, to do the following:

- (i) in the case of any Account, at any time when the authority of the Borrower to collect the Accounts has been curtailed or terminated pursuant to the first sentence of Section 3(c) hereof, or in the case of any other Collateral, at any time when any Event of Default shall have occurred and is continuing, in the name of the Borrower or its own name, or otherwise, to take possession of and endorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under any Account, Instrument or with respect to any other action or proceeding in any court of law or equity or otherwise deemed appropriate by the Lender for the purpose of collecting any and all such moneys due under any Account, Instrument or with respect to any other collateral whenever payable;
- (ii) to pay or discharge taxes and liens levied or placed on or threatened against the Collateral, to effect any repairs or any insurance called for the terms of this Security Agreement and to pay all or any part of the premiums therefor and the costs thereof; and
- (iii) Upon the occurrence and during the continuance of any Event of Default, (A) to direct any party liable for any payment under any of the Collateral to make payment of any and all moneys due or to become due thereunder directly to the Lender or as the Lender shall direct; (B) to ask or demand for, collect, receive payment of and receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any Collateral; (C) to sign and endorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications, notices and other documents in connection with any of the collateral; (D) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any proceeds thereof and to enforce any other right in respect of any Collateral; (E) to defend any suit, action or proceeding brought against the Borrower with respect to any Collateral; (F) to settle, compromise or adjust any suit, action or proceeding described in clause (E) above and, in connection therewith, to give such discharges or releases as the Lender may deem appropriate; and (G) generally, to sell, transfer, pledge and make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though the Lender were the absolute owner thereof for all purposes, and to do, at the Lender's option and the Borrower's expense, at any time, or from time to time, all acts and things which the Lender deems necessary to protect, preserve or realize upon the Collateral and the Lender's liens thereon and to effect the intent of this Security Agreement, all as fully and effectively as the Borrower might do.

At the reasonable request of the Lender, the Borrower shall deliver to the Lender, one or more further documents ratifying any and all actions that said attorneys shall lawfully take or do or cause to be taken or done by virtue hereof. This power of attorney is a power coupled with an interest and shall be irrevocable.

(b) Other Powers. The Borrower also authorizes the Lender, at any time and from time to time, to execute, in connection with the sales provided for in Section 8 hereof, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral.

(c) No Duty on Lender's Part. The powers conferred on the Lender hereunder are solely to protect the Lender's interests in the Collateral and shall not impose any duty upon it to exercise any such powers. The Lender shall be accountable only for amounts that it actually receives as a result of the exercise of such powers, and neither it nor any of its officers, directors, employees or agents shall be responsible to the Borrower for any act or failure to act hereunder, except for its own gross negligence or willful misconduct.

7. Performance by Lender of Borrower's Obligations. If the Borrower fails to perform or comply with any of its agreements contained herein and the Lender, as provided for by the terms of this Security Agreement, shall itself perform or comply, or otherwise cause performance or compliance, with such agreement, the expenses of the Lender incurred in connection with such performance or compliance, together with interest thereon at a rate per annum equal to the Prime Rate as set forth in the Wall Street Journal plus 5%, shall be payable by the Borrower to the Lender on demand and shall constitute Obligations secured hereby.

8. Remedies. If an Event of Default shall occur and be continuing, the Lender may exercise, in addition to all other rights and remedies granted to it in this Security Agreement and in any other instrument or agreement securing, evidencing or relating to the Obligations, all rights and remedies of a secured party under the Code. Without limiting the generality of the foregoing, the Lender, without demand of performance or other demand, presentment, protest, or notice of any kind (except any notice required by law referred to below) to or upon the Borrower or any other person or entity (all and each of which are hereby waived), may in such circumstances forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or may forthwith sell, lease, assign, give option or options to purchase, or otherwise dispose of and deliver the Collateral or any part thereof (or contract to do any of the foregoing), in one or more parcels at public or private sale or sales, at any exchange, broker's board or office of the Lender or elsewhere upon such terms and conditions as it may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk. The Lender shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold, free of any right or equity or redemption in the Borrower, which right or equity is hereby waived or released. The Borrower further agrees, at the Lender's request, to assemble the Collateral and make it available to the Lender at places which the Lender shall reasonably select, whether at the Borrower's premises or elsewhere. The Lender shall apply the net proceeds of any such

collection, recovery, receipt, appropriation, realization or sale, after deducting all reasonable costs and expenses of every kind incurred therein or incidental to the care or safekeeping of any of the Collateral or in any way relating to the Collateral or the rights of the Lender hereunder, including, without limitation, reasonable attorneys' fees and disbursements, to the payment in whole or in part of the Obligations, in such order as the Lender may elect, and only after such application and after the payment by the Lender of any other amount required by any provision of law, including, without limitation, Section 9-615 of the Code, need the Lender account for the surplus, if any, to the Borrower. To the extent permitted by applicable law, the Borrower waives all claims, damages and demands it may acquire against the Lender arising out of the exercise by the Lender of any of its rights hereunder, provided that such release shall not apply to any claim, damage or demand resulting directly from the gross negligence, actual willful misconduct or bad faith of the Lender. If any notice of a proposed sale or other disposition of Collateral shall be required by law, such notice shall be deemed reasonable and proper if given at least seven days before such sale or other disposition. The Borrower shall remain liable for any deficiency if the proceeds of any sale or other disposition of the Collateral are insufficient to pay the Obligations and the fees and disbursements of any attorneys employed by the Lender to collect such deficiency.

9. Limitation on Duties Regarding Preservation of Collateral. The Lender's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under Section 9-207 of the Code or otherwise, shall be to deal with it in the same manner as the Lender deals with similar property for its own account. Neither the Lender nor any of its directors, officers, employees or agents shall be liable for failure to demand, collect or realize upon all or any part of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of the Borrower or otherwise.

10. Powers Coupled with an Interest. All authorizations and agencies herein contained with respect to the Collateral are irrevocable and powers coupled with an interest.

11. Severability. Any provision of this Security Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

12. Paragraph Headings. The paragraph headings used in this Security Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

13. No Waiver; Cumulative Remedies. The Lender shall not by any act (except by a written instrument pursuant to Section 14 hereof), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any Default or Event of Default or in any breach of any of the terms and conditions hereof. No failure to exercise, nor any delay in exercising, on the part of the

Lender, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by the Lender of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Lender would otherwise have on any future occasion. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any rights or remedies provided by law.

14. Waivers and Amendments; Successors and Assigns. None of the terms or provisions of this Security Agreement may be waived, amended, supplemented or otherwise modified except by a written instrument executed by the Borrower and the Lender, provided that any provision of this Security Agreement may be waived by the Lender in a written letter or agreement executed by the Lender or by telex or facsimile transmission from the Lender. This Security Agreement shall be binding upon the successors and assigns of the Borrower and shall inure to the benefit of the Lender and its successors and assigns.

15. Counterparts. This Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument, respectively. This Security Agreement may be transmitted for reproduction and execution by any means now known or hereafter devised, including electronic file transmission, may be converted from its original software program to another and/or printed on different paper formats or in different fonts, any or all of which may result in variations to the pagination and appearance of the counterpart versions of this Security Agreement. The execution and delivery of counterparts of this Security Agreement, by electronic file transmission or by original manual signature, regardless of the means or any variation in pagination or appearance, shall be binding upon the parties executing this Security Agreement. Any party delivering an executed counterpart of this Security Agreement by electronic file transmission shall also deliver a manually executed counterpart of this Security Agreement to each other party, but failure to do so shall not affect the validity, enforceability or binding effect of this Security Agreement or the Note.

16. Governing Law. This Security Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Borrower has caused this Security Agreement to be duly executed and delivered in favor of the Lender as of the date first above written.

BORROWER:

BAXTER OF CALIFORNIA LLC

DocuSigned by:

Joe Wong

By: _____
BAFB49162227484...

Name: Joe Wong

Title: Managing Member

LENDER:

L'ORÉAL USA, INC.

DocuSigned by:

Nicholas Milosh

By: _____
D094992A7A764BC...

Name: Nicholas Milosh

Title: Senior Vice President, Business Development

SCHEDULE I

COLLATERAL

All assets of the Borrower, including, without limitation:

- (i) all Accounts;
- (ii) all Chattel Paper (including, without limitation, all Tangible Chattel Paper and all Electronic Chattel Paper);
- (iii) all Documents;
- (iv) all Equipment;
- (v) all Fixtures;
- (vi) all General Intangibles (including, without limitation, all Payment Intangibles, Intellectual Property and licenses or other similar rights in respect of Intellectual Property (including the trademarks listed in Schedule II herein));
- (vii) all Goods;
- (viii) all Instruments;
- (ix) all Inventory;
- (x) all Investment Property, Pledged Stock and other Pledged Collateral;
- (xi) all Contracts, together with all Contract Rights arising thereunder;
- (xii) all Money, cash and cash equivalents;
- (xiii) all Commercial Tort Claims;
- (xiv) all Deposit Accounts, Securities Accounts, Commodities Accounts and all other demand, deposit, time, savings, cash management, passbook and similar accounts maintained by such Grantor with any bank or other financial institution and all monies, securities, Instruments deposited or required to be deposited in any of the foregoing;
- (xv) all Securities Entitlements in any or all of the foregoing;
- (xvi) all Supporting Obligations in respect of any Collateral described in clauses (i) through (xv) above; and

(xvii) all accessions to, substitutions and replacements for and Proceeds and products of the foregoing, together with all books and records, customer lists, credit files, computer files, programs, printouts and other computer materials and records related thereto and any General Intangibles at any time evidencing or relating to any of the foregoing and all collateral security and guarantees given by any person with respect to any of the foregoing.

SCHEDULE II

TRADEMARKS

Trademark Name	Country	Status	Appl. Date	Appl. Number	Reg. Date	Reg. Number
BAXTER FINLEY BARBER & SHOP	U.S.A.	Registered	23-Aug-2010	85/113323	31-May-2011	3969540
BAXTER OF CALIFORNIA	U.S.A.	Registered	11-Apr-2019	88/381963	15-Oct-2019	5884949
BAXTER OF CALIFORNIA	U.S.A.	Registered	11-Apr-2019	88/381967	15-Oct-2019	5884950
BAXTER OF CALIFORNIA (and Design)	U.S.A.	Registered	16-Apr-2001	76/240472	05-Mar-2002	2544796
BAXTERPEDIA	U.S.A.	Registered	07-Jul-2016	87/976031	28-Nov-2017	5347955
GROOMING GENERATIONS OF GENTLEMEN/2 lines	U.S.A.	Registered	01-Jul-2014	86/325386	27-Jan-2015	4679058
HYDRO SALVE	U.S.A.	Registered	22-Sep-2014	86/401974	27-Oct-2015	4839700
HYDRO SALVE	U.S.A.	Registered	22-Sep-2014	86/401577	27-Oct-2015	4839697
SUPER SHAPE	U.S.A.	Registered	05-Jan-2006	78/785874	27-Nov-2007	3343903

Trademark Name	Country	Status	Appl. Date	Appl. Number	Reg. Date	Reg. Number
Baxter of California	Japan	Registered	10-Mar-2010	2010 22746	01-Oct-2010	5357023
Baxter of California	European Union Intellectual Property Office	Registered	26-Mar-2013	11690741	07-Aug-2013	11690741

Pacific Cannabis	Germany	Registered	03-Feb-2020	30 2020 002 192.8 / 03	02-Mar-2020	30 2020 002 192.8 / 03
Baxter of California	Hong Kong	Registered	05-Sep-2017	304262544	05-Sep-2017	304262544
Baxter of California	Russian Federation	Registered	28-Mar-2013	1159306	28-Mar-2013	1159306
Baxter of California	Singapore	Registered	28-Mar-2013	1159306	28-Mar-2013	1159306
Baxter of California	Switzerland	Registered	28-Mar-2013	1159306	28-Mar-2013	1159306
Pacific Cannabis	United Kingdom	Registered	31-Jan-2020	3463032	21-Aug-2020	3463032
Baxter of California	World Intellectual Property Org.	Registered	28-Mar-2013	1159306	28-Mar-2013	1159306