

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM799064

<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>
Baxter of California LLC		12/01/2022	Limited Liability Company: MARYLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	L'Oréal USA, Inc.		
<b>Street Address:</b>	10 Hudson Yards		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10001		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 31</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5662450	ALL-PURPOSE PERFECTOR	
<b>Serial Number:</b>	90800538	BRILLIANT BASE	
<b>Registration Number:</b>	5470564	BROW PROUD	
<b>Registration Number:</b>	5629661	BUILDABLE MATTIFIER	
<b>Registration Number:</b>	4464250	CAMO-PIGMENTS	
<b>Registration Number:</b>	6503197	CONTINUOUS CORRECTION	
<b>Registration Number:</b>	6619793	DD	
<b>Registration Number:</b>	3761330	DERMABLEND	
<b>Registration Number:</b>	1282015	DERMABLEND	
<b>Registration Number:</b>	6590288	DERMABLEND	
<b>Serial Number:</b>	97255762	DERMABLEND	
<b>Serial Number:</b>	97290084	DERMABLEND. DEDICATED TO THE SCIENCE OF	
<b>Registration Number:</b>	1721034	DERMABLEND QUICK-FIX	
<b>Registration Number:</b>	5361443	FLAWLESS CREATOR	
<b>Registration Number:</b>	5414686	GLOW CREATOR	
<b>Registration Number:</b>	5764280	INSTA-GRIP	
<b>Registration Number:</b>	4479100	INTENSE POWDERCAMO	
<b>Registration Number:</b>	6472606	LOCK AND LAST	
<b>Registration Number:</b>	5957311	PORESAVER	

OP \$790.00 5662450

Property Type	Number	Word Mark
Registration Number:	5618916	POWER-SETTER
Serial Number:	97372763	RADIANT DOSE
Registration Number:	6170799	SKIN SECURITY STANDARDS
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

*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: 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

NAME OF SUBMITTER: John A. McWilliams

SIGNATURE: /John A. McWilliams/

DATE SIGNED: 03/30/2023

**Total Attachments: 10**

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**EXECUTION VERSION****INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of December 1, 2022, is made by Baxter of California LLC, a Maryland limited liability company ("Grantor"), in favor of L'Oréal USA, Inc., a Delaware corporation (together with its permitted successors and assigns, "L'Oréal").

**WITNESSETH:**

WHEREAS, (i) L'Oréal, (ii) Grantor, (iii) a Maryland limited liability company named AcneFree LLC, (iv) a Maryland limited liability company named AMBI Enterprises LLC and (v) an individual named Joe Wong, have entered into that certain Asset Purchase Agreement (the "Purchase Agreement"), dated as of December 1, 2022;

WHEREAS, AcneFree LLC, AMBI Enterprises LLC and Joe Wong entered into the Purchase Agreement solely for purposes of Section 4.4 thereof;

WHEREAS, pursuant to and in accordance with the terms and conditions of the Purchase Agreement, Grantor and L'Oréal 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 Grantor under the Note, including, but not limited to, payments of the Principal Amount and interest and all other obligations with respect to the Note, Grantor has agreed to pledge, collaterally assign, mortgage, transfer and grants to L'Oréal, its successors and permitted assigns, on behalf of and for the ratable benefit of L'Oréal, a continuing security interest in, to and under all of its right, title and interest in the IP Collateral;

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

Section 1. Defined Terms.

(a) The following terms used herein shall have the following meanings:

"Copyrights" means all rights, title and interests (and all related IP Ancillary Rights) arising under any Applicable Law in or relating to copyrights and all mask work, database and design rights, whether or not registered or published, all registrations and recordings thereof and all applications in connection therewith.

"IP Ancillary Rights" means, with respect to any Intellectual Property, as applicable, all foreign counterparts to, and all divisionals, reversions, continuations, continuations-in-part, reissues, reexaminations, renewals and extensions of, such Intellectual Property and all income, royalties, proceeds and liabilities at any time due or payable or asserted under or with respect to any of the foregoing or otherwise with respect to such Intellectual Property, including all rights to sue or recover at law or in equity for any past, present or future infringement,

misappropriation, dilution, violation or other impairment thereof, and, in each case, all rights to obtain any other IP Ancillary Right.

"IP License" means all contractual obligations (and all related IP Ancillary Rights), whether written or oral, granting any right, title and interest in or relating to any Intellectual Property.

"Liability" shall have the meaning set forth in the Purchase Agreement.

"Patents" means all rights, title and interests (and all related IP Ancillary Rights) arising under any Applicable Law in or relating to letters patent and applications therefor.

"Trademarks" means all rights, title and interests (and all related IP Ancillary Rights) arising under any Applicable Law of the United States or any State thereof in or relating to trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers and, in each case, all goodwill associated therewith, all registrations and recordations thereof and all applications in connection therewith.

(b) Capitalized terms used herein without definition are used as defined in the Note.

Section 2. Grant of Security Interest in IP Collateral. Grantor, as security for the prompt and complete payment or performance, as the case may be, in full of the obligations of Grantor under the Note, including, but not limited to, payments of the Principal Amount and interest and all other obligations with respect to the Note, hereby pledges, collaterally assigns, mortgages, transfers and grants to L'Oréal, its successors and permitted assigns, on behalf of and for the ratable benefit of L'Oréal, a continuing security interest in, to and under all of its right, title and interest in, to and under all of the following Intellectual Property of Grantor (the "IP Collateral"):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto, and (i) all renewals and extensions of the foregoing; (ii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and (iii) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof;

(b) all of its Copyrights, including, without limitation, those referred to on Schedule 1 hereto, and (i) all renewals, reversions and extensions of the foregoing, and (ii) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof; and

(c) all of its Patents, including, without limitation, those referred to on Schedule 1 hereto, and (i) all reissues, reexaminations, continuations, continuations-in-part, divisionals,

renewals and extensions of the foregoing, and (ii) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Covenants.

(a) Within thirty (30) days after any change to the Intellectual Property owned by Grantor, Grantor shall provide L'Oréal notification thereof and any documents that L'Oréal requests with respect thereto.

(b) Grantor shall (and shall cause all its licensees to) (i) (1) continue to use each Trademark in order to maintain such Trademark in full force and effect with respect to each class of goods for which such Trademark is currently used, free from any claim of abandonment for non-use, (2) maintain at least the same standards of quality of products and services offered under such Trademark as are currently maintained, (3) use such Trademark with the appropriate notice of registration and all other notices and legends required by Applicable Law, (4) not adopt or use any other Trademark that is confusingly similar or a colorable imitation of such Trademark unless L'Oréal shall obtain a perfected security interest in such other Trademark pursuant to this Agreement and (ii) not do any act or omit to do any act whereby any Intellectual Property (including any goodwill associated therewith, as applicable) may become destroyed, invalidated, impaired, harmed, forfeited, invalidated, misused, unenforceable, abandoned, as applicable, or dedicated to the public, fall into public domain or become publicly available or otherwise unprotectable, as applicable.

(c) Grantor shall (and shall cause all its licensees to) not do any act or omit to do any act whereby any trade secret may become publicly available or otherwise unprotectable.

(d) Grantor shall notify L'Oréal promptly if it knows, or has reason to know, that any application or registration relating to any Intellectual Property may become forfeited, misused, unenforceable, abandoned or dedicated to the public, or of any adverse determination or development regarding the validity or enforceability or Grantor's ownership of, interest in, right to use, register, own or maintain any Intellectual Property. Grantor shall take all actions that are necessary or reasonably requested by L'Oréal to maintain and pursue each application (and to obtain the relevant registration or recordation) and to maintain each registration and recordation included in the Intellectual Property.

(e) Grantor shall not knowingly do any act or omit to do any act to infringe, misappropriate, dilute, violate or otherwise impair the Intellectual Property of any other Person. In the event that any Intellectual Property of Grantor is or has been infringed, misappropriated, violated, diluted or otherwise impaired by a third party, Grantor shall take such action as it deems appropriate under the circumstances in response thereto, including promptly bringing suit and recovering all damages therefor.

(f) Grantor hereby irrevocably authorizes L'Oréal and its Affiliates, counsel and other representatives, at any time and from time to time, to file or record financing statements, amendments to financing statements and, with notice to the Company, any other filing or recording

documents or instruments with respect to the IP Collateral in such form and in such offices as L'Oréal reasonably determines appropriate to perfect the security interest of L'Oréal under this Agreement. Grantor hereby also authorizes L'Oréal and its Affiliates, counsel and other representatives, at any time and from time to time, to file continuation statements with respect to previously filed financing statements.

(g) L'Oréal is further authorized to file with the United States Patent and Trademark Office or United States Copyright Office (or any successor office), with the signature of each applicable Grantor, such documents as may be necessary or advisable for the purpose of perfecting, confirming, continuing, enforcing or protecting the security interest granted hereunder. Grantor shall execute and deliver to L'Oréal in form and substance reasonably acceptable to L'Oréal and suitable for filing in the United States Copyright Office or the United States Patent and Trademark Office, as applicable, any additional intellectual property security agreements (substantially in the form of this Agreement) as may be reasonably required to subject any such owned or subsequently acquired right, title or interest in any Intellectual Property of Grantor to the security interest and perfection created or contemplated hereby or by the Note.

(h) Following an Event of Default, Grantor shall permit L'Oréal to assign any Intellectual Property owned by Grantor or any IP Licenses of Grantor throughout the world on such terms and conditions and in such manner as L'Oréal shall in its sole discretion determine, including the execution and filing of any document necessary to effectuate or record such assignment.

(i) The security interest granted hereunder is granted as security only and shall not subject L'Oréal to, or in any way alter or modify, any obligation or liability of Grantor with respect to or arising out of the IP Collateral.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Intellectual Property and IP Licenses subject to a security interest hereunder, except to the extent that L'Oréal is required to do so in accordance with its indemnification obligations set forth in Article 10 of the Purchase Agreement.

Section 5. Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Intellectual Property Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

*[Remainder of page intentionally left blank. Signature page follows.]*

IN WITNESS WHEREOF, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

BAXTER OF CALIFORNIA LLC,

as, Grantor

DocuSigned by:  

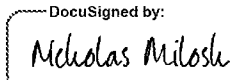

By: \_\_\_\_\_

Name: Joe Wong

Title: Managing Member

ACCEPTED AND AGREED  
as of the date first above written:

L'ORÉAL USA, INC.

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Nicholas Milosh  
Title: SVP, Business Development

SCHEDULE 1  
TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

U.S. TRADEMARKS

Trademark Name	Country	Status	Appl. Date	Appl. Number	Reg. Date	Reg. Number
ALL-PURPOSE PERFECTOR	U.S.A.	Registered	22-Aug-2017	87/579081	22-Jan-2019	5662450
BRILLIANT BASE	U.S.A.	Pending	29-Jun-2021	90/800538		
BROW PROUD	U.S.A.	Registered	07-Dec-2016	87/259997	15-May-2018	5470564
BUILDABLE MATTHIER	U.S.A.	Registered	22-Aug-2017	87/579077	11-Dec-2018	5629661
CAMO-PIGMENTS	U.S.A.	Registered	27-Feb-2013	85/861866	07-Jan-2014	4464250
CONTINUOUS CORRECTION	U.S.A.	Registered	26-Feb-2020	88/810856	28-Sep-2021	6503197
DD (Stylized)	U.S.A.	Registered	01-Mar-2021	90/552865	18-Jan-2022	6619793
DERMABLEND	U.S.A.	Registered	30-Oct-2009	77/861201	16-Mar-2010	3761330
DERMABLEND	U.S.A.	Registered	23-Aug-1982	73/381177	19-Jun-1984	1282015
DERMABLEND	U.S.A.	Pending	25-Feb-2021	90/547351	14-Dec-2021	6590288
DERMABLEND	U.S.A.	Pending	07-Feb-2022	97/255762		
DERMABLEND DEDICATED TO THE SCIENCE OF BETTER MAKEUP	U.S.A.		01-Mar-2022	97/290084		



DERMABLEND QUICK-FIX	U.S.A.	Registered	01-Oct-1990	74/101860	29-Sep-1992	1721034
FLAWLESS CREATOR	U.S.A.	Registered	28-Mar-2017	87/388124	19-Dec-2017	5361443
GLOW CREATOR	U.S.A.	Registered	10-Jul-2017	87/522120	27-Feb-2018	5414686
INSTA-GRIP	U.S.A.	Registered	31-Jul-2017	87/549831	28-May-2019	5764280
INTENSE POWDERCAMO	U.S.A.	Registered	15-Apr-2013	85/904673	04-Feb-2014	4479100
LOCK AND LAST	U.S.A.	Registered	30-Jul-2020	90/083114	31-Aug-2021	6472606
PORESAVER	U.S.A.	Registered	11-Dec-2018	88/233097	07-Jan-2020	5957311
POWER-SETTER	U.S.A.	Registered	13-Nov-2017	87/681902	27-Nov-2018	5618916
RADIANT ROSE	U.S.A.	Pending	20-Apr-2022	97/372763		
SKIN SECURITY STANDARDS	U.S.A.	Registered	08-Aug-2019	88/570995	06-Oct-2020	6170799

Trademark Name	Country	Status	Appl. Date	Appl. Number	Reg. Date	Reg. Number
BLEND IN TO STAND OUT	Canada	Registered	2/24/2016	1769279	6/18/2019	LMC1,027,929
CONTINUOUS CORRECTION	Canada	Pending	2/27/2020	2,014,550		
DD STYLIZED	Canada	Pending	3/16/2021	2,092,172		
DD STYLIZED BRILLIANT BASE	Canada	Pending	8/30/2021	2 130 150		
DERMABLEND	Canada	Registered	5/6/1983	502,917	1/18/1985	299,180

DERMABLEND BRILLANT BASE	Canada	Pending	6/10/2021	2,113,490		
DERMABLEND COVER CARE	Canada	Pending	7/18/2019	1,976,371		
DERMABLEND MULTI-MATTE	Canada	Registered	5/2/2018	1,897,012	2/13/2020	TMA1,072,606
DERMABLEND PROFESSIONAL	Canada	Registered	9/3/2015	1744588	6/7/2018	LMC998530
DERMABLEND, DEDICATED TO THE SCIENCE OF BETTER MAKEUP	Canada	Pending	2/11/2022	2,166,184		
FLAWLESS CREATOR	Canada	Registered	9/5/2017	1,855,926	2/22/2019	1,015,736
GLOW CREATOR	Canada	Registered	9/5/2017	1,855,928	2/22/2019	1,015,737
ILLUMINATING BANANA PRIMER	Canada	Pending	12/21/2020	2,072,502		
INSTA-GRIP	Canada	Registered	9/5/2017	1,855,929	4/3/2019	1,018,654
LOCK AND LAST	Canada	Pending	7/31/2020	2,043,257		
PORESAVER	Canada	Registered	12/21/2018	1937898	4/27/2022	1,127,654
POWERFUL MAKEUP FOR ALL	Canada	Registered	9/13/2017	1,857,391	4/10/2019	LMC1019128
POWER-SETTER	Canada	Registered	2/23/2018	1884732	12/2/2019	TMA1,064,914

TRADEMARK

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RADIANT DOSE	Canada	Pending	12/17/2021	2,155,108															
SKIN SECURITY STANDARDS	Canada	Pending	11/8/2019	1,994,892															

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

U.S. REGISTERED COPYRIGHTS AND COPYRIGHT APPLICATIONS

None

U.S. PATENTS AND PATENT APPLICATIONS

None