

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM801807

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
FB Intermediate Holdings, LLC		04/07/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Forma Beauty Brands, LLC		
<b>Street Address:</b>	10303 Norris Avenue		
<b>City:</b>	Pacoima		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91331		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4921962	CUPID'S BOW	
<b>Registration Number:</b>	5326644	FAMOUS LAST WORDS	
<b>Registration Number:</b>	5888365	LIBERATE YOUR LIPS	
<b>Registration Number:</b>	3485497	LIPSTICK QUEEN	
<b>Registration Number:</b>	3412555	LIPSTICK QUEEN	
<b>Registration Number:</b>	5018047	MEGA STAR SAINT	
<b>Registration Number:</b>	5018048	MEGA STAR SINNER	
<b>Registration Number:</b>	5725069	PARALLEL UNIVERSE LIP FLASH	
<b>Registration Number:</b>	5738196	REAR VIEW MIRROR	
<b>Registration Number:</b>	5293058	SMOKEY LIP	
<b>Registration Number:</b>	5569173	STARK RAVING MATTE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2147467777		
<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>			
<b>Phone:</b>	2147467700		
<b>Email:</b>	juan.arias@weil.com		
<b>Correspondent Name:</b>	William Keller		

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**Address Line 1:** Weil, Gotshal & Manges LLP  
**Address Line 2:** 200 Crescent Court, Suite 300  
**Address Line 4:** Dallas, TEXAS 75201-6950

**ATTORNEY DOCKET NUMBER:** W. Keller - 44544.0003

**NAME OF SUBMITTER:** William Keller

**SIGNATURE:** /William Keller/

**DATE SIGNED:** 04/10/2023

**Total Attachments: 4**

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**TERMINATION AND RELEASE OF  
SECURITY INTEREST IN TRADEMARK RIGHTS**

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Release”), dated as of April 7, 2023, is made by FB Intermediate Holdings, LLC (the “Secured Party”) under the Note Purchase Agreement referred to below, under that certain Security Interest in Trademark Rights, dated as of January 7, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”), by and between Forma Beauty Brands, LLC, a Delaware limited liability company (the “Grantor”), and the Secured Party.

W I T N E S S E T H:

WHEREAS, reference is hereby made to that certain Note Purchase Agreement, dated as of January 7, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Note Purchase Agreement”), by and between Forma Brands, LLC, a Delaware limited liability company and the Secured Party;

WHEREAS, in connection with the Note Purchase Agreement, the Grantor and certain affiliates of the Grantor have executed and delivered a Note Security Agreement, dated as of January 7, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Secured Party;

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Secured Party a security interest in all its right, title and interest in certain intellectual property, including the Trademark Collateral (as defined in the Trademark Security Agreement);

WHEREAS, the Trademark Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on January 10, 2022 at Reel 007554, Frame 0050; and

WHEREAS, the Secured Party has agreed to terminate and release its security interest in all of the Trademark Collateral;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Release, including its preamble and recitals, have the meanings provided or provided by reference in the Note Purchase Agreement or the Security Agreement, as applicable.

SECTION 2. Release and Termination of Security Interest. The Secured Party hereby terminates, cancels, extinguishes, discharges and releases in its entirety, for the benefit of the Grantor all liens and security interests created under the Security Agreement and the Trademark Security Agreement in the Trademark Collateral (including, without limitation, those items listed on Schedule A hereto), whether now owned by, or hereafter acquired by the Grantor (including under any trade name or derivations thereof).

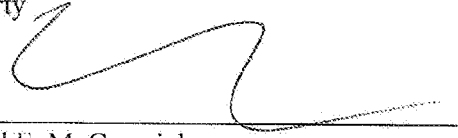
SECTION 3. Purpose. This Release has been executed and delivered by the Secured Party for the purpose of authorizing and requesting that the Register of Trademarks and Patents of the United States of America or its delegate record this Release against the Trademark Collateral. The security interest

granted under the Trademark Security Agreement and hereby released and terminated was granted to the Secured Party in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Miscellaneous. This Release shall be construed in accordance with and governed by the law of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction. This Release may be executed in any number of counterparts, each of which shall be an original, and all of which, when taken together, shall constitute one agreement. Delivery of an executed signature page of this Release by facsimile or other electronic transmission (e.g., "pdf" or "tif") shall be effective as delivery of a manually executed counterpart hereof, to the extent and as provided for in any applicable law, including any state laws based on the Uniform Electronic Transactions Act.

*[Remainder of Page Intentionally Left Blank; Signature Page Follows]*

**FB INTERMEDIATE HOLDINGS, LLC,**  
as Secured Party



By: \_\_\_\_\_  
Name: Richard F. McCormick  
Title: CEO & President

[Signature Page to Trademark Release]

**TRADEMARK**  
**REEL: 008038 FRAME: 0142**

**Schedule A**

**UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>Mark</b>	<b>Application Number</b>	<b>Application Date</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Status</b>
CUPID'S BOW	86607815	4/23/2015	4921962	3/22/2016	Registered
FAMOUS LAST WORDS	86967838	4/7/2016	5326644	11/7/2017	Registered
LIBERATE YOUR LIPS	88083018	8/17/2018	5888365	10/22/2019	Registered
LIPSTICK QUEEN	77008705	9/27/2006	3485497	8/12/2008	Registered
LIPSTICK QUEEN	77975260	9/27/2006	3412555	4/15/2008	Registered
MEGA STAR SAINT	86900694	2/8/2016	5018047	8/9/2016	Registered
MEGA STAR SINNER	86900759	2/8/2016	5018048	8/9/2016	Registered
PARALLEL UNIVERSE LIP FLASH	87852017	3/27/2018	5725069	4/16/2019	Registered
REAR VIEW MIRROR	88026330	7/5/2018	5738196	4/30/2019	Registered
SMOKEY LIP	87026499	5/5/2016	5293058	9/19/2017	Registered
STARK RAVING MATTE	87778076	1/31/2018	5569173	9/25/2018	Registered