

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM801809

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FB Intermediate Holdings, LLC		04/07/2023	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Morphe, LLC
Street Address:	10303 Norris Avenue
City:	Pacoima
State/Country:	CALIFORNIA
Postal Code:	91331
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	5575291	BAD HABIT
Registration Number:	6429761	BAD HABIT
Registration Number:	5704173	BLEND THE RULES
Registration Number:	5710766	FLUIDITY
Registration Number:	6316596	MAKE IT BIG
Registration Number:	4424302	MORPHE
Registration Number:	4967948	MORPHE
Registration Number:	5756672	MORPHE
Registration Number:	6667479	SUCH GOOD

CORRESPONDENCE DATA

Fax Number: 2147467777

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: 2147467700

Email: juan.arias@weil.com

Correspondent Name: William Keller

Address Line 1: Weil, Gotshal & Manges LLP

Address Line 2: 200 Crescent Court, Suite 300

Address Line 4: Dallas, TEXAS 75201-6950

TRADEMARK

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 Morphe, 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 0062; 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.

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FB INTERMEDIATE HOLDINGS, LLC,
as Secured Party



By: _____

Name: Richard F. McCormick

Title: CEO & President

[Signature Page to Trademark Release]

TRADEMARK
REEL: 008038 FRAME: 0177

Schedule A

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Application Number	Application Date	Registration Number	Registration Date	Status
BAD HABIT	87809623	2/23/2018	5575291	10/2/2018	Registered
BAD HABIT	88982064	3/5/2020	6429761	7/20/2021	Registered
BLEND THE RULES	87559225	8/7/2017	5704173	3/19/2019	Registered
FLUIDITY	87635717	10/5/2017	5710766	3/26/2019	Registered
MAKE IT BIG	88658760	10/17/2019	6316596	4/6/2021	Registered
MORPHE	85764648	10/26/2012	4424302	10/29/2013	Registered
MORPHE	86744010	9/1/2015	4967948	5/31/2016	Registered
MORPHE	88140956	10/3/2018	5756672	5/21/2019	Registered
SUCH GOOD	88874466	4/16/2020	6667479	3/8/2022	Registered