

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM802395

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JEFFERIES FINANCE LLC, AS COLLATERAL AGENT		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		
Name:	FORMA BEAUTY BRANDS, LLC		
Street Address:	10303 NORRIS AVENUE		
City:	PACOIMA		
State/Country:	CALIFORNIA		
Postal Code:	91331		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	5575291	BAD HABIT	
Registration Number:	6429761	BAD HABIT	
Registration Number:	6316596	MAKE IT BIG	
Registration Number:	6667479	SUCH GOOD	
Registration Number:	4921962	CUPID'S BOW	
Registration Number:	5326644	FAMOUS LAST WORDS	
Registration Number:	5888365	LIBERATE YOUR LIPS	
Registration Number:	3485497	LIPSTICK QUEEN	
Registration Number:	3412555	LIPSTICK QUEEN	
Registration Number:	5018047	MEGA STAR SAINT	
Registration Number:	5018048	MEGA STAR SINNER	
Registration Number:	5725069	PARALLEL UNIVERSE LIP FLASH	
Registration Number:	5738196	REAR VIEW MIRROR	
		TRADEMARK	

Property Type	Number	Word Mark
Registration Number:	5293058	SMOKEY LIP
Registration Number:	5569173	STARK RAVING MATTE

CORRESPONDENCE DATA

Fax Number: 2165790212
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: 216-586-3939
Email: tsinger@jonesday.com, pcyngier@jonesday.com
Correspondent Name: TYLER D. SINGER/JONES DAY
Address Line 1: 901 Lakeside Avenue
Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER:	175274-635130
NAME OF SUBMITTER:	TYLER D. SINGER
SIGNATURE:	/TYLER D. SINGER/
DATE SIGNED:	04/12/2023

Total Attachments: 4

- source=EXECUTED - Morphe - Termination of Trademark Security Agreement (Prepetition - Supplemental)#page1.tif
- source=EXECUTED - Morphe - Termination of Trademark Security Agreement (Prepetition - Supplemental)#page2.tif
- source=EXECUTED - Morphe - Termination of Trademark Security Agreement (Prepetition - Supplemental)#page3.tif
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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 Jefferies Finance LLC, as Collateral Agent for the Lenders under the Credit Agreement referred to below (together with its successors and assigns in such capacity, the “Agent”), under that certain Security Interest in Trademark Rights, dated as of January 18, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”), by and among Morphe, LLC, a Delaware limited liability company (“Morphe”), Forma Beauty Brands, LLC, a Delaware limited liability company (“Forma” and together with Morphe, each individually, a “Grantor” and collectively, the “Grantors”), and the Agent.

W I T N E S S E T H:

WHEREAS, reference is hereby made to that certain First Lien Credit Agreement, dated as of August 16, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among FB Debt Financing Guarantor, LLC, a Delaware limited liability company, Forma Brands, LLC, a Delaware limited liability company, Morphe, the Lenders from time to time party thereto and the Agent;

WHEREAS, in connection with the Credit Agreement, each Grantor and certain affiliates of each Grantor have executed and delivered a Security Agreement, dated as of August 16, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Agent;

WHEREAS, pursuant to the Security Agreement, each Grantor pledged and granted to the Agent 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 20, 2022 at Reel 007563, Frame 0272; and

WHEREAS, the Agent 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 Credit Agreement or the Security Agreement, as applicable.

SECTION 2. Release and Termination of Security Interest. The Agent hereby terminates, cancels, extinguishes, discharges and releases in its entirety, for the benefit of each 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 such Grantor (including under any trade name or derivations thereof).

SECTION 3. Purpose. This Release has been executed and delivered by the Agent 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 Agent 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 Agent 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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JEFFERIES FINANCE LLC,
as Agent

By: *J.R. Young*
Name: J.R. Young
Title: Managing Director

[Signature Page to Trademark Release (Prepetition -- Supplemental)]

NAI-1535477460

TRADEMARK
REEL: 008039 FRAME: 0558

Schedule A

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Serial No.	Filing Date	Registration No.	Registration Date
BAD HABIT	87809623	February 23, 2018	5575291	October 2, 2018
BAD HABIT	88982064	March 5, 2020	6429761	July 20, 2021
MAKE IT BIG	88658760	October 17, 2019	6316596	April 6, 2021
SUCH GOOD	88874466	April 16, 2020	6667479	March 8, 2022
CUPID'S BOW	86607815	April 23, 2015	4921962	March 22, 2016
FAMOUS LAST WORDS	86967838	April 7, 2016	5326644	November 7, 2017
LIBERATE YOUR LIPS	88083018	August 17, 2018	5888365	October 22, 2019
LIPSTICK QUEEN	77008705	September 27, 2006	3485497	August 12, 2008
LIPSTICK QUEEN	77975260	September 27, 2006	3412555	April 15, 2008
MEGA STAR SAINT	86900694	February 8, 2016	5018047	August 9, 2016
MEGA STAR SINNER	86900759	February 8, 2016	5018048	August 9, 2016
PARALLEL UNIVERSE LIP FLASH	87852017	March 27, 2018	5725069	April 16, 2019
REAR VIEW MIRROR	88026330	July 5, 2018	5738196	April 30, 2019
SMOKEY LIP	87026499	May 5, 2016	5293058	September 19, 2017
STARK RAVING MATTE	87778076	January 31, 2018	5569173	September 25, 2018