

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM802399

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		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5704173	BLEND THE RULES	
Registration Number:	5710766	FLUIDITY	
Registration Number:	5756672	MORPHE	
Registration Number:	4967948	MORPHE	
Registration Number:	4424302	MORPHE	
CORRESPONDENCE DATA			
Fax Number:	2165790212		
<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:	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		

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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 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 August 16, 2019 (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 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, the Grantor, the Lenders from time to time party thereto and the Agent;

WHEREAS, in connection with the Credit Agreement, the Grantor and certain affiliates of the 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, the 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 August 16, 2019 at Reel 006722, Frame 0058; 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 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 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

Schedule A

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Serial No.	Filing Date	Registration No.	Registration Date
BLEND THE RULES	87559225	August 7, 2017	5704173	March 19, 2019
FLUIDITY	87635717	October 5, 2017	5710766	March 26, 2019
MORPHE	88140956	October 3, 2018	5756672	May 21, 2019
MORPHE	86744010	September 1, 2015	4967948	May 31, 2016
MORPHE	85764648	October 26, 2012	4424302	October 29, 2013