

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM802398

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:	PLAYA PRODUCTS, INC.		
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: 26			
Property Type	Number	Word Mark	
Registration Number:	6687958	YOU DON'T HAVE TO BE GOOD ALL THE TIME T	
Registration Number:	6429761	BAD HABIT	
Registration Number:	6667479	SUCH GOOD	
Registration Number:	6316596	MAKE IT BIG	
Registration Number:	5756672	MORPHE	
Registration Number:	5575291	BAD HABIT	
Registration Number:	5710766	FLUIDITY	

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Property Type	Number	Word Mark
Registration Number:	5704173	BLEND THE RULES
Registration Number:	4967948	MORPHE
Registration Number:	4424302	MORPHE
Registration Number:	6747702	F
Registration Number:	6747689	FORMA BRANDS
Registration Number:	5888365	LIBERATE YOUR LIPS
Registration Number:	5738196	REAR VIEW MIRROR
Registration Number:	5725069	PARALLEL UNIVERSE LIP FLASH
Registration Number:	5569173	STARK RAVING MATTE
Registration Number:	5293058	SMOKEY LIP
Registration Number:	5326644	FAMOUS LAST WORDS
Registration Number:	5018048	MEGA STAR SINNER
Registration Number:	5018047	MEGA STAR SAINT
Registration Number:	3412555	LIPSTICK QUEEN
Registration Number:	3485497	LIPSTICK QUEEN
Registration Number:	6224915	PLAYA
Registration Number:	6208220	PLAYA
Serial Number:	90887237	BAD HABIT
Serial Number:	90588248	PLAYA

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: 5

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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”), Playa Products, Inc., a Delaware corporation (“Playa”), Forma Beauty Brands, LLC, a Delaware limited liability company (“Forma” and together with Morphe and Playa, 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 Superpriority Secured Debtor-In-Possession Credit Agreement, dated as of January 13, 2023 (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 (“Intermediate Holdings”), Morphe, the other Subsidiaries of Intermediate Holdings from time to time party thereto, 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 January 13, 2023 (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 18, 2023 at Reel 007948, Frame 0005; 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

Schedule A

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Application Number	Application Date	Registration Number	Registration Date	Status
BAD HABIT	90887237	8/17/2021			Pending
YOU DON'T HAVE TO BE GOOD ALL THE TIME TO HAVE GOOD SKIN ALL THE TIME	90341936	11/25/2020	6687958	3/29/2022	Registered
BAD HABIT	88982064	3/5/2020	6429761	7/20/2021	Registered
SUCH GOOD	88874466	4/16/2020	6667479	3/8/2022	Registered
MAKE IT BIG	88658760	10/17/2019	6316596	4/6/2021	Registered
MORPHE MORPHE	88140956	10/3/2018	5756672	5/21/2019	Registered
Bad Habit	87809623	2/23/2018	5575291	10/2/2018	Registered
FLUIDITY	87635717	10/5/2017	5710766	3/26/2019	Registered
BLEND THE RULES	87559225	8/7/2017	5704173	3/19/2019	Registered
MORPHE	86744010	9/1/2015	4967948	5/31/2016	Registered
MORPHE	85764648	10/26/2012	4424302	10/29/2013	Registered
F 	90136514	8/25/2020	6747702	5/31/2022	Registered
FORMA BRANDS	90124784	8/19/2020	6747689	5/31/2022	Registered
LIBERATE YOUR LIPS	88083018	8/17/2018	5888365	10/22/2019	Registered
REAR VIEW MIRROR	88026330	7/5/2018	5738196	4/30/2019	Registered
PARALLEL UNIVERSE LIP FLASH	87852017	3/27/2018	5725069	4/6/2019	Registered
STARK RAVING MATTE	87778076	1/31/2018	5569173	9/25/2018	Registered
SMOKEY LIP	87026499	5/5/2016	5293058	9/19/2017	Registered
FAMOUS LAST WORDS	86967838	4/7/2016	5326644	11/7/2017	Registered
MEGA STAR SINNER	86900759	2/8/2016	5018048	8/9/2016	Registered
MEGA STAR SAINT	86900694	2/8/2016	5018047	8/9/2016	Registered
ICE QUEEN (Int'l Regn 1210922)	79149926	4/9/2014	4741358	5/26/2015	Registered
REIGN AND SHINE (Int'l Regn 1399801)	79231208	9/5/2017	5552803	9/4/2018	Registered
GIRLS WILL BE BOYS (Int'l Regn 1376095)	79221326	1/18/2017	5478059	5/29/2018	Registered
BLUE BY YOU (Int'l Regn 1372060)	79219483	8/31/2017	5582773	10/16/2018	Registered
METHOD IN THE MADNESS (Int'l Regn 1365635)	79216723	5/17/2017	5494640	6/19/2018	Registered
DATING GAME (Int'l Regn 1342015)	79206305	12/13/2016	5268623	8/22/2017	Registered
ALTERED UNIVERSE	79206079	3/9/2017	5420478	3/13/2018	Registered

Mark	Application Number	Application Date	Registration Number	Registration Date	Status
(Int'l Regn 1341512)					
FEMME TOTALE (Int'l Regn 1318875)	79196148	7/19/2016	5319335	10/31/2017	Registered
NOTHING BUT THE NUDES (Int'l Regn 1308923)	79191683	5/18/2016	5253173	8/1/2017	Registered
LIPSTICK CHESS (Int'l Regn 1305643)	79190284	5/18/2016	5126554	1/24/2017	Registered
MORNIN' SUNSHINE (Int'l Regn 1303297)	79189290	4/19/2016	5089002	11/29/2016	Registered
LQ  (Int'l Regn 1291795)	79184366	9/18/2015	5126388	1/24/2017	Registered
JUNGLE QUEEN (Int'l Regn 1173399)	79135297	7/22/2013	4464544	1/14/2014	Registered
HELLO SAILOR (Int'l Regn 1173327)	79135267	4/24/2013	4464543	1/14/2014	Registered
LIPSTICK QUEEN	77975260	9/27/2006	3412555	4/15/2008	Registered
LIPSTICK QUEEN	77008705	9/27/2006	3485497	8/12/2008	Registered
PLAYA	90588248	03/18/2021			Pending
PLAYA	88436635	05/18/2019	6224915	12/22/2020	Registered
PLAYA	87176835	09/20/2016	6208220	12/01/2020	Registered