

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM806480

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	INTELLECTUAL PROPERTY AGREEMENT SUPPLEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Counter Brands, LLC		04/19/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BANK OF AMERICA, N.A., as Collateral Agent		
<b>Street Address:</b>	2380 Performance Dr., Bldg. C		
<b>Internal Address:</b>	Mail Code: TX2-984-03-26		
<b>City:</b>	Richardson		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75082		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 20</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	7020773	REFLECT EFFECT	
<b>Registration Number:</b>	7020772	ALL BRIGHT	
<b>Registration Number:</b>	6798151	RETINATURAL	
<b>Registration Number:</b>	6937739	COUNTER+	
<b>Registration Number:</b>	6608646	COUNTERMAN	
<b>Registration Number:</b>	6531148	BEAUTY SHOULD BE GOOD FOR YOU	
<b>Registration Number:</b>	6403882	COUNTER MAN	
<b>Serial Number:</b>	97741153	RAISE YOUR GLOW	
<b>Serial Number:</b>	97741150	RAISE YOUR GLOW	
<b>Serial Number:</b>	97741146	RAISE YOUR GLOW	
<b>Serial Number:</b>	97741140	RAISE YOUR GLOW	
<b>Serial Number:</b>	97027488	ALL BRIGHT	
<b>Serial Number:</b>	97027485	REFLECT EFFECT	
<b>Serial Number:</b>	90573718	CHANGE BEAUTY FOREVER	
<b>Serial Number:</b>	90573713	CHANGE BEAUTY FOREVER	
<b>Serial Number:</b>	90471000	COUNTER+	
<b>Serial Number:</b>	88840635	BLUEPRINT FOR CLEAN	
<b>Serial Number:</b>	88840629	BLUEPRINT FOR CLEAN	

OP \$515.00 7020773

Property Type	Number	Word Mark
Serial Number:	88834122	BEAUTYCOUNTER
Serial Number:	87980895	COUNTER MAN

**CORRESPONDENCE DATA**

**Fax Number:** 7043311159

*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:** 7043311000

**Email:** PTO\_TMconfirmation@mvalaw.com,  
maryelizabethzaldivar@mvalaw.com

**Correspondent Name:** Moore & Van Allen PLLC

**Address Line 1:** 100 North Tryon Street

**Address Line 2:** Suite 4700, ATTN: IP DEPARTMENT

**Address Line 4:** Charlotte, NORTH CAROLINA 28202

**ATTORNEY DOCKET NUMBER:** 031752.000387

**NAME OF SUBMITTER:** John Slaughter

**SIGNATURE:** /john slaughter/

**DATE SIGNED:** 04/27/2023

**Total Attachments: 7**

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## INTELLECTUAL PROPERTY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT, dated as of April 19, 2023 (this "IP Security Agreement Supplement"), is made by the Person listed on the signature page hereof (the "Grantor") in favor of Bank of America, N.A., as collateral agent (the "Collateral Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, BLUEBIRD MERGER SUB LLC, a Delaware limited liability company and wholly-owned subsidiary of Holdings (as defined below), which entity was merged with and into COUNTER BRANDS, LLC, a Delaware limited liability company (the "Company", with the Company being the surviving entity and upon and at any time after the consummation of the Merger (as defined in the Credit Agreement), the "Borrower"), and CB INTERMEDIATE HOLDINGS II LLC, a Delaware limited liability company ("Holdings"), entered into that certain Credit Agreement, dated as of May 20, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with the Lenders from time to time party thereto and BANK OF AMERICA, N.A., as Administrative Agent, Collateral Agent (the "Collateral Agent") and L/C Issuer. Capitalized terms defined in the Credit Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as the case may be (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, pursuant to the Credit Agreement, the Grantors executed and delivered or otherwise become bound by that certain Security Agreement, dated as of May 20, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") and certain Intellectual Property Security Agreements, dated as of May 20, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, collectively, the "IP Security Agreements").

WHEREAS, under the terms of the Security Agreement, the Grantor agreed to grant to the Collateral Agent, for the benefit of the Secured Parties, a security interest in any after-acquired intellectual property collateral of such Grantor and has agreed in connection therewith to execute this IP Security Agreement Supplement for recording with the USPTO and/or the USCO, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

Section 1. Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations, Grantor hereby grants to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in and to the following in each case, as to each type of property described below, whether now owned or hereafter acquired by such Grantor (the "Additional Collateral"):

(i) all United States Patents, including the patents and patent applications set forth in Schedule A hereto (the “Patent Collateral”);

(ii) all United States Trademarks, including the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent that, and solely during the period, if any, in which, the grant of a security interest therein or the assignment thereof would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law), together with the goodwill symbolized thereby (the “Trademark Collateral”);

(iii) all United States Copyrights, whether registered or unregistered, including the copyright registrations and applications set forth in Schedule C hereto (the “Copyright Collateral”);

(iv) all reissues, divisionals, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, as applicable, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the foregoing or arising from any of the foregoing;

provided that, notwithstanding anything to the contrary contained in the foregoing clauses (i) through (vi) or elsewhere in the Loan Documents, the security interest created hereby shall not extend to, and the term “Additional Collateral,” shall not include any Excluded Property.

Section 2. Supplement to Security Agreement. Schedule III to the Security Agreement is, effective as of the date hereof, hereby supplemented to add to such Schedule the Additional Collateral.

Section 3. Security for Obligations. Without limiting the specific limitations contained herein, in the Security Agreement and in the Credit Agreement with respect to the application of proceeds of the Collateral to the Obligations, this IP Security Agreement Supplement secures, in the case of the undersigned, the payment of all Secured Obligations now or hereafter existing in accordance with Section 2 of the Security Agreement.

Section 4. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any applicable government officer record this IP Security Agreement Supplement.

Section 5. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Additional Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement Supplement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

Section 6. Governing Law; Jurisdiction; Etc.

(a) THIS IP SECURITY AGREEMENT SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

(b) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY IN THE BOROUGH OF MANHATTAN AND OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK SITTING IN THE BOROUGH OF MANHATTAN, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT SUPPLEMENT OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT IN ANY OTHER JURISDICTION, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS IP SECURITY AGREEMENT SUPPLEMENT SHALL AFFECT ANY RIGHT THAT THE COLLATERAL AGENT, ANY LENDER OR ANY L/C ISSUER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THE RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT AGAINST ANY LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY

OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT SUPPLEMENT IN ANY COURT REFERRED TO IN CLAUSE (b) OF THIS SECTION 6. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.02 OF THE CREDIT AGREEMENT. NOTHING IN THIS IP SECURITY AGREEMENT SUPPLEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

(e) EACH PARTY TO THIS IP SECURITY AGREEMENT SUPPLEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS IP SECURITY AGREEMENT SUPPLEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS IP SECURITY AGREEMENT SUPPLEMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS IP SECURITY AGREEMENT SUPPLEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF SECTION 10.17 OF THE CREDIT AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

Section 7. Execution in Counterparts. This IP Security Agreement Supplement may be executed in one or more counterparts (and by different parties hereto in different counterparts), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by telecopier or other electronic transmission of an executed counterpart of a signature page to this Agreement shall be effective as delivery of an original executed counterpart of this IP Security Agreement Supplement.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

**Counter Brands, LLC,  
a Delaware limited liability company**

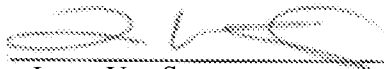
By: Jennifer C. Doyle  
Name: Jennifer Doyle  
Title: Secretary

Address for notices:

1733 Ocean Avenue,  
Santa Monica, CA 90401  
Attention: Jennifer Doyle  
Email: Jennifer.Doyle@beautycounter.com

**BANK OF AMERICA, N.A.,**  
as Collateral Agent

BANK OF AMERICA, N.A.

By:   
Name: Larry Van Sant  
Title: Senior Vice President

*[Intellectual Property Security Agreement Supplement]*

**TRADEMARK**  
**REEL: 008053 FRAME: 0648**



**Schedule A to  
Intellectual Property Security Agreement Supplement**

**U.S. Patents and Patent Applications** – None.

**Schedule B to  
Intellectual Property Security Agreement Supplement**

**U.S. Trademark Registrations**

<b>Mark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
REFLECT EFFECT	7020773	04/04/2023
ALL BRIGHT	7020772	04/04/2023
RETINATURAL	6798151	07/19/2022
COUNTER+	6937739	12/27/2022
COUNTERMAN	6608646	01/04/2022
BEAUTY SHOULD BE GOOD FOR YOU	6531148	10/19/2021
COUNTER MAN	6403882	06/29/2021

**U.S. Trademark Applications**

<b>Mark</b>	<b>Appl. No.</b>	<b>Filing Date</b>
RAISE YOUR GLOW	97741153	01/04/2023
RAISE YOUR GLOW	97741150	01/04/2023
RAISE YOUR GLOW	97741146	01/04/2023
RAISE YOUR GLOW	97741140	01/04/2023
ALL BRIGHT	97027488	09/14/2021
REFLECT EFFECT	97027485	09/14/2021
CHANGE BEAUTY FOREVER	90573718	03/11/2021
CHANGE BEAUTY FOREVER	90573713	03/11/2021
COUNTER+	90471000	01/17/2021
BLUEPRINT FOR CLEAN	88840635	03/19/2020
BLUEPRINT FOR CLEAN	88840629	03/19/2020
BEAUTYCOUNTER	88834122	03/13/2020
COUNTER MAN	87980895	02/01/2018

**Schedule C to  
Intellectual Property Security Agreement Supplement**

**U.S. Copyright Registrations and Copyright Applications** – None.