

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM807339

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RODAN & FIELDS, LLC		04/27/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CITIBANK, N.A.		
Street Address:	1 Penns Way		
Internal Address:	Attn: Loan Admin		
City:	New Castle		
State/Country:	DELAWARE		
Postal Code:	19720		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 48			
Property Type	Number	Word Mark	
Registration Number:	6086384	3D3P	
Registration Number:	5633989	ACTIVE HYDRATION	
Registration Number:	5209338	AMP MD	
Registration Number:	5914936	BPO2	
Registration Number:	3100739	BROW BOOST	
Registration Number:	5028049	DECIDE TODAY HOW TOMORROW LOOKS	
Registration Number:	6296413	ELECTRI5	
Registration Number:	5602912	ENHANCEMENTS	
Registration Number:	5219449	ENHANCEMENTS LASH BOOST	
Registration Number:	5952984	LASH BOOST	
Registration Number:	5763849	LIFE-CHANGING SKINCARE	
Registration Number:	5172993	LIFE-CHANGING SKINCARE	
Registration Number:	3214045	MULTI-MED	
Registration Number:	4748085	PRESCRIPTION FOR CHANGE	
Registration Number:	5254690	PULSE	
Registration Number:	6937027	R+F	
Registration Number:	5717933	R+F	
Registration Number:	5776147	R+F	
		TRADEMARK	

CH \$1215.00 6086384

Property Type	Number	Word Mark
Registration Number:	6153561	R+F
Registration Number:	5233111	R+F
Registration Number:	5233945	R+F ACTIVE HYDRATION SERUM
Registration Number:	5215386	R+F LASH BOOST
Registration Number:	5691858	RADIANT DEFENSE
Registration Number:	6086383	RD3
Registration Number:	5288961	REDEFINE
Registration Number:	6192303	REVERSE
Registration Number:	2762612	RF
Registration Number:	2372867	RODAN & FIELDS
Registration Number:	2371069	RODAN & FIELDS
Registration Number:	6057561	RODAN + FIELDS
Registration Number:	3165883	RODAN + FIELDS
Registration Number:	5638873	RODAN + FIELDS ACTIVE HYDRATION
Registration Number:	5272675	RODAN + FIELDS ACTIVE HYDRATION SERUM
Registration Number:	5994428	RODAN + FIELDS CONCEPT TO COMMERCE
Registration Number:	3841995	RODAN + FIELDS ENHANCEMENTS
Registration Number:	3234397	RODAN + FIELDS ESSENTIALS
Registration Number:	6196621	RODAN + FIELDS RECHARGE
Registration Number:	5156127	RODAN + FIELDS REDEFINE
Registration Number:	5110637	RODAN + FIELDS REDEFINE ACUTE CARE
Registration Number:	5155503	RODAN + FIELDS REVERSE
Registration Number:	5156129	RODAN + FIELDS SOOTHE
Registration Number:	6185358	RODAN + FIELDS SPOTLESS
Registration Number:	5156126	RODAN + FIELDS UNBLEMISH
Registration Number:	5289155	SOLUTION TOOL
Registration Number:	6458526	SOOTHE
Registration Number:	6925650	TOTAL RF SERUM
Registration Number:	6762547	TOTAL RF SERUM
Registration Number:	5156125	UNBLEMISH

CORRESPONDENCE DATA

Fax Number: 2124920071

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: (212) 373-3071

Email: jflorio@paulweiss.com, mangelopoulos@paulweiss.com,
mmcguire@paulweiss.com

Correspondent Name: Jenna N. Florio

Address Line 1: 1285 Avenue of the Americas

Address Line 2: Paul Weiss Rifkind Wharton & Garrison LLP
Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER: 013004 - 01315

NAME OF SUBMITTER: Jenna N. Florio

SIGNATURE: /Jenna N. Florio/

DATE SIGNED: 05/02/2023

Total Attachments: 11

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is entered into as of April 27, 2023, by and among RODAN & FIELDS, LLC, a Delaware limited liability company (“Grantor”) and CITIBANK, N.A., in its capacity as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”).

PRELIMINARY STATEMENTS

WHEREAS, Grantor is party to that certain Super-Priority Revolving Pledge and Security Agreement, dated as of April 27, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Collateral Agent pursuant to which Grantor granted to the Secured Parties a security interest in and continuing lien on, certain intellectual property rights owned by the Grantor and pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them, in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Grantor hereby pledges and grants to the Collateral Agent for itself and the ratable benefit of the Secured Parties a security interest in and to all of its right, title and interest in, to and under (a) the Trademarks of Grantor listed on Schedule I attached hereto (excluding any “intent-to-use” trademark application filed with the USPTO prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law); (b) all extensions or renewals of any of the foregoing; (c) all of the goodwill of the business connected with the use of and symbolized by the foregoing; (d) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill; and (e) all Proceeds of the foregoing, including without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit (collectively, the “Trademark Collateral”).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and should not be deemed to grant a broader security interest in the Trademark Collateral than what is granted by the Grantor to the Collateral Agent in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement (and are expressly subject to the terms and conditions thereof), the terms and provisions of which are incorporated by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge, and deliver to Grantor an

instrument in writing in recordable form releasing the collateral pledge, grant and security interest in the Trademark Collateral under this Trademark Security Agreement.

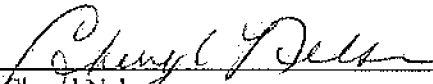
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. GOVERNING LAW, JURISDICTION, ETC. THE PROVISIONS OF SECTIONS 7.14, 7.15 AND 7.16 OF THE SECURITY AGREEMENT ARE HEREBY INCORPORATED INTO THIS TRADEMARK SECURITY AGREEMENT, *MUTATIS MUTANDIS*, AND EACH PARTY HERETO AGREES TO BE BOUND THEREBY, AS IF FULLY SET FORTH HEREIN.

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IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

RODAN & FIELDS, LLC


By: 
Name: Cheryl Nelson
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement (SPRCA)]

TRADEMARK
REEL: 008056 FRAME: 0609

Accepted and Agreed:

CITIBANK, N.A.,
as Collateral Agent


By: 
Name: **DAVE R. GONCHER**
Title: **VICE PRESIDENT**

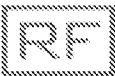
SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS:

Grantor	Trademark	Appl. No.	Appl. Date	Reg. No.	Reg. Date
Rodan & Fields, LLC	3D3P 3D3P	88134925	27-SEP-2018	6086384	23-JUN-2020
Rodan & Fields, LLC	ACTIVE HYDRATION ACTIVE HYDRATION	87599664	07-SEP-2017	5633989	18-DEC-2018
Rodan & Fields, LLC	AMP MD AMP MD	87210078	20-OCT-2016	5209338	23-MAY-2017
Rodan & Fields, LLC	BPO2 BPO₂	88453285	30-MAY-2019	5914936	19-NOV-2019
Rodan & Fields, LLC	BROW BOOST BROW BOOST	78658779	27-JUN-2005	3100739	06-JUN-2006
Rodan & Fields, LLC	DECIDE TODAY HOW TOMORROW LOOKS DECIDE TODAY HOW TOMORROW LOOKS	86611373	27-APR-2015	5028049	23-AUG-2016
Rodan & Fields, LLC	ELECTRIS ELECTRIS	88721972	10-DEC-2019	6296413	16-MAR-2021

Grantor	Trademark	Appl. No.	Appl. Date	Reg. No.	Reg. Date
Rodan & Fields, LLC	ENHANCEMENTS ENHANCEMENTS	87647287	16-OCT-2017	5602912	06-NOV-2018
Rodan & Fields, LLC	ENHANCEMENTS LASH BOOST ENHANCEMENTS	86923804	29-FEB-2016	5219449	06-JUN-2017
Rodan & Fields, LLC	LASH BOOST LASH BOOST	88192671	13-NOV-2018	5952984	07-JAN-2020
Rodan & Fields, LLC	LIFE-CHANGING SKINCARE LIFE-CHANGING SKINCARE	86967083	07-APR-2016	5763849	28-MAY-2019
Rodan & Fields, LLC	LIFE-CHANGING SKINCARE LIFE-CHANGING SKINCARE	86981532	07-APR-2016	5172993	28-MAR-2017
Rodan & Fields, LLC	MULTI-MED MULTI-MED	78622343	04-MAY-2005	3214045	27-FEB-2007
Rodan & Fields, LLC	PRESCRIPTION FOR CHANGE PRESCRIPTION FOR CHANGE	86444524	04-NOV-2014	4748085	02-JUN-2015
Rodan & Fields, LLC	PULSE PULSE	87205930	17-OCT-2016	5254690	01-AUG-2017

Grantor	Trademark	Appl. No.	Appl. Date	Reg. No.	Reg. Date
Rodan & Fields, LLC	R+F R+F	88610184	09-SEP-2019	6937027	27-DEC-2022
Rodan & Fields, LLC	R+F R+F	87979746	12-MAY-2017	5717933	02-APR-2019
Rodan & Fields, LLC	R+F R+F	87448118	12-MAY-2017	5776147	11-JUN-2019
Rodan & Fields, LLC	R+F R+F	87448372	12-MAY-2017	6153561	15-SEP-2020
Rodan & Fields, LLC	 R+F	86611549	27-APR-2015	5233111	27-JUN-2017
Rodan & Fields, LLC	R+F ACTIVE HYDRATION SERUM <small>R+F ACTIVE HYDRATION SERUM</small>	87158869	01-SEP-2016	5233945	27-JUN-2017
Rodan & Fields, LLC	R+F LASH BOOST <small>R+F LASH BOOST</small>	87155261	30-AUG-2016	5215386	30-MAY-2017
Rodan & Fields, LLC	RADIANT DEFENSE <small>RADIANT DEFENSE</small>	88133352	26-SEP-2018	5691858	05-MAR-2019

Grantor	Trademark	Appl. No.	Appl. Date	Reg. No.	Reg. Date
Rodan & Fields, LLC	RD3 RD3	88134706	27-SEP-2018	6086383	23-JUN-2020
Rodan & Fields, LLC	REDEFINE REDEFINE	87132629	09-AUG-2016	5288961	19-SEP-2017
Rodan & Fields, LLC	REVERSE REVERSE	87112198	21-JUL-2016	6192303	10-NOV-2020
Rodan & Fields, LLC	 RF	76368027	08-FEB-2002	2762612	09-SEP-2003
Rodan & Fields, LLC	RODAN & FIELDS	75796033	10-SEP-1999	2372867	01-AUG-2000
Rodan & Fields, LLC	RODAN & FIELDS <small>RODAN & FIELDS</small>	75787245	30-AUG-1999	2371069	25-JUL-2000
Rodan & Fields, LLC	RODAN + FIELDS <small>RODAN + FIELDS</small>	88610178	09-SEP-2019	6057561	19-MAY-2020
Rodan & Fields, LLC	RODAN + FIELDS <small>RODAN + FIELDS</small>	78238727 <small>RODAN + FIELDS</small>	17-APR-2003	3165883	31-OCT-2006

Grantor	Trademark	Appl. No.	Appl. Date	Reg. No.	Reg. Date
Rodan & Fields, LLC	RODAN + FIELDS ACTIVE HYDRATION <small>RODAN + FIELDS ACTIVE HYDRATION</small>	87501808	22-JUN-2017	5638873	25-DEC-2018
Rodan & Fields, LLC	RODAN + FIELDS ACTIVE HYDRATION SERUM <small>RODAN + FIELDS ACTIVE HYDRATION SERUM</small>	87158854	01-SEP-2016	5272675	22-AUG-2017
Rodan & Fields, LLC	RODAN + FIELDS CONCEPT TO COMMERCE <small>RODAN + FIELDS CONCEPT TO COMMERCE</small>	88423633	09-MAY-2019	5994428	25-FEB-2020
Rodan & Fields, LLC	RODAN + FIELDS ENHANCEMENTS <small>RODAN + FIELDS ENHANCEMENTS</small>	77398794	15-FEB-2008	3841995	31-AUG-2010
Rodan & Fields, LLC	RODAN + FIELDS ESSENTIALS <small>RODAN + FIELDS ESSENTIALS</small>	78477593	02-SEP-2004	3234397	24-APR-2007
Rodan & Fields, LLC	RODAN + FIELDS RECHARGE <small>RODAN + FIELDS RECHARGE</small>	88624402	20-SEP-2019	6196621	10-NOV-2020
Rodan & Fields, LLC	RODAN + FIELDS REDEFINE <small>RODAN + FIELDS REDEFINE</small>	87132680	09-AUG-2016	5156127	07-MAR-2017
Rodan & Fields, LLC	RODAN + FIELDS REDEFINE ACUTE CARE <small>RODAN + FIELDS REDEFINE ACUTE CARE</small>	86669624	22-JUN-2015	5110637	27-DEC-2016

Grantor	Trademark	Appl. No.	Appl. Date	Reg. No.	Reg. Date
Rodan & Fields, LLC	RODAN + FIELDS REVERSE RODAN + FIELDS REVERSE	87112220	21-JUL-2016	5155503	07-MAR-2017
Rodan & Fields, LLC	RODAN + FIELDS SOOTHE RODAN + FIELDS SOOTHE	87132836	09-AUG-2016	5156129	07-MAR-2017
Rodan & Fields, LLC	RODAN + FIELDS SPOTLESS RODAN + FIELDS SPOTLESS	88976294	20-FEB-2019	6185358	27-OCT-2020
Rodan & Fields, LLC	RODAN + FIELDS UNBLEMISH RODAN + FIELDS UNBLEMISH	87132541	09-AUG-2016	5156126	07-MAR-2017
Rodan & Fields, LLC	SOLUTION TOOL SOLUTION TOOL	87194339	05-OCT-2016	5289155	19-SEP-2017
Rodan & Fields, LLC	SOOTHE SOOTHE	88192113	13-NOV-2018	6458526	24-AUG-2021
Rodan & Fields, LLC	TOTAL RF SERUM TOTAL RF SERUM	90351301	01-DEC-2020	6925650	13-DEC-2022
Rodan & Fields, LLC	TOTAL RF SERUM	90977106	01-DEC-2020	6762547	14-JUN-2022

Grantor	Trademark	Appl. No.	Appl. Date	Reg. No.	Reg. Date
Rodan & Fields, LLC	UNBLEMISH UNBLEMISH	87132505	09-AUG-2016	5156125	07-MAR- 2017