

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM843337

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Markwins Beauty Brands, Inc.		09/26/2023	Corporation: CALIFORNIA
Markwins Beauty Products, Inc.		09/26/2023	Corporation: CALIFORNIA
Physicians Formula, Inc.		09/26/2023	Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CitiBank, N.A., as Administrative Agent		
<b>Street Address:</b>	6400 Las Colinas Boulevard		
<b>City:</b>	Irving		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75039		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 91</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3169240	BAKED BERRIES	
<b>Registration Number:</b>	2801528	BAKED BRONZER	
<b>Registration Number:</b>	3189776	BAKED BUTTER	
<b>Registration Number:</b>	2953835	BAKED COLLECTION	
<b>Registration Number:</b>	3189775	BAKED OATMEAL	
<b>Registration Number:</b>	3189777	BAKED SANDS	
<b>Registration Number:</b>	3169239	BAKED SMOKES	
<b>Registration Number:</b>	3189774	BAKED SPICES	
<b>Registration Number:</b>	3197148	BAKED SUGAR	
<b>Registration Number:</b>	4423001	BEST FLAVOR FOREVER	
<b>Registration Number:</b>	6708317	BIG POPPA	
<b>Registration Number:</b>	1749170	BLACK RADIANCE	
<b>Registration Number:</b>	3243098	BLEND 'N GLOW	
<b>Serial Number:</b>	98126362	BEYOND A POUT	
<b>Registration Number:</b>	3104435	BONNEBELL	
<b>Registration Number:</b>	2841745	BRIGHT COLLECTION	
<b>Registration Number:</b>	6708358	CLOUD POUT	

OP \$2290.00 3169240

Property Type	Number	Word Mark
Registration Number:	3325455	CONCEAL RX
Registration Number:	2852080	CONCEALER 101
Registration Number:	1544116	COVER ALL
Registration Number:	3277212	COVERTOXTEN50
Registration Number:	3423809	ECOBLEND
Registration Number:	3446345	ECO-OLIVE
Registration Number:	3939143	EYE BOOSTER
Registration Number:	2947252	EYE STYLE
Registration Number:	1403699	FANTASY MAKERS
Registration Number:	6708359	GLASS CORRECT
Registration Number:	5232211	GLASSY GLOSS
Registration Number:	2846711	GLIMMER BRONZE
Registration Number:	5232217	IDOL EYES
Serial Number:	98105492	BUTTER BELIEVE IT
Registration Number:	2709526	JUNGLE FEVER
Registration Number:	5650015	KISS THERAPY
Registration Number:	2732963	LIP D'VOTION
Registration Number:	2743652	LIP FASHION
Registration Number:	2819450	LIP FROSTING
Registration Number:	2735232	LIP RUSH
Registration Number:	5649968	LIP SMACKER KISS THERAPY
Registration Number:	2929652	LIP SMACKIN'
Registration Number:	2819457	LIP SPARKLER
Registration Number:	1087952	LIP-SMACKERS
Registration Number:	3052613	LORAC
Registration Number:	1852838	LORAC
Registration Number:	3098670	MAGIC MOSAIC
Registration Number:	2267289	MARKWINS
Registration Number:	5311434	MEGA CUSHION
Registration Number:	5389348	MEGA EYES
Registration Number:	5232659	MEGACLEAR
Registration Number:	5232658	MEGAGLO
Registration Number:	5232214	MEGALAST
Registration Number:	1632101	MEGALINER
Registration Number:	5245340	MEGASHIELD
Registration Number:	3104495	MINERAL WEAR
Registration Number:	3164117	MINERAL WEAR
Registration Number:	3373540	MINERAL WEAR

Property Type	Number	Word Mark
Registration Number:	5326083	NATURAL BLEND
Registration Number:	3454574	ORGANIC WEAR
Registration Number:	3423808	ORGANISOY
Registration Number:	2874954	P
Registration Number:	2973126	P
Registration Number:	5245336	PERFECT PAIR
Registration Number:	5232654	PHOTO FOCUS
Registration Number:	1187307	PHYSICIANS FORMULA
Registration Number:	4147843	PHYSICIANS FORMULA
Registration Number:	2003717	PLENTIFULL
Registration Number:	3341830	PLUMP POTION
Registration Number:	3455125	PLUMP POTION
Registration Number:	3000074	POWDER BRONZE
Registration Number:	6448431	PRIME FOCUS
Registration Number:	5177036	PROFIT BLEND
Registration Number:	5186853	SKIN-NOURISHING COCONUT COCKTAIL
Registration Number:	3735343	SMACKERS
Registration Number:	2919247	SMACKERS
Registration Number:	1852840	SMACKERS
Registration Number:	2721774	SUMMER ECLIPSE
Registration Number:	2961713	S'WHIRL GLOSS
Registration Number:	2811828	S'WHIRLY SHIMMER GLOSS
Registration Number:	3944317	TANTALIZER
Registration Number:	1899523	THE COLOR INSTITUTE
Registration Number:	2917166	THE WORLD OF SMACKERS
Registration Number:	2070859	TO ANY LENGTHS
Registration Number:	2719467	VITAL LASH
Registration Number:	1158712	WET 'N WILD
Registration Number:	6708318	WET N WILD BIG POPPA
Registration Number:	6708360	WET N WILD BIGGER IS BETTER
Registration Number:	5240341	WET N WILD LOS ANGELES
Registration Number:	4789659	WET N WILD MAX VOLUME PLUS MASCARA
Registration Number:	2337607	WET'N' WILD U.S.A.
Registration Number:	2809481	WHIRLIN' GLITZ 'N GLO
Registration Number:	2767873	WHIRLY GIRL
Registration Number:	5232218	WILD SHINE

**CORRESPONDENCE DATA**

**TRADEMARK  
REEL: 008215 FRAME: 0475**

**Fax Number:** 6175232700

**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:** 617-523-2700

**Email:** susan.dinicola@hklaw.com,lauren.neville@hklaw.com

**Correspondent Name:** Holland & Knight LLP

**Address Line 1:** 10 St. James Avenue

**Address Line 4:** Boston, MASSACHUSETTS 02116

<b>NAME OF SUBMITTER:</b>	Susan C. DiNicola
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<b>SIGNATURE:</b>	/Susan C. DiNicola/
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<b>DATE SIGNED:</b>	10/02/2023
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**Total Attachments: 14**

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**TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”) dated as of September 26, 2023 is among **Markwins Beauty Brands, Inc.**, a California corporation, **Markwins Beauty Products, Inc.**, a California corporation, **Physicians Formula Inc.**, a New York corporation (each a “Debtor” and collectively the “Debtors”), and **Citibank, N.A.**, as administrative agent (in such capacity, the “Administrative Agent”) for the Secured Parties (as defined in the Security Agreement, defined below).

**WITNESSETH**

WHEREAS, pursuant to a Credit Agreement, dated as of September 26, 2023 (as amended, restated, supplemented, amended and restated or otherwise modified from time to time, the “Credit Agreement”), among certain of the Debtors, the other Borrowers (as defined therein), the Lenders party thereto and the Administrative Agent, the Lenders have extended Commitments to make Revolving Loans to the Borrowers;

WHEREAS, the Debtors and certain of their affiliates have entered into a Pledge and Security Agreement dated as of September 26, 2023, with the Administrative Agent (as amended, restated, supplemented, amended and restated, replaced or otherwise modified from time to time, the “Security Agreement”); and

WHEREAS, as a condition precedent to the making of the Revolving Loans, the Debtors are required to execute and deliver this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Debtor agrees, for the benefit of the Administrative Agent and each other Secured Party, as follows:

**Section 1. Definitions.** Unless otherwise defined herein, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement or Credit Agreement, as applicable. The following terms shall have the following meanings:

“Intellectual Property” means all rights, title and interests in or relating to intellectual property and industrial property arising under any Requirement of Law and all IP Ancillary Rights relating thereto, including all Copyrights, Patents, Industrial Designs, Software, Trademarks, Internet Domain Names, Trade Secrets and IP Licenses.

“IP Ancillary Rights” means, with respect to any Intellectual Property, as applicable, all foreign counterparts to, and all divisionals, reversions, continuations, continuations-in-part, reissues, reexaminations, renewals and extensions of, such Intellectual Property and all income, royalties, proceeds and Liabilities at any time due or payable or asserted under or with respect to any of the foregoing or otherwise with respect to such Intellectual Property throughout the world, including all rights to sue or recover at law or in equity for any past, present or future infringement, misappropriation, dilution, violation or other impairment thereof.

**Section 2. Grant of Security Interest in the Collateral.** Each Debtor grants to the Administrative Agent for the benefit of the Secured Parties a continuing lien on and security interest in all of the following property of such Debtor (for each Debtor, the “Collateral”), whether now owned or hereafter acquired:

(a) **Trademarks.** Trademarks, whether now owned or hereafter acquired, or in which the Debtor now has or hereafter acquires any rights (the term “Trademarks” means all rights, title and interests (and all related IP Ancillary Rights) arising under any Requirement of Law in or relating to trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers and, in each case, all goodwill associated therewith, all registrations and recordations thereof and all applications in connection therewith, including, without limitation, each Trademark application and registration listed on Schedule A hereto);

(b) **Licenses.** IP Licenses, whether now owned or hereafter acquired, or in which the Debtor now has or hereafter acquires any rights (the term “IP Licenses” means all agreements granting any right, title and interest in or to any Intellectual Property under which a Grantor is a licensor or a licensee, including, without limitation, each IP License listed on Schedule B hereto); and

(c) **Proceeds and Products.** All proceeds and products of the foregoing and all insurance of the foregoing and proceeds thereof, whether now existing or hereafter arising, including, without limitation, (A) any claims by the Debtor against third parties for damages by reason of past, present or future infringement or dilution of any Trademark or of any Trademark licensed under any IP License, or for injury to the goodwill of the business connected with the use of, or symbolized by, any Trademark or of any Trademark licensed under any IP License, and (B) any claim by the Debtor against third parties for damages by reason of past, present or future misappropriation or wrongful use or disclosure of any trade secret or other property or right described above or of any such trade secret or other property or right licensed under any license or agreement described above, and together with the right to sue for and collect the damages described in the immediately preceding clause (A).

Notwithstanding anything to the contrary in clauses (a) - (c) above, the security interest created by this Agreement shall not extend to, and the term “Collateral” shall not include (i) any “intent-to-use” application for registration of a trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, 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, solely 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 any registration that issues from such intent-to-use application under applicable federal law, or (ii) assets in respect of which pledges and security interests are prohibited by applicable U.S. law, rule or regulation or agreements with any U.S. governmental authority (other than to the extent that such prohibition would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408, 9-409 or other applicable provisions of the UCC of any relevant jurisdiction or any other applicable law); provided that, immediately upon the ineffectiveness, lapse or termination of any such prohibitions, such assets shall automatically cease to be excluded from the Collateral.

**Section 3. Security Agreement.** The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the benefit of the Secured Parties pursuant to the Security Agreement, and each Debtor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.


**Section 4. Continuing Agreement.** This Agreement shall be a continuing agreement in every respect and shall remain in full force and effect until payment in full of all Secured Obligations.

**Section 5. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.** The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning of any provision hereof.

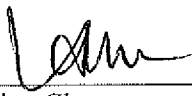
[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Debtor has caused this Agreement to be duly executed and delivered as of the date first above written.

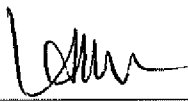
MARKWINS BEAUTY BRANDS, INC.

By:   
Name: Lina Chen  
Title: Chief Executive Officer

MARKWINS BEAUTY PRODUCTS, INC.

By:   
Name: Lina Chen  
Title: Chief Executive Officer

PHYSICIANS FORMULA, INC.

By:   
Name: Lina Chen  
Title: Chief Executive Officer



Accepted and agreed to as of the date first above written.

CITIBANK, N.A., as Administrative Agent

By: Nicolette Modica

Name: Nicolette Modica

Title: Vice President

*Signature Page to  
Trademark Security Agreement*

**TRADEMARK**  
**REEL: 008215 FRAME: 0481**

**SCHEDULE A**

**TO TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations and Applications**

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Status</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Issue Date</u>	<u>Owner</u>
BAKED BERRIES	USA	Registered	76629442	01/26/2005	3169240	11/07/2006	Physicians Formula, Inc.
BAKED BRONZER	USA	Registered	78203188	01/14/2003	2801528	12/30/2003	Physicians Formula, Inc.
BAKED BUTTER	USA	Registered	76629445	01/26/2005	3189776	12/26/2006	Physicians Formula, Inc.
BAKED COLLECTION	USA	Registered	78225187	03/13/2003	2953835	05/17/2005	Physicians Formula, Inc.
BAKED OATMEAL	USA	Registered	76629444	01/26/2005	3189775	12/26/2006	Physicians Formula, Inc.
BAKED SANDS	USA	Registered	76629446	01/26/2005	3189777	12/26/2006	Physicians Formula, Inc.
BAKED SMOKES	USA	Registered	76629438	01/26/2005	3169239	11/07/2006	Physicians Formula, Inc.
BAKED SPICES	USA	Registered	76629438	01/26/2005	3189774	12/26/2006	Physicians Formula, Inc.
BAKED SUGAR	USA	Registered	76629441	01/26/2005	3197148	01/09/2007	Physicians Formula, Inc.
BEST FLAVOR FOREVER	USA	Registered	85756075	10/17/2012	4423001	10/22/2013	Markwins Beauty Products, Inc.
BEYOND A POUT	USA	Pending	98126362	08/10/2023			Markwins Beauty Brands, Inc.
BIG POPPA	USA	Registered	90315839	11/12/2020	6708317	04/19/2022	Markwins Beauty Products, Inc.
BLACK RADIANCE	USA	Registered	74123037	12/13/1990	1749170	01/26/1993	Markwins Beauty Products, Inc.
BLEND 'N GLOW	USA	Registered	78976948	06/08/2005	3243098	05/15/2007	Markwins Beauty Products, Inc.

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Status</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Issue Date</u>	<u>Owner</u>
BONNEBELL	USA	Registered	76592656	05/17/2004	3104435	06/13/2006	Markwins Beauty Products, Inc.
BRIGHT COLLECTION	USA	Registered	78175367	10/17/2002	2841745	05/11/2004	Physicians Formula, Inc.
BUTTER BELIEVE IT	USA	Pending	98105492	07/27/2023			Physicians Formula, Inc.
CLOUD POUT	USA	Registered	90334229	11/20/2020	6708358	04/19/2022	Markwins Beauty Products, Inc.
CONCEAL RX	USA	Registered	77021968	10/16/2006	3325455	10/30/2007	Physicians Formula, Inc.
CONCEALER 101	USA	Registered	78230386	03/26/2003	2852080	06/08/2004	Physicians Formula, Inc.
COVER ALL	USA	Registered	73739595	07/13/1988	1544116	06/20/1989	Markwins Beauty Products, Inc.
COVERTOXTEN50	USA	Registered	78698476	08/23/2005	3277212	08/07/2007	Physicians Formula, Inc.
ECOBLEND	USA	Registered	77141304	03/27/2007	3423809	05/06/2008	Physicians Formula, Inc.
ECO-OLIVE	USA	Registered	77233146	07/18/2007	3446345	06/10/2008	Physicians Formula, Inc.
EYE BOOSTER	USA	Registered	85030715	05/05/2010	3939143	03/29/2011	Physicians Formula, Inc.
EYE STYLE	USA	Registered	76424206	06/24/2002	2947252	05/10/2005	Markwins Beauty Products, Inc.
FANTASY MAKERS	USA	Registered	73576406	01/06/1986	1403699	08/05/1986	Markwins Beauty Products, Inc.
GLASS CORRECT	USA	Registered	90334264	11/20/2020	6708359	04/19/2022	Markwins Beauty Products, Inc.
GLASSY GLOSS	USA	Registered	87240667	11/17/2016	5232211	06/27/2017	Markwins Beauty Products, Inc.
GLIMMER BRONZE	USA	Registered	78182623	11/07/2002	2846711	05/25/2004	Markwins Beauty Products, Inc.
IDOL EYES	USA	Registered	87240853	11/17/2016	5232217	06/27/2017	Markwins Beauty Products, Inc.

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Status</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Issue Date</u>	<u>Owner</u>
JUNGLE FEVER	USA	Registered	78139556	06/27/2002	2709526	04/22/2003	Physicians Formula, Inc.
KISS THERAPY	USA	Registered	87409089	04/12/2017	5650015	01/08/2019	Markwins Beauty Products, Inc.
LIP DIVOTION	USA	Registered	76269245	06/08/2001	2732963	07/01/2003	Markwins Beauty Products, Inc.
LIP FASHION	USA	Registered	76264930	05/31/2001	2743652	07/29/2003	Markwins Beauty Products, Inc.
LIP FROSTING	USA	Registered	76509916	04/28/2003	2819450	03/02/2004	Markwins Beauty Products, Inc.
LIP RUSH	USA	Registered	76168453	11/20/2000	2735232	07/08/2003	Markwins Beauty Products, Inc.
LIP SMACKER KISS THERAPY	USA	Registered	87388636	03/28/2017	5649968	01/08/2019	Markwins Beauty Products, Inc.
LIP SMACKIN'	USA	Registered	78194870	12/16/2002	2929652	03/01/2005	Markwins Beauty Products, Inc.
LIP SPARKLER	USA	Registered	76510715	05/01/2003	2819457	03/02/2004	Markwins Beauty Products, Inc.
LIP-SMACKERS	USA	Registered	73086521	05/10/1976	1087952	03/28/1978	Markwins Beauty Products, Inc.
LORAC	USA	Registered	76615304	10/12/2004	3052613	01/31/2006	Markwins Beauty Brands, Inc.
LORAC	USA	Registered	74343980	12/21/1992	1852838	09/06/1994	Markwins Beauty Brands, Inc.
MAGIC MOSAIC	USA	Registered	76610693	09/09/2004	3098670	05/30/2006	Physicians Formula, Inc.
MARKWINS	USA	Registered	75525821	07/27/1998	2267289	08/03/1999	Markwins Beauty Brands, Inc.
MEGA CUSHION	USA	Registered	87438303	05/05/2017	5311434	10/17/2017	Markwins Beauty Products, Inc.
MEGA EYES	USA	Registered	87240821	11/17/2016	5389348	01/30/2018	Markwins Beauty Products, Inc.
MEGACLEAR	USA	Registered	87262745	12/08/2016	5232659	06/27/2017	Markwins Beauty Products, Inc.

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Status</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Issue Date</u>	<u>Owner</u>
MEGAGLO	USA	Registered	87262710	12/08/2016	5232658	06/27/2017	Markwins Beauty Products, Inc.
MEGALAST	USA	Registered	87240754	11/17/2016	5232214	06/27/2017	Markwins Beauty Products, Inc.
MEGALINER	USA	Registered	73836237	11/06/1989	1632101	01/22/1991	Markwins Beauty Products, Inc.
MEGASHIELD	USA	Registered	87271265	12/16/2016	5245340	07/18/2017	Markwins Beauty Products, Inc.
MINERAL WEAR	USA	Registered	76610694	09/09/2004	3104495	06/13/2006	Physicians Formula, Inc.
MINERAL WEAR	USA	Registered	78670028	07/13/2005	3164117	10/24/2006	Physicians Formula, Inc.
MINERAL WEAR	USA	Registered	77021147	10/13/2006	3373540	01/22/2008	Physicians Formula, Inc.
NATURAL BLEND	USA	Registered	87271301	12/16/2016	5326083	10/31/2017	Markwins Beauty Products, Inc.
ORGANIC WEAR	USA	Registered	77087970	01/22/2007	3454574	06/24/2008	Physicians Formula, Inc.
ORGANISOY	USA	Registered	77141295	03/27/2007	3423808	05/06/2008	Physicians Formula, Inc.
P	USA	Registered	78293943	08/29/2003	2874954	08/17/2004	Physicians Formula, Inc.
P	USA	Registered	78230843	03/27/2003	2973126	07/19/2005	Physicians Formula, Inc.
PERFECT PAIR	USA	Registered	87271215	12/16/2016	5245336	07/18/2017	Markwins Beauty Products, Inc.
PHOTO FOCUS	USA	Registered	87261882	12/08/2016	5232654	06/27/2017	Markwins Beauty Products, Inc.
PHYSICIANS FORMULA	USA	Registered	73295966	02/06/1981	1187307	01/26/1982	Physicians Formula, Inc.
PHYSICIANS FORMULA	USA	Registered	85347262	06/15/2011	4147843	05/22/2012	Physicians Formula, Inc.
PLENTIFULL	USA	Registered	74655051	04/03/1995	2003717	09/24/1996	Physicians Formula, Inc.

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Status</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Issue Date</u>	<u>Owner</u>
PLUMP POTION	USA	Registered	78860277	04/12/2006	3341830	11/20/2007	Physicians Formula, Inc.
PLUMP POTION	USA	Registered	77256846	08/16/2007	3455125	06/24/2008	Physicians Formula, Inc.
POWDER BRONZE	USA	Registered	76592655	05/17/2004	3000074	09/27/2005	Markwins Beauty Products, Inc.
PRIME FOCUS	USA	Registered	90334261	11/20/2020	6448431	08/10/2021	Markwins Beauty Products, Inc.
PROFIT BLEND	USA	Registered	86643823	05/28/2015	5177036	04/04/2017	Physicians Formula, Inc.
SKIN-NOURISHING COCONUT COCKTAIL	USA	Registered	86336015	07/14/2014	5186853	04/18/2017	Physicians Formula, Inc.
SMACKERS	USA	Registered	78768747	12/07/2005	3735343	01/05/2010	Markwins Beauty Products, Inc.
SMACKERS	USA	Registered	76134962	09/25/2000	2919247	01/18/2005	Markwins Beauty Products, Inc.
SMACKERS	USA	Registered	74354426	02/01/1993	1852840	09/06/1994	Markwins Beauty Products, Inc.
SUMMER ECLIPSE	USA	Registered	75886756	01/04/2000	2721774	06/03/2003	Physicians Formula, Inc.
S'WHIRL GLOSS	USA	Registered	76509915	04/28/2003	2961713	06/14/2005	Markwins Beauty Products, Inc.
S'WHIRLY SHIMMER GLOSS	USA	Registered	78171621	10/07/2002	2811828	02/03/2004	Markwins Beauty Products, Inc.
TANTALIZER	USA	Registered	85126818	09/10/2010	3944317	04/12/2011	Markwins Beauty Brands, Inc.
THE COLOR INSTITUTE	USA	Registered	74396821	06/01/1993	1899523	06/13/1995	Markwins Beauty Brands, Inc.
THE WORLD OF SMACKERS	USA	Registered	76976954	04/27/2001	2917166	01/11/2005	Markwins Beauty Products, Inc.
TO ANY LENGTHS	USA	Registered	75066697	03/04/1996	2070859	06/10/1997	Physicians Formula, Inc.
VITAL LASH	USA	Registered	78140258	07/01/2002	2719467	05/27/2003	Physicians

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							Formula, Inc.
WET 'N WILD	USA	Registered	73230858	09/10/1979	1158712	06/30/1981	Markwins Beauty Products, Inc.
WET'N WILD BIG POPPA	USA	Registered	90315873	11/12/2020	6708318	04/19/2022	Markwins Beauty Products, Inc.
WET'N WILD BIGGER IS BETTER	USA	Registered	90334288	11/20/2020	6708360	04/19/2022	Markwins Beauty Products, Inc.
WET'N WILD LOS ANGELES	USA	Registered	87237201	11/15/2016	5240341	07/11/2017	Markwins Beauty Products, Inc.
WET'N WILD MAX VOLUME PLUS MASCARA	USA	Registered	86482566	12/16/2014	4789659	08/11/2015	Markwins Beauty Products, Inc.
WET'N' WILD U.S.A.	USA	Registered	75545666	08/31/1998	2337607	04/04/2000	Markwins Beauty Products, Inc.
WHIRLIN' GLITZ 'N GLO	USA	Registered	78171406	10/05/2002	2809481	01/27/2004	Markwins Beauty Products, Inc.
WHIRLY GIRL	USA	Registered	76388748	03/29/2002	2767873	09/23/2003	Markwins Beauty Products, Inc.
WILD SHINE	USA	Registered	87240867	11/17/2016	5232218	06/27/2017	Markwins Beauty Products, Inc.
							Physicians Formula
BAMBOO WEAR	Canada	Registered	1456652	10/23/2009	TMA804797	08/18/2011	Cosmetics, Inc.
BEST FLAVOR FOREVER	Canada	Registered	1599854	10/22/2012	TMA870639	02/04/2014	Markwins Beauty Products, Inc.
BLUSH 'N GLOW	Canada	Registered	1592339	08/24/2012	TMA883,405	08/05/2014	Markwins Beauty Products, Inc.
BONNE BELL	Canada	Registered	0224893	05/17/1954	UCA049962	05/17/1954	Markwins Beauty Products, Inc.
BONNE BELL	Canada	Registered	0809750	04/15/1996	506607	01/15/1999	Markwins Beauty Products, Inc.
BONNEBELL W/ DESIGN	Canada	Registered	1381981	01/29/2008	TMA758,797	02/04/2010	Markwins Beauty Products, Inc.

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COLOR STARTS HERE	Canada	Registered	1479680	04/27/2010	TMAA797209	05/11/2011	Markwins Beauty Products, Inc.
FANTASY MAKERS	Canada	Registered	0554598	12/19/1985	TMAA321740	12/12/1986	Markwins Beauty Products, Inc.
GLITZ 'N GLO	Canada	Registered	1403606	07/10/2008	TMAA752,484	11/06/2009	Markwins Beauty Products, Inc.
HAPPY 40TH BIRTHDAY! LIP SMACKERS & Design	Canada	Registered	1591265	08/17/2012	TMAA874,037	03/24/2014	Markwins Beauty Products, Inc.
HAPPY BOOSTER	Canada	Registered	1494582	09/02/2010	TMAA804795	08/18/2011	Physicians Formula Cosmetics, Inc.
HOW GREEN IS YOUR MAKEUP?	Canada	Registered	1363748	09/14/2007	TMAA759941	02/19/2010	Physicians Formula Cosmetics, Inc.
LIP SMACKERS	Canada	Registered	398587	06/01/1976	222263	08/05/1977	Markwins Beauty Products, Inc.
LOVED SINCE 1973	Canada	Registered	1591266	08/17/2012	TMAA873054	03/11/2014	Markwins Beauty Products, Inc.
ORGANIC WEAR	Canada	Registered	1362685	09/06/2007	TMAA758768	02/04/2010	Physicians Formula Cosmetics, Inc.
PHYSICIANS FORMULA	Canada	Registered	699111	02/18/1992	TMAA442028	04/21/1995	Physicians Formula Cosmetics, Inc.
PHYSICIANS FORMULA & DESIGN	Canada	Registered	0658542	05/25/1990	TMAA477948	06/17/1997	Physicians Formula Cosmetics, Inc.
SMACKERS	Canada	Registered	792250	09/11/1995	481727	08/27/1997	Markwins Beauty Products, Inc.
THE COLOR INSTITUTE	Canada	Registered	1,128,402	01/17/2002	590,234	09/18/2003	Markwins Beauty Brands, Inc.



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THE COLOR WORKSHOP	Canada	Registered	1,128,401	02/17/2002	TMA 589,678	09/12/2003	Markwins Beauty Brands, Inc.
TO-KI-O TREATS	Canada	Registered	1567266	02/29/2012	TMA867102	12/11/2013	Markwins Beauty Products, Inc.
WET'N WILD	Canada	Registered	465371	02/12/1981	266109	01/29/1982	Markwins Beauty Products, Inc.
WORLD OF SMACKERS	Canada	Registered	1,311,818	07/24/2006	TMA729340	11/25/2008	Markwins Beauty Products, Inc.

**SCHEDULE B**  
**TO TRADEMARK SECURITY AGREEMENT**  
**IP Licenses**

None.