

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM843577

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
E.L.F. COSMETICS, INC.		10/04/2023	Corporation: DELAWARE
W3LL People, Inc.		10/04/2023	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	BANK OF MONTREAL, as Administrative Agent
Street Address:	115 S LaSalle, 25th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Chartered Bank: CANADA

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	6981125	ELECTRIC MOOD
Registration Number:	7115821	EYES LIPS FAMOUS
Registration Number:	7001044	E.L.F.
Registration Number:	6511960	E.L.F.ING AMAZING
Registration Number:	6752261	E.L.F. IS FOR EVERY EYE, LIP AND FACE
Registration Number:	6937114	KEYS SOULCARE
Registration Number:	6442589	KEYS SOULCARE
Registration Number:	6964143	WELL PEOPLE
Registration Number:	7110517	W3LL PEOPLE
Serial Number:	98075195	POWER GRIP
Serial Number:	98061468	HALO GLOW
Serial Number:	98035222	POWER GRIP PRIMER
Serial Number:	97921107	E.L.F. SKIN
Serial Number:	90752899	BIG MOOD
Serial Number:	97215880	BLEMISH BREAKTHROUGH
Serial Number:	97376222	SUNTOUCHABLE!
Serial Number:	97376233	LASH 'N ROLL
Serial Number:	90392610	E.L.F. SKIN

CH \$465.00 6981125

CORRESPONDENCE DATA**Fax Number:** 3125774565*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:** 312-577-8265**Email:** kristin.brozovic@katten.com**Correspondent Name:** Kristin Brozovic c/o Katten**Address Line 1:** 525 W Monroe St**Address Line 4:** Chicago, ILLINOIS 60661**ATTORNEY DOCKET NUMBER:** 207545-256**NAME OF SUBMITTER:** Kristin Brozovic**SIGNATURE:** /Kristin Brozovic/**DATE SIGNED:** 10/04/2023**Total Attachments: 7**

source=Trademark Security Agreement (Oct-04-23)#page1.tif

source=Trademark Security Agreement (Oct-04-23)#page2.tif

source=Trademark Security Agreement (Oct-04-23)#page3.tif

source=Trademark Security Agreement (Oct-04-23)#page4.tif

source=Trademark Security Agreement (Oct-04-23)#page5.tif

source=Trademark Security Agreement (Oct-04-23)#page6.tif

source=Trademark Security Agreement (Oct-04-23)#page7.tif

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of October 4, 2023, by E.L.F. COSMETICS, INC., a Delaware corporation, J.A. RF, LLC, a Delaware limited liability company and W3LL People, Inc., a Delaware corporation (each a "Grantor" and collectively the "Grantors"), in favor of BANK OF MONTREAL, in its capacity as Administrative Agent for itself and the other Lender Parties (together with its successors and permitted assigns in such capacity, "Grantee").

WHEREAS, the Grantors have adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantors have entered into a Pledge and Security Agreement, dated December 23, 2016 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Grantee for the benefit of the Lender Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of such Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Lender Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations. Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any "intent to use" Trademark application for which a Statement of Use or Amendment to Allege Use, as applicable, has not been filed and accepted with the U.S. Patent and Trademark Office.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

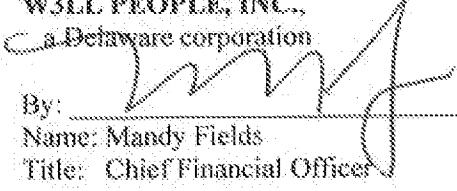
Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event that of any conflict between the terms of this Trademark Security Agreement and the Security Agreement, the terms of the Security Agreement shall control.

This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

[Remainder of page intentionally left blank]

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

E.L.F. COSMETICS, INC.,
a Delaware corporation
J.A. RF, LLC,
a Delaware limited liability company
W3LL PEOPLE, INC.,
a Delaware corporation

By: 
Name: Mandy Fields
Title: Chief Financial Officer

Registered Trademarks

SCHEDULE A TO TRADEMARK SECURITY AGREEMENT

Country	Trademark	Application Number and Registration No.	Application Date and Registration Date	Owner
United States of America	ELECTRIC MOOD	90/419,830 (Application No.) 6,981,125 (Registration No.)	12/28/20 (Application Date) 2/14/23 (Registration Date)	e.l.f. Cosmetics, Inc.
United States of America	EYES LIPS FAMOUS	90/266,517 (Application No.) 7,115,821 (Registration No.)	10/20/20 (Application Date) 7/18/23 (Registration Date)	e.l.f. Cosmetics, Inc.
United States of America	E.L.F.	90/188,051 (Application No.) 7,001,044 (Registration No.)	9/17/20 (Application Date) 3/14/23 (Registration Date)	e.l.f. Cosmetics, Inc.
United States of America	E.L.F. ING AMAZING	88479455 (Application No.) 6,511,960 (Registration No.)	6/19/19 (Application Date) 10/5/21 (Registration Date)	e.l.f. Cosmetics, Inc.

Country	Trademark	Application Number and Registration No.	Application Date and Registration Date	Owner
United States of America	POWER GRIP	98/075,195 (Application No.)	7/7/23 (Application Date)	e.l.f. Cosmetics, Inc.
United States of America	HALO GLOW	98/061,468 (Application No.)	6/27/23 (Application Date)	e.l.f. Cosmetics, Inc.
United States of America	POWER GRIP PRIMER	98/035,222 (Application No.)	6/9/23 (Application Date)	e.l.f. Cosmetics, Inc.
United States of America	e.l.f. SKIN	97/921,107 (Application No.)	5/4/23 (Application Date)	e.l.f. Cosmetics, Inc.
United States of America	E.L.F. IS FOR EVERY EYE, LIP AND FACE	90/741,742 (Application No.) 6,752,261 (Registration No.)	5/28/21 (Application Date) 6/7/22 (Registration Date)	e.l.f. Cosmetics, Inc.
United States of America	KEYS SOULCARE	88/921,593 (Application No.) 6,937,114 (Registration No.)	5/18/20 (Application Date) 12/27/22 (Registration Date)	J.A. RF, LLC

Country	Trademark	Application Number and Registration No.	Application Date and Registration Date	Owner
United States of America	KEYS SOULCARE	88/981,707 (Application No.) 6,442,589 (Registration No.)	5/18/20 (Application Date) 8/3/21 (Registration Date)	J.A. RF, LLC
United States of America	WELL PEOPLE	97/202,188 (Application No.) 6,964,143 (Registration No.)	1/4/22 (Application Date) 1/24/23 (Registration Date)	W3LL People, Inc.
United States of America	W3LL PEOPLE	97/183,007 (Application No.) 7,110,517 (Registration No.)	12/21/21 (Application Date) 7/18/23 (Registration Date)	W3LL People, Inc.
United States of America	BIG MOOD	90/752,899 (Application No.)	6/3/21 (Application Date)	e.l.f. Cosmetics, Inc.
United States of America	BLEMISH BREAKTHROUGH	97/215,880 (Application No.)	1/12/22 (Application Date)	e.l.f. Cosmetics, Inc.
United States of America	SUNTOUCHABLE!	97/376,222 (Application No.)	4/22/22 (Application Date)	e.l.f. Cosmetics, Inc.

Country	Trademark	Application Number and Registration No.	Application Date and Registration Date	Owner
United States of America	LASH 'N ROLL	97/376,233 (Application No.)	4/22/22 (Application Date)	e.l.f. Cosmetics, Inc.
United States of America	e.l.f. SKIN	90/392,610 (Application No.)	12/18/20 (Application Date)	e.l.f. Cosmetics, Inc.