

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM853069

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>SEQUENCE:</b>	1

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FORMA BEAUTY BRANDS, LLC		04/07/2023	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	FB Acquisition LLC
<b>Street Address:</b>	c/o Jefferies Finance LLC
<b>Internal Address:</b>	520 Madison Avenue
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10022
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	6747702	F
Registration Number:	6747689	FORMA BRANDS
Registration Number:	5888365	LIBERATE YOUR LIPS
Registration Number:	3485497	LIPSTICK QUEEN
Registration Number:	3412555	LIPSTICK QUEEN
Registration Number:	5725069	PARALLEL UNIVERSE LIP FLASH
Registration Number:	5738196	REAR VIEW MIRROR
Registration Number:	5569173	STARK RAVING MATTE

## CORRESPONDENCE DATA

Fax Number:

*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: 212-813-5900

Email: anicolescu@fzlz.com

Correspondent Name: Robert A. Becker

Address Line 1: Fross Zelnick Lehrman &amp; Zissu, P.C.

Address Line 2: 151 West 42nd Street, 17th Floor

CH \$215.00 6747702

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER: FABS 2310743

NAME OF SUBMITTER: Anca Nicolescu

SIGNATURE: /ancanicolescu/

DATE SIGNED: 11/13/2023

**Total Attachments: 34**

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**Agreement**”), dated as of April 7, 2023, (“**Effective Date**”), is entered into by and among FB Debt Financing Guarantor, LLC and the other subsidiaries of the Company party hereto as set forth on the signature pages hereto (each, individually, and collectively the “**Assignor**”) in favor of FB Acquisition LLC (“**Assignee**”). Assignor and Assignee are each sometimes referred to herein as a “**Party**” and collectively as “**Parties**”.

WHEREAS, Assignor and Assignee, among others, are party to that certain Asset Purchase Agreement, dated January 12, 2023, whereby Assignor agreed to assign substantially all of its assign to Assignee (the “**Purchase Agreement**”).

WHEREAS, Assignor seeks to transfer and assign of all right, title and interest to the intellectual property rights set forth below to Assignee.

NOW, THEREFORE, for and in consideration of the above recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, and in consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the Parties agree as follows:

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions of the Purchase Agreement, Assignor agrees as follows:

1. Assignment. Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee all of Assignor’s right, title and interest in, to and under the following:
  - a) Any and all patents and patent applications and all issuances, divisions, continuations, continuations-in-part, reissues, foreign counterparts, extensions, reexaminations and renewals thereof, including but not limited to the patent listed on Schedule A hereto;
  - b) Any and all common law marks, trademark registrations or trademark applications, together with the goodwill symbolized thereby and all issuances, extensions and renewals thereof, including but not limited to the trademarks listed on Schedule B hereto;
  - c) all rights in any trade secrets or products, software, systems, or methods the Assignor believe to be protected as a trade secret;
  - d) Any and all domain name registrations, including but not limited to the domain names listed on Schedule C hereto;
  - e) all rights of any kind whatsoever, including copyrights, rights in any software, data, documentation, moral rights or other distinct rights, of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international

treaties and conventions and otherwise throughout the world, including the specific copyrightable material set forth on Schedule D;

- f) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- g) any and all claims, with respect to any of the foregoing, for damages and injunctive relief, whether accruing before, on, or after the date hereof, for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages (subsections (a) through (g), separately and collectively, the “**Assigned Intellectual Property**”).

2. Recordation and Further Actions. Following the date hereof, Assignor shall take reasonable steps and actions, and provide reasonable cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documents, as may be necessary to effect, evidence or perfect the assignment of the Assigned Intellectual Property to Assignee or any Assignor or successor thereto. Assignor will also provide all reasonable assistance requested by Assignee in any action brought by Assignee to enforce, or protect, the Intellectual Property rights assigned herein.
3. Binding Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their successors and assigns.
4. Modification or Amendment. Subject to the provisions of the applicable laws, the Parties may modify or amend this Agreement, by written agreement executed and delivered by duly authorized officers of the respective Parties.
5. No Third Party Beneficiaries. The terms and provisions set forth herein are solely for the benefit of Assignee, in accordance with and subject to the terms of this Agreement, and this Agreement is not intended to, and does not, confer upon any Person other than Assignee and its successors and assigns any rights or remedies hereunder.
7. Governing Law and Venue. This Agreement and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Agreement shall be governed by and construed under Delaware law, without regard to conflict of laws principles. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement shall be brought against any of the Parties exclusively in the United States Bankruptcy Court for the District of Delaware, or, if the United States Bankruptcy Court for the District of Delaware does not have or declines to exercise jurisdiction, in the courts of the State of Delaware, and each of the Parties consent to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waive any objection to venue in those courts. Process in any action or proceeding referred to in the preceding sentence may be served on any Party anywhere in the world.

8. Severability. The provisions of this Agreement will be deemed severable and the invalidity or unenforceability of any provision will not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application of such provision to any person or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision will be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other persons or circumstances will not be affected by such invalidity or unenforceability, nor will such invalidity or unenforceability affect the validity or enforceability of such provision, or the application of such provision, in any other jurisdiction.
9. Section Headings and Defined Terms. The section headings contained herein are for reference purposes only and shall not in any way affect the meaning and interpretation of this Agreement. Except as otherwise indicated, all agreements defined herein refer to the agreement inclusive of any amendments or supplementations or the terms thereof waived or modified in accordance with this Agreement.
10. Counterparts. This Agreement may be executed in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts will together constitute the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission (including via DocuSign) shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signature page follows]

**ASSIGNORS:**

**FB DEBT FINANCING GUARANTOR, LLC**

By:   
Name: Stephen Marotta  
Title: Chief Restructuring Officer

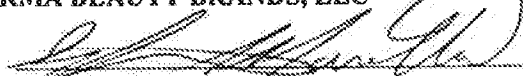
**FORMA BRANDS, LLC**

By:   
Name: Stephen Marotta  
Title: Chief Restructuring Officer

**MORPHE, LLC**

By:   
Name: Stephen Marotta  
Title: Chief Restructuring Officer

**FORMA BEAUTY BRANDS, LLC**

By:   
Name: Stephen Marotta  
Title: Chief Restructuring Officer

**SEEMO, LLC**

By:   
Name: Stephen Marotta  
Title: Chief Restructuring Officer

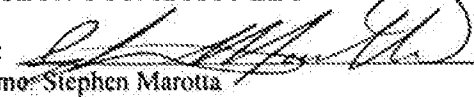
[SIGNATURE PAGES CONTINUE]

*[Signature Page to IP Assignment Agreement]*

**JACLYN COSMETICS HOLDINGS, LLC**

By:   
Name: Stephen Marotta  
Title: Chief Restructuring Officer

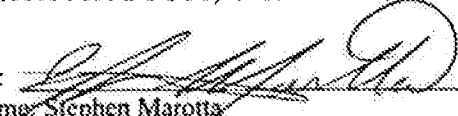
**JACLYN COSMETICS LLC**

By:   
Name: Stephen Marotta  
Title: Chief Restructuring Officer

**SUCH GOOD EVERYTHING, LLC**

By:   
Name: Stephen Marotta  
Title: Chief Restructuring Officer

**PLAYA PRODUCTS, INC.**

By:   
Name: Stephen Marotta  
Title: Chief Restructuring Officer

*[Signature Page to IP Assignment Agreement]*

ASSIGNEE:

FB ACQUISITION LLC

By: Adam Klepack

Name: Adam Klepack

Title: Secretary

*[Signature Page to IP Assignment Agreement]*



SCHEDULE A

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SCHEDULE B

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Country	Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Status	Owner
	<b>REDACTED</b>						
United States of America	F Logo	90136514	August 25, 2020	6747702	May 31, 2022	Registered	Forma Beauty Brands, LLC
United States of America	FAMOUS LAST WORDS	86967838	April 7, 2016	5326644	November 7, 2017	Registered	Forma Beauty Brands, LLC
United States of America	FORMA BRANDS	90124784	August 19, 2020	6747689	May 31, 2022	Registered	Forma Beauty Brands, LLC
	<b>REDACTED</b>						
United States of America	LIBERATE YOUR LIPS	88083018	August 17, 2018	5888365	October 22, 2019	Registered	Forma Beauty Brands, LLC
United States of America	LIPSTICK QUEEN	77008705	September 27, 2006	3485497	August 12, 2008	Registered	Forma Beauty Brands, LLC
United States of America	LIPSTICK QUEEN	77975260	September 27, 2006	3412555	April 15, 2008	Registered	Forma Beauty Brands, LLC
United States of America	MEGA STAR SAINT	86900694	February 8, 2016	5018047	August 9, 2016	Registered	Forma Beauty Brands, LLC
United States of America	MEGA STAR SINNER	86900759	February 8, 2016	5018048	August 9, 2016	Registered	Forma Beauty Brands, LLC
	<b>REDACTED</b>						
United States of America	PAKALLEL UNIVERSE LIP FLASH	87852017	March 27, 2018	5725069	April 16, 2019	Registered	Forma Beauty Brands, LLC
United States of America	REAR VIEW MIRROR	88026330	July 5, 2018	5738196	April 30, 2019	Registered	Forma Beauty Brands, LLC

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Country	Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Status	Owner
United States of America	SMOKEY LIP	87026499	May 5, 2016	52930358	September 19, 2017	Registered	Forma Beauty Brands, LLC
United States of America	STARK RAVING MATTE	87778076	January 31, 2018	5569173	September 25, 2018	Registered	Forma Beauty Brands, LLC
United States of America	BAD HABIT	87909623	February 23, 2018	5575291	October 2, 2018	Registered	Morphe, LLC
United States of America	BAD HABIT	88982064	March 5, 2020	6429761	July 20, 2021	Registered	Morphe, LLC
United States of America	BAD HABIT	88470789	June 12, 2019			Pending	Morphe, LLC
United States of America	BAD HABIT	90887237	August 17, 2021			Pending	Morphe, LLC
United States of America	BLEND THE RULES	87559225	August 7, 2017	5704173	March 19, 2019	Registered	Morphe, LLC
United States of America	FLUHHY	87635717	October 5, 2017	5710766	March 26, 2019	Registered	Morphe, LLC
United States of America	MAKE IT BIG	88658760	October 17, 2019	6316596	April 6, 2021	Registered	Morphe, LLC
United States of America	MORPHE	85794648	October 26, 2012	4424302	October 29, 2013	Registered	Morphe, LLC
United States of America	MORPHE	36744010	September 1, 2015	4967948	May 31, 2016	Registered	Morphe, LLC
United States of America	MORPHE (Stylized)	88740956	October 3, 2018	5756672	May 21, 2019	Registered	Morphe, LLC
United States of America	SUCH GOOD	88874466	April 16, 2020	6667479	March 8, 2022	Registered	Morphe, LLC
United States of America	YOU DON'T HAVE TO BE GOOD ALL THE TIME TO HAVE GOOD SKIN ALL THE TIME	90341936	November 25, 2020	6687958	March 29, 2022	Registered	Morphe, LLC
United States of America	PLAYA	87176835	September 20, 2016	6208220	December 1, 2020	Registered	Playa Products, Inc.
United States of America	PLAYA	88436635	May 18, 2019	6224915	December 22, 2020	Registered	Playa Products, Inc.
United States of America	PLAYA	90588248	March 18, 2021			Pending	Playa Products, Inc.

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SCHEDULE C

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Schedule D

None

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