

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI40160

<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>
ROC OPCO LLC		02/21/2024	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	BAIN CAPITAL CREDIT, LP, as Collateral Agent		
<b>Street Address:</b>	200 Clarendon Street		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02116		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 18</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4405526		
<b>Registration Number:</b>	6577153	HEXYL-R COMPLEX	
<b>Registration Number:</b>	6757077	CRÉPE REPAIR	
<b>Registration Number:</b>	4445986		
<b>Registration Number:</b>	4594615	HIGH PERFORMANCE SKINCARE	
<b>Registration Number:</b>	5973266		
<b>Registration Number:</b>	3796434	MULTI CORREXION	
<b>Registration Number:</b>	6609898	PHARMACIE FRANÇAISE EST. 1957 PARIS	
<b>Registration Number:</b>	3059434	RETINOL CORREXION	
<b>Registration Number:</b>	6136537	RETINOL-MD	
<b>Registration Number:</b>	3407724	ROC	
<b>Registration Number:</b>	4713131	ROC ACADEMY	
<b>Registration Number:</b>	6563430	ROC	
<b>Registration Number:</b>	6996982	ROC DERMATOLOGIC	
<b>Registration Number:</b>	1015041	ROC	
<b>Registration Number:</b>	1794589	ROC	
<b>Registration Number:</b>	3221195	WE KEEP OUR PROMISES	
<b>Registration Number:</b>	6828079	WE PROVE OUR PROMISES	

CH \$465.00.00 85631341

**CORRESPONDENCE DATA****Fax Number:** 6175269899*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)5269617**Email:** ypan@proskauer.com,MKhalid@proskauer.com**Correspondent Name:** Abid Khalid**Address Line 1:** Proskauer Rose LLP**Address Line 2:** One International Place**Address Line 4:** Boston, MASSACHUSETTS 02110-2600

<b>ATTORNEY DOCKET NUMBER:</b>	66478.189
<b>NAME OF SUBMITTER:</b>	Yuming Pan
<b>SIGNATURE:</b>	Yuming Pan
<b>DATE SIGNED:</b>	02/21/2024

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of February 21, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by ROC OPCO LLC (“**Grantor**”) in favor of BAIN CAPITAL CREDIT, LP, as Collateral Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the “**Collateral Agent**”) and as Administrative Agent.

**WHEREAS**, Grantor is party to that certain Security Agreement, dated as of February 21, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among Grantor, the other grantors party thereto, and the Collateral Agent pursuant to which Grantor granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Trademark Security Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, 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

Grantor, as security for the payment and performance in full of the Secured Obligations of Grantor (including, if Grantor is a Guarantor, the Secured Obligations of Grantor arising under the Guaranty), hereby grants and pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of Grantor’s right, title and interest in, to or under any and all of the following assets and properties now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

- (i) all Trademarks included in the Registered Intellectual Property Collateral, including those listed on Schedule A hereto, and including all goodwill connected with the use thereof and symbolized thereby,
- (ii) all damages and payments for past, present or future infringements, misappropriations, dilutions or violations thereof,
- (iii) all rights to sue or otherwise recover for past, present and future infringements, dilutions or other violations thereof, and
- (iv) all other rights, priorities and privileges corresponding thereto throughout the world;

*provided* that the Trademark Collateral shall not include any Excluded Assets.

## **SECTION 2.1 CERTAIN LIMITED EXCLUSIONS.**

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any "intent-to-use" trademark application prior to the filing and acceptance 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, or void, such "intent-to-use" trademark application, or any registration that may issue therefrom, under applicable federal law.

## **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 for the Secured Parties pursuant to the Security Agreement, and 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, 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 Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

## **SECTION 4. RECORDATION**

**Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.**

## **SECTION 5. TERMINATION**

This Trademark Security Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations in accordance with the Loan Documents. Upon the termination of this Trademark Security Agreement, the Collateral Agent shall execute all documents, make all filings, and take all other actions reasonably requested by Grantor, and at Grantor's sole cost and expense, to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

## **SECTION 6. GOVERNING LAW**

**THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

## **SECTION 7. COUNTERPARTS**

This Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

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.

ROC OPCO LLC, as a Grantor

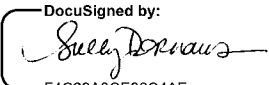
By:   
Name: Jay Brandimarte  
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 008350 FRAME: 0062**

ACCEPTED AND ACKNOWLEDGED BY:

BAIN CAPITAL CREDIT, LP,  
as Administrative Agent and Collateral Agent

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Sally Fassler Dornaus  
Title: Partner/CFO-Bain Capital Credit, LP

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 008350 FRAME: 0063**

**SCHEDULE A**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS**

<b>Grantor</b>	<b>Mark</b>	<b>Registration No.</b>
RoC Opco LLC	CAP (three-dimensional configuration)	4405526
RoC Opco LLC	HEXYL-R COMPLEX	6577153
RoC Opco LLC	CRÉPE REPAIR	6757077
RoC Opco LLC	Gold cap (three-dimensional configuration)	4445986
RoC Opco LLC	HEXYL-R COMPLEX	6577153
RoC Opco LLC	HIGH PERFORMANCE SKINCARE	4594615
RoC Opco LLC	MORTAR and PESTLE and Design	5973266
RoC Opco LLC	MULTI CORREXION	3796434
RoC Opco LLC	PHARMACIE FRANÇAISE EST. 1957 PARIS and Design	6609898
RoC Opco LLC	RETINOL CORREXION	3059434
RoC Opco LLC	RETINOL-MD	6136537
RoC Opco LLC	ROC	3407724
RoC Opco LLC	ROC ACADEMY	4713131
RoC Opco LLC	ROC and Design (2019)	6563430
RoC Opco LLC	ROC DERMATOLOGIC	6996982
RoC Opco LLC	ROC LOGO (VERSION 3)	1015041 (1975)
RoC Opco LLC	ROC LOGO (VERSION 3)	1794589 (1993)

RoC Opco LLC	WE KEEP OUR PROMISES	3221195
RoC Opco LLC	WE PROVE OUR PROMISES	6828079

**TRADEMARK APPLICATIONS**

None.