

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM154498

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
New Milani Group LLC		02/20/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	BMO Bank N.A., as Agent		
Street Address:	320 S Canal Street, 14th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 29			
Property Type	Number	Word Mark	
Serial Number:	97507952	KEEP IT FULL	
Serial Number:	90868046	STAY PUT	
Serial Number:	90825474	MILANI ERASE BASE	
Serial Number:	90825488	KEEP IT FULL MAXXX BALMSHELL	
Serial Number:	90668585	MILANI MAKERS	
Serial Number:	90557544	MILANI	
Serial Number:	90166166	AQUA BLOOM	
Serial Number:	88887058	NO PORE ZONE	
Serial Number:	88828233	MILANI AVOCADO	
Serial Number:	88828238	MILANI BLUEBERRY	
Serial Number:	88828246	MILANI CHERRY	
Serial Number:	88828247	MILANI PEACH	
Serial Number:	88811373	MILANI WEEKEND BROW	
Serial Number:	88793692	MILANI COLOR FETISH	
Serial Number:	88767679	SUPERCHARGED	
Serial Number:	88743905	LUXE FOR ALL	
Serial Number:	88641074	MILANI	
Serial Number:	88595827	THE TANK	
Serial Number:	88579214	LUDICROUS	

CH \$740.00.00 97507952

Property Type	Number	Word Mark
Serial Number:	88524389	CHEEK KISS
Serial Number:	88346888	UNDERSTATEMENT
Serial Number:	88346904	THE WATERPROOF ONE
Serial Number:	88336233	THE VIOLET ONE
Serial Number:	88252076	MILANI SCREEN QUEEN
Serial Number:	87923701	MILANI MOST WANTED
Serial Number:	87923719	DANGEROUS LENGTHS
Serial Number:	87923725	SOFT FOCUS GLOW
Serial Number:	87923742	LUMINOSO
Serial Number:	87229018	MILANI

CORRESPONDENCE DATA

Fax Number: 3129021061

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: 3125778438

Email: raquel.haleem@katten.com

Correspondent Name: Raquel Haleem c/o Katten Muchin

Address Line 1: 525 W Monroe Street

Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER:	Raquel Haleem
SIGNATURE:	Raquel Haleem
DATE SIGNED:	02/27/2024

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (including all annexes, exhibits and schedules hereto, as the same may be amended, restated, amended and restated, modified and/or supplemented from time to time, this “Trademark Security Agreement”) dated as of February 20, 2024, is made by New Milani Group LLC, a Delaware limited liability company (“Grantor”) in favor of BMO Bank N.A., as administrative agent (in such capacity, together with its successors and permitted assigns, “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to that certain First Lien Credit Agreement, dated as of June 6, 2018 (as the same may be amended, restated, amended and restated, modified, and/or supplemented from time to time, the “Credit Agreement”), by and among Milani Holdco LLC, a Delaware limited liability company (“Holdings”), Grantor, as Borrower (“Borrower”), and the other Credit Parties party thereto from time to time, Agent and the Lenders party thereto from time to time, the Secured Parties have severally agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor (other than Borrower) has agreed, pursuant to a First Lien Guaranty and Security Agreement of even date herewith in favor of Agent (the “Guaranty and Security Agreement”), to guarantee the Secured Obligations (as defined in the Credit Agreement) of Borrower; and

WHEREAS, Grantor is a party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to Borrower thereunder, Grantor hereby agrees with Agent as follows:

1. **Defined Terms.** Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

2. **Grant of Security Interest in Trademark Collateral.** Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

all of its Trademarks providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

all renewals and extensions of the foregoing;

all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and 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 Guaranty and Security Agreement, the provisions of the Guaranty and Security Agreement shall control.

4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Agreement subject to a security interest hereunder.

5. Counterparts. 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

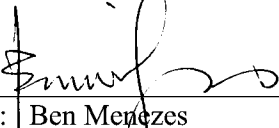
6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned 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.

Very truly yours,

NEW MILANI GROUP LLC,
a Delaware limited liability company


By: 
Name: Ben Menezes
Title: Chief Financial Officer

Trademark Security Agreement (Milani)

TRADEMARK
REEL: 008355 FRAME: 0260

ACCEPTED AND AGREED
as of the date first above written:

BMO BANK N.A., as Agent

By: 
Name: Mitchell A. Kinastowski
Title: Director

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Registered Trademarks and Trademark Applications

Mark	Application No.	Application Date	Registration No.	Registration Date	Status of Mark	Owner/ Applicant
KEEP IT FULL	97507952	7/18/22	7144966	8/22/23	Registered	New Milani Group LLC
STAY PUT	90868046	8/5/21	6883106	10/25/22	Registered	New Milani Group LLC
MILANI ERASE BASE	90825474	7/13/21	6881393	10/18/22	Registered	New Milani Group LLC
KEEP IT FULL MAXXX BALMSHELL	90825488	7/13/21	6881394	10/18/22	Registered	New Milani Group LLC
MILANI MAKERS	90668585	4/23/21	6881192	10/18/22	Registered	New Milani Group LLC
MILANI	90557544	3/3/21	6874988	10/18/22	Registered	New Milani Group LLC
AQUA BLOOM	90166166	9/8/20	6465217	8/24/21	Registered	New Milani Group LLC
NO PORE ZONE	88887058	4/24/20	6503324	9/28/21	Registered	New Milani Group LLC
MILANI AVOCADO	88828233	3/10/20	6381505	6/8/21	Registered	New Milani Group LLC
MILANI BLUEBERRY	88828238	3/10/20	6381506	6/8/21	Registered	New Milani Group LLC
MILANI CHERRY	88828246	3/10/20	6381507	6/8/21	Registered	New Milani Group LLC
MILANI PEACH	88828247	3/10/20	6381508	6/8/21	Registered	New Milani Group LLC
MILANI WEEKEND BROW	88811373	2/26/20	6342969	5/4/21	Registered	New Milani Group LLC
MILANI COLOR FETISH	88793692	2/11/20	6302562	3/23/21	Registered	New Milani Group LLC AKA Milani Cosmetics
SUPERCHARGED	88767679	1/21/20	6880451	10/18/22	Registered	New Milani Group LLC AKA Milani Cosmetics
LUXE FOR ALL	88743905	12/31/19	6290550	3/9/21	Registered	New Milani Group DBA Milani Cosmetics
MILANI	88641074	10/3/19	6099636	7/14/20	Registered	New Milani Group LLC
THE TANK	88595827	8/28/19	6109297	7/21/20	Registered	New Milani Group LLC
LUDICROUS	88579214	8/14/19	6097827	7/7/20	Registered	New Milani Group LLC
CHEEK KISS	88524389	7/19/19	6097771	7/7/20	Registered	New Milani Group LLC
UNDERSTATEMENT	88346888	3/19/19	6020299	3/24/20	Registered	New Milani Group LLC
THE WATERPROOF ONE	88346904	3/19/19	6131215	8/18/20	Registered	New Milani Group LLC
THE VIOLET ONE	88336233	3/12/19	5951707	12/31/19	Registered	New Milani Group LLC
MILANI SCREEN QUEEN	88252076	1/7/19	6114360	7/28/20	Registered	New Milani Group LLC
MILANI MOST WANTED	87923701	5/16/18	5909220	11/12/19	Registered	New Milani Group LLC
DANGEROUS LENGTHS	87923719	5/16/18	5822883	7/30/19	Registered	New Milani Group LLC
SOFT FOCUS GLOW	87923725	5/16/18	5801824	7/9/19	Registered	New Milani Group LLC
LUMINOSO	87923742	5/16/18	5909221	11/12/19	Registered	New Milani Group LLC
MILANI	87229018	11/7/16	6266818	2/9/21	Registered	New Milani Group LLC