

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM445734

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Barnet Products LLC	FORMERLY Barnet Products Corporation	09/28/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A., as Administrative Agent		
Street Address:	111 West Monroe Street		
Internal Address:	20E		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3333014	DERM SRC	
Registration Number:	4695386	ORCHIDYSSE	
Registration Number:	3176813	SPERMWAX	
Registration Number:	4947069	BPS COMPLEX	
Serial Number:	86758841	BARSOLEIL	
Registration Number:	2087616	CAROLANE	
Registration Number:	1112561	ROBANE	
CORRESPONDENCE DATA			
Fax Number:	3125585700		
<i>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.</i>			
Phone:	(312) 558-6352		
Email:	mfoy@winston.com		
Correspondent Name:	Michelle Foy, Winston & Strawn LLP		
Address Line 1:	35 West wacker Drive		
Address Line 2:	Suite 4200		
Address Line 4:	Chicago, ILLINOIS 60601-9703		
ATTORNEY DOCKET NUMBER:	13322.132		

CH \$190.00 3333014

NAME OF SUBMITTER:	Michelle Foy
SIGNATURE:	/Michelle Foy/
DATE SIGNED:	10/03/2017
Total Attachments: 5 source=Barnet_Trademark Security Agreement#page1.tif source=Barnet_Trademark Security Agreement#page2.tif source=Barnet_Trademark Security Agreement#page3.tif source=Barnet_Trademark Security Agreement#page4.tif source=Barnet_Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 28, 2017 is made by Barnet Products LLC (f/k/a Barnet Products Corporation), a Delaware limited liability company (the “Grantor”), in favor of BMO Harris Bank N.A., as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Lenders, the L/C Issuers (each as defined in the Credit Agreement referred to below), and itself as a Lender, and the other Credit Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement dated as of September 28, 2017 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”) among the Borrowers, Holdings, the other Loan Parties from time to time party thereto, the Administrative Agent and the Lenders and the L/C Issuers from time to time party thereto, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of September 28, 2017 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”) in favor of the Administrative Agent, to pledge its assets as security for the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, the Grantor is 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 the Administrative 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 the Borrowers thereunder, the Grantor hereby agrees with the Administrative Agent as follows:

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

Section 2. Grant of Security Interest in Trademark Collateral. The 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 the Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Credit Parties, and grants to the Administrative Agent for the benefit of the Credit Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;

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

(d) 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.

Section 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 the Administrative Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative 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.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall have full and complete responsibility for the prosecution, defense, enforcement or any other action in connection with its Trademarks subject to a security interest hereunder.

Section 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.

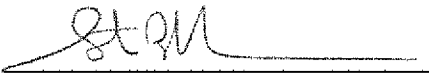
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the 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,

Barnet Products LLC (f/k/a Barnet Products Corporation), as Grantor

By: 

Name: Steve Kosann


Title: Chairman and Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006172 FRAME: 0060

ACCEPTED AND AGREED
as of the date first above written:

BMO HARRIS BANK N.A.,
as Administrative Agent

By: 
Name: Daniel Johnson
Title: Director

[Signature Page to Trademark Security Agreement]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Mark	Owner	Date	Registration / Application Number	Type
DERM SRC	Barnet Products LLC (f/k/a Barnet Products Corporation)	November 6, 2007	3,333,014	Standard Character Mark
ORCHIDYSSE	Barnet Products LLC (f/k/a Barnet Products Corporation)	March 3, 2015	4,695,386	Standard Character Mark
SPERMWAX	Barnet Products LLC (f/k/a Barnet Products Corporation)	November 28, 2006	3,176,813	Standard Character Mark
BPS COMPLEX	Barnet Products LLC (f/k/a Barnet Products Corporation)	April 26, 2016	4,947,069	Standard Character Mark
BARSOLEIL	Barnet Products LLC (f/k/a Barnet Products Corporation)	September 16, 2015	86,758,841	Standard Character Mark
CAROLANE	Barnet Products LLC (f/k/a Barnet Products Corporation)	August 12, 1997	2,087,616	Typed Drawing
ROBANE	Barnet Products LLC (f/k/a Barnet Products Corporation)	February 6, 1979	1,112,561	Typed Drawing

2. TRADEMARK APPLICATIONS

None.