

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM538513

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BEAUTY BIOSCIENCES LLC		08/27/2019	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A.		
Street Address:	237 Park Avenue		
Internal Address:	6th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 29			
Property Type	Number	Word Mark	
Registration Number:	3938245	ORGANICARE	
Registration Number:	4080486	BEAUTY BIOSCIENCE	
Registration Number:	4016956	RETINOSYN	
Registration Number:	4074997	TITRATION THERAPY	
Registration Number:	4419287	PREVENT AND PERFECT SERUM	
Registration Number:	4856616	PULSE THERAPY	
Registration Number:	4970392	GLOPRO	
Registration Number:	5189179	R45	
Registration Number:	5045156	AUTOADJUST	
Registration Number:	5009943	MICROSTIMULATION COLLAGEN TOOL	
Registration Number:	5104255	RETINOSYN-45	
Registration Number:	5265855	POWERPATCH	
Registration Number:	5509611	THE BEHOLDER	
Registration Number:	5635822	GLOPRO	
Registration Number:	5623968	GIVE BIGGER KISSES	
Registration Number:	3395002	BEAUTY & BIO	
Serial Number:	86903452	VISIGLO	
Serial Number:	87184625	PAINT & PLUMP	

CH \$740.00 3938245

Property Type	Number	Word Mark
Serial Number:	87414589	MICROCLIMATE
Serial Number:	87425134	BIOPLUMP
Serial Number:	87432889	HYPERVITAMIN
Serial Number:	87432938	THIGH HIGH
Serial Number:	87432958	TUMMY TUCKED
Serial Number:	87432988	BEAUTYBIO
Serial Number:	87433001	KNEECEPE AWAY
Serial Number:	87433047	BEAUTYBIO
Serial Number:	87712143	GLOBRO
Serial Number:	88529948	STERIGLO
Serial Number:	87794459	TRIFIRM

CORRESPONDENCE DATA

Fax Number: 2147455390

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: 2147455612

Email: ngraham@winstead.com

Correspondent Name: Nancy Graham c/o WINSTEAD PC

Address Line 1: 2728 N. Harwood Street

Address Line 2: Suite 500

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	13312-669
NAME OF SUBMITTER:	Nancy Graham
SIGNATURE:	/Nancy Graham/
DATE SIGNED:	08/28/2019

Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as it may be amended, restated, supplemented or otherwise modified from time to time, this “Agreement”) is entered into as of August 27, 2019 by and among BEAUTY BIOSCIENCES LLC, a Texas limited liability company (“Borrower”), each of its undersigned Domestic Subsidiaries party hereto (together with Borrower, collectively, the “Grantors”, and each a “Grantor”), and JPMORGAN CHASE BANK, N.A. (the “Lender”), on behalf of the Lender and the other Secured Parties.

BACKGROUND

The Grantors and the Lender are entering into a Credit Agreement dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”).

In connection with the Credit Agreement, the Grantors executed and delivered that certain Pledge and Security Agreement dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Lender, on behalf of the Secured Parties, pursuant to which the Grantors are required to execute and deliver this Agreement.

Each Grantor is entering into this Agreement in order to induce the Lender to enter into and extend credit to the Borrower under the Credit Agreement and to secure the Secured Obligations that it has agreed to guarantee pursuant to Article IX of the Credit Agreement.

ACCORDINGLY, the Grantors and the Lender, on behalf of the Secured Parties, hereby agree as follows:

ARTICLE I DEFINITIONS; OTHER TERMS

1.1 Terms Defined in Credit Agreement. All capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement.

1.2 Terms Defined in UCC. Capitalized terms used herein which are defined in the UCC and which are not otherwise defined in this Agreement are used herein as defined in the UCC.

1.3 Definitions of Certain Terms Used Herein. As used in this Agreement, in addition to the terms defined elsewhere herein, the following terms shall have the following meanings:

“Collateral” has the meaning assigned to it by Section 2.1 hereof.

“Copyrights” means, with respect to any Grantor, all of such Grantor’s right, title, and interest in and to the following: (a) all copyrights, rights and interests in copyrights, works protectable by copyright, copyright registrations, and copyright applications; (b) all renewals of any of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due and/or payable under any of the foregoing, including, without limitation, damages or payments for past or future infringements for any of the foregoing; (d) the right to sue for past, present, and future infringements of any of the foregoing; and (e) all rights corresponding to any of the foregoing throughout the world.

“Licenses” means, with respect to any Grantor, all of such Grantor’s right, title, and interest in and to the following: (a) any and all licensing agreements or similar arrangements in and to its Patents,

Copyrights, or Trademarks, (b) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future breaches thereof, and (c) all rights to sue for past, present, and future breaches thereof.

“Patents” means, with respect to any Grantor, all of such Grantor’s right, title, and interest in and to the following: (a) any and all patents and patent applications; (b) all inventions and improvements described and claimed therein; (c) all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof; (d) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements thereof; and (f) all rights corresponding to any of the foregoing throughout the world.

“Section” means a numbered section of this Agreement, unless another document is specifically referenced.

“Trademarks” means, with respect to any Grantor, all of such Grantor’s right, title, and interest in and to the following: (a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing; (b) all licenses of the foregoing, whether as licensee or licensor; (c) all renewals of the foregoing; (d) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (f) all rights corresponding to any of the foregoing throughout the world.

“UCC” means the Uniform Commercial Code, as in effect from time to time, of the State of Texas or of any other state the laws of which are required as a result thereof to be applied in connection with the attachment, perfection or priority of, or remedies with respect to, Lender’s Lien on any Collateral.

ARTICLE II GRANT OF SECURITY INTEREST

2.1 Grant of Security Interest. Each Grantor hereby pledges, assigns and grants to the Lender, on behalf of and for the benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under all of its now owned or existing and hereafter acquired or arising property described as follows (collectively, the “Collateral”) to secure the prompt and complete payment and performance of the Secured Obligations:

- (a) all Copyrights, including, without limitation, those listed on Exhibit A hereto;
- (b) all Trademarks, including, without limitation, those listed on Exhibit B hereto;
- (c) all Licenses, including, without limitation, those listed on Exhibit C hereto;
- (d) all Patents, including, without limitation, those listed on Exhibit D hereto; and
- (e) all accessions to, substitutions for and replacements, proceeds, insurance proceeds and products of the foregoing, together with all books and records, customer lists, credit files, computer files, programs, printouts and other computer materials and records related thereto and any General Intangibles at any time evidencing or relating to any of the foregoing.

2.2 Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the Lien granted to the Lender, on behalf of the Secured Parties, pursuant to the Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the Lien on the 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 Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control; provided, however, a more expansive or explanatory term or provision shall not be deemed a conflict.

ARTICLE III MISCELLANEOUS

3.1 Benefit of Agreement. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the Grantors, the Lender, the other Secured Parties and their respective successors and assigns, except that no Grantor shall have the right to assign its rights or delegate its obligations under this Agreement or any interest herein, without the prior written consent of the Lender. No sales of participations, assignments, transfers, or other dispositions of any agreement governing the Secured Obligations or any portion thereof or interest therein shall in any manner impair the Lien granted to the Lender, for the benefit of the Lender and the other Secured Parties, hereunder.

3.2 Survival of Representations. All representations and warranties of the Grantors contained in this Agreement shall survive the execution and delivery of this Agreement to the extent provided in the Credit Agreement.

3.3 Headings. The title of and section headings in this Agreement are for convenience of reference only, and shall not govern the interpretation of any of the terms and provisions of this Agreement.

3.4 Entire Agreement. This Agreement and the other Loan Documents embody the entire agreement and understanding between the Grantors and the Lender relating to the Collateral and supersedes all prior agreements and understandings between the Grantors and the Lender relating to the Collateral.

3.5 Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

3.6 CHOICE OF LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF TEXAS, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

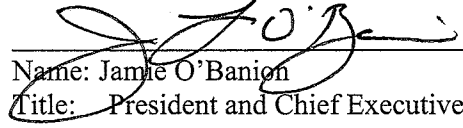
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IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by their respective duly authorized representatives as of the date first set forth above.

GRANTORS:

BEAUTY BIOSCIENCES LLC

By:


Name: Jamie O'Banion
Title: President and Chief Executive Officer

LENDER:

JPMORGAN CHASE BANK, N.A.

By: 

Name: Justin B. Kelley
Title: Executive Director

EXHIBIT A
COPYRIGHTS

None.

EXHIBIT B
TRADEMARKS

Country	Mark Name	Status	Applicat ion Number	Filed Date	Registra tion Number	Registr ation Date	Cl ass es	Class Description
United States of America	ORGANICAR E	Registe red – limited use in U.S.	77/288,905	2007-09-25	3,938,245	2011-03-29	3	3 - Personal body care products, namely, skin cleansing soaps, liquids, lotions, creams, foams, skin anti-aging liquids, lotions, creams, gels; skin moisturizing liquids, creams, and gels.
United States of America	BEAUTY BIOSCIENCE	Registe red	77/816,201	2009-08-31	4,080,486	2012-01-03	3	3 - Cosmetic and skin care goods, namely, skin cleansers, exfoliators, skin toners, skin moisturizers and wrinkle removing skin care preparations.
United States of America	RETINOSYN	Registe red	85/075,545	2010-06-30	4,016,956	2011-08-23	3	3 - Cosmetics.
United States of America	TITRATION THERAPY	Registe red	85/131,252	2010-09-16	4,074,997	2011-12-20	3	3 - Cosmetic preparations.
United States of America	PREVENT AND PERFECT SERUM ¹	Registe red	85/560,626	2012-03-05	4,419,287	2013-10-15	3	3 - Body and beauty care cosmetics.
United States of America	PULSE THERAPY	Registe red	86/392,023	2014-09-11	4,856,616	2015-11-17	3	3 - Cosmetic preparations for skin care.
United States of America	GLOPRO	Registe red	86/635,924	2015-05-20	4,970,392	2016-05-31	10	10 - Microneedle dermal roller.
United States of America	R45	Registe red	86/904,018	2016-02-10	5,189,179	2017-04-25	3	3 - Beauty serums; Non-medicated anti-aging serum; Skin care products, namely, non-medicated skin serum.
United States of America	AUTOADJUST	Registe red	86/904,048	2016-02-10	5,045,156	2016-09-20	3	3 - Cosmetic creams; Make-up primer; Sunscreen creams; Skin and body topical lotions, creams and oils for cosmetic use.
United States of America	MICROSTIMULATION COLLAGEN TOOL	Registe red	86/924,272	2016-03-01	5,009,943	2016-07-26	10	10 - Microneedle dermal roller.
United States of America	RETINOSYN-45	Registe red	87/013,545	2016-04-25	5,104,255	2016-12-20	3	3 - Cosmetic creams for skin care; Beauty serums; Retinol cream for cosmetic purposes.
United States of America	POWERPATC H	Registe red	87/310,718	2017-01-23	5,265,855	2017-08-15	3	3 - Gel eye masks; Body masks; Facial masks; Facial beauty masks; Gel eye masks; Gel eye masks; Skin masks; Skin moisturizer masks.
United States of America	THE BEHOLDER	Registe red	87/432,932	2017-05-02	5509611	2018-07-03	3	3 - Eye cream.
United States of America	GLOPRO	Registe red	87/644,747	2017-10-13	5,635,822	2018-12-25	3	3 - Non-medicated skin care preparations marketed and used in connection with a face and skin tool.
United States of America	GIVE BIGGER KISSES	Registe red	87/679,751	2017-11-10	5,623,968	2018-12-04	3	3 - Non-medicated serums for use on lips.

¹ This mark is not in use.

<u>Country</u>	<u>Mark Name</u>	<u>Status</u>	<u>Applicat ion Number</u>	<u>Filed Date</u>	<u>Registra tion Number</u>	<u>Registr ation Date</u>	<u>Cl ass es</u>	<u>Class Description</u>
United States of America	BEAUTY & BIO STYLIZED AND DESIGN	Registered	78/950,933	2006-08-12	3395002	2008-03-11	3	3 - Cleansing milk, slimming cream in the nature of Cellulite reduction cream, facial purifying mask, toner lotion, eye cream and gels, night cream, day skin cream, skin cleansing gel, skin exfoliating gel.

TRADEMARK APPLICATIONS

<u>Country</u>	<u>Mark Name</u>	<u>Status</u>	<u>Application Number</u>	<u>Filed Date</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Classes</u>	<u>Class Description</u>
United States of America	VISIGLO	Allowed	86/903,452	2016-02-10			3	3 - Anti-aging creams; Beauty serums; Non-medicated anti-aging serum; Non-medicated facial and eye serum containing antioxidants.
United States of America	PAINT & PLUMP	Allowed	87/184,625	2016-09-27			3	3 - Beauty creams; Beauty serums; Non-medicated anti-aging serum; Skin care products, namely, non-medicated skin serum.
United States of America	MICROCLIMATE	Allowed	87/414,589	2017-04-17			3	3 - Body masks; Beauty masks; Gel eye masks; Skin masks.
United States of America	BIOPLUMP	Allowed	87/425,134	2017-04-25			3	3 - Non-medicated anti-aging serum.
United States of America	HYPERVITAMIN	Allowed	87/432,889	2017-05-02			3	3 - Skin creams.
United States of America	THIGH HIGH	Allowed	87/432,938	2017-05-02			3	3 - Cosmetic preparations, namely, firming creams.
United States of America	TUMMY TUCKED	Allowed	87/432,958	2017-05-02			3	3 - Body masks.

<u>Country</u>	<u>Mark Name</u>	<u>Status</u>	<u>Application Number</u>	<u>Filed Date</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Classes</u>	<u>Class Description</u>
United States of America	BEAUTYBIO	Application (published)	87/432,988	2017-05-02			10	10 - Microneedle dermal roller.
United States of America	KNEECREPE AWAY	Application (received likelihood-of-confusion refusal based on Guthy-Renker's CREPE AWAY registration; considering rebranding)	87/433,001	2017-05-02			3	3 - Body masks.
United States of America	BEAUTYBIO	Application (published)	87/433,047	2017-05-02			3	3 - Beauty serums; Body masks; Cosmetic preparations, namely, firming creams; Cosmetics; Eye cream; Non-medicated skin serums; Skin cleansers; Skin creams; Skin moisturizer; Skin toners.
United States of America	GLOBRO	Allowed	87/712,143	2017-12-07			10	10 - Microneedle dermal roller.
United States of America	STERIGLO	Application	88/529,948	2019-07-23			3	3 - Anti-aging peptide complex sold as an ingredient in skin cleansing wipes and pads
United States of America	TRIFIRM	Allowed	87/794,459	2018-02-12			3	3 - Skin creams.

EXHIBIT C

LICENSES

Grantor	Name of Agreement	Date of Agreement	Parties to Agreement (other than Grantor)
Beauty BioSciences LLC	Master Service Agreement	December 21, 2018	DiCentral
Beauty BioSciences LLC	Hosted Services Agreement	August 20, 2018	Social Toaster Inc.
Beauty BioSciences LLC	CyberSource Merchant Services Agreement	October 18, 2018	CyberSource Corporation; BMO Harris Bank N.A.
Beauty BioSciences LLC	Vendor Terms Card	May 22, 2018	Holt, Renfrew & Co., Limited
Beauty BioSciences LLC	Vendor Agreement	August 19, 2018	Sephora USA, Inc.
Beauty BioSciences LLC	Client Agreement	June 13, 2010	Multi Media Exposure; Jamie O'Banion
Beauty BioSciences LLC	Manufacturing and Supply Agreement	May 12, 2016	All-line International Limited
Beauty BioSciences LLC	Afterpay Merchant Agreement	September 5, 2018	Afterpay US, Inc.
Beauty BioSciences LLC	Service Order #00024084	July 29, 2019	Bazaarvoice, Inc.
Beauty BioSciences LLC	Automated Payment Terms	December 3, 2018	Criteo S.A.
Beauty BioSciences LLC	QVC, Inc. Drop Ship Agreement	March 22, 2019	QVC, INC.
Beauty BioSciences LLC	Master Services Agreement	June 24, 2019	Studiocase, LLC
Beauty BioSciences LLC	Master Subscription Agreement	April 27, 2019	Zmags Corporation

EXHIBIT D

PATENTS

<u>Invention</u>	<u>Technical Field</u>	<u>Filing Office</u>	<u>Patent Number / Application Number</u>	<u>Date of Patent / Filing Date</u>
GloPRO	Apparatus, System, and Method to Deliver Optimal Elements in Order to Enhance the Aesthetic Appearance of the Skin	USPTO	Patent No.: 8,376,984 Appl. No.: 11/183,000	Date of Patent: February 19, 2013 Application Filed: July 14, 2005