

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM612534

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Personalized Beauty Discovery, Inc.		12/04/2020	Corporation: DELAWARE
Boxy Charm, Inc.		12/04/2020	Corporation: FLORIDA
Beauty Perspectives, LLC		12/04/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	237 Park Avenue, Floor 06		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	6100651	CC	
Registration Number:	5500766	BOXYCHARM	
Registration Number:	5326917	BOXYCHARM	
Registration Number:	5326919	BOXYCHARM	
Registration Number:	4726569	BOXYCHARM	
Registration Number:	5326918	HELLO, CHARMER!	
Registration Number:	5426253		
Registration Number:	5360106	BC	
Registration Number:	5275646	GENERATION BEAUTY	
Registration Number:	5273098	GLAM BAG	
Registration Number:	5344754	IPSY	
Registration Number:	6076249	SYN-TECH	
Registration Number:	4917592	GB	
Registration Number:	4917586	IPSY	
Registration Number:	5057121	IPSY	
Registration Number:	6206614	IPSY LIVE	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4295809	IPSY
Registration Number:	4803699	IPSY
Registration Number:	6045451	DESTINATION: IPSY
Serial Number:	88734091	COMPLEX CC CULTURE
Serial Number:	88483119	DISCOVER YOURSELF
Registration Number:	5326916	BOXYCHARM

CORRESPONDENCE DATA

Fax Number: 8009144240
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: 800-713-0755
Email: james.murray@wolterskluwer.com, ECarrera@cahill.com
Correspondent Name: CT Corporation
Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	12/04/2020

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is entered into as of December 4, 2020, by and among Personalized Beauty Discovery, Inc., Boxy Charm, Inc. and Beauty Perspectives (each a “Grantor”) and JPMorgan Chase Bank, N.A., in its capacity as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”).

PRELIMINARY STATEMENTS

WHEREAS, each Grantor is party to that certain Pledge and Security Agreement, dated as of December 4, 2020 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented or otherwise modified, the “Security Agreement”), in favor of the Collateral Agent pursuant to which each Grantor granted to the Secured Parties a security interest in and continuing lien on, certain intellectual property rights owned by each Grantor and pursuant to which each Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each 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 in Trademark Collateral. Each Grantor hereby pledges and grants to the Collateral Agent for itself and the ratable benefit of the Secured Parties a continuing lien on and security interest in and to all of its right, title and interest in, to and under (a) all Trademarks owned by or exclusively licensed to each Grantor, including but not limited to the Trademarks listed on Schedule I attached hereto but excluding any “intent-to-use” trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a “Statement of Use” and issuance of a “Certificate of Registration” pursuant to Section 1(d) of the Lanham Act or an accepted filing of an “Amendment to Allege Use” whereby such “intent-to-use trademark” application is converted to a “use in commerce” application pursuant to Section 1(c) of the Lanham Act; (b) all extensions or renewals of any of the foregoing; (c) all of the goodwill of the business connected with the use of and symbolized by the foregoing; (d) the right to sue for past, present and future infringement, dilution or violation of any of the foregoing or for any injury to goodwill; and (e) all Proceeds of the foregoing, including without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit (collectively, the “Trademark Collateral”). Notwithstanding the foregoing or anything herein to the contrary, in no event shall the “Trademark Collateral” include, or the security interests attach to, any Excluded Asset.

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 pursuant to the Security Agreement, and should not be deemed to grant a broader security interest in the Trademark Collateral than what is granted by each Grantor to the Collateral Agent in the Security Agreement. Each 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 (and are expressly subject to the terms and conditions thereof), the

terms and provisions of which are incorporated by reference 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. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge and deliver to each Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

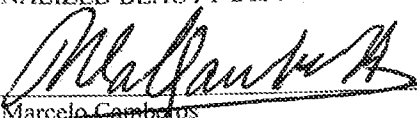
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

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.

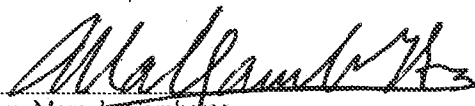
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IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PERSONALIZED BEAUTY DISCOVERY, INC.

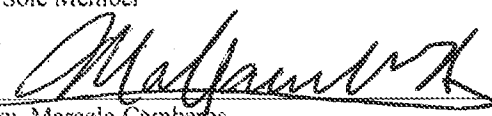
By: 
Name: Marcelo Cambrios
Title: Chief Executive Officer

BOXY CHARM, INC.

By: 
Name: Marcelo Cambrios
Title: Chief Executive Officer, Secretary and Treasurer

BEAUTY PERSPECTIVES, LLC

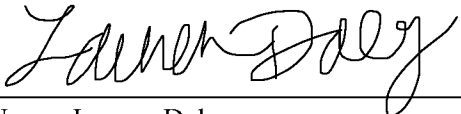
By: Personalized Beauty Discovery, Inc.
Its: Sole Member

By: 
Name: Marcelo Cambrios
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

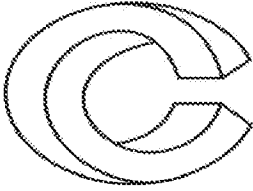




Accepted and Agreed:

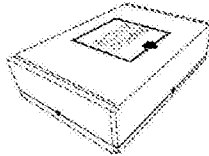
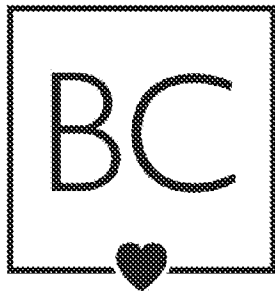
JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By: 
Name: Lauren Daley
Title: Authorized Officer

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS:

Trademark	Application No.	Registration No.	Owner
CC 	88/734,054	6100651	Beauty Perspectives, LLC
COMPLEX C CULTURE 	88/734,091		Beauty Perspectives, LLC
BOXYCHARM	87/484,158	5,500,766	Boxy Charm, Inc.
BOXYCHARM	87/275,175	5326916	Boxy Charm, Inc.
BOXYCHARM 	87/275,222	5326917	Boxy Charm, Inc.
BOXYCHARM 	87/275,250	5326919	Boxy Charm, Inc.
BOXYCHARM 	86/306,376	4726569	Boxy Charm, Inc.
HELLO, CHARMER!	87/275,236	5326918	Boxy Charm, Inc.
DESIGN	87/456,637	5426253	Boxy Charm, Inc.

Trademark	Application No.	Registration No.	Owner
			
BC 	87/497,821	5360106	Boxy Charm, Inc.
DISCOVER YOURSELF	88/483,119		Personalized Beauty Discovery, Inc.
GENERATION BEAUTY	87/296,967	5275646	Personalized Beauty Discovery, Inc.
GLAM BAG	87/296,905	5273098	Personalized Beauty Discovery, Inc.
IPSY	87/296,860	5344754	Personalized Beauty Discovery, Inc.
SYN-TECH	88/417,355	6076249	Personalized Beauty Discovery, Inc.
GB	86/513,114	4917592	Personalized Beauty Discovery, Inc.
IPSY	86/512,937	4917586	Personalized Beauty Discovery, Inc.
IPSY	86/512,930	5057121	Personalized Beauty Discovery, Inc.
IPSY LIVE	88/417,728	6206614	Personalized Beauty Discovery, Inc.
IPSY	85/731,022	4295809	Personalized Beauty Discovery, Inc.
IPSY	86/512,944	4803699	Personalized Beauty Discovery, Inc.
DESINATION: IPSY	88/407,898	6045451	Personalized Beauty Discovery, Inc.