TRADEMARK ASSIGNMENT COVER SHEET

ETAS ID: TM767956 Electronic Version v1.1

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
THE PERSONALIZED BEAUTY COMPANY, INC.		11/14/2022	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent	
Street Address:	10 SOUTH DEARBORN	
City:	CHICAGO	
State/Country:	ILLINOIS	
Postal Code:	60603	
Entity Type:	National Banking Association: UNITED STATES	

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark	
Registration Number:	5627344	MXT	
Registration Number:	5162457	MXT	

CORRESPONDENCE DATA

Fax Number: 2149813400

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: 214-981-3483 Email: dclark@sidley.com **Correspondent Name:** Dusan Clark, Esq. Sidley Austin LLP Address Line 1:

Address Line 2: 2021 McKinney Ave., Suite 2000

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	036084-30126
NAME OF SUBMITTER:	Dusan Clark
SIGNATURE:	/Dusan Clark/
DATE SIGNED:	11/15/2022

Total Attachments: 4

source=The Beauty Health Company - 2022 Confirmatory Grant of SI in Trademarks (TPBC)#page1.tif source=The Beauty Health Company - 2022 Confirmatory Grant of SI in Trademarks (TPBC)#page2.tif

> TRADEMARK **REEL: 007913 FRAME: 0169**

900732191

source=The Beauty Health Company - 2022 Confirmatory Grant of SI in Trademarks (TPBC)#page3.tif source=The Beauty Health Company - 2022 Confirmatory Grant of SI in Trademarks (TPBC)#page4.tif

CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (the "Confirmatory Grant") is made effective as of November 14, 2022, by and from THE PERSONALIZED BEAUTY COMPANY, INC., a Delaware corporation (the "Grantor"), to and in favor of JPMORGAN CHASE BANK, N.A., (the "Grantee") for itself and as Administrative Agent for the Secured Parties (as defined in the Credit Agreement referenced below).

WHEREAS, the Grantor, the other Loan Parties party thereto, the Lenders party thereto and Grantee have entered into an Amended and Restated Credit Agreement dated as of the date hereof (as may be amended, restated, supplemented or otherwise modified from time to time, the "<u>Credit Agreement</u>").

WHEREAS, the Grantor, the other Loan Parties and the Grantee have entered into an Amended and Restated Pledge and Security Agreement dated as of the date hereof (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, the Grantor owns the trademarks (the "<u>Trademarks</u>") listed on <u>Exhibit A</u> attached hereto, which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) <u>Definitions</u>. All capitalized terms not defined herein shall have the respective meanings given to them in the Credit Agreement.

2) The Security Interest.

- (a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Secured Obligations. Upon the payment in full of all Secured Obligations (other than Unliquidated Obligations that have not yet arisen), Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Grantor all reasonably requested instruments in writing or otherwise, releasing the security interest in the Trademarks acquired under this Confirmatory Grant.
- (b) The Grantor hereby grants to Grantee a security interest in (1) all of Grantor's right, title and interest in and to the Trademarks now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds and products of the Trademarks, (3) the goodwill associated with such Trademarks, and (4) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same.

- 3) Counterparts. This Confirmatory Grant 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. Delivery of an executed counterpart of a signature page of this Agreement that is an Electronic Signature transmitted by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page shall be effective as delivery of a manually executed counterpart of this Confirmatory Grant.
- 4) <u>Governing Law</u>. This Confirmatory Grant 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.

US-DOCS\134964715.2

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest in United States Trademarks effective as of the date first written above.

THE PERSONALIZED BEAUTY COMPANY, INC.

BV:

Name: Jack Davies
Title: Director

RECORDED: 11/15/2022

CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

Registered Trademarks:

<u> </u>	;		MX	
2	ì		^	Mark
INT. CL. 3 NON-MEDICATED SKIN CARE PREPARATIONS, NAMELY,07-JAN-2016 CREAMS, SERUMS, LOTIONS, GELS, CLEANSERS, MASKS, AND SCRUBS		INT. CL. 3 NON-MEDICATED SKIN CARE PREPARATIONS, NAMELY, 27-APR-2018 CREAMS, SERUM, LOTIONS, GELS, CLEANSERS, MASKS, AND	ω 	Class
		27-APR-2018	87896711	App. No./ App. Date
14-MAR-2017		11-DEC-2018	5627344	Reg. No./ Reg. Date
PERSONALIZED BEAUTY COMPANY, INC.	PANY, INC.	PERSONALIZED BEAUTY	計	Current Owner
zegistered	-		Registered	Status

Pending Trademarks: