

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI145287

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MGH Beauty, LLC		09/30/2023	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	Midcap Financial Trust		
<b>Street Address:</b>	7255 Woodmont Avenue		
<b>Internal Address:</b>	Suite 300		
<b>City:</b>	Bethesda		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20814		
<b>Entity Type:</b>	Statutory Trust: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	98200583	TERRA MARE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	885644106		
<b>Email:</b>	legal@goldenhippo.com		
<b>Correspondent Name:</b>	Yuanyi Long		
<b>Address Line 1:</b>	23251 Mulholland Drive		
<b>Address Line 4:</b>	Woodland Hills, CALIFORNIA 91364		
<b>NAME OF SUBMITTER:</b>	Yuanyi Long		
<b>SIGNATURE:</b>	Yuanyi Long		
<b>DATE SIGNED:</b>	04/04/2024		
<b>Total Attachments: 8</b>			
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## IP SECURITY AGREEMENT SUPPLEMENT

This IP Security Agreement Supplement, dated as of September 30, 2023 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement Supplement”), is among the Persons listed on the signature pages hereof (collectively, the “Grantors”) and MidCap Financial Trust, as agent for the Lenders (in such capacity, together with its successors and assigns, the “Administrative Agent”).

WHEREAS, ALTERN MARKETING, LLC, a California limited liability company (“Borrower”), has entered into that certain Revolving Credit, Term Loan and Security Agreement, dated as of June 13, 2023 (as may be amended, modified, supplemented, renewed, restated or replaced from time to time, the “Credit Agreement”), by and among the Borrower, each other guarantor from time to time party thereto (collectively, the “Guarantors” and, together with the Borrower, collectively the “Loan Parties” and each a “Loan Party”), the financial institutions or other entities party thereto as lenders from time to time (collectively, the “Lenders” and each a “Lender”), and the Administrative Agent. Capitalized terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, under the terms of the Credit Agreement, the Grantors have assigned, pledged and granted to the Administrative Agent (and its successors and assigns), for the benefit of the Secured Parties, a continuing security interest in and to and Lien on, among other property, certain intellectual property of the Grantors, and have agreed thereunder to execute this IP Security Agreement Supplement for recording with the United States Patent and Trademark Office (“USPTO”) and/or the United States Copyright Office (“USCO”), as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

Section 1. **Grant of Security.** To secure the prompt payment and performance in full to the Administrative Agent, Issuer and each Lender (and each other holder of any Obligations) of the Obligations, each Grantor hereby assigns, pledges and grants to the Administrative Agent (and its successors and assigns), for its benefit and for the ratable benefit of the other Secured Parties, a continuing security interest in and to and Lien on all of such Grantor’s right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising and wheresoever located (the “**Collateral**”):

a. all Patents, including the issued Patents and Patent applications set forth in Schedule A hereto (the “**Patent Collateral**”);

b. all Trademarks, including the Trademark registrations and applications set forth in Schedule B hereto, together, in each case, with the goodwill symbolized thereby (the “**Trademark Collateral**”);

c. all Copyrights, whether registered or unregistered, and all exclusive licenses granted to such Grantor in registered Copyrights, including, without limitation, the Copyright

registrations and applications and exclusive licenses to registered Copyrights set forth in Schedule C hereto (the “**Copyright Collateral**”);

d. all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing;

e. all rights in the foregoing corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

f. any and all claims for damages or injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

g. any and all proceeds and products of the foregoing, in whatever form, and all supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing;

**provided that** notwithstanding anything to the contrary contained in the foregoing clauses (i) through (vii) or elsewhere in the Loan Documents, the security interest created hereby shall not extend to, and the term “Collateral” shall not include, any Excluded Property.

**Section 2. Security for Obligations.** The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement Supplement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Credit Agreement (as such Credit Agreement may be amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

**Section 3. Recordation.** Each Grantor authorizes and requests that each of the Register of Copyrights of the USCO, the Commissioner for Patents of the USPTO and the Commissioner for Trademarks of the USPTO, or the equivalent official in an applicable jurisdiction outside the United States, record this IP Security Agreement Supplement.

**Section 4. Execution in Counterparts.** This IP Security Agreement Supplement may be executed in any number of counterparts and by different parties hereto on separate counterparts, all of which, when so executed, shall be deemed to be an original, but all such counterparts shall constitute one and the same agreement. Any signature (including electronic signatures) delivered by a party by facsimile or electronic transmission (including email transmission of a PDF image) shall be deemed to be an original signature hereto.

**Section 5. Grants, Rights and Remedies.** This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Credit Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated herein by

reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement Supplement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

**Section 6. Governing Law; Jurisdiction; Etc.**

(a) THIS IP SECURITY AGREEMENT SUPPLEMENT AND ALL MATTERS RELATING HERETO OR ARISING HEREFROM (WHETHER ARISING UNDER CONTRACT LAW, TORT LAW OR OTHERWISE) SHALL, IN ACCORDANCE WITH SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK, BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

(b) Any judicial proceeding brought by or against any Grantor with respect to this IP Security Agreement or any related agreement may be brought in any court of competent jurisdiction in the State of New York, United States of America, and, by execution and delivery of this IP Security Agreement, each Grantor accepts for itself and in connection with its properties, generally and unconditionally, the non-exclusive jurisdiction of the aforesaid courts, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this IP Security Agreement.

(c) Any judicial proceeding brought by Grantor hereto against any Agent or any Lender involving, directly or indirectly, any matter or claim in any way arising out of, related to or connected with this IP Security Agreement or any related agreement, shall be brought only in a federal or state court located in the City and County of New York, Borough of Manhattan.

(d) Each party hereto irrevocably consents to service of process in the manner provided for in Section 16.1 of the Credit Agreement. Nothing in this IP Security Agreement will affect the right to serve process in any manner permitted by law or shall limit the right of the Agent or any Lender to bring proceedings against any Grantor in the courts of any other jurisdiction.

(e) EACH PARTY TO THIS IP SECURITY AGREEMENT SUPPLEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, COUNTERCLAIM, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING UNDER THIS IP SECURITY AGREEMENT SUPPLEMENT, ANY OTHER DOCUMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith, OR (B) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS IP SECURITY AGREEMENT SUPPLEMENT, ANY OTHER DOCUMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith, OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE AND EACH PARTY HEREBY CONSENTS THAT ANY SUCH CLAIM, COUNTERCLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS IP SECURITY AGREEMENT SUPPLEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF

THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENTS OF  
THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

[Signatures to Follow on Separate Page]

IN WITNESS WHEREOF, each Grantor and the Administrative Agent have caused this IP Security Agreement Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.




MGH BEAUTY, LLC

By:   
Name: Lior Gigi  
Title: Senior Vice President, Finance

MIDCAP FINANCIAL TRUST

By: Apollo Capital Management, L.P.,  
its investment manager

By: Apollo Capital Management GP, LLC,  
its general partner

By:   
Name: Maurice Amsellem  
Title: Authorized Signatory

**SCHEDULE A – PATENTS**

**PATENTS AND PATENT APPLICATIONS**

None.



**SCHEDULE B – TRADEMARKS**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

Trademarks	Owner	Registration or Filing Date	Status	Registration or Serial No.
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Terra Mare	MGH Beauty, LLC	09/27/2023	Applied	98200583
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

**SCHEDULE C – COPYRIGHTS**

**REGISTERED COPYRIGHTS**

None.

**COPYRIGHT APPLICATIONS**

None.

**EXCLUSIVE COPYRIGHT LICENSES**

None.