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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 Assignment ID: TMI204961

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
RV Skincare Brands LLC		04/30/2024	Limited Liability Company: DELAWARE

### **RECEIVING PARTY DATA**

Company Name:	SG Stonegate Asset Company I, LLC
Street Address:	123 N Upper Wacker Drive
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Limited Liability Company: DELAWARE

# **PROPERTY NUMBERS Total: 10**

Property Type	Number	Word Mark
Registration Number:	3311890	PEAU MAGNIFIQUE
Registration Number:	2539403	RE VIVE
Registration Number:	2970559	RESEARCH. RENEWAL. RESULTS.
Registration Number:	3074901	VOLUMIZING SERUM
Registration Number:	2491295	FERMITIF
Registration Number:	2423796	SENSITIF
Registration Number:	2874338	INTENSITE
Registration Number:	2875712	RÉ VIVE. GET THE GLOW.
Registration Number:	4637752	RRRR
Registration Number:	3787890	ACNE REPARATIF RÉ VIVE

### **CORRESPONDENCE DATA**

**Fax Number:** 6142803548

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.

using a lax number, if provided, if that is unsuccessful, it will be sent via 03 mail.

**Phone:** 6142803548

**Email:** erin.roberson@wolterskluwer.com

Correspondent Name: Erin Roberson

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

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Address Line 4: Colur	mbus, OHIO 43219
NAME OF SUBMITTER:	Erin Roberson
SIGNATURE:	Erin Roberson
DATE SIGNED:	05/01/2024
Total Attachments: 7 source=98672295 4#page1.tif source=98672295 4#page2.tif source=98672295 4#page3.tif	
source=98672295 4#page4.tif source=98672295 4#page5.tif source=98672295 4#page6.tif source=98672295 4#page7.tif	

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### INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "<u>Agreement</u>") dated as of April 30, 2024 by RV SKINCARE BRANDS LLC, a Delaware limited liability company ("<u>Grantor</u>") in favor of SG STONEGATE ASSET COMPANY I, LLC, a Delaware limited liability company (together with its successors and assigns, "<u>Lender</u>"):

## WITNESSETH

WHEREAS, Grantor, RV Skincare LLC, a Delaware limited liability company (the <u>Borrower</u>") and Lender are parties to a certain Loan and Security Agreement as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "<u>Loan Agreement</u>") providing for the extensions of credit to be made to Borrowers by Lender; and

WHEREAS, Grantor has granted to Lender a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, copyrights, and patents, together with the goodwill of the business symbolized by Grantor's trademarks, patents and copyrights and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Loan Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

- 1. <u>Incorporation of Loan Agreement</u>. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference into this Agreement. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.
- 2. <u>Grant of Security Interests</u>. To secure the payment and performance of the Obligations, Grantor hereby grants to Lender a continuing security interest in Grantor's entire right, title and interest in, to and under the following, whether now owned or existing or hereafter created, acquired or arising:
  - (i) each trademark, patent and copyright listed on <u>Schedule 1</u> annexed hereto, (such trademarks, patents and copyrights, the "<u>Trademarks</u>", "<u>Patents</u>" and "<u>Copyrights</u>") together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Patent and Copyright, as applicable in each case; and
  - (ii) all products and proceeds of the forgoing, including without limitation, any claim by such Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, Copyright or Patent, or (b) injury to the goodwill associated with any Trademark.

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- 3. <u>Representations and Warranties</u>. Grantor hereby represents and warrants that the Trademarks, Patents and Copyrights listed on <u>Schedule I</u> attached hereto constitute all registrations of and applications for trademarks, patents and copyrights owned by Grantor as of the date hereof.
- 4. Right to Bring Suit. Grantor shall have the right, with the prior written consent of Lender, which consent shall not be unreasonably withheld, conditioned or delayed, to bring suit in its own name to enforce the Trademarks, Patents and Copyrights, in which case Lender may, at Lender's option, be joined as a nominal party to this suit if Lender shall be satisfied that the joinder is necessary and that Lender is not incurring any risk of liability by that joinder. Grantor shall promptly, upon demand, reimburse and indemnify, defend, and hold harmless Lender for all damages, costs and expenses, including reasonable attorneys' fees, incurred by Lender pursuant to this paragraph, other than as a result of gross negligence or willful misconduct (all of which shall be reasonable prior to the occurrence and continuance of an Event of Default).
- 5. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW). FURTHER, THE LAW OF THE STATE OF NEW YORK SHALL APPLY TO ALL DISPUTES OR CONTROVERSIES ARISING OUT OF OR CONNECTED TO OR WITH THIS AGREEMENT WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).
- CONSENT TO JURISDICTION; WAIVER OF JURY TRIAL. ANY LEGAL ACTION, SUIT OR PROCEEDING WITH RESPECT TO THIS AGREEMENT SHALL BE BROUGHT EXCLUSIVELY IN THE COURTS OF THE STATE OF NEW YORK IN THE COUNTY OF NEW YORK OR IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, AND THE UNDERSIGNED HEREBY ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, GENERALLY UNCONDITIONALLY IN CONNECTION WITH ANY SUCH LEGAL ACTION, SUIT OR PROCEEDING, THE JURISDICTION OF THE AFOREMENTIONED COURTS. UNDERSIGNED. AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, EACH KNOWINGLY, VOLUNTARILY INTENTIONALLY WAIVE IRREVOCABLY, ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS AGREEMENT, THE LOAN AGREEMENT, ANY NOTE, ANY OTHER LOAN DOCUMENT. ANY OF THE OTHER OBLIGATIONS, THE COLLATERAL, OR ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HEREWITH OR THEREWITH OR ARISING FROM ANY LENDING RELATIONSHIP EXISTING IN CONNECTION WITH ANY OF THE FOREGOING, OR ANY COURSE OF CONDUCT OR COURSE OF DEALING IN WHICH THE UDNERSIGNED ARE ADVERSE PARTIES, AND EACH AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR LENDER GRANTING ANY FINANCIAL ACCOMMODATION TO BORROWER.

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7. <u>Notices</u>. Any notice required or permitted to be given under this Security Agreement shall be sent in accordance with Section 13.17 of the Loan Agreement.

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IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

RV SKINCARE BRANDS LLC

3v: John Elmer

Name: John Elmer

Title: Chief Financial Officer

DocuSigned by:

Agreed and accepted as of the date first written above:

SG STONEGATE ASSET COMPANY I, LLC

By: Ryan Woody

Name: Ryan Woody

Title: Authorized Signatory

[Signature page to Intellectual Property Security Agreement]

TRADEMARK REEL: 008417 FRAME: 0494

# SCHEDULE 1

(a) Issued Patents and Patent Applications

None.

(b) Registered Trademarks and Trademark Applications

3787890	May 11, 2010	ACNE REPARATIF RÉ VIVE	RV SKINCARE BRANDS LLC
4637752	Nov. 11, 2014	<b>₩</b>	RV SKINCARE BRANDS LLC
2875712	Aug. 17, 2004	RÉ VIVE. GET THE GLOW.	RV SKINCARE BRANDS LLC
2874338	Aug. 17, 2004	INTENSITE	RV SKINCARE BRANDS LLC
2423796	Jan. 23, 2001	SENSITIF	RV SKINCARE BRANDS LLC
2491295	Sep. 18, 2001	FERMITIF	RV SKINCARE BRANDS LLC
3074901	Mar. 28, 2006	VOLUMIZING SERUM	RV SKINCARE BRANDS LLC
2970559	Jul. 19, 2005	RESEARCH. RENEWAL. RESULTS.	RV SKINCARE BRANDS LLC
2539403	Feb. 19, 2002	RE VIVE	RV SKINCARE BRANDS LLC
3311890	Oct. 16, 2007	PEAU MAGNIFIQUE	RV SKINCARE BRANDS LLC
Registration Number	Registration Date	Trademark	Grantor

(c) Registered Copyrights and Copyright Applications

None.

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**RECORDED: 05/01/2024**