

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5447886

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
MARKWINS BEAUTY PRODUCTS, INC.	03/28/2019
PHYSICIANS FORMULA COSMETICS, INC.	03/28/2019
MARKWINS BEAUTY BRANDS, INC.	03/28/2019
RECEIVING PARTY DATA	
Name:	JPMORGAN CHASE BANK, N.A.
Street Address:	10 S. DEARBORN STREET
Internal Address:	FLOOR 9
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603
PROPERTY NUMBERS Total: 43	
Property Type	Number
Patent Number:	9981773
Patent Number:	6723307
Patent Number:	9850028
Patent Number:	D798731
Patent Number:	D506576
Patent Number:	D533943
Patent Number:	D535397
Patent Number:	D523587
Patent Number:	D536137
Patent Number:	D621548
Patent Number:	D640834
Patent Number:	D530857
Patent Number:	D522696
Patent Number:	D758866
Patent Number:	D758867
Patent Number:	D797553
Patent Number:	D758854

PATENT

Property Type	Number
Patent Number:	D758855
Patent Number:	D758856
Patent Number:	D758857
Patent Number:	D798732
Patent Number:	D821760
Patent Number:	D821101
Patent Number:	D522174
Patent Number:	D517728
Patent Number:	D516744
Patent Number:	D516745
Patent Number:	D516743
Patent Number:	D516742
Patent Number:	D518230
Patent Number:	D508145
Patent Number:	D519241
Patent Number:	D519240
Patent Number:	D521187
Patent Number:	D532558
Patent Number:	D549393
Patent Number:	D599113
Patent Number:	D567077
Patent Number:	D583100
Patent Number:	D582099
Patent Number:	D582100
Patent Number:	D583505
Application Number:	15982927

CORRESPONDENCE DATA

Fax Number: (312)706-9000

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: 312-701-8352

Email: ejpalmer@mayerbrown.com, mdecember@mayerbrown.com

Correspondent Name: ERICK J. PALMER

Address Line 1: P.O. BOX 2828

Address Line 4: CHICAGO, ILLINOIS 60690-2828

ATTORNEY DOCKET NUMBER:	19609170
NAME OF SUBMITTER:	ERICK J. PALMER
SIGNATURE:	/EJP/

DATE SIGNED:	03/29/2019
	This document serves as an Oath/Declaration (37 CFR 1.63).
Total Attachments: 10 source=Markwins Patent Security Agreement (Executed)#page1.tif source=Markwins Patent Security Agreement (Executed)#page2.tif source=Markwins Patent Security Agreement (Executed)#page3.tif source=Markwins Patent Security Agreement (Executed)#page4.tif source=Markwins Patent Security Agreement (Executed)#page5.tif source=Markwins Patent Security Agreement (Executed)#page6.tif source=Markwins Patent Security Agreement (Executed)#page7.tif source=Markwins Patent Security Agreement (Executed)#page8.tif source=Markwins Patent Security Agreement (Executed)#page9.tif source=Markwins Patent Security Agreement (Executed)#page10.tif	

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (this "Agreement") dated as of March 28, 2019 is among Markwins Beauty Brands, Inc., a California corporation, Markwins Beauty Products, Inc., a California corporation, Physicians Formula Cosmetics, Inc., a Delaware corporation (each a "Debtor" and collectively the "Debtors"), and JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, the "Administrative Agent") for the Secured Parties (as defined in the Security Agreement, defined below).

WITNESSETH:

WHEREAS, pursuant to a Credit Agreement, dated as of March 28, 2019 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among certain of the Debtors, Markwins Canada Corporation, the Lenders party thereto and the Administrative Agent, the Lenders have extended Revolving Commitments to make Revolving Loans to the Borrowers;

WHEREAS, the Debtors and certain of their affiliates have entered into a Pledge and Security Agreement dated as of March 28, 2019, with the Administrative Agent (as amended, supplemented, restated, replaced or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, as a condition precedent to the making of the Revolving Loans, the Debtors are required to execute and deliver this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Debtor agrees, for the benefit of the Administrative Agent and each other Secured Party, as follows:

Section 1. Definitions. Unless otherwise defined herein, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement or Credit Agreement, as applicable. The following terms shall have the following meanings:

"Intellectual Property" means all rights, title and interests in or relating to intellectual property and industrial property arising under any Requirement of Law and all IP Ancillary Rights relating thereto, including all Copyrights, Patents, Industrial Designs, Software, Trademarks, Internet Domain Names, Trade Secrets and IP Licenses.

"IP Ancillary Rights" means, with respect to any Intellectual Property, as applicable, all foreign counterparts to, and all divisionals, reversions, continuations, continuations-in-part, reissues, reexaminations, renewals and extensions of, such Intellectual Property and all income, royalties, proceeds and Liabilities at any time due or payable or asserted under or with respect to any of the foregoing or otherwise with respect to such Intellectual Property throughout the world, including all rights to sue or recover at law or in equity for any past, present or future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 2. Grant of Security Interest in the Collateral. Each Debtor grants to the Administrative Agent for the benefit of the Secured Parties a continuing lien on and security interest in all of the following property of such Debtor (for each Debtor, the “Collateral”), whether now owned or hereafter acquired:

(a) **Patents.** Patents, whether now owned or hereafter acquired, or in which such Debtor now has or hereafter acquires any rights (the term “Patent” means all rights, title and interests (and all related IP Ancillary Rights) arising under any Requirement of Law in or relating to letters patent and applications therefor, including, without limitation, each Patent listed on Schedule A hereto);

(b) **Licenses.** IP Licenses, whether now owned or hereafter acquired, or in which the Debtor now has or hereafter acquires any rights (the term “IP Licenses” means all agreements granting any right, title and interest in or to any Intellectual Property under which a Grantor is a licensor or a licensee, including, without limitation, each IP License listed on Schedule B hereto); and

(c) **Proceeds and Products.** All proceeds and products of the foregoing and all insurance of the foregoing and proceeds thereof, whether now existing or hereafter arising, including, without limitation, (A) any claim of the Debtor against third parties for damages by reason of past, present or future infringement of any Patent or any Patent licensed under any IP License, and (B) any claim by the Debtor against third parties for damages by reason of past, present or future misappropriation or wrongful use or disclosure of any trade secret or other property or right described above or of any such trade secret or other property or right licensed under any license or agreement described above, and together with the right to sue for and collect the damages described in the immediately preceding clause (A).

Notwithstanding anything to the contrary in clauses (a) - (c) above, the security interest created by this Agreement shall not extend to, and the term “Collateral” shall not include assets in respect of which pledges and security interests are prohibited by applicable U.S. law, rule or regulation or agreements with any U.S. governmental authority (other than to the extent that such prohibition would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408, 9-409 or other applicable provisions of the UCC of any relevant jurisdiction or any other applicable law); provided that, immediately upon the ineffectiveness, lapse or termination of any such prohibitions, such assets shall automatically cease to be excluded from the Collateral.

Section 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the benefit of the Secured Parties pursuant to the Security Agreement, and each Debtor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in 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.

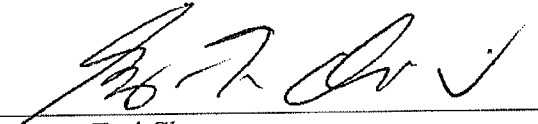
Section 4. Continuing Agreement. This Agreement shall be a continuing agreement in every respect and shall remain in full force and effect until payment in full of all Secured Obligations.

Section 5. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning of any provision hereof.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Debtor has caused this Agreement to be duly executed and delivered as of the date first above written.

MARKWINS BEAUTY BRANDS, INC.
MARKWINS BEAUTY PRODUCTS, INC.
PHYSICIANS FORMULA COSMETICS, INC.

By: 
Name: Sung Tsei Chen
Title: Chief Executive Officer

*Signature Page to
Patent Security Agreement*

PATENT
REEL: 048737 FRAME: 0474

Accepted and agreed to as of the date first above written.

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

By: 

Name: Coral Garcia

Title: Authorized Signatory

*Signature Page to
Patent Security Agreement*

PATENT
REEL: 048737 FRAME: 0475

SCHEDULE A

TO PATENT SECURITY AGREEMENT

Patent Numbers and Pending Patent Application Numbers

UNITED STATES

<u>Title</u>	<u>Status</u>	<u>Application No.</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Reg. Owner</u>
Stackable Container Having Overhanging Cap (Broad)	Issued	15/150,153	9,981,773	05/29/2018	Markwins Beauty Products, Inc.
Cosmetic Lip Product With Sour Flavor	Issued	10/075,219	6,723,307	04/20/2004	Markwins Beauty Products, Inc.
Stackable Container Having Overhanging Cap	Issued	15/587,347	9,850,028	12/26/2017	Markwins Beauty Products, Inc.
Combined Container And Lid	Issued	29/602,275	D798,731	10/03/2017	Markwins Beauty Products, Inc.
Stackable Container Having Overhanging Cap (-3)	Pending	15/982,927			Markwins Beauty Products, Inc.
Portion Of Handle For Nail Care Instrument	Issued	29/204,234	D506,576	06/21/2005	Markwins Beauty Brands, Inc.
Portable Skin Care Implement	Issued	29/204,241	D533,943	12/19/2006	Markwins Beauty Brands, Inc.
Portable Skin Care Implement And Charger	Issued	29/204,242	D535,397	01/16/2007	Markwins Beauty Brands, Inc.
Cosmetic Container	Issued	29/214,126	D523,587	06/20/2006	Markwins Beauty Brands, Inc.
Cosmetics Package (Coffee Cup Design)	Issued	29/218,417	D536,137	01/30/2007	Markwins Beauty Brands, Inc.
Cosmetic Compact	Issued	29/359,392	D621548	08/10/2010	Markwins Beauty Brands, Inc.
Cosmetic Compact	Issued	29/367,874	D640834	06/28/2011	Markwins Beauty Brands, Inc.
Cosmetic Applicator Pen	Issued	29/192,424	D530,857	10/24/2006	Markwins Beauty Products, Inc.
Square Lip Balm Container	Issued	29/194,558	D522,696	06/06/2006	Markwins Beauty Products, Inc.

<u>Title</u>	<u>Status</u>	<u>Application No.</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Reg. Owner</u>
Cosmetics Container (Golf Head Design)	Issued	29/547,903	D758,866	06/14/2016	Markwins Beauty Brands, Inc.
Cosmetics Container With See-Through Cap (Lip Duo Design)	Issued	29/547,607	D758,867	06/14/2016	Markwins Beauty Brands, Inc.
Cosmetics Container (Bottom Pot Design)	Issued	29/550,329	D797,553	09/19/2017	Markwins Beauty Products, Inc.
Cosmetics Container (Female Mouse Design)	Issued	29/550,333	D758,854	06/14/2016	Markwins Beauty Products, Inc.
Cosmetics Container (Male Mouse Design)	Issued	29/550,334	D758,855	06/14/2016	Markwins Beauty Products, Inc.
Cosmetics Container (Bear Design)	Issued	29/550,336	D758,856	06/14/2016	Markwins Beauty Products, Inc.
Cosmetics Container (Animal Design)	Issued	29/550,338	D758,857	06/14/2016	Markwins Beauty Products, Inc.
Combined Container And Lid	Issued	29/602,279	D798,732	10/03/2017	Markwins Beauty Products, Inc.
Brush Handle	Pending	29/630,693	D821,760	07/03/2018	Markwins Beauty Products, Inc.
Brush Handle (Design)	Issued	29/630,674	D821,101	06/26/2018	Markwins Beauty Products, Inc.
Solar Powder Variation	Issued	D522,174	D522,174	05/30/2006	Physicians Formula Cosmetics, Inc.
Baked Blush	Issued	D517,728	D517,728	03/21/2005	Physicians Formula Cosmetics, Inc.
Magic Mosaic	Issued	D516,744	D516,744	03/07/2006	Physicians Formula Cosmetics, Inc.
Revined	Issued	D516,745	D516,745	03/07/2006	Physicians Formula Cosmetics, Inc.
Sunny Bunch	Issued	D516,743	D516,743	03/07/2006	Physicians Formula Cosmetics, Inc.
Solar Powder Triangular	Issued	D516,742	D516,742	03/07/2006	Physicians Formula Cosmetics, Inc.
Solar Powder 3-D	Issued	D518,230	D518,230	03/28/2006	Physicians Formula Cosmetics, Inc.
Loose-to-Go Pan Design	Issued	D508,145	D508,145	08/02/2005	Physicians Formula Cosmetics, Inc.
Starlight	Issued	D519,241	D519,241	04/18/2006	Physicians Formula Cosmetics, Inc.

<u>Title</u>	<u>Status</u>	<u>Application No.</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Reg. Owner</u>
Cream Blush	Issued	D519,240	D519,240	04/18/2006	Physicians Formula Cosmetics, Inc.
Face Aid	Issued	D521,187	D521,187	05/16/2006	Physicians Formula Cosmetics, Inc.
Cosmetic Container	Issued	D532,558	D532,558	11/21/2006	Physicians Formula Cosmetics, Inc.
Cosmetic Container	Issued	D549,393	D549,393	08/21/2007	Physicians Formula Cosmetics, Inc.
Mineral Wear Veil (Cosmetic Brush)	Issued	D599,113	D599,113	09/01/2003	Physicians Formula Cosmetics, Inc.
Carton with Extendable Printable Surface	Issued	D567,077	D567,077	12/16/2008	Physicians Formula Cosmetics, Inc.
Paper Compact Container (with mirror)	Issued	D583,100	D583,100	12/16/2008	Physicians Formula Cosmetics, Inc.
Cosmetic Container	Issued	D582,099	D582,099	12/02/2008	Physicians Formula Cosmetics, Inc.
Cosmetic Container	Issued	D582,100	D582,100	12/02/2008	Physicians Formula Cosmetics, Inc.
Lip Butter Paper Compact (with recessed mirror)	Issued	D583,505	D583,505	12/03/2008	Physicians Formula Cosmetics, Inc.

CANADA

Title	Jurisdiction	Status	Application No.	Patent No.	Issue Date	Reg. Owner
Cosmetic Container (Bottom Pot Design)	Canada	Issued	168775	168775	06/03/2016	Markwins Beauty Products, Inc.
Cosmetic Container (Golf Head Design)	Canada	Pending	168774	168774	06/03/2016	Markwins Beauty Brands, Inc.
COMBINED COSMETICS CONTAINER & CAP (Female Mouse Design - Alternative View)	Canada	Issued	173292	173292	02/28/2017	Markwins Beauty Products, Inc.
COMBINED COSMETICS CONTAINER & CAP (Male Mouse Design - Alternative View)	Canada	Issued	173294	173294	02/28/2017	Markwins Beauty Products, Inc.
COMBINED COSMETICS CONTAINER & CAP (Bear Design - Alternative View)	Canada	Issued	173296	173296	02/28/2017	Markwins Beauty Products, Inc.
COMBINED COSMETICS CONTAINER & CAP (Animal Design - Alternative View)	Canada	Pending	173298	172398	02/28/2017	Markwins Beauty Products, Inc.
Cosmetic Container (Lip Duo Design)	Canada	Issued	173290	173290	02/28/2017	Markwins Beauty Brands, Inc.

SCHEDULE B
TO PATENT SECURITY AGREEMENT
IP Licenses

None.