

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6208206

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST (FIRST LIEN SUPPLEMENT)
CONVEYING PARTY DATA	
Name	Execution Date
PARIS PRESENTS INC.	07/06/2020
RECEIVING PARTY DATA	
Name:	KAYNE SENIOR CREDIT IV LOANCO, LLC, AS COLLATERAL AGENT
Street Address:	150 N. RIVERSIDE PLAZA
Internal Address:	SUITE 2010
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606
PROPERTY NUMBERS Total: 8	
Property Type	Number
Patent Number:	D889133
Patent Number:	10182643
Application Number:	29599820
Application Number:	29663159
Application Number:	29670098
Application Number:	29713895
Application Number:	16674421
Application Number:	16417376
CORRESPONDENCE DATA	
Fax Number:	(650)251-5002
<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>	
Phone:	6502515123
Email:	jnull@stblaw.com
Correspondent Name:	MARISSA LAMBERT
Address Line 1:	2475 HANOVER STREET
Address Line 4:	PALO ALTO, CALIFORNIA 94304
ATTORNEY DOCKET NUMBER:	004014/0001
NAME OF SUBMITTER:	J. JASON MULL

SIGNATURE:	/J. Jason Mull/
DATE SIGNED:	07/20/2020
Total Attachments: 8 source=Paris Presents - 1L Intellectual Property Security Agreement Supplement (Kayne) (Execution Version)#page1.tif source=Paris Presents - 1L Intellectual Property Security Agreement Supplement (Kayne) (Execution Version)#page2.tif source=Paris Presents - 1L Intellectual Property Security Agreement Supplement (Kayne) (Execution Version)#page3.tif source=Paris Presents - 1L Intellectual Property Security Agreement Supplement (Kayne) (Execution Version)#page4.tif source=Paris Presents - 1L Intellectual Property Security Agreement Supplement (Kayne) (Execution Version)#page5.tif source=Paris Presents - 1L Intellectual Property Security Agreement Supplement (Kayne) (Execution Version)#page6.tif source=Paris Presents - 1L Intellectual Property Security Agreement Supplement (Kayne) (Execution Version)#page7.tif source=Paris Presents - 1L Intellectual Property Security Agreement Supplement (Kayne) (Execution Version)#page8.tif	

FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this “**IP Security Agreement Supplement**”) dated as of July 6, 2020, is among the Person listed on the signature page hereof (the “**Grantor**”) and Kayne Senior Credit IV Loanco, LLC, as collateral agent (the “**Collateral Agent**”) for the ratable benefit of the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, pH Beauty Holdings III, Inc., a Delaware corporation (the “**Borrower**”), has entered into a Pari Passu First Lien Credit Agreement, dated as of May 15, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), with pH Beauty Holdings II, Inc., a Delaware corporation, each Lender from time to time party thereto, and Kayne Senior Credit IV Loanco, LLC, as Administrative Agent and as Collateral Agent.

WHEREAS, pursuant to the Credit Agreement, the Grantors party thereto executed and delivered that certain First Lien Security Agreement dated as of May 15, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof, the “**Security Agreement**”) with the Collateral Agent and that certain First Lien Intellectual Property Security Agreement dated as of May 15, 2020 among the Persons listed on the signature pages thereof as Grantors and the Collateral Agent. Terms defined in the Credit Agreement or the Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as applicable.

WHEREAS, under the terms of the Security Agreement, the Grantor has agreed to grant to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in any after-acquired Intellectual Property Collateral of the Grantor and has agreed in connection therewith to execute this IP Security Agreement Supplement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

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

SECTION 1. Grant of Security. The Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Grantor’s right, title and interest in and to the following (the “**Additional Collateral**”):

(i) all patents, patent applications and utility models, all inventions and improvements claimed therein and the right to claim any inventions disclosed but unclaimed therein, including, without limitation, the patents and patent applications set forth in Schedule A hereto;

(ii) all trademarks, service marks, domain names, trade dress, logos, designs, slogans, trade names, business names, corporate names and other source identifiers, whether registered or unregistered, together, in each case, with the goodwill of the business connected with the use thereof and symbolized thereby, including, without limitation, the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use Trademark applications, prior to the filing and acceptance of a “Statement of Use” or an “Amendment to Allege Use” with respect thereto, solely to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability

of such intent-to-use Trademark applications or any registrations that issue therefrom under applicable federal law);

(iii) all copyrights, including, without limitation, copyrights in Computer Software, internet web sites and the content thereof, whether registered or unregistered, including, without limitation, the copyright registrations set forth in Schedule C hereto;

(iv) all registrations and applications for registration for any of the foregoing;

(v) all agreements, permits, consents, orders and franchises relating to the license, development, use or disclosure of any of the foregoing to which such Grantor, now or hereafter, is a party or a beneficiary, including, without limitation, the agreements granting any exclusive right to the Grantor in or to any registered copyright set forth in Schedule D hereto;

(vi) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(vii) any and all claims for damages, other payments and/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, payments or other relief; and

(viii) any and all Proceeds of, collateral for, income, royalties and other payments now or hereafter due and/or payable with respect to, and supporting obligations relating to, any and all of the foregoing, and, to the extent not otherwise included, all payments under insurance (whether or not the Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing.

provided that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (vii), the security interest created hereby shall not extend to, and the term "Additional Collateral" shall not include, any lease, license or other agreement to the extent that a grant of a security interest therein would violate or invalidate such lease, license or agreement, or create a right of termination in favor of any other party thereto (other than any Grantor or any Subsidiary of any Grantor), in each case to the extent not rendered unenforceable pursuant to the applicable provisions of the Uniform Commercial Code or other applicable law and so long as the applicable provision giving rise to such violation or invalidity or such right of termination was not incurred in anticipation of the entering into of the Credit Agreement; provided, further, that (x) the Collateral includes Proceeds and receivables of any property excluded under this provision, the assignment of which is expressly deemed effective under the Uniform Commercial Code notwithstanding such prohibition and (y) such excluded lease, license or other agreement shall otherwise be subject to the security interest created by the Security Agreement upon receiving any necessary approvals or waivers permitting the assignment thereof.

SECTION 2. Supplement to Security Agreement. Schedule III to the Security Agreement is, effective as of the date hereof, hereby supplemented to add to such Schedule the Additional Collateral.

SECTION 3. Security for Obligations. The grant of a security interest in the Additional Collateral by the Grantor under this IP Security Agreement Supplement secures the payment and performance of all Obligations of the Grantor now or hereafter existing under or in respect of the Loan Documents (as such Loan Documents may be amended, amended and restated, supplemented, replaced, refinanced, re-tranched, extended, increased or otherwise modified from time to time (including any extensions of maturity dates and increases of the principal amount outstanding thereunder)), including, without limitation, any extensions, increases, modifications, substitutions, amendments, refinancings, refundings, replacements or renewals of any or all of the foregoing Obligations (whether or not such action is committed, contemplated or provided for by the Loan Documents on the date hereof), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, fees, premiums, penalties, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 4. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement Supplement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Additional Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this IP Security Agreement Supplement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 6. Execution in Counterparts. This IP Security Agreement Supplement may be executed in any number of 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. Delivery of an executed counterpart of a signature page to this IP Security Agreement Supplement by telecopier or other electronic method shall be effective as delivery of an original executed counterpart of this IP Security Agreement Supplement.

SECTION 7. Notices, Etc. All notices and other communications provided for hereunder shall be in writing (including telegraphic, telecopy or telex communication or facsimile transmission) and mailed, telegraphed, telecopied, telexed, faxed or delivered, if to any Grantor, addressed to it in care of the Borrower at the Borrower's address specified in Section 10.02 of the Credit Agreement, or if to the Collateral Agent, to its address specified in Section 10.02 of the Credit Agreement. All such notices and other communications shall be deemed to be given or made at such time as shall be set forth in Section 10.02 of the Credit Agreement. Delivery by telecopier of an executed counterpart of any amendment or waiver of any provision of this IP Security Agreement Supplement or Schedule hereto shall be effective as delivery of an original executed counterpart thereof.

SECTION 8. Governing Law. This IP Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

PARIS PRESENTS INC.

By: 

Name: MARIA FIORE

Title: CFO

Address for Notices:
c/o 3800 Swanson Court
Gurnee, Illinois 60031

[Signature Page to Pari Passu IL IPSA Supplement]

KAYNE SENIOR CREDIT IV LOANCO, LLC, as
Collateral Agent



By: _____

Name: Doug Goodwillie

Title: Managing Partner

SCHEDULE A

TITLE	APPLICATION NO./ PATENT NO.	APPLICATION DATE/ ISSUE DATE	Status
LIPSTICK APPLICATOR	29/599,820	4/6/2017	Pending
MAKEUP BRUSH	29/663,159	9/12/2018	Pending
MAKEUP BRUSH	29/670,098	11/13/2018	Pending
BRUSH	29/713,895	11/19/2019	Pending
BRUSH WITH ADJUSTABLE BRISTLES	16/674,421	11/5/2019	Pending
BRUSH GAUGE	16/417,376	5/20/2019	Pending
BRUSH WITH COVER	29/662,914 D889,133	9/10/2018 7/7/2020	Issued
BRUSH MAKE UP APPLICATOR HAVING GROOVES	15/382,863 10,182,643	12/19/2016 01/22/2019	Issued

SCHEDULE B

TRADEMARK	SERIAL NO.	APP. DATE	REG. NO.	REG. DATE	STATUS
MASKMATES	88/160654	10/18/2018	5727912	4/16/2019	Registered
#RTISTS	88/733542	12/19/2019			Approved
360° ULTIMATE BLEND	88/759054	1/14/2020			Pending
BIOBLENDER BY ECOTOOLS	88/953083	6/8/2020			Pending
BIOBLENDER SPONGE	88/953227	6/8/2020			Pending
CBD CALM. BALANCE. DESTRESS.	88/518984	7/17/2019			Pending
ECOTOOLS BIOBLENDER	88/953058	6/8/2020			Pending
Miracle Complexion Sponge Design	88/708838	11/27/2019			Pending
MIRACLE MIXING SPONGE	88/480128	6/19/2019			Allowed
Orange Color Sponge Design	88/708829	11/27/2019			Pending
REAL TECHNIQUES BY SAM & NIC & Design	88/202692	11/21/2018			Allowed
PORE DOWN	88/669105	10/25/2019			Pending

SCHEDULE C

None.

22032273.3

Schedule