

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6267335

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
JAPONESQUE, LLC	08/24/2020
RECEIVING PARTY DATA	
Name:	GRAYCLIFF MEZZANINE III LP
Street Address:	C/O GRAYCLIFF PARTNERS LP
Internal Address:	500 FIFTH AVENUE, 47TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10110
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	D759313
Patent Number:	9609983
CORRESPONDENCE DATA	
Fax Number:	(704)444-1111
<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:	7044441000
Email:	Laura.Tremont@alston.com
Correspondent Name:	ALSTON & BIRD LLP
Address Line 1:	BANK OF AMERICA PLAZA
Address Line 2:	101 SOUTH TRYON STREET, SUITE 4000
Address Line 4:	CHARLOTTE, NORTH CAROLINA 28280-4000
NAME OF SUBMITTER:	LAURA TREMONT
SIGNATURE:	/Laura Tremont/
DATE SIGNED:	08/25/2020
Total Attachments: 5	
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PATENT SECURITY AGREEMENT

August 24, 2020

WHEREAS, Japonesque, LLC, a California limited liability company ("**Grantor**"), with an address at 2420 Camino Ramon, Suite 250, San Ramon, California 94583, owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Patent Collateral (as defined below); and

WHEREAS, Grantor is party to that certain Security and Pledge Agreement dated as of September 10, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), by and among Grantor, certain Affiliates of Grantor, and **Graycliff Mezzanine III LP**, as the Administrative Agent for the Lenders (in such capacity, the "**Agent**"), pursuant to which Grantor granted a security interest to the Agent (for the benefit of itself and the Lenders) in the Patent Collateral (as defined below) and is required to execute and deliver this Patent Security Agreement (this "**Agreement**").

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meanings given to them in the Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to the Agent (for the benefit of itself and the Lenders) pursuant to the Security Agreement, Grantor hereby grants to the Agent (for the benefit of itself and the Lenders) a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the "**Patent Collateral**"):

- (i) all patents and patent applications and rights, title and interests in patents and patent applications under any domestic or foreign law that are presently, or in the future may be, owned or held by such Grantor in whole or in part and all re-issues, divisions, continuations, renewals, extensions and continuations in-part thereof (including, without limitation, the patents and patent applications set forth on Schedule A annexed hereto);
- (ii) all proceeds, products, rents and profits of or from any and all of the foregoing Patent Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the 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 Patent Collateral; and
- (iii) the right to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment of any of the foregoing.

Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement. 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.

THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF TO THE EXTENT SUCH PRINCIPLES WOULD CAUSE THE APPLICATION OF THE LAW OF ANOTHER STATE, EXCEPT TO THE EXTENT THAT THE UCC PROVIDES THAT THE PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK, IN WHICH CASE THE LAWS OF SUCH JURISDICTION SHALL GOVERN WITH RESPECT TO THE PERFECTION OF THE SECURITY INTEREST IN, OR THE REMEDIES WITH RESPECT TO, SUCH PARTICULAR COLLATERAL.

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page to this Agreement by telecopy or electronic transmission (including Adobe pdf file) shall be as effective as delivery of a manually executed counterpart of this Agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

JAPONESQUE, LLC

By: 
Name: Stephen Parks
Title: Vice President

Accepted and Agreed:

GRAYCLIFF MEZZANINE III LP,
as the Administrative Agent

By: Graycliff Mezzanine III GP LP,
its general partner

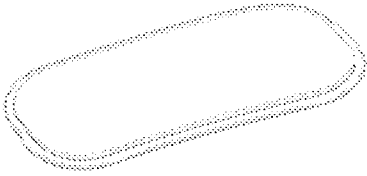
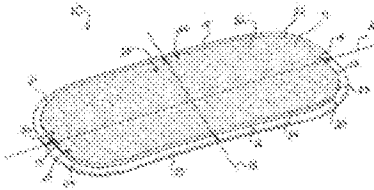
By: Graycliff Mezzanine III GP Partners
LLC, its general partner

By:


Name: Steven Schaefer

Title: Authorized Signor

SCHEDULE A
to
PATENT SECURITY AGREEMENT
PATENTS AND PATENT APPLICATIONS

PATENT TITLE	OWNER/APPLICANT	PATENT/APP./PUBL. NO.	DATE
Facial Cleansing Pad 	Japonesque, LLC	D759313	6/14/2016
Facial Cleansing Pad 	Japonesque, LLC	9,609,983	4/4/2017