

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7040400

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
JAPONESQUE, LLC	11/23/2021
RECEIVING PARTY DATA	
Name:	STAR MOUNTAIN DIVERSIFIED CREDIT INCOME FUND III, LP
Street Address:	140 EAST 45TH STREET
Internal Address:	37TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10022
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	D759313
Patent Number:	9609983
Application Number:	29779000
Application Number:	29779003
CORRESPONDENCE DATA	
Fax Number:	(215)832-5619
<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:	2155695619
Email:	timothy.pecsenye@blankrome.com
Correspondent Name:	TIMOTHY D. PECSENYE (154502-01029)
Address Line 1:	ONE LOGAN SQUARE
Address Line 2:	8TH FLOOR
Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19103
ATTORNEY DOCKET NUMBER:	154502-01029
NAME OF SUBMITTER:	TIMOTHY D. PECSENYE
SIGNATURE:	/Timothy D. Pecsénye/
DATE SIGNED:	11/23/2021
Total Attachments: 6	

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AMENDED AND RESTATED PATENT SECURITY AGREEMENT

This **AMENDED AND RESTATED PATENT SECURITY AGREEMENT** (this “Patent Security Agreement”), dated as of November 23, 2021, is made by JAPONESQUE, LLC, a California limited liability company (the “Grantor”), in favor of STAR MOUNTAIN DIVERSIFIED CREDIT INCOME FUND III, LP (the “Grantee”), as collateral agent (in such capacity, “Collateral Agent”) for the financial institutions which are now or which hereafter become a party (collectively, the “Lenders” and each individually, a “Lender”) to that certain Amended and Restated Revolving Credit and Term Loan Agreement (as in effect on the date hereof and as amended, restated, modified and supplemented from time to time, the “Credit Agreement”), dated as of November 23, 2021, by and among the Grantor and the other Borrowers (as defined therein) party thereto, Japonesque Holding Corporation, a Delaware corporation, and the other Guarantors (as defined therein) party thereto, the Lenders, the Grantee, in its capacities as Collateral Agent and as administrative agent for the Lenders (in such capacity, “Administrative Agent”), and PNC Bank, National Association (“PNC”), as revolving agent for the Revolving Lenders (as defined therein).

WHEREAS, pursuant to the Credit Agreement, the Lenders have extended and may extend certain loans and other financial accommodations to the Grantor;

WHEREAS, under the terms of the Credit Agreement, the Grantor has granted to the Grantee a security interest in, among other property, the intellectual property of the Grantor; and

WHEREAS, the Grantor has agreed to execute and deliver this Patent Security Agreement for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

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

1. **Defined Terms**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. **Grant of Security**. The Grantor hereby pledges and grants to the Grantee a security interest in and to all of the right, title and interest of the Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “Patent Collateral”):

(a) the patents and patent applications set forth on Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and re-examinations thereof and amendments thereto and the goodwill associated therewith and with the Grantor’s business symbolized by the foregoing or connected therewith (the “Patents”);

(b) all rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable Law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. Recordation. The Grantor hereby authorizes the Commissioner for Patents and any other government officials to record and register this Patent Security Agreement upon request by the Grantee.

4. Other Documents. This Patent Security Agreement has been entered into pursuant to and in conjunction with the Credit Agreement. The provisions of the Credit Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Grantee with respect to the Patent Collateral are as provided by the Credit Agreement and Other Documents, and nothing in this Patent Security Agreement shall be deemed to limit such rights and remedies.

5. Special Power of Attorney. The Grantor will, concurrently with the execution and delivery of this Patent Security Agreement, execute and deliver to the Grantee an original of a Special Power of Attorney for the implementation, following the occurrence of an Event of Default, of the assignment, sale or other disposition of the Patent Collateral pursuant to the Grantee's exercise of the rights and remedies granted to the Grantee hereunder and under the Credit Agreement and Other Documents.

6. Execution in Counterparts. This Patent Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Patent Security Agreement by facsimile or in electronic format (*i.e.*, "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Patent Security Agreement.

7. Successors and Assigns. This Patent Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

8. Governing Law. This Patent Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Patent Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

9. Disputes. All claims, disputes and controversies between the Grantor and the Grantee, whether in tort, contract or otherwise, arising out of or relating in any way to this Patent Security Agreement, shall be governed by the dispute resolution provisions set forth in the Credit Agreement.

10. Amendment and Restatement. This Patent Security Agreement amends, restates, replaces and supersedes that certain Patent Security Agreement, dated August 24, 2020, between the Grantor and PNC (the "Existing Patent Security Agreement"). This Patent Security

Agreement is being delivered in substitution for and replacement of, and not in satisfaction of, the Existing Patent Security Agreement. This Patent Security Agreement is not intended to extinguish, release or otherwise discharge the Grantor's obligations under the Existing Patent Security Agreement and is not intended to be a novation of the Grantor's obligations thereunder.

[Signature pages follow]

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

JAPONESQUE, LLC

By: 

Name: Stephen Parks

Title: Vice President

[Amended and Restated Patent Security Agreement]

AGREED TO AND ACCEPTED:

STAR MOUNTAIN DIVERSIFIED CREDIT INCOME FUND III, LP,
as Grantee and Administrative Agent for the Lenders

By:  _____

Name: Brett Hickey


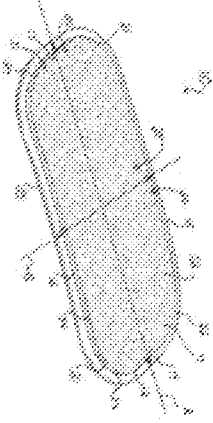
Title: Authorized Signatory

Address: Two Grand Central Tower
140 East 45th Street, 37th Floor
New York, New York 10022

[Amended and Restated Patent Security Agreement]

PATENT
REEL: 058198 FRAME: 0976

SCHEDULE 1
PATENTS AND PATENT APPLICATIONS

Title	Registered Owner	Docket No.	Country	Filing Date	Status	Patent No.	Seial No.	Issue Date
Facial Cleansing Pad 	Japonesque	6209-D1	USA	5/14/2015	Issued	D759313	29/527,032	6/14/2016
Facial Cleansing Pad 	Japonesque	6209-P1	USA	11/9/2015	Issued	9,609,983	14/936,337	4/4/2017
Reusable Makeup Applicator	Japonesque	6631-D2	USA	4/15/2021			29/779,000	
Reusable Makeup Applicator Washball	Japonesque	6631-D3	USA	4/15/2021			29/779,003	

PATENT

REEL: 058198 FRAME: 0977

RECORDED: 11/23/2021