

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7090349

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
CDI BEAUTY CORP.	12/22/2021

RECEIVING PARTY DATA

Name:	ARES CAPITAL CORPORATION, AS COLLATERAL AGENT
Street Address:	245 PARK AVENUE
Internal Address:	44TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10167

PROPERTY NUMBERS Total: 15

Property Type	Number
Patent Number:	D780997
Patent Number:	D618103
Patent Number:	D617644
Patent Number:	D615406
Patent Number:	D587848
Patent Number:	D602202
Patent Number:	D646062
Patent Number:	D559451
Patent Number:	D646437
Patent Number:	D646024
Patent Number:	D646438
Patent Number:	D626692
Patent Number:	D627102
Patent Number:	D733565
Patent Number:	D718132

CORRESPONDENCE DATA

Fax Number: (212)751-4864

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.

PATENT

Phone: 2129061209
Email: JESSICA.BAJADA-SILVA@LW.COM
Correspondent Name: LATHAM & WATKINS LLP, C/O JESSICA BAJADA
Address Line 1: 1271 AVENUE OF THE AMERICAS
Address Line 4: NEW YORK, NEW YORK 10020

ATTORNEY DOCKET NUMBER: 040896-0184

NAME OF SUBMITTER: JESSICA BAJADA-SILVA

SIGNATURE: /s/ Jessica Bajada-Silva

DATE SIGNED: 12/23/2021

Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this “**IP Security Agreement**”), dated as of December 22, 2021, is among the Persons listed on the signature pages hereof (collectively, the “**Grantors**”) and Ares Capital Corporation, as collateral agent (the “**Collateral Agent**”) for the ratable benefit of the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, CDI Holdings III Corp., a Delaware corporation (the “**Borrower**”), has entered into the Credit Agreement, dated as of December 22, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), with CDI Holdings II Corp., a Delaware corporation, each Lender from time to time party thereto, and Ares Capital Corporation, as Administrative Agent and as Collateral Agent.

WHEREAS, as a condition precedent to the making of the Loans and the making of L/C Credit Extensions by the Lenders and the L/C Issuers under the Credit Agreement, the entry into Secured Hedge Agreements by the Hedge Banks from time to time and the entry into Secured Cash Management Agreements by the Cash Management Banks from time to time, each Grantor has executed and delivered that certain Security Agreement dated as of December 22, 2021 among the Grantors from time to time party thereto and the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof, the “**Security Agreement**”). 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 Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and any other appropriate governmental authorities.

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

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in such Grantor’s right, title and interest in and to the following, other than Excluded Property (the “**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 (“**Trademarks**”), all registrations and applications for the registration thereof, including, without limitation, the 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, all applications for the registration thereof, including, without limitation, the Copyright registrations set forth in Schedule C hereto;

(iv) 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;

(v) 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;

(vi) 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

(vii) 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 or otherwise with respect to any of the foregoing.

provided that, notwithstanding anything to the contrary contained in the foregoing clauses (i) through (viii), the security interest created hereby shall not extend to, and the term "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. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment and performance of all Obligations of such 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 3. Recordation. Each 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.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each 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 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 is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 5. Execution in Counterparts. This IP Security Agreement 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 by telecopier or other electronic method shall be effective as delivery of an original executed counterpart of this IP Security Agreement.

SECTION 6. 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 or Schedule hereto shall be effective as delivery of an original executed counterpart thereof.

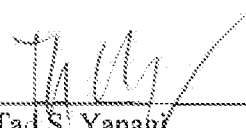
SECTION 7. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

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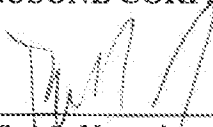
IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

Grantors:

CDI BEAUTY CORP.

By: 
Name: Tad S. Yanagi
Title: Vice President, Treasurer & Secretary

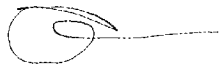
CDI PLUSONE CORP.

By: 
Name: Tad S. Yanagi
Title: Vice President, Treasurer & Secretary

[Signature Page to IP Security Agreement]

PATENT
REEL: 058571 FRAME: 0934

ARES CAPITAL CORPORATION, as Collateral Agent

By: 
Name: Mitchell Goldstein
Title: Authorized Signatory

[Signature Page to IP Security Agreement]

PATENT
REEL: 058571 FRAME: 0935

SCHEDULE A**PATENTS**

Title	Jurisdiction	Patent No.	Issue Date	Owner
STIMULATION DEVICE	United States	D902426	17-Nov-20	CDI PLUSONE CORP.
STIMULATION DEVICE	United States	D902425	17-Nov-20	CDI PLUSONE CORP.
FOOT FILE	United States	D780997	07-Mar-17	CDI BEAUTY CORP.
CONTAINER	United States	D618103	22-Jun-10	CDI BEAUTY CORP.
CONTAINER	United States	D617644	15-Jun-10	CDI BEAUTY CORP.
DISPENSER	United States	D615406	11-May-10	CDI BEAUTY CORP.
ELECTRIC SHAVER	United States	D587848	3-Mar-09	CDI BEAUTY CORP.
HAIR TRIMMER	United States	D602202	13-Oct-09	CDI BEAUTY CORP.
IONIC HAIRBRUSH	United States	D646062	4-Oct-11	CDI BEAUTY CORP.
RAZOR	United States	D559451	8-Jan-08	CDI BEAUTY CORP.
SHAVER	United States	D646437	4-Oct-11	CDI BEAUTY CORP.
SHAVER	United States	D646024	27-Sep-11	CDI BEAUTY CORP.
SHAVER	United States	D646438	4-Oct-11	CDI BEAUTY CORP.
SHAVER	United States	D626692	2-Nov-10	CDI BEAUTY CORP.
SHAVER	United States	D627102	9-Nov-10	CDI BEAUTY CORP.
LIP BALM CONTAINER	United States	D733,565	7-Jul-15	CDI BEAUTY CORP.
HAND PUMP DISPENSING HEAD	United States	D718,132	25-Nov-14	CDI BEAUTY CORP.

PENDING APPLICATIONS FOR PATENTS

Title	Jurisdiction	App. No.	App. Date	Owner
STIMULATION DEVICE	United States	29/764427	30-Dec-20	CDI PLUSONE CORP.
STIMULATION DEVICE	United States	29/764430	30-Dec-20	CDI PLUSONE CORP.
STIMULATION DEVICE	United States	29/764431	30-Dec-20	CDI PLUSONE CORP.

SCHEDULE B

TRADEMARKS

Mark	Jurisdiction	Reg. No.	Reg. Date	Class	Owner
BAREALL	United States	3,291,900	11-Sep-07	8	CDI BEAUTY CORP.
BEAUTYTRIM	United States	4,052,173	8-Nov-11	8	CDI BEAUTY CORP.
C with Dot Logo	United States	3,386,621	19-Feb-08	8	CDI BEAUTY CORP.
CLIO	United States	3,386,603	19-Feb-08	8	CDI BEAUTY CORP.
CLIO DESIGNS	United States	2,858,909	29-Jun-04	8	CDI BEAUTY CORP.
HYPERGROOM	United States	4,132,612	24-Apr-12	8	CDI BEAUTY CORP.
INVITE A LITTLE PLEASURE	United States	5,747,561	7-May-19	10	CDI PLUSONE CORP.
LIGHTSPEED	United States	3,105,262	13-Jun-06	8	CDI BEAUTY CORP.
PALMPERFECT	United States	3,112,735	4-Jul-06	8	CDI BEAUTY CORP.
PLUM BEAUTY	United States	6,096,945	7-Jul-20	8, 10	CDI BEAUTY CORP.
PLUSONE	United States	5,747,248	7-May-19	10	CDI PLUSONE CORP.
POWERLINE	United States	3,389,992	26-Feb-08	8	CDI BEAUTY CORP.
PRO TRIM	United States	2,940,767	12-Apr-05	8	CDI BEAUTY CORP.
SLIMTRIM	United States	3,345,054	27-Nov-07	8	CDI BEAUTY CORP.
PIXIE	United States	4,112,612	13-Mar-12	8	CDI BEAUTY CORP.
PALMPERFECT SPLASH	United States	4,053,656	8-Nov-11	8	CDI BEAUTY CORP.

PENDING APPLICATIONS FOR TRADEMARKS

Mark	Jurisdiction	App. No.	App. Date	Class	Owner
DEIA	United States	90,814,571 (ITU)	7-Jul-21	10	CDI PLUSONE CORP.
MOWBIE	United States	90,884,437 (ITU)	16-Aug-21	8, 10, 21	CDI BEAUTY CORP.
PLUM BEAUTY	United States	90,206,305	24-Sep-20	3, 8, 10, 11, 20, 21	CDI BEAUTY CORP.
HYDROLUBE	United States	90,526,314 (ITU)	12-Feb-21	5	CDI PLUSONE CORP.

SCHEDULE C

COPYRIGHTS

None.

SCHEDULE D

BENEFICIARY AGREEMENTS, ETC.

None.