

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT7162275

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND LIEN PATENT SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
BEAUTY PERSPECTIVES, LLC	02/07/2022
RECEIVING PARTY DATA	
Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT
Street Address:	1350 I STREET NW, SUITE 500
City:	WASHINGTON
State/Country:	D.C.
Postal Code:	20005
PROPERTY NUMBERS Total: 4	
Property Type	Number
Application Number:	29776300
Application Number:	17228356
Application Number:	17229468
Application Number:	17401803
CORRESPONDENCE DATA	
Fax Number:	(312)993-9767
<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:	3129932622
Email:	gayle.grocke@lw.com
Correspondent Name:	LATHAM & WATKINS LLP
Address Line 1:	GAYLE D. GROCKE
Address Line 2:	LATHAM & WATKINS LLP
Address Line 4:	CHICAGO, ILLINOIS 60611
ATTORNEY DOCKET NUMBER:	067935-0005
NAME OF SUBMITTER:	GAYLE D. GROCKE
SIGNATURE:	/gdg/
DATE SIGNED:	02/07/2022
Total Attachments: 5	
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SECOND LIEN PATENT SECURITY AGREEMENT

This **SECOND LIEN PATENT SECURITY AGREEMENT** (this "Patent Security Agreement") is entered into as of February 7, 2022, by and between Personalized Beauty Discovery, Inc, a Delaware corporation ("PBD") and Beauty Perspectives, LLC, a Delaware limited liability company ("Beauty Perspectives") and, together with PBD, each a "Grantor" and, collectively, the "Grantors", and Wilmington Trust, National Association, in its capacity as Administrative Agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the "Administrative Agent").

PRELIMINARY STATEMENTS

WHEREAS, each Grantor is party to a Second Lien Pledge and Security Agreement, dated as of February 7, 2022 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented or otherwise modified, the "Security Agreement"), in favor of the Administrative Agent pursuant to which each Grantor granted to the Secured Parties a security interest in and continuing lien on, certain intellectual property rights owned by such Grantor and pursuant to which each Grantor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. Each Grantor hereby pledges and grants to the Administrative Agent for itself and the ratable benefit of the Secured Parties a continuing lien on and security interest in and to all of its right, title and interest in, to and under: (a) all Patents owned by or exclusively licensed to such Grantor, including but not limited to the Patents listed on Schedule I attached hereto; (b) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations thereof; (c) all rights corresponding thereto throughout the world; (d) all inventions, designs and improvements described herein; (e) all rights to sue for past, present and future infringements thereof; (f) all licenses, claims, damages and proceeds of suit arising therefrom and (g) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit (collectively, the "Patent Collateral"). Notwithstanding the foregoing or anything herein to the contrary, in no event shall the "Patent Collateral" include, or the security interests attach to, any Excluded Asset.

SECTION 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement, and should not be deemed to grant a broader security interest in the Patent Collateral than what is granted by each Grantor to the Administrative Agent in the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement (and are expressly subject to the terms and conditions thereof), the terms and provisions of which are incorporated by reference as if fully set forth herein. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Administrative Agent shall execute, acknowledge and deliver to each Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Patent Collateral under this Patent Security Agreement.

SECTION 5. First Lien/Second Lien Intercreditor Agreement. Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Administrative Agent pursuant to this Patent Security Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the Senior Priority Secured Parties (as defined in the First Lien/Second Lien Intercreditor Agreement referred to in the Security Agreement), including the liens and security interests granted to JPMorgan Chase Bank, N.A., as collateral agent, pursuant to or in connection with the Credit Agreement, dated as of December 4, 2020, among the Borrower, JPMorgan Chase Bank, N.A., as administrative agent and collateral agent and as an issuing bank and swing line lender, and the lenders from time to time party thereto, as amended, restated, amended and restated, replaced, supplemented or otherwise modified from time to time, and (ii) the exercise of any right or remedy by the Administrative Agent or any other Secured Party hereunder is subject to the limitations and provisions of the First Lien/Second Lien Intercreditor Agreement. In the event of any conflict between the terms of the First Lien/Second Lien Intercreditor Agreement and the terms of this Patent Security Agreement, the terms of the First Lien/Second Lien Intercreditor Agreement shall govern.

SECTION 6. Counterparts. This Patent Security Agreement may be executed in any number of counterparts (and by different parties hereto on 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 other electronic imaging (including in.pdf format) means shall be effective as delivery of a manually executed counterpart of this Patent Security Agreement.

SECTION 7. GOVERNING LAW. THIS PATENT SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

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

PERSONALIZED BEAUTY DISCOVERY, INC.

DocuSigned by:
Marcelo Camberos
By: _____
Name: Marcelo Camberos
Title: Chief Executive Officer

BEAUTY PERSPECTIVES, LLC

By: Personalized Beauty Discovery, Inc., its Sole Member

DocuSigned by:
Marcelo Camberos
By: _____
Name: Marcelo Camberos
Title: Chief Executive Officer

Accepted and Agreed:

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Administrative Agent

By: 
Name: Teisha Wright
Title: Vice President

SCHEDULE I
to
SECOND LIEN PATENT SECURITY AGREEMENT

UNITED STATES ISSUED PATENTS AND PATENT APPLICATIONS:

Title	Application No.	Patent No.	Owner
SCREENSHOT-BASED E-COMMERCE	14/183,374 2/18/2014	9129327 9/8/2015	Personalized Beauty Discovery, Inc.
Razor Handle (Design)	29/776,300 3/29/21	Pending	Beauty Perspectives, LLC
Razor Handle	17/228,356 4/12/21	Pending	Beauty Perspectives, LLC
Razor Handle	17/229,468 4/13/21	Pending	Beauty Perspectives, LLC
Brush/Roller Applicator for Skin Care	17/401,803 8/13/21	Pending	Beauty Perspectives, LLC