

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7342564

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| ABG-NINE WEST, LLC | 05/19/2022 |
| RECEIVING PARTY DATA | |
| Name: | BANK OF AMERICA, N.A. |
| Street Address: | BANK OF AMERICA CORPORATE CENTER, 100 NORTH TRYON STREET |
| City: | CHARLOTTE |
| State/Country: | NORTH CAROLINA |
| Postal Code: | 28255 |
| PROPERTY NUMBERS Total: 2 | |
| Property Type | Number |
| Patent Number: | D716655 |
| Patent Number: | D761114 |
| CORRESPONDENCE DATA | |
| Fax Number: | (312)236-8176 |
| <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: | 312-236-8500 |
| Email: | docket@cookalex.com |
| Correspondent Name: | COOK ALEX LTD. |
| Address Line 1: | 200 WEST ADAMS STREET |
| Address Line 2: | SUITE 2004 |
| Address Line 4: | CHICAGO, ILLINOIS 60606 |
| ATTORNEY DOCKET NUMBER: | 2208-0159; 2208-0160 |
| NAME OF SUBMITTER: | YANIRA LUGO |
| SIGNATURE: | /Yanira Lugo/ |
| DATE SIGNED: | 05/20/2022 |
| Total Attachments: 6 | |
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PATENT

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FIRST LIEN PATENT SECURITY AGREEMENT

This FIRST LIEN PATENT SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “**Patent Security Agreement**”), dated as of May 19, 2022, is made by the undersigned Grantor (the “**Grantor**”) in favor of Bank of America, N.A., as Collateral Agent for the Secured Parties (together with its successors in such capacity, the “**Collateral Agent**”).

WHEREAS, the Grantor is party to that certain First Lien Security Agreement dated as of September 29, 2017 (as amended, restated, amended and restated, supplemented, waived, refinanced, replaced or otherwise modified from time to time, the “**Security Agreement**”), among the Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute this Patent Security Agreement for recording with the U.S. Patent and Trademark Office.

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

SECTION 1. Terms. Capitalized terms used but not defined herein shall have the meanings given or given by reference in the Security Agreement.

SECTION 2. Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “**Security Interest**”) in all of the Grantor’s right, title and interest in, to and under the Patents, including the patents and patent applications set forth on Schedule A attached hereto (the “**Patent Collateral**”); provided that “Patent Collateral” shall not include and the Security Interest shall not attach to any Excluded Assets as provided under the Security Agreement.

SECTION 3. Recordation. The Grantor authorizes and requests that the Commissioner for Patents record this Patent Security Agreement with the U.S. Patent and Trademark Office.

SECTION 4. Execution in Counterparts. This Patent 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 signature page to this Patent Security Agreement by facsimile or electronic (including .pdf or .tif file) transmission shall be as effective as delivery of a manually signed counterpart of this Patent Security Agreement.

SECTION 5. Security Agreement. This Patent Security Agreement 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 Patent 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 Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 6. Governing Law. THIS PATENT SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT

LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST AND APPLICABLE FEDERAL LAWS PERTAINING TO PATENTS).

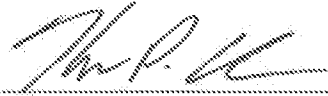
SECTION 7. Intercreditor Agreement. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS PATENT SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF THE INTERCREDITOR AGREEMENT AND THIS PATENT SECURITY AGREEMENT, THE PROVISIONS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

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IN WITNESS WHEREOF, the undersigned has executed this Patent Security Agreement
as of the date first above written.

GRANTOR

ABG-NINE WEST, LLC

By: 

Name: Kevin Clarke

Title: Chief Financial Officer

First Lien Patent Security Agreement

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Accepted and Agreed:

BANK OF AMERICA, N.A., as Collateral Agent

By: Kyle D. Harding
Name: Kyle D. Harding
Title: Vice President

SCHEDULE A

[See attached.]

| Title | Grantor | Country | Status | Application No. | Application Date | Patent # | Grant Date | Patent Expiration Date |
|--|-----------------------|---------------|--------|-----------------|------------------|----------|------------|------------------------|
| APPLICATOR R/DESIGN | ABG-NINE WEST, LLC | UNITED STATES | ISSUED | 29/413,225 | 2/13/12 | 716,655 | 11/4/14 | 11/4/28 |
| BOTTLE HAVING AN APPLICATOR (DESIGN) | ABG-NINE WEST, LLC | UNITED STATES | ISSUED | 29/508,107 | 11/3/14 | 761,114 | 7/12/16 | 7/12/30 |

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