

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7462831

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
OBAGI COSMECEUTICALS LLC	07/27/2022

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT
Street Address:	MC: NY1-C413, 4 CHASE METROTECH CENTER
City:	BROOKLYN
State/Country:	NEW YORK
Postal Code:	11245-0001

PROPERTY NUMBERS Total: 17

Property Type	Number
Patent Number:	7927614
Patent Number:	7687650
Patent Number:	7897800
Patent Number:	8148563
Patent Number:	8273791
Patent Number:	8999356
Patent Number:	7976854
Patent Number:	7867522
Patent Number:	9883998
Patent Number:	9427397
Patent Number:	9629789
Patent Number:	9168398
Patent Number:	7390431
Patent Number:	7445729
Patent Number:	7556820
Patent Number:	7560119
Patent Number:	10252088

CORRESPONDENCE DATA

Fax Number: (212)455-2502

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

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ATTORNEY DOCKET NUMBER:	509265/2403
NAME OF SUBMITTER:	J. JASON MULL
SIGNATURE:	/J. Jason Mull/
DATE SIGNED:	08/01/2022

Total Attachments: 6

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PATENT PROPERTY SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT, dated as of July 27, 2022 (as amended, restated, supplemented or otherwise modified from time to time, this “Patent Security Agreement”), is made by OBAGI COSMECEUTICALS LLC, a Delaware limited liability company (the “Grantor”), and JPMorgan Chase Bank, N.A., as Administrative Agent (in such capacity and together with its successors in such capacity, the “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, reference is made to that certain Credit Agreement, dated as of June 24, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) among Waldencast Partners LP, an exempted limited partnership organized under the laws of Cayman Islands acting through its sole general partner, Waldencast Cayman LLC, a limited liability company incorporated under the laws of the Cayman Islands with registration number 5126, Waldencast Finco Limited, a private company organized under the laws of Jersey (the “Borrower”), the Lenders from time to time party thereto and the Administrative Agent.

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Grantors shall have executed and delivered that certain U.S. Collateral Agreement, dated as of July 27, 2022, in favor of the Administrative Agent (as amended, restated, supplemented, replaced or otherwise modified from time to time, the “U.S. Collateral Agreement”). Capitalized terms used and not defined herein have the meanings given to such terms in the U.S. Collateral Agreement.

WHEREAS, under the terms of the U.S. Collateral Agreement, Grantor has granted a security interest in certain property, including the Patent Collateral (as defined below), to the Administrative Agent for the benefit of the Secured Parties, and have agreed as a condition thereof to execute this Patent Security Agreement for recording with the United States Patent and Trademark Office and any successor office thereto.

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

1. Grant of Security. Grantor hereby grants to the Administrative Agent for the benefit of the Secured Parties a security interest in and to all of Grantor’s right, title and interest in and to the following (the “Patent Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Grantor’s Obligations:

(i) all U.S. patents, patent applications and patentable inventions, including each issued patent and patent application identified in Schedule 1 attached hereto, (ii) all inventions and improvements described and claimed therein, (iii) the right to sue or otherwise recover for any and all past, present and future infringements and other violations thereof, (iv) all income, fees, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including payments under all licenses entered into in connection therewith, payments arising out of any other sale, lease, license or other disposition thereof and damages, claims and payments for past, present or future infringements and other violations thereof), (v) all reissues, divisionals, continuations, continuations-in-part, substitutes, renewals, reexaminations and extensions thereof, all improvements thereon, and (vi) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto.

2. Recordation. Grantor authorizes and requests that the Commissioner for Patents and any other applicable government officer, as applicable, record this Patent Security Agreement.

Execution in Counterparts. This Patent Security Agreement may be executed in any number of counterparts (including by facsimile or other electronic imaging means), 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.

4. Governing Law. This Patent Security Agreement and all claims or causes of action (whether in contract, tort or otherwise) that may be based upon, arise out of or relate in any way hereto or the negotiation, execution or performance thereof or the transactions contemplated hereby, unless otherwise expressly set forth therein, shall be governed by, and construed in accordance with, the law of the state of New York.

5. Conflict Provision. This Patent Security Agreement has been entered into in conjunction with the provisions of the U.S. Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the U.S. Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Patent Security Agreement are in conflict with the U.S. Collateral Agreement or the Credit Agreement, the provisions of the U.S. Collateral Agreement or the Credit Agreement shall govern.

IN WITNESS WHEREOF, each of the undersigned has caused this Patent Security Agreement to be duly executed and delivered as of the date first above written.

OBAGI COSMECEUTICALS LLC

DocuSigned by:
Michel Brousset
By: _____
Name: Michel Brousset
Title: Director

[SIGNATURE PAGE TO PATENT PROPERTY SECURITY AGREEMENT]

JPMORGAN CHASE BANK, N.A., as Administrative
Agent

By:  _____
Name: Jeffrey C Miller
Title: Managing Director

[SIGNATURE PAGE TO PATENT PROPERTY SECURITY AGREEMENT]

PATENT
REEL: 060690 FRAME: 0153

PATENTS

UNITED STATES PATENTS:

Registrations:

Title	Application No.	Application Date	Patent No.	Issue Date	Record Owner
ANTI-AGING TREATMENT USING COPPER AND ZINC COMPOSITIONS	11/452,642	6/14/2006	7,927,614	4/19/2011	Obagi Cosmeceuticals LLC
Chemical Compositions and Methods of Making Them	11/647,623	12/29/2006	7,687,650	3/30/2010	Obagi Cosmeceuticals LLC
Chemical Compositions and Methods of Making Them	11/668,020	1/29/2007	7,897,800	3/1/2011	Obagi Cosmeceuticals LLC
CHEMICAL COMPOSITIONS AND METHODS OF MAKING THEM	12/709,044	2/19/2010	8,148,563	4/3/2012	Obagi Cosmeceuticals LLC
COMPOSITIONS, KITS AND REGIMENS FOR THE TREATMENT OF SKIN, ESPECIALLY DECOLLETAGE	12/331,781	12/10/2008	8,273,791	9/25/2012	Obagi Cosmeceuticals LLC
Drug delivery system	11/291,234	12/1/2005	8,999,356	4/7/2015	Obagi Cosmeceuticals LLC
METHOD OF TREATING SKIN REQUIRING SKIN CANCER TREATMENT	11/648,333	12/29/2006	7,976,854	7/12/2011	Obagi Cosmeceuticals LLC
Method of Wound/Burn Healing Using Copper-Zinc Compositions	11/648,278	12/29/2006	7,867,522	1/11/2011	Obagi Cosmeceuticals LLC
METHODS FOR LIGHTENING SKIN USING ARBUTIN COMPOSITIONS	14/849,413	9/9/2015	9,883,998	2/6/2018	Obagi Cosmeceuticals LLC
ROSACEA TREATMENTS AND KITS FOR PERFORMING THEM	13/368,915	2/8/2012	9,427,397	8/30/2016	Obagi Cosmeceuticals LLC

ROSACEA TREATMENTS USING POLYMETAL COMPLEXES	14/026,592	13 September, 2013	9,629,789	25 April, 2017	Obagi Cosmeceuticals LLC
SKIN TREATMENT COMPOSITIONS	12/743,127	03 August, 2010	9,168,398	27 October, 2015	Obagi Cosmeceuticals LLC
STABLE ORGANIC PEROXIDE COMPOSITIONS	11/372,958	10 March, 2006	7,390,431	24 June, 2008	Obagi Cosmeceuticals LLC
STABLE ORGANIC PEROXIDE COMPOSITIONS	11/986,442	21 November, 2007	7,445,729	04 November, 2008	Obagi Cosmeceuticals LLC
STABLE ORGANIC PEROXIDE COMPOSITIONS	12/264,517	04 November, 2008	7,556,820	07 July, 2009	Obagi Cosmeceuticals LLC
STABLE ORGANIC PEROXIDE COMPOSITIONS	12/144,162	23 June, 2008	7,560,119	14 July, 2009	Obagi Cosmeceuticals LLC
TOPICAL COMPOSITIONS AND METHODS OF MANUFACTURING THEM IN SPECIFICALLY TREATED STEEL VESSELS	13/942,445	7/15/2013	10,252,088	4/9/2019	Obagi Cosmeceuticals LLC

Applications:

None.