

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7500360

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | FIRST LIEN PATENT SECURITY AGREEMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| FULLBEAUTY BRANDS OPERATIONS, LLC | 08/22/2022 |
| RECEIVING PARTY DATA | |
| Name: | CB CORPORATE FINANCE, LLC, AS FIRST LIEN COLLATERAL AGENT |
| Street Address: | 200 CLARENDON STREET |
| City: | BOSTON |
| State/Country: | MASSACHUSETTS |
| Postal Code: | 02116 |
| PROPERTY NUMBERS Total: 2 | |
| Property Type | Number |
| Patent Number: | 8337275 |
| Patent Number: | 8206196 |
| CORRESPONDENCE DATA | |
| Fax Number: | (212)492-0722 |
| <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> | |
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| ATTORNEY DOCKET NUMBER: | 022107-00005 |
| NAME OF SUBMITTER: | RUEL JERRY |
| SIGNATURE: | /Ruel Jerry/ |
| DATE SIGNED: | 08/23/2022 |
| Total Attachments: 5 | |
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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, the “Patent Security Agreement”) dated August 22, 2022, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of CB Corporate Finance, LLC as Collateral Agent (the “First Lien Collateral Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to therein.

WHEREAS, FBB HOLDINGS III, INC., a Delaware corporation (the “Borrower”), FBB HOLDINGS II, INC., a Delaware corporation (“Holdings”), CB Corporate Finance, LLC, as Administrative Agent and Collateral Agent, each Lender from time to time party thereto and each other party thereto have entered into the First Lien Term Loan Credit Agreement dated as of August 22, 2022 (the “Closing Date”) (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have severally agreed to make Loans to the Borrower upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the First Lien Security Agreement dated as of the Closing Date (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in order to induce the Lenders to make Loans.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the First Lien Collateral Agent, for the 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 Patent Security Agreement for recording with the United States Patent and Trademark Office.

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 First Lien Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (the “First Lien Collateral”):

- (a) the issued and pending Patents (as defined in the Security Agreement) in the United States Patent and Trademark Office set forth in Schedule A hereto.

This Agreement is not to be construed as an assignment of any Patent or Patent application.

SECTION 2. Recordation. This Patent Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the

Commissioner for Patents and the Commissioner for Trademarks record this Patent Security Agreement.

SECTION 3. 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.

SECTION 4. Grants, Rights and Remedies. This Patent 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 First Lien Collateral Agent with respect to the First Lien 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 of any conflict between the terms of this Patent Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

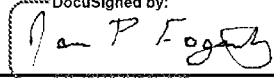
SECTION 5. Governing Law. This Patent Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 6. Severability. In case any one or more of the provisions contained in this Patent Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Signature Pages Follow]

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

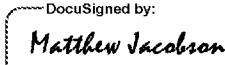
FullBeauty Brands Operations, LLC,
as Initial Grantor

By:  DocuSigned by:
Name: Jim Fogarty
Title: Chief Executive Officer

[Signature Page to First Lien Patent Security Agreement]

PATENT
REEL: 061310 FRAME: 0715

CB CORPORATE FINANCE, LLC,
as First Lien Collateral Agent

By: 
Name: Matthew Jacobson
Title: Managing Director

SCHEDULE A

U.S. PATENTS AND DESIGN PATENTS

| Registered owner/ Grantor | Patent Title | Application No. or Registration Number | Application Date or Registration Date |
|--------------------------------------|--|---|--|
| FullBeauty Brands Operations, LLC | Custom Fit Bra/Adjustable Bra | 8,337,275 | 12/25/2012 |
| FullBeauty Brands Operations, LLC | Garment with Wire Support ("Side Wire" Bra) | 8,206,196 | 06/26/2012 |