

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM403626

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	INTELLECTUAL PROPERTY SECURITY AGREEMENT
<b>RESUBMIT DOCUMENT ID:</b>	900380503

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
COTY BRANDS MANAGEMENT INC.		09/29/2016	Corporation: DELAWARE
CALVIN KLEIN COSMETIC CORPORATION		09/29/2016	Corporation: DELAWARE
COTY US LLC		09/29/2016	Limited Liability Company: DELAWARE
OPI PRODUCTS INC.		09/29/2016	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	JPMorgan Chase Bank, N.A.
<b>Street Address:</b>	500 STATON CHRISTIANA RD
<b>City:</b>	NEWARK
<b>State/Country:</b>	DELAWARE
<b>Postal Code:</b>	19713
<b>Entity Type:</b>	BANK: DELAWARE

## PROPERTY NUMBERS Total: 199

Property Type	Number	Word Mark
Registration Number:	2249922	AMAZING GRACE
Registration Number:	3017867	AMAZING GRACE
Registration Number:	3375240	AMAZING GRACE
Registration Number:	2168018	AMEN
Registration Number:	4833649	ANTI-WRINKLE MIRACLE WORKER
Registration Number:	3636480	APRICOTS AND CREAM
Registration Number:	2815754	BABY GRACE
Registration Number:	4704851	BACK TO NURTURE
Registration Number:	2319762	BANANA NUT BREAD
Registration Number:	2162218	BE SOMEBODY
Registration Number:	3402891	BEACH PARTY
Registration Number:	3263091	BELGIAN WAFFLES
Registration Number:	2742247	BELIEVE IN MIRACLES

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4657877	BERRY LIME MARTINI
Serial Number:	86582821	BIG SHOTS
Registration Number:	2629194	BIRTHDAY GIRL
Registration Number:	3923657	BOBBING FOR APPLES
Registration Number:	4419905	BOX OF MIRACLES
Registration Number:	3163826	BUBBLY
Registration Number:	3908377	BUBBLY
Registration Number:	4534695	CAKE ME TO PARADISE
Registration Number:	3143805	CANDY CANE
Registration Number:	3203048	CANDY CANE
Registration Number:	4146366	CELEBRATE DREAMS
Registration Number:	4146367	CELEBRATE LOVE
Registration Number:	3931384	CHEERS
Registration Number:	2319761	CHOCOLATE CHIP COOKIES
Registration Number:	2283985	CINNAMON BUNS
Serial Number:	86568702	CLEANSE PEEL TREAT
Registration Number:	4876155	CLEANSE, PEEL, TREAT
Registration Number:	4207770	CLEAR DAYS AHEAD
Registration Number:	3033292	COCONUT FROSTING
Registration Number:	2293329	COMPLETE ME
Registration Number:	2089961	CURLY HEAD
Registration Number:	4243548	DEEP FILL FIX
Registration Number:	3908733	ETERNAL GRACE
Registration Number:	3955138	ETERNAL GRACE
Registration Number:	4223142	EYES WIDE OPEN
Registration Number:	3908246	FAIRY GODMOTHER
Registration Number:	2003560	FALLING IN LOVE
Registration Number:	3050404	FALLING IN LOVE
Registration Number:	3295564	FALLING IN LOVE
Registration Number:	4317218	FALLING IN LOVE SUMMER
Registration Number:	2004994	FOOTNOTES
Registration Number:	4335738	FOR MOMMY WITH LOVE
Registration Number:	3747937	FRENCH VANILLA BEAN
Registration Number:	3336759	FRESH CREAM
Registration Number:	4265832	FULL OF PROMISE
Registration Number:	4097813	
Registration Number:	3914521	
Registration Number:	4708801	GIRLS OF SUMMER

Property Type	Number	Word Mark
Registration Number:	4486189	GIVING GRACE
Registration Number:	4077304	GLOW AND BEHOLD
Registration Number:	4115954	GREAT SKIN IS IN
Registration Number:	3868789	GREEN
Registration Number:	3204635	GREETINGS FROM CABO
Registration Number:	2632668	GURU
Registration Number:	2155269	HANDMADE
Registration Number:	4025895	HANDS OF HOPE
Registration Number:	4242990	HAPPY TRAVELS
Registration Number:	2290567	HELP ME
Registration Number:	2412764	HERE COMES THE BRIDE
Registration Number:	4151494	HERE COMES THE SUN
Registration Number:	2169999	HOLD THAT THOUGHT
Registration Number:	2089925	HOLIDAY BLUES
Registration Number:	3917350	HOME FOR THE HOLIDAYS
Registration Number:	2202275	HOPE AND A PRAYER
Registration Number:	4753253	HOPE FOR EVERYWHERE
Registration Number:	2112760	HOPE IN A BOTTLE
Registration Number:	2006904	HOPE IN A JAR
Registration Number:	4404147	HOPE IN A STICK
Registration Number:	4025892	HOPE IN A TINTED MOISTURIZER
Registration Number:	3017851	HOPE IN A TUBE
Registration Number:	4284045	HOPE SPRINGS ETERNAL
Registration Number:	4317255	HPR
Registration Number:	4393994	HPR
Registration Number:	4117675	I THINK YOU ARE WONDERFUL
Registration Number:	4077303	I'M DREAMING OF...
Registration Number:	3363876	INNER GRACE
Serial Number:	86482111	INSTANT MIRACLE WORKER
Registration Number:	2032868	IT'S ALL IN YOUR HEAD
Registration Number:	4077175	KISS OF HOPE
Registration Number:	4238518	LASTING HOPE
Registration Number:	4753121	LIVE JOYOUSLY
Registration Number:	4243413	LIVING GRACE
Registration Number:	4508085	LOVESWEPT
Registration Number:	2990366	MAKEUP OPTIONAL
Registration Number:	3266630	MELON DAIQUIRI
Registration Number:	2272559	MESSAGE IN A BOTTLE

Property Type	Number	Word Mark
Registration Number:	4670757	MICRODELIVERY PEEL
Registration Number:	3047146	MIMOSA
Registration Number:	3266631	MIMOSA
Registration Number:	4628820	MIRACLE WORKER
Registration Number:	2223088	MOTHER NATURE
Registration Number:	4864489	MY PHILOSOPHY: COMPASSIONATE
Registration Number:	4838254	MY PHILOSOPHY: EMPOWERED
Registration Number:	4864486	MY PHILOSOPHY: EXPRESSIVE
Registration Number:	4864487	MY PHILOSOPHY: GIVING
Registration Number:	4868238	MY PHILOSOPHY: GRATEFUL
Registration Number:	4864488	MY PHILOSOPHY: TRUTHFUL
Registration Number:	2012494	ON A CLEAR DAY
Registration Number:	2365212	ORANGE SHERBET
Registration Number:	4728979	PEACEFUL HARMONY
Registration Number:	2016208	PHILOSOPHY
Registration Number:	2214968	PHILOSOPHY
Registration Number:	2269341	PHILOSOPHY
Registration Number:	2388010	PHILOSOPHY
Registration Number:	3406516	PHILOSOPHY
Registration Number:	3440195	PHILOSOPHY
Registration Number:	3514047	PHILOSOPHY
Registration Number:	3617509	PHILOSOPHY
Registration Number:	4014978	PHILOSOPHY
Registration Number:	4026210	PHILOSOPHY
Registration Number:	4061599	PHILOSOPHY
Registration Number:	4246200	PHILOSOPHY
Registration Number:	3166073	PHILOSOPHY AIRBRUSH CANVAS
Registration Number:	4238442	PHILOSOPHY BABY
Registration Number:	3941142	PHILOSOPHY BEST SELLERS
Registration Number:	4369235	PHILOSOPHY MAN
Registration Number:	4208058	PINK FROSTED ANIMAL CRACKER
Registration Number:	2319763	PUMPKIN PIE
Registration Number:	2925817	PURE GRACE
Registration Number:	3501745	PURE GRACE
Registration Number:	3151231	PURITY MADE SIMPLE
Registration Number:	3862603	PURITY MADE SIMPLE PURITY IS NATURAL. WE
Registration Number:	1991969	RAZOR SHARP
Registration Number:	4732871	RENEWED HOPE IN A JAR

Property Type	Number	Word Mark
Registration Number:	2634777	SAVE THE NAILS
Registration Number:	2032867	SHEAR SPLENDOR
Registration Number:	2004992	SHELTER
Registration Number:	3143248	SHOWER FOR THE CURE
Registration Number:	3925853	SNOW ANGEL
Registration Number:	4006424	SNOWFLAKE
Registration Number:	3726085	SNOWMAN
Registration Number:	2009038	SOUL OWNER
Registration Number:	3155285	SUGAR PLUM FAIRY
Registration Number:	3276538	SUGAR PLUM FAIRY
Registration Number:	4088716	SUMMER GRACE
Registration Number:	3716538	SUPERNATURAL INSTANT SUNSHINE
Registration Number:	3437214	SWEET CREAMY FROSTING
Registration Number:	4317066	TAKE A DEEP BREATH
Registration Number:	2168070	TAKE A HIKE
Registration Number:	2293328	THE AFTERGLOW
Registration Number:	3723672	THE BAKE SHOPPE
Registration Number:	2548006	THE BEST COSMETIC IS GREAT LOOKING SKIN
Registration Number:	4868142	THE BEST IS YET TO COME
Registration Number:	2415494	
Registration Number:	2311892	THE COMMON MAN
Registration Number:	2319801	THE COOKBOOK
Registration Number:	3412469	THE COOKIE EXCHANGE
Registration Number:	3911818	THE GINGERBREAD GIRL
Serial Number:	86576991	THE GINGERBREAD HOUSE
Registration Number:	2733500	THE GINGERBREAD MAN
Registration Number:	2285856	THE GREAT AWAKENING
Registration Number:	2664268	THE GREAT MYSTERY
Registration Number:	3599934	THE HOLIDAY PARTY
Registration Number:	4709565	THE HOPE AND GRACE INITIATIVE
Registration Number:	3088219	THE ICE CREAM MAN
Registration Number:	4727643	THE MICRODELIVERY
Registration Number:	2202197	THE MIRACLE WORKER
Registration Number:	3214119	THE MUFFIN MAN
Registration Number:	4234805	THE OXYGEN BOOST
Registration Number:	2089876	THE PRESENT
Registration Number:	3917360	THE PRIME OF YOUR LIFE
Registration Number:	2201895	THE SUPERNATURAL

Property Type	Number	Word Mark
Registration Number:	3283937	THE SUPERNATURAL
Registration Number:	4104823	THE SWEET SHOPPE
Registration Number:	2988219	THE TEA PARTY
Registration Number:	3202563	TIME IN A BOTTLE
Registration Number:	4412297	TIME IN A BOTTLE
Registration Number:	2006861	TIME ON YOUR HANDS
Registration Number:	4429959	TOTAL MATTENESS
Registration Number:	3524949	TURBO BOOSTER C POWDER
Registration Number:	4868235	ULTIMATE MIRACLE WORKER
Registration Number:	3627715	UNCONDITIONAL LOVE
Registration Number:	5013662	UPLIFTING MIRACLE WORKER
Registration Number:	3155080	VANILLA BIRTHDAY CAKE
Registration Number:	4104821	WELCOME BABY
Registration Number:	2149671	WELL BALANCED
Registration Number:	2186471	WELL BALANCED
Registration Number:	2787646	WHEN HOPE IS NOT ENOUGH
Registration Number:	2168465	WHEN LIGHTENING STRIKES
Serial Number:	86705752	CLEAN AIR TECHNOLOGY
Registration Number:	4868163	CLEANSE, REFINE & RENEW
Serial Number:	86714186	FULL OF GRACE
Registration Number:	5011045	THE LEMONADE STAND
Serial Number:	86920182	DEEP EUPHORIA
Serial Number:	87127517	BALLET ROSE
Serial Number:	87081331	PHILOSOPHY
Serial Number:	86856889	THE PRESTIGE BEAUTY SPACE
Serial Number:	86887077	EMERAUDE
Registration Number:	5018003	COTY
Serial Number:	86893122	BIG KWIK DRY
Serial Number:	87030020	SALLY HANSEN MOISTURE REHAB
Serial Number:	87030066	COLOR THAT CARES WHILE YOU WEAR
Serial Number:	87056898	COLOR THERAPY
Serial Number:	87014759	TAKE A GEL BREAK
Serial Number:	87014748	GEL BREAK
Serial Number:	87083335	PROSTAY

**CORRESPONDENCE DATA**

Fax Number: 8004947512

*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.*

**TRADEMARK**

**REEL: 005901 FRAME: 0406**

**Phone:** 202-370-4790  
**Email:** IPTEAM@NATIONALCORP.COM  
**Correspondent Name:** PAUL TATE  
**Address Line 1:** 1025 VERMONT AVENUE, NW #1130  
**Address Line 2:** NATIONAL CORPORATE RESEARCH, LTD.  
**Address Line 4:** WASHINGTON, D.C. 20005

**ATTORNEY DOCKET NUMBER:** F165780

**NAME OF SUBMITTER:** Alan Delaney

**SIGNATURE:** /Alan Delaney/

**DATE SIGNED:** 10/28/2016

**Total Attachments: 19**

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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, the “**IP Security Agreement**”), dated October 1, 2016, is among the Persons listed on the signature pages hereof (collectively, the “**Grantors**”) and JPMorgan Chase Bank, N.A., as collateral agent (the “**Collateral Agent**”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Coty Inc., a Delaware corporation (the “Parent Borrower”), has entered into the Credit Agreement, dated as of October 27, 2015, with the Lenders party thereto from time to time, the Collateral Agent and JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, the “**Administrative Agent**”), and the other parties thereto from time to time (as amended by the Incremental Assumption Agreement and Amendment No. 1 to Credit Agreement, dated as of April 8, 2016, among the Parent Borrower, certain subsidiaries of the Parent Borrower party thereto, the Lenders party thereto and the Administrative Agent, and as further amended, amended and restated, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”). Terms defined in the Credit Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as the case may be (and in the event a term is defined differently in the Credit Agreement and the Security Agreement, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, in order to induce the making of Loans by the Lenders from time to time and the issuance of Letters of Credit by the Issuing Banks from time to time, the entry into Swap Agreements by certain Secured Parties from time to time and the entry into arrangements the obligations under which constitute Deposit Obligations by certain Secured Parties from time to time, each Grantor has executed and delivered that certain Pledge and Security Agreement, dated October 27, 2015, among certain Grantors and certain other subsidiaries of Parent Borrower party thereto from time to time, as grantors, and the Collateral Agent (as supplemented by the Joinder Agreement and as otherwise supplemented, amended, amended and restated or otherwise modified from time to time, the “**Security Agreement**”) or has become party to such Security Agreement as a grantor pursuant to a Joinder Agreement, dated as of June 1, 2016 (the “**Joinder Agreement**”), among Coty Brands Management Inc. and certain other subsidiaries of Parent Borrower party thereto;

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the 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 thereunder to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and any other appropriate domestic governmental authorities, as applicable.

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. To secure the prompt and complete payment and performance of all Secured Obligations, each Grantor hereby pledges, assigns and grants to the Collateral Agent, on behalf of and for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in and to all Intellectual Property to the extent governed by, arising under, pursuant to, or by virtue of, the laws of the United States of America or any state thereof, including the following (the "**Collateral**"):

(i) (a) any and all patents and patent applications (whether issued or applied-for in the United States); (b) all inventions and improvements described and claimed therein; (c) all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof; (d) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof; and (e) all rights to sue for past, present, and future infringements thereof ("**Patents**");

(ii) (a) all trademarks (including service marks), trade names, trade dress, and trade styles, whether registered or unregistered in the United States, and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing; (b) all renewals of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; and (d) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing ("**Trademarks**"); and

(iii) (a) all copyrights, rights and interests in such copyrights, works protectable by copyright, copyright registrations, and applications to register copyright; (b) all renewals of any of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due and/or payable under any of the foregoing, including, without limitation, damages or payments for past or future infringements for any of the foregoing; and (d) the right to sue for past, present, and future infringements of any of the foregoing ("**Copyrights**");

(iv) all registrations and applications for registration for any of the foregoing in the United States Patent and Trademark Office or the United States Copyright Office, as applicable, including, without limitation, the registrations and applications for registration of United States intellectual property set forth in Schedule I hereto (as may be supplemented from time to time), together with all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations thereof;

provided that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (iv), the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any Excluded Assets, including, but not limited to, any intent-to-use trademark applications prior to the filing, and acceptance by the United States Patent and

Trademark Office, of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, if any, to the extent that, and solely during the period in which, the grant of a security interest therein prior to such filing and acceptance would impair the validity or enforceability of such intent-to-use trademark applications or the resulting trademark registrations under applicable federal law.

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 of all Secured Obligations of such Grantor now or hereafter existing, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, 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. Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or other electronic imaging (including in .pdf or format) means shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 5. 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 of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Governing Law; Jurisdiction; Etc. (a) This IP Security Agreement shall be construed in accordance with and governed by the law of the State of New York without regard to conflicts of law principles.

(b) Each Grantor and each other party to this IP Security Agreement hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of any federal or state court located in the borough of Manhattan in the City of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to any Loan Document (excluding the enforcement of the Security Documents to the extent such security documents expressly provide otherwise), or for recognition or enforcement of any judgment, and each of such parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such federal court. Each of such parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

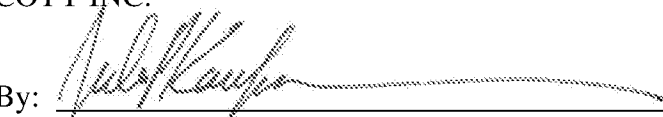
(c) Each Grantor and each other party to this IP Security Agreement hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this IP Security Agreement or any other Loan Document in any court referred to in clause (b) of this Section 6. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) Each Grantor and each other party to this IP Security Agreement hereto irrevocably consents to service of process in the manner provided for notices in Section 10.01 of the Credit Agreement. Nothing in this IP Security Agreement or any other Loan Document will affect the right of any party to this IP Security Agreement to serve process in any other manner permitted by law.

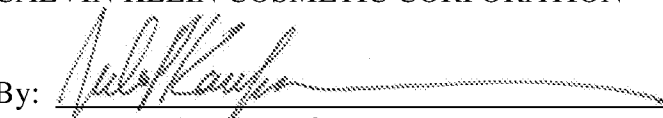
**(e) EACH GRANTOR AND EACH OTHER PARTY TO THIS IP SECURITY AGREEMENT HEREBY EXPRESSLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT OR, ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THE LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 6(e).**

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


COTY INC.

By:   
Name: Jules P. Kaufman  
Title: Chief Legal Officer and Secretary

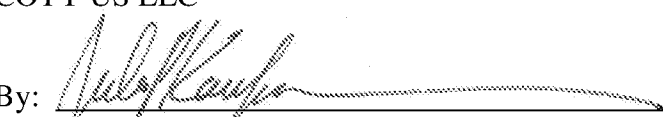
CALVIN KLEIN COSMETIC CORPORATION

By:   
Name: Jules P. Kaufman  
Title: Senior Vice President, General Counsel and Secretary

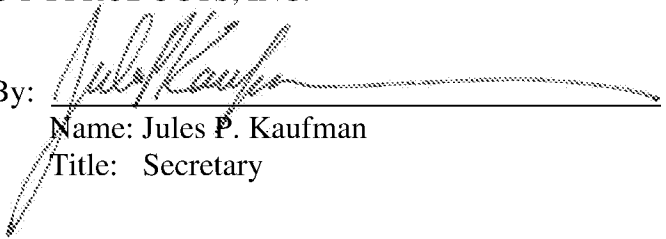
COTY BRANDS MANAGEMENT INC.

By:   
Name: Jules P. Kaufman  
Title: Secretary

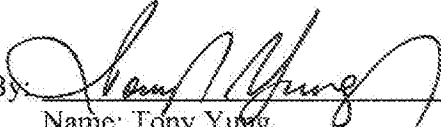
COTY US LLC

By:   
Name: Jules P. Kaufman  
Title: Vice President and Secretary

O P I PRODUCTS, INC.

By:   
Name: Jules P. Kaufman  
Title: Secretary

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

By:  \_\_\_\_\_  
Name: Tony Yung  
Title: Executive Director

By: \_\_\_\_\_  
Name:  
Title:

[Signature Page to Coty IP Security Agreement]

**TRADEMARK**  
**REEL: 005901 FRAME: 0414**

**Schedule I**

**(see attached)**

**POST-OCTOBER 27, 2015 IP**

**Trademarks**

<b>Record Owner</b>	<b>Trademark</b>	<b>Registration Number</b>	<b>Status</b>
Coty Brands Management Inc.	AMAZING GRACE	2249922	Registered
Coty Brands Management Inc.	AMAZING GRACE	3017867	Registered
Coty Brands Management Inc.	AMAZING GRACE	3375240	Registered
Coty Brands Management Inc.	AMEN	2168018	Registered
Coty Brands Management Inc.	ANTI-WRINKLE MIRACLE WORKER	4833649	Registered
Coty Brands Management Inc.	APRICOTS AND CREAM	3636480	Registered
Coty Brands Management Inc.	BABY GRACE	2815754	Registered
Coty Brands Management Inc.	BACK TO NURTURE	4704851	Registered
Coty Brands Management Inc.	BANANA NUT BREAD	2319762	Registered
Coty Brands Management Inc.	BE SOMEBODY	2162218	Registered
Coty Brands Management Inc.	BEACH PARTY	3402891	Registered
Coty Brands Management Inc.	BELGIAN WAFFLES	3263091	Registered
Coty Brands Management Inc.	BELIEVE IN MIRACLES	2742247	Registered
Coty Brands Management Inc.	BERRY LIME MARTINI	4657877	Registered
Coty Brands Management Inc.	BIG SHOTS	86582821	Applied
Coty Brands Management Inc.	BIRTHDAY GIRL	2629194	Registered
Coty Brands Management Inc.	BOBBING FOR APPLES	3923657	Registered
Coty Brands Management Inc.	BOX OF MIRACLES	4419905	Registered



Coty Brands Management Inc.	BUBBLY	3163826	Registered
Coty Brands Management Inc.	BUBBLY	3908377	Registered
Coty Brands Management Inc.	CAKE ME TO PARADISE	4534695	Registered
Coty Brands Management Inc.	CANDY CANE	3143805	Registered
Coty Brands Management Inc.	CANDY CANE	3203048	Registered
Coty Brands Management Inc.	CELEBRATE DREAMS	4146366	Registered
Coty Brands Management Inc.	CELEBRATE LOVE	4146367	Registered
Coty Brands Management Inc.	CHEERS	3931384	Registered
Coty Brands Management Inc.	CHOCOLATE CHIP COOKIES	2319761	Registered
Coty Brands Management Inc.	CINNAMON BUNS	2283985	Registered
Coty Brands Management Inc.	CLEANSE PEEL TREAT (stylized)	86568702	Applied
Coty Brands Management Inc.	CLEANSE, PEEL, TREAT	4876155	Registered
Coty Brands Management Inc.	CLEAR DAYS AHEAD	4207770	Registered
Coty Brands Management Inc.	COCONUT FROSTING	3033292	Registered
Coty Brands Management Inc.	COMPLETE ME	2293329	Registered
Coty Brands Management Inc.	CURLY HEAD	2089961	Registered
Coty Brands Management Inc.	DEEP FILL FIX	4243548	Registered
Coty Brands Management Inc.	ETERNAL GRACE	3908733	Registered
Coty Brands Management Inc.	ETERNAL GRACE	3955138	Registered
Coty Brands Management Inc.	EYES WIDE OPEN	4223142	Registered

Coty Brands Management Inc.	FAIRY GODMOTHER	3908246	Registered
Coty Brands Management Inc.	FALLING IN LOVE	2003560	Registered
Coty Brands Management Inc.	FALLING IN LOVE	3050404	Registered
Coty Brands Management Inc.	FALLING IN LOVE	3295564	Registered
Coty Brands Management Inc.	FALLING IN LOVE SUMMER	4317218	Registered
Coty Brands Management Inc.	FOOTNOTES	2004994	Registered
Coty Brands Management Inc.	FOR MOMMY WITH LOVE	4335738	Registered
Coty Brands Management Inc.	FRENCH VANILLA BEAN	3747937	Registered
Coty Brands Management Inc.	FRESH CREAM	3336759	Registered
Coty Brands Management Inc.	FULL OF PROMISE	4265832	Registered
Coty Brands Management Inc.	Girl Peeking (Image) (Design Only)	4097813	Registered
Coty Brands Management Inc.	Girl with Pail (Image) (Design Only)	3914521	Registered
Coty Brands Management Inc.	GIRLS OF SUMMER	4708801	Registered
Coty Brands Management Inc.	GIVING GRACE	4486189	Registered
Coty Brands Management Inc.	GLOW AND BEHOLD	4077304	Registered
Coty Brands Management Inc.	GREAT SKIN IS IN	4115954	Registered
Coty Brands Management Inc.	GREEN	3868789	Registered
Coty Brands Management Inc.	GREETINGS FROM CABO	3204635	Registered
Coty Brands Management Inc.	GURU	2632668	Registered
Coty Brands Management Inc.	HANDMADE	2155269	Registered
Coty Brands Management Inc.	HANDS OF HOPE	4025895	Registered

Coty Brands Management Inc.	HAPPY TRAVELS	4242990	Registered
Coty Brands Management Inc.	HELP ME	2290567	Registered
Coty Brands Management Inc.	HERE COMES THE BRIDE	2412764	Registered
Coty Brands Management Inc.	HERE COMES THE SUN	4151494	Registered
Coty Brands Management Inc.	HOLD THAT THOUGHT	2169999	Registered
Coty Brands Management Inc.	HOLIDAY BLUES	2089925	Registered
Coty Brands Management Inc.	HOME FOR THE HOLIDAYS	3917350	Registered
Coty Brands Management Inc.	HOPE AND A PRAYER	2202275	Registered
Coty Brands Management Inc.	HOPE FOR EVERYWHERE	4753253	Registered
Coty Brands Management Inc.	HOPE IN A BOTTLE	2112760	Registered
Coty Brands Management Inc.	HOPE IN A JAR	2006904	Registered
Coty Brands Management Inc.	HOPE IN A STICK	4404147	Registered
Coty Brands Management Inc.	HOPE IN A TINTED MOISTURIZER	4025892	Registered
Coty Brands Management Inc.	HOPE IN A TUBE	3017851	Registered
Coty Brands Management Inc.	HOPE SPRINGS ETERNAL	4284045	Registered
Coty Brands Management Inc.	HPR	4317255	Registered
Coty Brands Management Inc.	HPR and Design	4393994	Registered
Coty Brands Management Inc.	I THINK YOU ARE WONDERFUL	4117675	Registered
Coty Brands Management Inc.	I'M DREAMING OF...	4077303	Registered
Coty Brands Management Inc.	INNER GRACE	3363876	Registered
Coty Brands Management Inc.	INSTANT MIRACLE WORKER	86482111	Applied

Coty Brands Management Inc.	IT'S ALL IN YOUR HEAD	2032868	Registered
Coty Brands Management Inc.	KISS OF HOPE	4077175	Registered
Coty Brands Management Inc.	LASTING HOPE	4238518	Registered
Coty Brands Management Inc.	LIVE JOYOUSLY	4753121	Registered
Coty Brands Management Inc.	LIVING GRACE	4243413	Registered
Coty Brands Management Inc.	LOVESWEPT	4508085	Registered
Coty Brands Management Inc.	MAKEUP OPTIONAL	2990366	Registered
Coty Brands Management Inc.	MELON DAIQUIRI	3266630	Registered
Coty Brands Management Inc.	MESSAGE IN A BOTTLE	2272559	Registered
Coty Brands Management Inc.	MICRODELIVERY PEEL	4670757	Registered
Coty Brands Management Inc.	MIMOSA	3047146	Registered
Coty Brands Management Inc.	MIMOSA	3266631	Registered
Coty Brands Management Inc.	MIRACLE WORKER	4628820	Registered
Coty Brands Management Inc.	MOTHER NATURE	2223088	Registered
Coty Brands Management Inc.	MY PHILOSOPHY: COMPASSIONATE	4864489	Registered
Coty Brands Management Inc.	MY PHILOSOPHY: EMPOWERED	4838254	Registered
Coty Brands Management Inc.	MY PHILOSOPHY: EXPRESSIVE	4864486	Registered

Coty Brands Management Inc.	MY PHILOSOPHY: GIVING	4864487	Registered
Coty Brands Management Inc.	MY PHILOSOPHY: GRATEFUL	4868238	Registered
Coty Brands Management Inc.	MY PHILOSOPHY: TRUTHFUL	4864488	Registered
Coty Brands Management Inc.	ON A CLEAR DAY	2012494	Registered
Coty Brands Management Inc.	ORANGE SHERBERT	2365212	Registered
Coty Brands Management Inc.	PEACEFUL HARMONY	4728979	Registered
Coty Brands Management Inc.	PHILOSOPHY	2016208	Registered
Coty Brands Management Inc.	PHILOSOPHY	2214968	Registered
Coty Brands Management Inc.	PHILOSOPHY	2269341	Registered
Coty Brands Management Inc.	PHILOSOPHY	2388010	Registered
Coty Brands Management Inc.	PHILOSOPHY	3406516	Registered
Coty Brands Management Inc.	PHILOSOPHY	3440195	Registered
Coty Brands Management Inc.	PHILOSOPHY	3514047	Registered
Coty Brands Management Inc.	PHILOSOPHY	3617509	Registered
Coty Brands Management Inc.	PHILOSOPHY	4014978	Registered
Coty Brands Management Inc.	PHILOSOPHY	4026210	Registered
Coty Brands Management Inc.	PHILOSOPHY	4061599	Registered
Coty Brands Management Inc.	PHILOSOPHY	4246200	Registered

Coty Brands Management Inc.	PHILOSOPHY AIRBRUSH CANVAS	3166073	Registered
Coty Brands Management Inc.	PHILOSOPHY BABY	4238442	Registered
Coty Brands Management Inc.	PHILOSOPHY BEST SELLERS	3941142	Registered
Coty Brands Management Inc.	PHILOSOPHY MAN	4369235	Registered
Coty Brands Management Inc.	PINK FROSTED ANIMAL CRACKER	4208058	Registered
Coty Brands Management Inc.	PUMPKIN PIE	2319763	Registered
Coty Brands Management Inc.	PURE GRACE	2925817	Registered
Coty Brands Management Inc.	PURE GRACE	3501745	Registered
Coty Brands Management Inc.	PURITY MADE SIMPLE	3151231	Registered
Coty Brands Management Inc.	<p>PURITY MADE SIMPLE  PURITY IS NATURAL. WE  COME INTO THIS WORLD  WITH ALL THE RIGHT  INSTINCTS. WE ARE  INNOCENT, AND  THEREFORE PERCEIVE  THINGS AS THEY SHOULD  BE, RATHER THAN HOW  THEY ARE. OUR  CONSCIENCE IS CLEAR,  OUR HANDS ARE CLEAN,  AND THE WORLD AT  LARGE IS TRULY  BEAUTIFUL. IT IS AT THIS  TIME WE FEEL MOST  BLESSED. TO BEGIN  FEELING YOUNG AGAIN,  WE MUST BEGIN WITH THE  MOST BASIC STEP OF ALL;  THE DAILY RITUAL OF  CLEANSING.</p>	3862603	Registered

Coty Brands Management Inc.	RAZOR SHARP	1991969	Registered
Coty Brands Management Inc.	RENEWED HOPE IN A JAR	4732871	Registered
Coty Brands Management Inc.	SAVE THE NAILS	2634777	Registered
Coty Brands Management Inc.	SHEAR SPLENDOR	2032867	Registered
Coty Brands Management Inc.	SHELTER	2004992	Registered
Coty Brands Management Inc.	SHOWER FOR THE CURE	3143248	Registered
Coty Brands Management Inc.	SNOW ANGEL	3925853	Registered
Coty Brands Management Inc.	SNOWFLAKE	4006424	Registered
Coty Brands Management Inc.	SNOWMAN	3726085	Registered
Coty Brands Management Inc.	SOUL OWNER	2009038	Registered
Coty Brands Management Inc.	SUGAR PLUM FAIRY	3155285	Registered
Coty Brands Management Inc.	SUGAR PLUM FAIRY	3276538	Registered
Coty Brands Management Inc.	SUMMER GRACE	4088716	Registered
Coty Brands Management Inc.	SUPERNATURAL INSTANT SUNSHINE	3716538	Registered
Coty Brands Management Inc.	SWEET CREAMY FROSTING	3437214	Registered
Coty Brands Management Inc.	TAKE A DEEP BREATH	4317066	Registered
Coty Brands Management Inc.	TAKE A HIKE	2168070	Registered
Coty Brands Management Inc.	THE AFTERGLOW	2293328	Registered
Coty Brands Management Inc.	THE BAKE SHOPPE	3723672	Registered
Coty Brands Management Inc.	THE BEST COSMETIC IS GREAT LOOKING SKIN	2548006	Registered

Coty Brands Management Inc.	THE BEST IS YET TO COME	4868142	Registered
Coty Brands Management Inc.	The Blueprint Design (Miscellaneous Design)	2415494	Registered
Coty Brands Management Inc.	THE COMMON MAN	2311892	Registered
Coty Brands Management Inc.	THE COOKBOOK	2319801	Registered
Coty Brands Management Inc.	THE COOKIE EXCHANGE	3412469	Registered
Coty Brands Management Inc.	THE GINGERBREAD GIRL	3911818	Registered
Coty Brands Management Inc.	THE GINGERBREAD HOUSE	86576991	Applied
Coty Brands Management Inc.	THE GINGERBREAD MAN	2733500	Registered
Coty Brands Management Inc.	THE GREAT AWAKENING	2285856	Registered
Coty Brands Management Inc.	THE GREAT MYSTERY	2664268	Registered
Coty Brands Management Inc.	THE HOLIDAY PARTY	3599934	Registered
Coty Brands Management Inc.	THE HOPE AND GRACE INITIATIVE	4709565	Registered
Coty Brands Management Inc.	THE ICE CREAM MAN	3088219	Registered
Coty Brands Management Inc.	THE MICRODELIVERY	4727643	Registered
Coty Brands Management Inc.	THE MIRACLE WORKER	2202197	Registered
Coty Brands Management Inc.	THE MUFFIN MAN	3214119	Registered
Coty Brands Management Inc.	THE OXYGEN BOOST	4234805	Registered
Coty Brands Management Inc.	THE PRESENT	2089876	Registered
Coty Brands Management Inc.	THE PRIME OF YOUR LIFE	3917360	Registered



Coty Brands Management Inc.	THE SUPERNATURAL	2201895	Registered
Coty Brands Management Inc.	THE SUPERNATURAL	3283937	Registered
Coty Brands Management Inc.	THE SWEET SHOPPE	4104823	Registered
Coty Brands Management Inc.	THE TEA PARTY	2988219	Registered
Coty Brands Management Inc.	TIME IN A BOTTLE	3202563	Registered
Coty Brands Management Inc.	TIME IN A BOTTLE	4412297	Registered
Coty Brands Management Inc.	TIME ON YOUR HANDS	2006861	Registered
Coty Brands Management Inc.	TOTAL MATTENESS	4429959	Registered
Coty Brands Management Inc.	TURBO BOOSTER C POWDER	3524949	Registered
Coty Brands Management Inc.	ULTIMATE MIRACLE WORKERS	4868235	Registered
Coty Brands Management Inc.	UNCONDITIONAL LOVE	3627715	Registered
Coty Brands Management Inc.	UPLIFTING MIRACLE WORKER	5013662	Registered
Coty Brands Management Inc.	VANILLA BIRTHDAY CAKE	3155080	Registered
Coty Brands Management Inc.	WELCOME BABY	4104821	Registered
Coty Brands Management Inc.	WELL BALANCED	2149671	Registered
Coty Brands Management Inc.	WELL BALANCED	2186471	Registered
Coty Brands Management Inc.	WHEN HOPE IS NOT ENOUGH	2787646	Registered
Coty Brands Management Inc.	WHEN LIGHTENING STRIKES	2168465	Registered
Coty Brands Management Inc.	Clean Air Technology	86705752	Pending

Coty Brands Management Inc.	Cleanse, Refine & Renew	4868163	Registered
Coty Brands Management Inc.	Full of Grace	86714186	Pending
Coty Brands Management Inc.	The Lemonade Stand	5011045	Registered
Calvin Klein Cosmetic Corporation	DEEP EUPHORIA	86920182	Pending
Coty Brands Management Inc.	BALLET ROSE	87127517	Pending
Coty Brands Management Inc.	PHILOSOPHY	87081331	Pending
Coty US LLC	THE PRESTIGE BEAUTY SPACE	86856889	Pending
Coty US LLC	EMERAUDE	86887077	Pending
Coty US LLC	COTY	5018003	Registered
Coty US LLC	BIG KWIK DRY	86893122	Pending
Coty US LLC	SALLY HANSEN MOISTURE REHAB	87030020	Pending
Coty US LLC	COLOR THAT CARES WHILE YOU WEAR	87030066	Pending
Coty US LLC	COLOR THERAPY and Design	87056898	Pending
O P I Products, Inc.	TAKE A GEL BREAK	87014759	Pending
O P I Products, Inc.	GEL BREAK	87014748	Pending
O P I Products, Inc.	PROSTAY	87083335	Pending