

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM470055

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
COTY INC.		04/05/2018	Corporation: DELAWARE
CALVIN KLEIN COSMETIC CORPORATION		04/05/2018	Corporation: DELAWARE
O P I PRODUCTS, INC.		04/05/2018	Corporation: DELAWARE
NOXELL CORPORATION		04/05/2018	Corporation: MARYLAND
THE WELLA CORPORATION		04/05/2018	Corporation: DELAWARE
COTY BRANDS MANAGEMENT INC		04/05/2018	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A.
Street Address:	CIB DMO WLO, Mail Code NY1-C413, 4 CMC
City:	Brooklyn
State/Country:	NEW YORK
Postal Code:	11245-0001
Entity Type:	Bank: OHIO

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	2234974	GREEN TEATHERAPHY
Registration Number:	2195308	BRIGHT FUTURE
Registration Number:	1347089	LINEMAKER
Registration Number:	2564087	NOXZEMA
Registration Number:	2476549	OUTLAST
Registration Number:	2605961	NOXZEMA
Registration Number:	3180436	OUTLAST
Registration Number:	4259164	OUTLAST
Registration Number:	1378748	CELLO-SHAMPOO
Registration Number:	1397293	2 + 1
Registration Number:	1392886	VITAWELL
Registration Number:	1880219	S SEBASTIAN
Registration Number:	5261291	MOVES

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5381908	CONTRADICTION
Registration Number:	2452000	PBC
Serial Number:	87293297	COTY PROFESSIONAL BEAUTY STORE
Serial Number:	87329684	RIMMOJI
Serial Number:	87370037	KODO
Serial Number:	87434663	
Serial Number:	87469839	OBSSESSED
Serial Number:	87648576	WOMEN'S STORIES
Serial Number:	87666475	WE ARE ONE
Serial Number:	87711752	ETERNITY AIR
Serial Number:	87753285	SIPCAFE

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.

Phone: 202-370-4750

Email: ipteam@cogencyglobal.com

Correspondent Name: Melony Sot

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: Washington, D.C. 20005

NAME OF SUBMITTER:	Sonya Jackman
SIGNATURE:	/SONYA JACKMAN/
DATE SIGNED:	04/16/2018

Total Attachments: 10

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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 April 5, 2018, 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**”), and Coty B.V., a private company with limited liability (besloten vennootschap met beperkte aansprakelijkheid) incorporated under the laws of the Netherlands, having its corporate seat in Amsterdam, the Netherlands and registered with the trade register of the Chamber of Commerce under number 37069236 (the “**Dutch Borrower**”), have entered into the Credit Agreement dated as of April 5, 2018, with the Lenders party thereto from time to time, JPMorgan Chase Bank, N.A., as administrative agent and collateral agent and the other parties thereto from time to time (as amended, amended and 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, 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) 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: Michelle Garcia
Name: Michelle Garcia
Title: Assistant Secretary and Senior Vice President, Corporate

CALVIN KLEIN COSMETIC CORPORATION

By: Michelle Garcia
Name: Michelle Garcia
Title: Vice President and Assistant Secretary

OPI PRODUCTS, INC.

By: Michelle Garcia
Name: Michelle Garcia
Title: Assistant Secretary

NOXELL CORPORATION

By: Michelle Garcia
Name: Michelle Garcia
Title: Vice President and Assistant Secretary

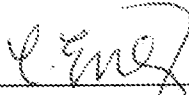
THE WELLA CORPORATION

By: Michelle Garcia
Name: Michelle Garcia
Title: Vice President and Assistant Secretary

COTY BRANDS MANAGEMENT INC.

By: Michelle Garcia
Name: Michelle Garcia
Title: Assistant Secretary

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

By:  _____
Name: Courtney Eng
Title: Vice President

[Signature Page to IP Security Agreement]

TRADEMARK
REEL: 006346 FRAME: 0952

Schedule I

Patents

Owner	Title	Application Number	Application Date	Patent Number	Grant Date
Noxell Corporation	Gelled abrasive detergent composition	06/904331	09/05/1986	4704222	11/03/1987
Noxell Corporation	Product package	07/288341	12/22/1988	4903838	02/27/1990
NOXELL CORPORATION	Cosmetic Applicator Assembly	15/187828	06/21/2016	PENDING	N/A
Coty Inc.	Cosmetic set	09/404943	09/23/1999	6371131	04/16/2002
Coty Inc.	Gel volume mascara	15/005328	01/25/2016	9549882	01/24/2017
Coty Inc.	Combined bottle and cap	07/616297	11/20/1990	D337522	07/20/1993
Coty Inc.	Combined bottle and closure	0D/029206	9/30/1994	D361268	08/15/1995
Coty Inc.	Ergonomic container cap	29/550725	01/06/2016	D808803	01/30/2018
Coty Inc.	GEL VOLUME MASCARA	15/395845	12/30/2016	PENDING	N/A
Coty Inc.	DEVICE FOR PERSONALIZING FRAGRANCE	15/662183	07/27/2017	PENDING	N/A
Coty Inc.	BIPHASIC COMPOSITION FOR PERFUME AND PERSONAL CARE APPLICATIONS AND USES THEREOF	15/318310	06/11/2015	PENDING	N/A
Coty Inc.	COSMETIC PRODUCT ARTICLE COMPRISING A STAMP	15/316200	06/12/2015	PENDING	N/A

Owner	Title	Application Number	Application Date	Patent Number	Grant Date
OPI Products, Inc.	Material and method for obtaining strong adhesive bonding to	06/924896	10/30/1986	4766005	08/23/1988
OPI Products, Inc.	Surface priming composition for proteinaceous substrates; method of	07/130603	12/09/1987	4863993	09/05/1989
OPI Products, Inc.	Form for extending fingernails and method of using the same	07/289197	12/23/1988	4924889	05/15/1990
OPI Products, Inc.	Table top mountable wrist supporter	07/705752	05/28/1991	5170971	12/15/1992
Opi Products, Inc.	Bottle	07/400961	08/31/1989	D330859	11/10/1992
OPI Products, Inc.	Combined bottle and cap	0D/070911	05/02/1997	D405013	02/02/1999
OPI Products, Inc.	Manicurist's accessory container	0D/086817	04/20/1998	D418252	12/28/1999
OPI Products, Inc.	Cuticle nippers	29/101946	03/15/1999	D445960	07/31/2001
O P I Products, Inc.	HAND PLATE FOR NAIL GEL CURING APPARATUS	14/730182	06/03/2015	PENDING	N/A

Trademarks

Owner	Trademark	Application Date	Application Number	Registration Date	Registration Number
Coty US Inc.	GREEN TEATHERAPHY	2/18/1997	75243429	3/23/1999	2234974
Coty US Inc.	TAKE ME AWAY!	6/13/1997	75318509	10/6/1998	2195308
Coty US Inc.	CITY CURLS	9/16/2010	79089206	9/13/2011	4024670
Coty US Inc.	NYC NEW YORK COLOR EXCUSE MY FRENCH	7/8/2011	79101410	6/26/2012	4162959
NOXELL CORPORATION	LINEMAKER	6/15/1984	73485392	7/9/1985	1347089
Noxell Corporation	NOXZEMA	3/24/1999	75667339	4/23/2002	2564087
Noxell Corporation	OUTLAST	10/28/1999	75815588	8/7/2001	2476549
Noxell Corporation	NOXZEMA	10/25/2000	78032306	8/6/2002	2605961
NOXELL CORPORATION	OUTLAST	12/9/2005	78770380	12/5/2006	3180436
Noxell Corporation	OUTLAST	2/3/2012	85533466	12/11/2012	4259164
The Wella Corp.	CELLO-SHAMPOO	5/7/1985	73536347	1/21/1986	1378748
The Wella Corp.	2 + 1	5/28/1985	73539720	6/17/1986	1397293
WELLA CORPORATION, THE	VITAWELL	10/21/1985	73564016	5/13/1986	1392886
THE WELLA CORP.	S SEBASTIAN	12/24/1992	74343159	2/21/1995	1880219
Coty Brands Management, Inc.	COTY PROFESSIONAL BEAUTY STORE	1/9/2017	87293297	NONE	NONE
Coty Brands Management, Inc.	RIMMOJI	2/9/2017	87329684	NONE	NONE

Owner	Trademark	Application Date	Application Number	Registration Date	Registration Number
Coty Brands Management, Inc.	MOVES	3/9/2017	87365134	8/8/2017	5261291
Coty Brands Management, Inc.	KODO	3/14/2017	87370037	NONE	NONE
Calvin Klein Cosmetic Corporation	CONTRADICTION	11/1/2016	87222339	1/16/2018	5381908
Calvin Klein Cosmetic Corporation	(Design Only)	5/3/2017	87434663	N/A	N/A
Calvin Klein Cosmetic Corporation	OBSESSED	5/31/2017	87469839	N/A	N/A
Calvin Klein Cosmetic Corporation	WOMEN'S STORIES	10/17/2017	87648576	N/A	N/A
Calvin Klein Cosmetic Corporation	WE ARE ONE	10/31/2017	87666475	N/A	N/A
Calvin Klein Cosmetic Corporation	ETERNITY AIR	12/7/2017	87711752	N/A	N/A
Calvin Klein Cosmetic Corporation	ETERNITY FLAME	1/12/2018	87753285	N/A	N/A
OPI Products, Inc.	PBC	7/26/1999	75760678	5/15/2001	2452000