

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM575661

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Back-Up Trademark Security Agreement
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Beautyge I		05/07/2020	Company Limited By Shares: CAYMAN ISLANDS

RECEIVING PARTY DATA

Name:	BrandCo Giorgio Beverly Hills 2020 LLC
Street Address:	3411 Silverside Road
Internal Address:	Tatnall Building #104 c/o Corporate Creations Network Inc.
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19810
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	2735029	GG
Registration Number:	1163298	GIORGIO
Registration Number:	1327870	GIORGIO
Registration Number:	1389640	GIORGIO
Registration Number:	1419951	GIORGIO
Registration Number:	1458508	GIORGIO
Registration Number:	1693903	
Registration Number:	1248066	
Registration Number:	1385642	
Registration Number:	1419132	
Registration Number:	1163318	GIORGIO BEVERLY HILLS
Registration Number:	1350214	GIORGIO BEVERLY HILLS
Registration Number:	1460175	GIORGIO BEVERLY HILLS
Registration Number:	2001801	GIORGIO BEVERLY HILLS
Registration Number:	2951581	GIORGIO BEVERLY HILLS
Registration Number:	1526382	RED
Registration Number:	1678246	RED

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1631255	RED
Registration Number:	4734244	
Registration Number:	1275710	WINGS
Registration Number:	1855055	WINGS
Registration Number:	1811374	
Registration Number:	1812638	

CORRESPONDENCE DATA

Fax Number:

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.

Email: lfranco@paulweiss.com, aspoto@paulweiss.com, rschwartz@paulweiss.com

Correspondent Name: Rebecca B. Schwartz

Address Line 1: Paul Weiss Rifkind Wharton & Garrison LLP

Address Line 2: 1285 Avenue of the Americas

Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER:	02500-0360
NAME OF SUBMITTER:	Rebecca Schwartz
SIGNATURE:	/Rebecca Schwartz/
DATE SIGNED:	05/09/2020

Total Attachments: 4

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BACK-UP TRADEMARK SECURITY AGREEMENT

This **BACK-UP TRADEMARK SECURITY AGREEMENT**, dated as of May 7, 2020 (this "Agreement"), is made by Beautyge I, an exempted company incorporated under the law of Cayman Islands with limited liability, as Grantor (the "Grantor") in favor of BrandCo Giorgio Beverly Hills 2020 LLC, a Delaware limited liability company ("BrandCo") for the benefit of the Secured Parties.

WHEREAS, pursuant to the Lower Tier Transfer and Contribution Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Contribution Agreement"), between the Grantor and BrandCo, if any Conveyance thereunder shall be characterized as a loan and not as a transfer and/or contribution, BrandCo and its assignees shall have a security interest in the Grantor's right, title and interest in, to and under the Trademark Collateral (as defined below); and

WHEREAS, pursuant to Section 2.1(c) of the Contribution Agreement, the Grantor agreed to execute and deliver this Agreement, in order to record the security interest granted to BrandCo with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with BrandCo as follows:

SECTION 1. Defined Terms

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Contribution Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security. The Grantor hereby grants to BrandCo a security interest in all of the Grantor's right, title and interest in and to the following property now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral") as collateral security for the payment or performance, as the case may be (whether at the stated maturity, by acceleration or otherwise), of the Secured Obligations (as defined in the Credit Agreement):

(i) all trademarks, trade names, corporate names, company names, business names, domain names, fictitious business names, trade dress, service marks, logos and other source or business identifiers, designs and general intangibles of like nature, (ii) all goodwill associated therewith or symbolized thereby and all common-law rights related thereto, (iii) all registrations and recordings thereof, and all applications in connection therewith including, without limitation, the United States registrations and applications listed in Schedule A attached hereto, (iv) the right to obtain all renewals thereof, (v) all rights to sue at law or in equity for any infringement, dilution or other violation thereof, including the right to receive all Proceeds and damages therefrom, and (vi) all other rights, priorities and privileges relating thereto.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a trademark or service mark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to BrandCo pursuant to the Contribution Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of BrandCo with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Contribution Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Contribution Agreement, the provisions of the Contribution Agreement shall control. For the avoidance of doubt, the obligation under this Agreement shall include the recordation of the security interests granted under this Agreement in the register of mortgages and charges of Grantor.

SECTION 4. Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS TO THE EXTENT THAT THE SAME ARE NOT MANDATORILY APPLICABLE BY STATUTE AND THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.

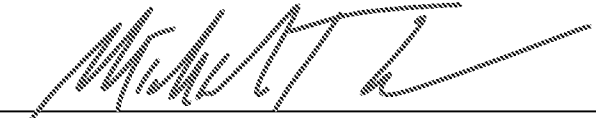
SECTION 5. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

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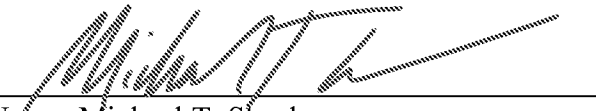
IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Beautyge I, as Grantor

By: 
Name: Michael T. Sheehan
Title: Director

Accepted and Agreed:

BrandCo Giorgio Beverly Hills 2020 LLC

By: 
Name: Michael T. Sheehan
Title: Vice President

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

TRADEMARK	APP. NO.	APP. DATE	REG. NO.	REG. DATE
G (& Stylized 99)	75/665621	Mar 23 1999	2,735,029	Jul 8 2003
GIORGIO	73/241284	Dec 3 1979	1,163,298	Aug 4 1981
GIORGIO	73479205	May 7 1984	1327870	Apr 2 1985
GIORGIO (& Crest Device)	73560787	Sep 30 1985	1389640	Apr 15 1986
GIORGIO (& Crest Device)	73597338	May 7 1986	1419951	Dec 9 1986
GIORGIO (& Crest Device)	73645937	Feb 24 1987	1458508	Sep 22 1987
GIORGIO (Bottle Device 97 bw)	74-087214	Aug 13 1990	1,693,903	Jun 16 1992
GIORGIO (Yellow Stripes Device)	73255955	Mar 31 1980	1248066	Aug 16 1983
GIORGIO (Yellow Stripes Device)	73479058	May 7 1984	1385642	Mar 11 1986
GIORGIO (Yellow Stripes Device)	73597293	May 7 1986	1419132	Dec 2 1986
GIORGIO BEVERLY HILLS	73255956	May 31 1980	1,163,318	Aug 4 1981
GIORGIO BEVERLY HILLS	73479062	May 7 1984	1350214	Jul 23 1985
GIORGIO BEVERLY HILLS	73645941	Feb 24 1987	1460175	Oct 6 1987
GIORGIO BEVERLY HILLS	74529156	May 25 1994	2001801	Sep 17 1996
GIORGIO BEVERLY HILLS (Stylized 95)	78361425	Feb 3 2004	2,951,581	May 17 2005
RED	73704126	Jan 4 1988	1526382	Feb 28 1989
RED	74-128232	Jan 7 1991	1,678,246	Mar 10 1992
RED (& Device)	74-042528	Mar 26 1990	1,631,255	Jan 15 1991
RED (Swirl Device 14 bw)	86255117	Apr 17 2014	4734244	May 12 2015
WINGS	409,346	Jan 14 1983	1275710	May 1 1984
WINGS	74/246,464	Feb 14 1992	1855055	Sep 20 1994
WINGS (BOTTLE DEVICE)	74/115,835	Nov 16 1990	1811374	Dec 14 1993
WINGS (BOTTLE DEVICE)	74/115836	Nov 16 1990	1812638	Dec 21 1993