

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM391602

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Notice and Confirmation of Grant of Security Interest in Trademarks		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The Proactiv Company SÀRL		05/02/2016	Société à Responsabilité Limitée: SWITZERLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Nestlé Skin Health S.A.		
<b>Street Address:</b>	Avenue Gratta-Paille 2		
<b>City:</b>	Lausanne VD		
<b>State/Country:</b>	SWITZERLAND		
<b>Postal Code:</b>	1018		
<b>Entity Type:</b>	Société Anonyme (Sa): SWITZERLAND		
<b>PROPERTY NUMBERS Total: 36</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3027129	3 SIMPLE STEPS TO ENTER THE CLEAR ZONE	
<b>Registration Number:</b>	3866093	ACTIVMEMBER	
<b>Registration Number:</b>	4459410	ALL CLEAR	
<b>Registration Number:</b>	3113246	ANTIDANDRUFF THERAPY	
<b>Registration Number:</b>	4154906	BE PROACTIV	
<b>Registration Number:</b>	3948037	BEAUTIFUL COMPLEXION	
<b>Registration Number:</b>	4272500	BEAUTIFUL COMPLEXION	
<b>Registration Number:</b>	4388551	CARE AND SUPPORT. EVERY MINUTE, EVERY DA	
<b>Registration Number:</b>	3062252	CLEAR ZONE	
<b>Registration Number:</b>	2258095	CLEAR ZONE	
<b>Registration Number:</b>	4498817	CLEARZONE	
<b>Registration Number:</b>	4035787	CONSISTENCY IS KEY	
<b>Registration Number:</b>	2596328	DAILY PROTECTION PLUS SUNSCREEN	
<b>Registration Number:</b>	4183523	INSTANT DAILY HYDRATION	
<b>Registration Number:</b>	2104388	MINI MAINTENANCE SYSTEM	
<b>Registration Number:</b>	4301588	MIRACLE EXFOLIATING TREATMENT	
<b>Registration Number:</b>	4301580	MIRACLE PEEL TREATMENT	
<b>Registration Number:</b>	4075495	NOALLERGENS	
<b>Registration Number:</b>	3604325	NOTHING COMPARES TO PROACTIV	
<b>TRADEMARK</b>			

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Property Type	Number	Word Mark
Registration Number:	2574142	PROACTIV
Registration Number:	2162306	PROACTIV
Registration Number:	1890769	PROACTIV
Registration Number:	4143243	PROACTIV
Registration Number:	4451945	PROACTIV MD
Registration Number:	4905274	PROACTIV+
Registration Number:	4222089	PROACTIV - USE IT AND LOSE IT
Registration Number:	3804708	PROACTIV PROMISE
Registration Number:	2850933	PROACTIV SOLUTION
Registration Number:	4556213	PROJECT YOUTH
Registration Number:	4074442	RESULTS THAT GET NOTICED
Registration Number:	4448283	SMART TARGET
Registration Number:	4088903	VITACLEAR
Registration Number:	4126796	X-OUT
Registration Number:	4367001	YOU HAVE NOTHING TO LOSE BUT YOUR ACNE
Registration Number:	3890702	YOUR ANSWER FOR ACNE
Registration Number:	2914763	ZITS HAPPEN

**CORRESPONDENCE DATA**

Fax Number: 2129096836

*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: 212-909-6000

Email: trademarks@debevoise.com

Correspondent Name: Jeffrey A. Tate, Esq.

Address Line 1: 919 Third Avenue

Address Line 2: Debevoise & Plimpton LLP

Address Line 4: New York, NEW YORK 10022

**NAME OF SUBMITTER:** Jeffrey A. Tate

**SIGNATURE:** /Jeffrey A Tate/

**DATE SIGNED:** 07/15/2016

**Total Attachments: 4**

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NOTICE AND CONFIRMATION OF GRANT OF  
SECURITY INTEREST IN TRADEMARKS

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the “Agreement”), dated as of May 2, 2016, made by THE PROACTIV COMPANY SÀRL a *Société à Responsabilité Limitée* duly organized and existing under the laws of Switzerland having a principal place of business at Avenue Gratta-Paille 2, 1018 Lausanne VD (the “Grantor”), in favor of NESTLÉ SKIN HEALTH S.A., having a principal place of business at Avenue Gratta-Paille 2, 1018 Lausanne VD (the “Lender”). Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Loan Agreement (as defined below).

WHEREAS, pursuant to that certain Loan Agreement, dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the “Loan Agreement”), among the Company and the Lender, the Lender has agreed to make Loans to the Grantor upon the terms and subject to the conditions set forth therein; and

WHEREAS, pursuant to the Loan Agreement, the Grantor granted to the Lender, a security interest in all of its Intellectual Property, including Trademarks, to the extent defined as Collateral under the Loan Agreement; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lender to make the Loans and other financial accommodations to the Company pursuant to the Loan Agreement, the Grantor agrees, for the benefit of the Lender, as follows:

**SECTION 1. Confirmation of Grant of Security Interest.** The Grantor hereby confirms that pursuant to the Loan Agreement it granted to the Lender, a security interest in all of the Trademarks of the Grantor (including, without limitation, those items listed on Schedule I hereto), to the extent defined as Collateral under the Loan Agreement, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the obligations of the Grantor.

**SECTION 2. Purpose.** This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Loan Agreement. The Loan Agreement (and all rights and remedies of the Lender thereunder) shall remain in full force and effect in accordance with its terms.

**SECTION 3. Acknowledgment.** The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Trademarks are more fully set forth in the Loan Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set

forth herein. In the event of a conflict between this Agreement and the Loan Agreement, the provisions of the Loan Agreement shall prevail.

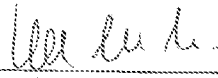
SECTION 4. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same instrument.

\* \* \*

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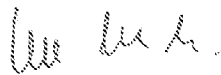
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

THE PROACTIV COMPANY SÀRL,  
as Grantor

By:   
Name: Humberto C. Antunes  
Title: Chairman of the Management



NESTLÉ SKIN HEALTH S.A.,  
as Lender

By:   
Name: Humberto C. Antunes  
Title: Chief Executive Officer



[Signature Page to Trademark Grant]

SCHEDULE I

TRADEMARK REGISTRATIONS AND APPLICATIONS

<b>Trademark</b>	<b>Registration No.</b>	<b>Registration Date</b>
3 SIMPLE STEPS TO ENTER THE CLEAR ZONE	3027129	12/13/05
ACTIVMEMBER	3866093	10/19/10
ALL CLEAR	4459410	12/31/13
ANTIDANDRUFF THERAPY	3113246	07/04/06
BE PROACTIV	4154906	06/05/12
BEAUTIFUL COMPLEXION	3948037	04/19/11
BEAUTIFUL COMPLEXION	4272500	01/08/13
CARE AND SUPPORT. EVERY MINUTE, EVERY DAY.	4388551	08/20/13
CLEAR ZONE	3062252	02/28/06
CLEAR ZONE	2258095	06/29/99
CLEAR ZONE	4498817	03/18/14
CONSISTENCY IS KEY	4035787	10/04/11
DAILY PROTECTION PLUS SUNSCREEN	2596328	07/16/02
INSTANT DAILY HYDRATION	4183523	07/31/12
MINI MAINTENANCE SYSTEM	2104388	10/07/97
MIRACLE EXFOLIATING TREATMENT	4301588	03/12/13
MIRACLE PEEL TREATMENT	4301580	03/12/13
NOALLERGENS	4075495	12/20/11
NOTHING COMPARES TO PROACTIV	3604325	04/07/09
PROACTIV	2574142	05/28/02
PROACTIV	2162306	06/02/98
PROACTIV	1890769	04/25/95
PROACTIV	4143243	05/15/12
PROACTIV MD	4451945	12/17/13
PROACTIV + Stylized	4905274	02/23/16
PROACTIV – USE IT AND LOSE IT	4222089	10/09/12
PROACTIV PROMISE	3804708	06/15/10
PROACTIV SOLUTION Stylized	2850933	06/08/04
PROJECT YOUTH	4556213	06/24/14
RESULTS THAT GET NOTICED	4074442	12/20/11
SMART TARGET	4448283	12/10/13
VITACLEAR	4088903	01/17/12
X OUT	4126796	04/10/12
YOU HAVE NOTHING TO LOSE BUT YOUR ACNE	4367001	07/16/13
YOUR ANSWER FOR ACNE	3890702	12/14/10
ZITS HAPPEN	2914763	12/28/04