

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM509244

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AS BEAUTY LLC		02/06/2019	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	ISRAEL DISCOUNT BANK OF NEW YORK		
Street Address:	511 FIFTH AVENUE		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Chartered Bank: NEW YORK		
PROPERTY NUMBERS Total: 35			
Property Type	Number	Word Mark	
Serial Number:	87638411	GLANSAOL	
Serial Number:	78714978	CLARK'S BOTANICALS	
Serial Number:	88111086	CLARK'S BOTANICALS	
Serial Number:	86936359	#BRAVEPRETTY	
Serial Number:	86659187	BRAVE PRETTY	
Serial Number:	86075654	JULEP	
Serial Number:	86075665	JULEP	
Serial Number:	86148238	PLIÉ WAND	
Serial Number:	86148240	PLIÉ WAND	
Serial Number:	85116090	AT LONG LASH	
Serial Number:	86416399	BAKED LIQUID RADIANCE FOUNDATION	
Serial Number:	78790061	BALANCE -N- BRIGHTEN	
Serial Number:	85307019	BARELY THERE	
Serial Number:	77460397	BLUSH -N- BRIGHTEN	
Serial Number:	86420387		
Serial Number:	78443508	BRONZE -N- BRIGHTEN	
Serial Number:	86953012	BROWS THAT WOW BROW MASCARA	
Serial Number:	78439315	CAULK	
Serial Number:	87181907	CREASE-LESS CONCEALER	

CH \$890.00 87638411

Property Type	Number	Word Mark
Serial Number:	77323224	EYE RIMZ
Serial Number:	87724254	FAUX TATTOO
Serial Number:	87400528	FIFTY KISSES LIP LOCKING LIQUID COLOR
Serial Number:	87253495	FILTER CORRECTOR COLOR PERFECTING BALM
Serial Number:	87553358	FILTER FIRST
Serial Number:	86169720	HAPPIFUL
Serial Number:	87552607	LASHBOSS
Serial Number:	77436480	LAURA GELLER
Serial Number:	86976488	LAURA GELLER
Serial Number:	86976506	LAURA GELLER
Serial Number:	78658503	LAURA GELLER MAKEUP
Serial Number:	87496891	LAURA GELLER NEW YORK
Serial Number:	87352181	LINE-N-DEFINE DUAL DIMENSION EYELINER
Serial Number:	87403178	NUDE KISSES LIP HUGGING LIP GLOSS
Serial Number:	85054608	REAL DEAL REMEDY STICK
Serial Number:	85375704	SKIN SELF-DEFENSE COMPLEX

CORRESPONDENCE DATA

Fax Number: 4048853900

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: 4048853155

Email: austin.padgett@troutmansanders.com

Correspondent Name: Austin Padgett

Address Line 1: 600 PEACHTREE ST. NE, SUITE 3000

Address Line 4: Atlanta, GEORGIA 30308

ATTORNEY DOCKET NUMBER:	247372.17 TM Security
NAME OF SUBMITTER:	Austin Padgett
SIGNATURE:	/Austin Padgett/
DATE SIGNED:	02/08/2019

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “*IP Security Agreement*”) is dated as of the 6th day of February, 2019, and executed by AS BEAUTY LLC, a Delaware limited liability company (the “*Grantor*”), in favor of ISRAEL DISCOUNT BANK OF NEW YORK (the “*Secured Party*”).

Capitalized terms used and not otherwise defined herein shall have the meanings assigned to them in that certain Credit Agreement dated as of February 6, 2019 (as amended, restated, amended and restated, replaced, extended, supplemented, or otherwise modified from time to time, the “*Credit Agreement*”), between the Grantor, as “Borrower” thereunder, and the Secured Party.

Subject to the terms of the Security Agreement, the Grantor has granted, and hereby grants to the Secured Party a continuing security interest in, lien on and right of set-off against, all of the Grantor’s right, title and interest in and to (a) the United States patents and patent applications described on Schedule 1 attached hereto and made a part hereof, (b) the United States trademarks and trademark applications described on Schedule 2 attached hereto and made a part hereof, and (c) the United States copyrights and copyright applications described on Schedule 3 attached hereto and made a part hereof, in each case, to secure the payment and performance of the Obligations. The Grantor hereby authorizes the Commissioner for Patents, the Commissioner for Trademarks and Register of Copyrights and any other governmental officials to record and register this IP Security Agreement upon request by the Secured Party.

This IP Security Agreement shall be construed in accordance with and governed by the laws of the State of New York, except as otherwise required by mandatory provisions of law and except to the extent that remedies provided by the laws of any jurisdiction other than New York are governed by the laws of such jurisdiction.

This IP Security Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument.

The provisions of this IP Security Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The first two sentences of Section 8.5 of the Credit Agreement (regarding successors and assigns) shall apply hereto, *mutatis mutandis*. 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 control.

[Remainder of page intentionally blank; signature page follows.]

IN WITNESS WHEREOF, the Grantor has caused this Intellectual Property Security Agreement to be duly executed by its duly authorized officer, all as of the date first above written.

AS BEAUTY LLC

By: _____


Name: Joseph Shamah

Title: Manager

INTELLECTUAL PROPERTY SECURITY AGREEMENT
SIGNATURE PAGE

TRADEMARK
REEL: 006555 FRAME: 0430





SCHEDULE 1
TO IP SECURITY AGREEMENT


REGISTERED PATENTS AND APPLICATIONS

<u>Name</u>	<u>Patent or Application Number</u>	<u>Status and Date Issued/Filed</u>
Stylus for Cosmetics, Nail Polish Applicator and Systems and Kits Based Thereon	9,185,960	Issued; November 7, 2015
Stylus for Cosmetics, Nail Polish Applicator and Systems and Kits Based Thereon	14/878,909	Pending; October 8, 2015

**SCHEDULE 2
TO IP SECURITY AGREEMENT**

REGISTERED TRADEMARKS AND APPLICATIONS

Mark	Application #	Registration #	App. or Reg. Date
GLANSAOL	87/638,411	5,468,869	05/15/2018
CLARK'S BOTANICALS	3138777	78714978	09/05/2006
CLARK'S BOTANICALS	N/A	88/111,086	09/10/2018
#BRAVEPRETTY	N/A	86/936,359	03/10/2016
BRAVE PRETTY	5147362	86/659,187	02/21/2017
JULEP	4,962,240	86/075,654	05/24/2016
JULEP AND DESIGN 	4,643,540	86/075,665	11/25/2014
PLIÉ WAND	4,765,299	86/148,238	06/30/2015
PLIÉ WAND	4,765,300	86/148,240	06/30/2015
AT LONG LASH	4013809	85/116,090	08/16/2011
BAKED LIQUID RADIANCE FOUNDATION	4801152	86/416,399	08/25/2015
BALANCE-N-BRIGHTEN	3168706	78/790,061	11/07/2006
BARELY THERE	4063291	85/307,019	11/29/2011
BLUSH-N-BRIGHTEN	3520530	77/460,397	10/21/2008
BOX (LIPS) DESIGN 	5066039	86/420,387	10/18/2016
BRONZE-N-BRIGHTEN	2989610	78/443,508	08/30/2005
BROWS THAT WOW BROW MASCARA	N/A	86/953,012	03/25/2016
CAULK	3061201	78/439,315	02/21/2006
CREASE-LESS CONCEALER	N/A	87/181,907	09/23/2016
EYE RIMZ	3528801	77/323,224	11/04/2008
FAUX TATTOO	N/A	87/724,254	12/18/2017
FIFTY KISSES LIP LOCKING LIQUID COLOR	5441784	87/400,528	04/10/2018
FILTER CORRECTOR COLOR PERFECTING BALM	5402848	87/253,495	02/13/2018
FILTER FIRST	N/A	87/553,358	08/02/2017
HAPPIFUL	4827774	86/169,720	10/06/2015
LASHBOSS	5370202	87/552,607	01/02/2018
LAURA GELLER	3527188	77/436,480	11/04/2008
LAURA GELLER (LOGO) (B&W) 	4787513	86/976,488	08/04/2015
LAURA GELLER (LOGO) (COLOR) 	4787516	86/976,506	08/04/2015

LAURA GELLER MAKEUP (W/ RED LIPS)			
	3103856	78/658,503	06/13/2006
LAURA GELLER NEW YORK	5495610	87/496,891	06/19/2018
LINE-N-DEFINE DUAL DIMENSION EYELINER	5449736	87/352,181	04/17/2018
NUDE KISSES LIP HUGGING LIP GLOSS	N/A	87/403,178	04/07/2017
REAL DEAL REMEDY STICK	3942225	85/054,608	04/05/2011
SKIN SELF-DEFENSE COMPLEX	4436951	85/375,704	11/19/2013

SCHEDULE 3
TO IP SECURITY AGREEMENT

REGISTERED COPYRIGHTS AND APPLICATIONS

None.