

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM536888

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST IN TRADEMARK RIGHTS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MORPHE, LLC		08/16/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JEFFERIES FINANCE LLC, AS COLLATERAL AGENT		
Street Address:	520 MADISON AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5704173	BLEND THE RULES	
Registration Number:	5710766	FLUIDITY	
Registration Number:	5756672	MORPHE	
Registration Number:	4967948	MORPHE	
Registration Number:	4424302	MORPHE	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<i>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.</i>			
Email:	IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	650 TOWN CENTER DRIVE, 20TH FLOOR		
Address Line 4:	COSTA MESA, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	038507-0802		
NAME OF SUBMITTER:	KRISTIN J AZCONA		
SIGNATURE:	/KJA/		
DATE SIGNED:	08/16/2019		
Total Attachments: 5			

OP \$140.00 5704173

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SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of August 16, 2019, is made by Morphe, LLC, a Delaware limited liability company (“Grantor”), in favor of Jefferies Finance LLC, as collateral agent (in such capacity, the “Agent”) in connection with that certain First Lien Credit Agreement, dated as of August 16, 2019 (as amended, restated, refinanced, replaced, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Morphe Debt Financing Guarantor, LLC, a Delaware limited liability company (“Holdings”), Morphe Finance Sub, LLC, a Delaware limited liability company (the “Initial Borrower”), as the initial borrower under the Credit Agreement, which was merged on the Closing Date with and into Grantor, the lending institutions from time to time party thereto and Jefferies Finance LLC, as Administrative Agent, Collateral Agent, Swingline Lender and a Letter of Credit Issuer.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Borrower, the Swingline Lender has agreed to make Swingline Loans and the Letter of Credit Issuers have agreed to issue Letters of Credit for the account of the Borrower and the Restricted Subsidiaries upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries that become a party thereto, have executed and delivered a Security Agreement, dated as of August 16, 2019 in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, Grantor has granted to the Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under certain Intellectual Property, including the Trademarks (but not including any Excluded Property); and

WHEREAS, pursuant to the Security Agreement, Grantor has agreed to execute and deliver this Agreement to the Agent, in order to evidence the Agent's security interest in such Intellectual Property.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make their respective loans to the Borrower, the Letter of Credit Issuers to issue their respective Letters of Credit under the Credit Agreement and to induce one or more Cash Management Banks or Hedge Banks to enter into Secured Cash Management Agreements or Secured Hedge Agreements, respectively, with the Borrower or any Restricted Subsidiary, Grantor agrees, for the benefit of the Agent and the Secured Parties, as follows:

1. Definitions. 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 Security Agreement, or if not so provided therein, in the Credit Agreement.

2. Grant of Security Interest. Grantor hereby grants to the Agent, for the benefit of the Secured Parties, a lien on and Security Interest in all of Grantor's right, title and interest in, to and under the following (collectively, the “Trademark Collateral”), as collateral security for the prompt and complete performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations:

- a. all Trademarks owned by such Grantor, including, without limitation, those items listed on Schedule A hereto; and

- b. all rights, priorities and privileges related thereto throughout the world and all rights to sue at law or in equity for any infringement, dilution, misappropriation or other violation or impairment thereof, including the right to receive all Proceeds therefrom, including without limitation license fees, royalties, income payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto;

provided that, the Trademark Collateral excludes all Excluded Property, and specifically, any “intent to use” Trademark applications filed in the United States Patent and Trademark Office will not be deemed to be Trademark Collateral unless and until an amendment to allege use or a statement of use has been filed under 15 U.S.C. Section 1051(c) or 1051(d), respectively, at the United States Patent and Trademark Office, solely to the extent, if any, that, and solely during the period, if any, in which, the granting of a Security Interest therein before such time would invalidate or terminate, or adversely affect the enforceability or validity of, such “intent to use” Trademark application or any registration issuing therefrom under applicable federal law, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Trademark Collateral.

3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The lien and Security Interest granted to the Agent herein are granted in furtherance, and not in limitation of, the lien and Security Interest granted to the Secured Parties pursuant to the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the Security Interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Security 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 any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

5. Termination. This Agreement is made to secure the payment of the Obligations. This Agreement and the security interest granted hereby shall terminate with respect to all of the Grantor’s Obligations and any lien arising therefrom shall be automatically released upon termination of the Security Agreement or release of the Grantor’s Obligations thereunder or as otherwise provided in the Security Agreement. The Agent shall, in connection with any termination or release herein or under the Security Agreement, execute and deliver to the Grantor as the Grantor may request, an instrument in writing releasing the security interest in the Trademark Collateral acquired under this Agreement. Additionally, upon such payment (and when otherwise contemplated by the Security Agreement), the Agent shall reasonably cooperate with any efforts made by the Grantor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Agreement and any security interest in, to or under the Trademark Collateral.


6. 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 original.

7. Governing Law: This Agreement shall be governed by, and construed in accordance with, the law of the State of New York.

[Signature Page to Follow]

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.

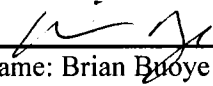
MORPHE, LLC,
as the Grantor

By: 
Name: Myles McCormick
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006722 FRAME: 0062

JEFFERIES FINANCE LLC,
as the Agent

By: 
Name: Brian Buoye
Title: Managing Director

SCHEDULE A

U.S. Trademark Registrations and Applications

<u>OWNER</u>	<u>APPLICATION / REGISTRATION NO.</u>	<u>TRADEMARK</u>
Morphe, LLC	5704173	BLEND THE RULES
Morphe, LLC	5710766	FLUIDITY
Morphe, LLC	5756672	MORPHE
Morphe, LLC	4967948	MORPHE
Morphe, LLC	4424302	MORPHE