

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM612534

|                                     |                            |                       |                                     |
|-------------------------------------|----------------------------|-----------------------|-------------------------------------|
| <b>SUBMISSION TYPE:</b>             | NEW ASSIGNMENT             |                       |                                     |
| <b>NATURE OF CONVEYANCE:</b>        | Security Agreement         |                       |                                     |
| <b>CONVEYING PARTY DATA</b>         |                            |                       |                                     |
| <b>Name</b>                         | <b>Formerly</b>            | <b>Execution Date</b> | <b>Entity Type</b>                  |
| Personalized Beauty Discovery, Inc. |                            | 12/04/2020            | Corporation: DELAWARE               |
| Boxy Charm, Inc.                    |                            | 12/04/2020            | Corporation: FLORIDA                |
| Beauty Perspectives, LLC            |                            | 12/04/2020            | Limited Liability Company: DELAWARE |
| <b>RECEIVING PARTY DATA</b>         |                            |                       |                                     |
| <b>Name:</b>                        | JPMorgan Chase Bank, N.A.  |                       |                                     |
| <b>Street Address:</b>              | 237 Park Avenue, Floor 06  |                       |                                     |
| <b>City:</b>                        | New York                   |                       |                                     |
| <b>State/Country:</b>               | NEW YORK                   |                       |                                     |
| <b>Postal Code:</b>                 | 10017                      |                       |                                     |
| <b>Entity Type:</b>                 | Association: UNITED STATES |                       |                                     |
| <b>PROPERTY NUMBERS Total: 22</b>   |                            |                       |                                     |
| <b>Property Type</b>                | <b>Number</b>              | <b>Word Mark</b>      |                                     |
| <b>Registration Number:</b>         | 6100651                    | CC                    |                                     |
| <b>Registration Number:</b>         | 5500766                    | BOXYCHARM             |                                     |
| <b>Registration Number:</b>         | 5326917                    | BOXYCHARM             |                                     |
| <b>Registration Number:</b>         | 5326919                    | BOXYCHARM             |                                     |
| <b>Registration Number:</b>         | 4726569                    | BOXYCHARM             |                                     |
| <b>Registration Number:</b>         | 5326918                    | HELLO, CHARMER!       |                                     |
| <b>Registration Number:</b>         | 5426253                    |                       |                                     |
| <b>Registration Number:</b>         | 5360106                    | BC                    |                                     |
| <b>Registration Number:</b>         | 5275646                    | GENERATION BEAUTY     |                                     |
| <b>Registration Number:</b>         | 5273098                    | GLAM BAG              |                                     |
| <b>Registration Number:</b>         | 5344754                    | IPSY                  |                                     |
| <b>Registration Number:</b>         | 6076249                    | SYN-TECH              |                                     |
| <b>Registration Number:</b>         | 4917592                    | GB                    |                                     |
| <b>Registration Number:</b>         | 4917586                    | IPSY                  |                                     |
| <b>Registration Number:</b>         | 5057121                    | IPSY                  |                                     |
| <b>Registration Number:</b>         | 6206614                    | IPSY LIVE             |                                     |

OP \$565.00 6100651

TRADEMARK

| Property Type        | Number   | Word Mark          |
|----------------------|----------|--------------------|
| Registration Number: | 4295809  | IPSY               |
| Registration Number: | 4803699  | IPSY               |
| Registration Number: | 6045451  | DESTINATION: IPSY  |
| Serial Number:       | 88734091 | COMPLEX CC CULTURE |
| Serial Number:       | 88483119 | DISCOVER YOURSELF  |
| Registration Number: | 5326916  | BOXYCHARM          |

**CORRESPONDENCE DATA**

Fax Number: 8009144240  
*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: 800-713-0755  
Email: james.murray@wolterskluwer.com, ECarrera@cahill.com  
Correspondent Name: CT Corporation  
Address Line 1: 4400 Easton Commons Way  
Address Line 2: Suite 125  
Address Line 4: Columbus, OHIO 43219

|                           |                  |
|---------------------------|------------------|
| <b>NAME OF SUBMITTER:</b> | Elaine Carrera   |
| <b>SIGNATURE:</b>         | /Elaine Carrera/ |
| <b>DATE SIGNED:</b>       | 12/04/2020       |

**Total Attachments: 7**  
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is entered into as of December 4, 2020, by and among Personalized Beauty Discovery, Inc., Boxy Charm, Inc. and Beauty Perspectives (each a “Grantor”) and JPMorgan Chase Bank, N.A., in its capacity as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”).

PRELIMINARY STATEMENTS

WHEREAS, each Grantor is party to that certain Pledge and Security Agreement, dated as of December 4, 2020 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented or otherwise modified, the “Security Agreement”), in favor of the Collateral Agent pursuant to which each Grantor granted to the Secured Parties a security interest in and continuing lien on, certain intellectual property rights owned by each Grantor and pursuant to which each Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Collateral Agent for itself and the ratable benefit of the Secured Parties a continuing lien on and security interest in and to all of its right, title and interest in, to and under (a) all Trademarks owned by or exclusively licensed to each Grantor, including but not limited to the Trademarks listed on Schedule I attached hereto but excluding any “intent-to-use” trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a “Statement of Use” and issuance of a “Certificate of Registration” pursuant to Section 1(d) of the Lanham Act or an accepted filing of an “Amendment to Allege Use” whereby such “intent-to-use trademark” application is converted to a “use in commerce” application pursuant to Section 1(c) of the Lanham Act; (b) all extensions or renewals of any of the foregoing; (c) all of the goodwill of the business connected with the use of and symbolized by the foregoing; (d) the right to sue for past, present and future infringement, dilution or violation of any of the foregoing or for any injury to goodwill; and (e) all Proceeds of the foregoing, including without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit (collectively, the “Trademark Collateral”). Notwithstanding the foregoing or anything herein to the contrary, in no event shall the “Trademark Collateral” include, or the security interests attach to, any Excluded Asset.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and should not be deemed to grant a broader security interest in the Trademark Collateral than what is granted by each Grantor to the Collateral Agent in the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement (and are expressly subject to the terms and conditions thereof), the

terms and provisions of which are incorporated by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge and deliver to each Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

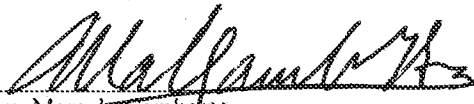
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IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PERSONALIZED BEAUTY DISCOVERY, INC.

By:   
Name: Marcelo Cambrios  
Title: Chief Executive Officer

BOXY CHARM, INC.

By:   
Name: Marcelo Cambrios  
Title: Chief Executive Officer, Secretary and Treasurer

BEAUTY PERSPECTIVES, LLC

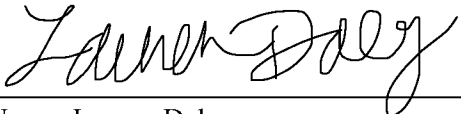
By: Personalized Beauty Discovery, Inc.  
Its: Sole Member

By:   
Name: Marcelo Cambrios  
Title: Chief Executive Officer

*[Signature Page to Trademark Security Agreement]*

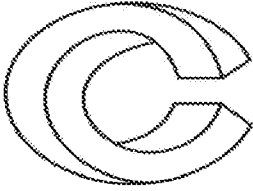




Accepted and Agreed:

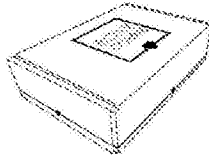
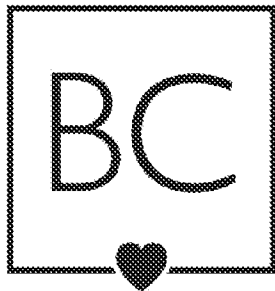
**JPMORGAN CHASE BANK, N.A.,**  
as Collateral Agent

By:   
Name: Lauren Daley  
Title: Authorized Officer

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

**UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS:**

| Trademark  | Application No. | Registration No. | Owner                    |
|--|-----------------|------------------|--------------------------|
| CC<br>                | 88/734,054      | 6100651          | Beauty Perspectives, LLC |
| COMPLEX C CULTURE<br> | 88/734,091      |                  | Beauty Perspectives, LLC |
| BOXYCHARM  | 87/484,158      | 5,500,766        | Boxy Charm, Inc.         |
| BOXYCHARM  | 87/275,175      | 5326916          | Boxy Charm, Inc.         |
| BOXYCHARM<br>       | 87/275,222      | 5326917          | Boxy Charm, Inc.         |
| BOXYCHARM<br>       | 87/275,250      | 5326919          | Boxy Charm, Inc.         |
| BOXYCHARM<br>       | 86/306,376      | 4726569          | Boxy Charm, Inc.         |
| HELLO, CHARMER!  | 87/275,236      | 5326918          | Boxy Charm, Inc.         |
| DESIGN   | 87/456,637      | 5426253          | Boxy Charm, Inc.         |

| Trademark   | Application No. | Registration No. | Owner                               |
|---|-----------------|------------------|-------------------------------------|
|        |                 |                  |                                     |
| BC<br> | 87/497,821      | 5360106          | Boxy Charm, Inc.                    |
| DISCOVER YOURSELF   | 88/483,119      |                  | Personalized Beauty Discovery, Inc. |
| GENERATION BEAUTY   | 87/296,967      | 5275646          | Personalized Beauty Discovery, Inc. |
| GLAM BAG  | 87/296,905      | 5273098          | Personalized Beauty Discovery, Inc. |
| IPSY  | 87/296,860      | 5344754          | Personalized Beauty Discovery, Inc. |
| SYN-TECH  | 88/417,355      | 6076249          | Personalized Beauty Discovery, Inc. |
| GB  | 86/513,114      | 4917592          | Personalized Beauty Discovery, Inc. |
| IPSY  | 86/512,937      | 4917586          | Personalized Beauty Discovery, Inc. |
| IPSY  | 86/512,930      | 5057121          | Personalized Beauty Discovery, Inc. |
| IPSY LIVE   | 88/417,728      | 6206614          | Personalized Beauty Discovery, Inc. |
| IPSY  | 85/731,022      | 4295809          | Personalized Beauty Discovery, Inc. |
| IPSY  | 86/512,944      | 4803699          | Personalized Beauty Discovery, Inc. |
| DESINATION: IPSY  | 88/407,898      | 6045451          | Personalized Beauty Discovery, Inc. |