

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM745080

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OBAGI COSMECEUTICALS LLC		07/27/2022	Limited Liability Company: DELAWARE
MILK MAKEUP LLC		07/27/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	MC: NY1-C413, 4 Chase Metrotech Center		
City:	Brooklyn		
State/Country:	NEW YORK		
Postal Code:	11245-0001		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 74			
Property Type	Number	Word Mark	
Registration Number:	5327902	HOLOGRAPHIC STICK	
Registration Number:	5410699	LIVE YOUR LOOK	
Registration Number:	6096848		
Registration Number:	6548104	KUSH GROWHOUSE	
Registration Number:	5944255	BE CONSCIOUS. BE FEARLESS. BE BEAUTIFUL.	
Registration Number:	2302207	BLENDER	
Registration Number:	6176442	BLUE BRILLIANCE	
Registration Number:	2950469	BLUE PEEL	
Registration Number:	3924749	BLUE PEEL	
Registration Number:	4043279	BLUE PEEL RADIANCE	
Registration Number:	5678004	CLENZIDERM	
Registration Number:	5678005	CLENZIDERM M.D.	
Registration Number:	3785353	CLENZIDERM M.D. ACNE THERAPEUTIC SYSTEM	
Registration Number:	3652060	ELASTIDERM	
Registration Number:	3574189	ELASTIDERM	
Registration Number:	1958029	EXFODERM	
Registration Number:	5916720	HYDRO-DROPS	

CH \$1865.00 5327902

Property Type	Number	Word Mark
Registration Number:	5245518	J J J J
Registration Number:	5261654	KÈRAPHINE
Registration Number:	4601982	NEW TO NU-DERM
Registration Number:	4329021	NU-DERM
Registration Number:	2203028	OBAGI
Registration Number:	2838565	OBAGI
Registration Number:	2786594	OBAGI
Registration Number:	2450253	OBAGI
Registration Number:	6020161	OBAGI
Registration Number:	2155170	OBAGI BLUE PEEL
Registration Number:	3410886	OBAGI CLENZIDERM
Registration Number:	6364820	OBAGI CLINICAL
Registration Number:	6166002	OBAGI CLINICAL
Registration Number:	6215072	OBAGI DOORSTEP DELIVERY
Registration Number:	3568040	OBAGI ELASTIDERM
Registration Number:	3949060	OBAGI FOR LIFE
Registration Number:	6389040	OBAGI FOR LIFE
Registration Number:	4456046	OBAGI HYDRATE
Registration Number:	4914115	OBAGI HYDRATE LUXE
Registration Number:	2454186	
Registration Number:	4390981	OBAGI MEDICAL
Registration Number:	6433283	OBAGI MEDICAL
Registration Number:	5777325	OBAGI MEDICAL PRODUCTS
Registration Number:	2155067	OBAGI NU-DERM
Registration Number:	3813278	OBAGI NU-DERM
Registration Number:	5900128	OBAGI NU-DERM FX
Registration Number:	5023962	OBAGI PREMIER POINTS
Registration Number:	4625205	OBAGI SKIN HEALTH INSTITUTE
Registration Number:	4328443	OBAGI SYSTEM
Registration Number:	5059802	OBAGI360
Registration Number:	2955085	OBAGI-C
Registration Number:	4161388	OTHERS PROMISE. OBAGI DELIVERS.
Registration Number:	5731183	PROFESSIONAL-C
Registration Number:	5916929	SKINCLUSION
Registration Number:	5943226	SOLUZYL TECHNOLOGY
Registration Number:	2300062	SUNFADER
Registration Number:	2569150	TOLEREEN
Registration Number:	5437246	HYDRAFACTOR

Property Type	Number	Word Mark
Registration Number:	6586739	OBAGI MEDICAL SUN SHIELD MINERAL BROAD S
Registration Number:	6629669	FLEXFLUID
Registration Number:	6629643	ISOPLENTIX
Registration Number:	6702537	OBAGI CLINICAL
Registration Number:	6584803	OBAGI MEDICAL
Registration Number:	6714747	PREMIER SHOPMD
Registration Number:	6586769	OBAGI MEDICAL SUN SHIELD TINT BROAD SPEC
Registration Number:	6586759	OBAGI MEDICAL SUN SHIELD MATTE BROAD SPE
Registration Number:	6777034	NU-DERM
Serial Number:	90760529	THE RISE MASCARA
Serial Number:	97446517	MILK MAKEUP
Serial Number:	88161779	GENUINE OBAGI
Serial Number:	90809403	NOURIPLEX
Serial Number:	90833225	OBAGI INFUSEIQ
Serial Number:	90597023	OBAGI NU-CIL
Serial Number:	90420572	OBAGI PROFESSIONAL
Serial Number:	90537217	SKINTRINSIQ
Serial Number:	97477818	REBUILDIDERM
Serial Number:	97477826	BARRIERPLEX

CORRESPONDENCE DATA

Fax Number: 2124552502

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: 2124552592

Email: jnull@stblaw.com

Correspondent Name: Courtney Welshimer

Address Line 1: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER: 509265/2403

NAME OF SUBMITTER: J. Jason Mull

SIGNATURE: /J. Jason Mull/

DATE SIGNED: 08/01/2022

Total Attachments: 7

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TRADEMARK PROPERTY SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of July 27, 2022 (as amended, restated, supplemented or otherwise modified from time to time, this “Trademark Security Agreement”), is made by OBAGI COSMECEUTICALS LLC, a Delaware limited liability company, and MILK MAKEUP LLC, a Delaware limited liability company (each, a “Grantor” and together, the “Grantors”), and JPMorgan Chase Bank, N.A., as Administrative Agent (in such capacity and together with its successors in such capacity, the “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, reference is made to that certain Credit Agreement, dated as of June 24, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) among Waldencast Partners LP, an exempted limited partnership organized under the laws of Cayman Islands acting through its sole general partner, Waldencast Cayman LLC, a limited liability company incorporated under the laws of the Cayman Islands with registration number 5126, Waldencast Finco Limited, a private company organized under the laws of Jersey (the “Borrower”), the Lenders from time to time party thereto and the Administrative Agent.

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Grantors shall have executed and delivered that certain U.S. Collateral Agreement, dated as of July 27, 2022, in favor of the Administrative Agent (as amended, restated, supplemented, replaced or otherwise modified from time to time, the “U.S. Collateral Agreement”). Capitalized terms used and not defined herein have the meanings given to such terms in the U.S. Collateral Agreement.

WHEREAS, under the terms of the U.S. Collateral Agreement, each Grantor has granted a security interest in certain property, including the Trademark Collateral (as defined below), to the Administrative Agent for the benefit of the Secured Parties, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office and any successor office thereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Grant of Security. Each Grantor hereby grants to the Administrative Agent for the benefit of the Secured Parties a security interest in and to all of such Grantor’s right, title and interest in and to the following (the “Trademark Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor’s Obligations:

- (i) all U.S. trademarks, service marks, trade names, corporate names, company names, business names, trade dress, trade styles, logos, or other indicia of origin or source identification, trademark and service mark registrations, and applications for trademark or service mark registrations and any extensions or renewals thereof, including each registration and application identified in Schedule 1 attached hereto, however, not including any pending “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, 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, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and other violations thereof,

(iii) all income, fees, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including payments under all licenses entered into in connection therewith, payments arising out of any other sale, lease, license or other disposition thereof and damages, claims and payments for past, present or future infringements and other violations thereof), (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto, and (v) the goodwill of the business connected with the use of, and symbolized by, each of the above, and all common law rights related thereto.

2. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer, as applicable, record this Trademark Security Agreement.

3. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts (including by facsimile or other electronic imaging means), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

4. Governing Law. This Trademark Security Agreement and all claims or causes of action (whether in contract, tort or otherwise) that may be based upon, arise out of or relate in any way hereto or the negotiation, execution or performance thereof or the transactions contemplated hereby, unless otherwise expressly set forth therein, shall be governed by, and construed in accordance with, the law of the state of New York.

5. Conflict Provision. This Trademark Security Agreement has been entered into in conjunction with the provisions of the U.S. Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the U.S. Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Trademark Security Agreement are in conflict with the U.S. Collateral Agreement or the Credit Agreement, the provisions of the U.S. Collateral Agreement or the Credit Agreement shall govern.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each of the undersigned has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

OBAGI COSMECEUTICALS LLC

DocuSigned by:
Michel Brousset
By: _____
Name: Michel Brousset
Title: Director

MILK MAKEUP LLC

DocuSigned by:
Michel Brousset
By: _____
Name: Michel Brousset
Title: Director


JPMORGAN CHASE BANK, N.A., as Administrative Agent

By:  _____
Name: Jeffrey C Miller
Title: Managing Director

TRADEMARKS


UNITED STATES TRADEMARKS:

Registrations:

Mark	Owner	Serial No.	Registration No.
HOLOGRAPHIC STICK	Milk Makeup LLC	87/384,277	5,327,902
LIVE YOUR LOOK	Milk Makeup LLC	87/384,276	5,410,699
	Milk Makeup LLC	87/813,051	6,096,848
KUSH GROWHOUSE	Milk Makeup LLC	88/299,407	6,548,104
BE CONSCIOUS. BE FEARLESS. BE BEAUTIFUL.	Obagi Cosmeceuticals LLC	88/534180	5944255
BLENDER	Obagi Cosmeceuticals LLC	75/615066	2302207
BLUE BRILLIANCE	Obagi Cosmeceuticals LLC	88/610704	6176442
BLUE PEEL	Obagi Cosmeceuticals LLC	76/464317	2950469
BLUE PEEL	Obagi Cosmeceuticals LLC	77/941240	3924749
BLUE PEEL RADIANCE	Obagi Cosmeceuticals LLC	85/175186	4043279
CLENZIDERM	Obagi Cosmeceuticals LLC	87/808608	5678004
CLENZIDERM M.D.	Obagi Cosmeceuticals LLC	87/808646	5678005
CLENZIDERM M.D. ACNE THERAPEUTIC SYSTEM	Obagi Cosmeceuticals LLC	77/417283	3785353
ELASTIDERM	Obagi Cosmeceuticals LLC	77/371708	3652060
ELASTIDERM	Obagi Cosmeceuticals LLC	78/972392	3574189
EXFODERM	Obagi Cosmeceuticals LLC	74/660836	1958029
HYDRO-DROPS	Obagi Cosmeceuticals LLC	88/307010	5916720
JJJJ DESIGN (OBAGI GR SYMBOL)	Obagi Cosmeceuticals LLC	87/273681	5245518
KERAPHINE	Obagi Cosmeceuticals LLC	86/723241	5261654
NEW TO NU-DERM	Obagi Cosmeceuticals LLC	85/685521	4601982
NU-DERM	Obagi Cosmeceuticals LLC	85/449656	4329021
OBAGI	Obagi Cosmeceuticals LLC	74/442512	2203028
OBAGI	Obagi Cosmeceuticals LLC	78/198050	2838565
OBAGI	Obagi Cosmeceuticals LLC	78/201322	2786594
OBAGI & Label Design	Obagi Cosmeceuticals LLC	75/979799	2450253
OBAGI (stylized and/or with design)	Obagi Cosmeceuticals LLC	88/294732	6020161
OBAGI BLUE PEEL	Obagi Cosmeceuticals LLC	74/691164	2155170
OBAGI CLENZIDERM	Obagi Cosmeceuticals LLC	78/910113	3410886
OBAGI CLINICAL	Obagi Cosmeceuticals LLC	88/097938	6364820
OBAGI CLINICAL	Obagi Cosmeceuticals LLC	88/978443	6166002
OBAGI DOORSTEP DELIVERY	Obagi Cosmeceuticals LLC	88/864986	6215072

OBAGI ELASTIDERM	Obagi Cosmeceuticals LLC	77/007945	3568040
OBAGI FOR LIFE	Obagi Cosmeceuticals LLC	77/959765	3949060
OBAGI FOR LIFE	Obagi Cosmeceuticals LLC	90/257863	6389040
OBAGI HYDRATE	Obagi Cosmeceuticals LLC	85/696192	4456046
OBAGI HYDRATE LUXE	Obagi Cosmeceuticals LLC	85/950577	4914115
Obagi Label Design (no words)	Obagi Cosmeceuticals LLC	75/980004	2454186
OBAGI MEDICAL & Design (Bars)	Obagi Cosmeceuticals LLC	85/740358	4390981
OBAGI MEDICAL Logo	Obagi Cosmeceuticals LLC	90/289462	6433283
OBAGI MEDICAL PRODUCTS	Obagi Cosmeceuticals LLC	87/980541	5777325
OBAGI NU-DERM	Obagi Cosmeceuticals LLC	74/442192	2155067
OBAGI NU-DERM	Obagi Cosmeceuticals LLC	77/816505	3813278
OBAGI NU-DERM FX	Obagi Cosmeceuticals LLC	87/803842	5900128
OBAGI PREMIER POINTS	Obagi Cosmeceuticals LLC	86/718818	5023962
OBAGI SKIN HEALTH INSTITUTE	Obagi Cosmeceuticals LLC	85/281848	4625205
OBAGI SYSTEM & Design (Bars)	Obagi Cosmeceuticals LLC	85/763367	4328443
OBAGI360	Obagi Cosmeceuticals LLC	85/908326	5059802
OBAGI-C	Obagi Cosmeceuticals LLC	78/413318	2955085
OTHERS PROMISE. OBAGI DELIVERS	Obagi Cosmeceuticals LLC	85/475467	4161388
PROFESSIONAL-C	Obagi Cosmeceuticals LLC	87/808505	5731183
SKINCLUSION	Obagi Cosmeceuticals LLC	88/975980	5916929
SOLUZYL TECHNOLOGY	Obagi Cosmeceuticals LLC	88/458705	5943226
SUNFADER	Obagi Cosmeceuticals LLC	75/615064	2300062
TOLEREEN	Obagi Cosmeceuticals LLC	76/025767	2569150
HYDRAFACTOR	Obagi Cosmeceuticals LLC	87588856	5437246
OBAGI MEDICAL SUN SHIELD MINERAL BROAD SPECTRUM SPF 50 SUNSCREEN LOTION	Obagi Cosmeceuticals LLC	90/340560	6586739
FLEXFLUID	Obagi Cosmeceuticals LLC	88/678400	6629669
ISOPLENTIX	Obagi Cosmeceuticals LLC	88/631632	6629643
OBAGI CLINICAL Logo	Obagi Cosmeceuticals LLC	90/240969	6702537
OBAGI MEDICAL Logo	Obagi Cosmeceuticals LLC	90/227276	6584803
PREMIER SHOPMD	Obagi Cosmeceuticals LLC	90/500171	6714747
OBAGI MEDICAL SUN SHIELD TINT BROAD SPECTRUM SPF 50 SUNSCREEN LOTION (and Design)	Obagi Cosmeceuticals LLC	90/349868	6586769
OBAGI MEDICAL SUN SHIELD MATTE BROAD SPECTRUM SPF 50 SUNSCREEN LOTION (and design)	Obagi Cosmeceuticals LLC	90/347282	6586759
NU-DERM	Obagi Cosmeceuticals LLC	87/900583	6777034

Applications:

Mark	Owner	Serial Number
THE RISE MASCARA	Milk Makeup LLC	90/760,529
	Milk Makeup LLC	97446517
GENUINE OBAGI	Obagi Cosmeceuticals LLC	88/161779
NOURIPLEX	Obagi Cosmeceuticals LLC	90/809403
OBAGI INFUSEIQ	Obagi Cosmeceuticals LLC	90/833225
OBAGI NU-CIL	Obagi Cosmeceuticals LLC	90/597023
OBAGI PROFESSIONAL	Obagi Cosmeceuticals LLC	90/420572
SKINTRINSIQ	Obagi Cosmeceuticals LLC	90/537217
REBUILDIDERM	Obagi Cosmeceuticals LLC	97477818
BARRIERPLEX	Obagi Cosmeceuticals LLC	97477826