

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM540332

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JAPONESQUE, LLC		09/10/2019	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	340 Madison Avenue		
Internal Address:	11th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10173		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 29			
Property Type	Number	Word Mark	
Registration Number:	1901780	JAPONESQUE	
Registration Number:	2063218	LIPSTICK PALETTE	
Registration Number:	2063219	MAKEUP PALETTE	
Registration Number:	2124941	PRECISION LASH CURLER	
Registration Number:	2143551	GOTTA GO	
Registration Number:	2316072	JAPONESQUE	
Registration Number:	2516117	LIPSTICK PALETTE	
Registration Number:	2516116	MAKEUP PALETTE	
Registration Number:	2525228	GO CURL	
Registration Number:	4610454	VELVET TOUCH	
Registration Number:	4634442		
Registration Number:	4634444		
Registration Number:	4634443		
Registration Number:	4687872	SALON COLLECTION	
Registration Number:	4851617	PIXELATED COLOR	
Registration Number:	4947306	AMP-UP ADJUSTABLE IMPACT MASCARA	
Registration Number:	5298364	KUMADORI	
Serial Number:	87364010	WHIMSY	

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	87364027	WHIMSY
Serial Number:	88169738	OHME
Serial Number:	88250402	OHME
Serial Number:	88153647	OHME
Serial Number:	88355700	KUMADORI
Serial Number:	88398823	JAPONESQUE
Serial Number:	88402266	PXL
Serial Number:	88419809	AMP-UP
Serial Number:	88420788	PXL PIXELATED COLOR
Registration Number:	3499634	CREATE BEAUTY
Registration Number:	3499635	JAPONESQUE CREATE BEAUTY

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: 6142803566

Email: james.murray@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Syed Humza Moinuddin
SIGNATURE:	/Syed Humza Moinuddin/
DATE SIGNED:	09/11/2019

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"), dated as of September 10, 2019, is made by JAPONESQUE, LLC, a California limited liability company ("Grantor"), in favor of PNC BANK, NATIONAL ASSOCIATION ("Grantee"), as administrative agent for the financial institutions which are now or which hereafter become a party (collectively, the "Lenders" and each individually, a "Lender") to that certain Revolving Credit and Guaranty Agreement (as in effect on the date hereof and as amended, restated, modified and supplemented from time to time, the "Credit Agreement"), dated of even date herewith, by and among Grantor, certain Affiliates of Grantor, Grantee, Guarantor and Lenders.

WHEREAS, pursuant to the Credit Agreement, the Lenders have extended and may extend certain loans and other financial accommodations to the Grantor;

WHEREAS, under the terms of the Credit Agreement, the Grantor has granted to Grantee a security interest in, among other property, the intellectual property of the Grantor; and

WHEREAS, the Grantor has agreed to execute and deliver this Trademark Security Agreement for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office ("USPTO").

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

1. Defined Terms. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. Grant of Security. Grantor hereby pledges and grants to the Grantee a security interest in and to all of the right, title and interest of Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "Trademark Collateral"):

(a) the trademarks and trademark applications set forth on Schedule 1 hereto and all renewals and extensions thereof and amendments thereto and the goodwill associated therewith and with Grantor's business symbolized by the foregoing or connected therewith (the "Trademarks");

(b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable Law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, dilution, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Notwithstanding anything contained in this Trademark Security Agreement to the contrary, the term "Trademark Collateral" shall not include any intent-to-use (or similar) trademark applications for which an amendment to allege use, statement of use or similar filing has not been filed under applicable Law, or

if filed, has not been deemed in conformance with applicable Law or examined and accepted, respectively, by the USPTO or other applicable Governmental Authority; provided, that, upon such filing and acceptance, such intent-to-use trademark application shall be considered Trademark Collateral.

3. Recordation. Grantor hereby authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Grantee.

4. Financing Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Credit Agreement. The provisions of the Credit Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Grantee with respect to the Trademark Collateral are as provided by the Credit Agreement and Financing Documents and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

5. Special Power of Attorney. Grantor will, concurrently with the execution and delivery of this Trademark Security Agreement, execute and deliver to Grantee an original of a Special Power of Attorney for the implementation, following the occurrence of an Event of Default, of the assignment, sale or other disposition of the Trademark Collateral pursuant to Grantee's exercise of the rights and remedies granted to Grantee hereunder and under the Financing Documents.

6. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in 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 in electronic format (*i.e.*, "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

7. Successors and Assigns. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

8. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).


9. Disputes. All claims, disputes and controversies between the Grantor and Grantee, whether in tort, contract or otherwise, arising out of or relating in any way to this Trademark Security Agreement, shall be governed by the dispute resolution provisions set forth in the Credit Agreement.

[Signature page follows]

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

BORROWER:

JAPONESQUE, LLC

By: 
Name: Stephen Parks
Title: Secretary

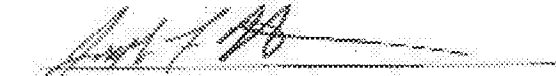
[Signature Page to Trademark Security Agreement (Japonesque)]

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AGREED TO AND ACCEPTED:

PNC BANK, NATIONAL ASSOCIATION,
as Grantee and Administrative Agent for the Lenders

By:



Name: Joseph F. Merin

Title: AVP

Address: 340 Madison Avenue
New York, NY 10173

{Signature Page to Trademark Security Agreement (Japanese)}

TRADEMARK
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SCHEDULE 1
TRADEMARKS AND TRADEMARK APPLICATIONS

Mark Name	Country	Owner	Reg. No. (App. No.)	Reg. Date (App. Date)
Japonesque (class 21)	United States	Japonesque, LLC	1,901,780	6/27/95
Lipstick Palette (class 18)	United States	Japonesque, LLC	2,063,218	5/20/97
Makeup Palette (class 18)	United States	Japonesque, LLC	2,063,219	5/20/97
Precision Lash Curler (class 21)	United States	Japonesque, LLC	2,124,941	12/30/97
Gotta Go (class 18)	United States	Japonesque, LLC	2,143,551	3/10/98
Japonesque (classes 9, 16, 18, 42)	United States	Japonesque, LLC	2,316,072	2/8/00
Lipstick Palette (class 3)	United States	Japonesque, LLC	2,516,117	12/11/01
Makeup Palette (class 3)	United States	Japonesque, LLC	2,516,116	12/11/01
Go Curl (class 8)	United States	Japonesque, LLC	2,525,228	1/1/02
Create Beauty (classes 31, 3, 8)	United States	Japonesque, LLC	3,499,634	9/9/08
Japonesque Create Beauty (classes 21, 3, 8)	United States	Japonesque, LLC	3,499,635	9/9/08
Velvet Touch (class 3)	United States	Japonesque, LLC	4,610,454	9/23/14
Gel Top (red, dark pink, pink) (class 3)	United States	Japonesque, LLC	4,634,442	11/4/14
Gel Top (dark blue, light blue, violet, green) (class 3)	United States	Japonesque, LLC	4,634,444	11/4/14
Gel Top (purple, violet, light blue, pink, white) (class 3)	United States	Japonesque, LLC	4,634,443	11/4/14
Salon Collection (2nd app) (class 21)	United States	Japonesque, LLC	4,687,872	2/17/15
Pixelated Color	United States	Japonesque, LLC	4,851,617	11/10/15

Mark Name	Country	Owner	Reg. No. (App. No.)	Reg. Date (App. Date)
(Stand Char) (class 3)				
Amp-Up Adjustable Impact Mascara (class 3)	United States	Japonesque, LLC	4,947,306	4/26/16
Kumadori (class 21)	United States	Japonesque, LLC	5,298,364	9/26/17
Whimsy (classes 8, 21)	United States	Japonesque, LLC	87364010	3/8/17
Whimsey (classes 8, 21)	United States	Japonesque, LLC	87364027	3/8/17
OHME (class 8, 26)	United States	Japonesque, LLC	88169738	10/25/18
OHME (classes 5, 25, 27)	United States	Japonesque, LLC	88250402	1/4/19
OHME (classes 3, 5, 21)	United States	Japonesque, LLC	88153647	10/12/18
Kumadori (class 3)	United States	Japonesque, LLC	88355700	3/25/19
Japonesque (classes 8, 3)	United States	Japonesque, LLC	88398823	4/23/19
PXL (classes 3, 8, 21)	United States	Japonesque, LLC	88402266	4/25/19
AMP-UP (class 3)	United States	Japonesque, LLC	88419809	5/7/19
PXL Pixelated Color (classes 3, 8, 21)	United States	Japonesque, LLC	88420788	5/8/19
Gotta Go	Canada	Japonesque, LLC	TMA905934	6/10/15
Japonesque Create Beauty	Canada	Japonesque, LLC	TMA905933	6/10/15

[Trademark Security Agreement]

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RECORDED: 09/11/2019

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