

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM540556

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Japonesque, LLC		09/10/2019	Limited Liability Company: CALIFORNIA

RECEIVING PARTY DATA

Name:	Graycliff Mezzanine III LP
Street Address:	c/o Graycliff Partners LP
Internal Address:	500 Fifth Avenue, 47th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10110
Entity Type:	Limited Partnership: DELAWARE

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:	3499634	CREATE BEAUTY
Registration Number:	3499635	JAPONESQUE CREATE BEAUTY
Registration Number:	4610454	VELVET TOUCH
Registration Number:	4634442	
Registration Number:	4634444	
Registration Number:	4634443	
Registration Number:	4687872	SALON COLLECTION
Registration Number:	4851617	PIXELATED COLOR

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4947306	AMP-UP ADJUSTABLE IMPACT MASCARA
Registration Number:	5298364	KUMADORI
Serial Number:	87364010	WHIMSY
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

CORRESPONDENCE DATA

Fax Number: 7044441111

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: 704-444-1124

Email: elaine.hunt@alston.com

Correspondent Name: Michele M. Glessner

Address Line 1: Alston & Bird LLP

Address Line 2: 101 South Tryon Street, Suite 4000

Address Line 4: Charlotte, NORTH CAROLINA 28280-4000

NAME OF SUBMITTER: Elaine B. Hunt

SIGNATURE: /Elaine B. Hunt/

DATE SIGNED: 09/12/2019

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

WHEREAS, Japonisque, LLC, a California limited liability company (“**Grantor**”), with an address at 2420 Camino Ramon, Suite 250, San Ramon, California 94583, owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, the Grantor is party to that certain Security and Pledge Agreement dated as of September 10, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantor, certain Affiliates of the Grantor, and **Graycliff Mezzanine III LP**, as the Administrative Agent for the Lenders (in such capacity, the “**Agent**”), pursuant to which the Grantor granted a security interest to the Agent (for the benefit of itself and the Lenders) in the Trademark Collateral (as defined below) and is required to execute and deliver this Trademark Security Agreement (this “**Agreement**”).

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meanings given to them in the Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to the Agent (for the benefit of itself and the Lenders) pursuant to the Security Agreement, Grantor hereby grants to the Agent (for the benefit of itself and the Lenders) a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “**Trademark Collateral**”):

- (i) all Trademarks, (including, without limitation, the trademarks set forth on Schedule A annexed hereto), all rights corresponding thereto and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof;
- (ii) all goodwill of such Grantor’s business symbolized by the Trademarks associated therewith;
- (iii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral; and
- (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment of any of the foregoing.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 of the Security Agreement attach to any "intent-to-use" (or similar) trademark applications for which a statement of use or an amendment to allege use has not been filed with the United States Patent and Trademark Office or other applicable governmental authority (but only until such statement or amendment is filed with the United States Patent and Trademark Office or other applicable governmental authority), and solely 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, or void or cause the abandonment or lapse of, such application or any registration that issues from such intent-to-use application under applicable law.

Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF TO THE EXTENT SUCH PRINCIPLES WOULD CAUSE THE APPLICATION OF THE LAW OF ANOTHER STATE, EXCEPT TO THE EXTENT THAT THE UCC PROVIDES THAT THE PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK, IN WHICH CASE THE LAWS OF SUCH JURISDICTION SHALL GOVERN WITH RESPECT TO THE PERFECTION OF THE SECURITY INTEREST IN, OR THE REMEDIES WITH RESPECT TO, SUCH PARTICULAR COLLATERAL.

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page to this Agreement by telecopy or electronic transmission (including Adobe pdf file) shall be as effective as delivery of a manually executed counterpart of this Agreement.

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

JAPONESQUE, LLC

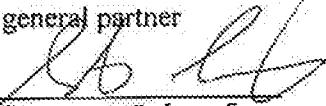
By: 
Name: Stephen Parks
Title: Secretary

Accepted and Agreed:

GRAYCLIFF MEZZANINE III LP,
as the Administrative Agent

By: Graycliff Mezzanine III GP LP,
its general partner

By: Graycliff Mezzanine III GP Partners
LLC, its general partner

By: 
Name: Steven Schaefer
Title: Chief Financial Officer

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND 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

Mark Name	Country	Owner	Reg. No. (App. No.)	Reg. Date (App. Date)
Pixelated Color (Stand Char) (class 3)	United States	Japonesque, LLC	4,851,617	11/10/15
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