

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM690109

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Japonesque, LLC		11/23/2021	Limited Liability Company: CALIFORNIA

RECEIVING PARTY DATA

Name:	Star Mountain Diversified Credit Income Fund III, LP
Street Address:	140 East 45th Street
Internal Address:	37th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 52

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
Registration Number:	4947306	AMP-UP ADJUSTABLE IMPACT MASCARA

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5298364	KUMADORI
Serial Number:	88169738	OHME
Serial Number:	88250402	OHME
Serial Number:	88153647	OHME
Registration Number:	5953559	JAPONESQUE
Serial Number:	90879585	OHME
Registration Number:	5946532	KUMADORI
Serial Number:	88978500	OHME
Serial Number:	88402266	PXL
Registration Number:	6253125	PXL
Registration Number:	6449330	AMP-UP
Serial Number:	88420788	PXL PIXELATED COLOR
Registration Number:	6213136	PXL PIXELATED COLOR
Serial Number:	88596920	OLIVER GRAY
Serial Number:	90010692	THE ORIGINAL MAKEUP ERASER
Serial Number:	90010688	THE ORIGINAL MAKEUP ERASER
Serial Number:	90004819	THE ORIGINAL MAKEUP ERASER
Serial Number:	90004815	THE ORIGINAL MAKEUP ERASER
Registration Number:	4876242	
Serial Number:	97090792	
Registration Number:	4759528	MAKEUP ERASER
Registration Number:	4759527	MAKEUP ERASER
Registration Number:	3683499	DEFINING BEAUTY, ENDURING STYLE
Registration Number:	4056733	WET 'N DRY PEDICURE PEBBLE
Registration Number:	3932652	ARTE D'ITALIA
Registration Number:	3428870	SALON COLLECTION
Serial Number:	85027678	BEAUTY FIXATION
Serial Number:	87364010	WHIMSY
Serial Number:	87364027	WHIMSY
Serial Number:	88649596	VELVET TOUCH
Serial Number:	86809738	LITTLE BLACK DRESS
Serial Number:	86809545	FOOTSIE
Serial Number:	86809772	L.B.D.
Serial Number:	86809798	ON YOUR TOES

CORRESPONDENCE DATA

Fax Number: 2158325619

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.

TRADEMARK

REEL: 007504 FRAME: 0362

Phone: 2155695619
Email: timothy.pecsenye@blankrome.com
Correspondent Name: Timothy D. Pecsénye (154502-01029)
Address Line 1: One Logan Square
Address Line 2: 8th Floor
Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER: 154502-01029

NAME OF SUBMITTER: Timothy D. Pecsénye

SIGNATURE: /Timothy D. Pecsénye/

DATE SIGNED: 11/23/2021

Total Attachments: 13

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SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”), dated as of November 23, 2021, is made by JAPONESQUE, LLC, a California limited liability company (the “Grantor”), in favor of STAR MOUNTAIN DIVERSIFIED CREDIT INCOME FUND III, LP (the “Grantee”), as collateral agent (in such capacity, “Collateral 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 Amended and Restated Revolving Credit and Term Loan Agreement (as in effect on the date hereof and as amended, restated, modified and supplemented from time to time, the “Credit Agreement”), dated as of November 23, 2021, by and among the Grantor and the other Borrowers (as defined therein) party thereto, Japonesque Holding Corporation, a Delaware corporation, and the other Guarantors (as defined therein) party thereto, the Lenders, the Grantee, in its capacities as Collateral Agent and as administrative agent for the Lenders (in such capacity, “Administrative Agent”), and PNC Bank, National Association (“PNC”), as revolving agent for the Revolving Lenders (as defined therein).

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 the 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, the 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**. The Grantor hereby pledges and grants to the Grantee a security interest in and to all of the right, title and interest of the 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 the Grantor’s business symbolized by the foregoing or connected therewith (the “Trademarks”);

(b) all rights of any kind whatsoever of the 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. The 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. Other 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 Other Documents and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

5. Special Power of Attorney. The Grantor will, concurrently with the execution and delivery of this Trademark Security Agreement, execute and deliver to the 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 the Grantee’s exercise of the rights and remedies granted to the Grantee hereunder and under the Credit Agreement and Other 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 the 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.

10. Amendment and Restatement. This Trademark Security Agreement amends, restates, replaces and supersedes that certain Amended and Restated Trademark Security Agreement, dated August 24, 2020, between the Grantor and PNC (the “Existing Trademark Security Agreement”). This Trademark Security Agreement is being delivered in substitution for and replacement of, and not in satisfaction of,

the Existing Trademark Security Agreement. This Trademark Security Agreement is not intended to extinguish, release or otherwise discharge the Grantor's obligations under the Existing Trademark Security Agreement and is not intended to be a novation of the Grantor's obligations thereunder.

[Signature pages follow]

IN WITNESS WHEREOF, the 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.

JAPONESQUE, LLC

By: 

Name: Stephen Parks

Title: Vice President

[Second Amended and Restated Trademark Security Agreement]

TRADEMARK
REEL: 007504 FRAME: 0367

AGREED TO AND ACCEPTED:

STAR MOUNTAIN DIVERSIFIED CREDIT INCOME FUND III, LP,
as Grantee and Administrative Agent for the Lenders

By:  _____

Name: Brett Hickey

Title: Authorized Signatory

Address: Two Grand Central Tower
140 East 45th Street, 37th Floor
New York, New York 10022

[Second Amended and Restated Trademark Security Agreement]

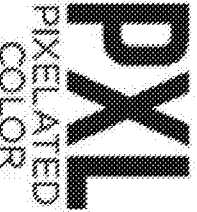
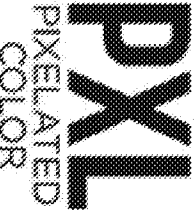
TRADEMARK
REEL: 007504 FRAME: 0368

SCHEDULE 1
TRADEMARKS AND TRADEMARK APPLICATIONS

Grantor	Country	Mark	Filing Date	App. No.	Reg. No. Reg. Date	Status	Due Date
1: Japonesque	USA	Japonesque (class 21)	4/22/94	74515159	1901780 6/27/95	3rd 10 year affidavit	6/27/25
2: Japonesque	USA	Lipstick Palette (class 18)	6/7/96	75115757	2063218 5/20/97	3rd 10 year affidavit	5/20/27
3: Japonesque	USA	Makeup Palette (class 18)	6/7/96	75115759	2063219 5/20/97	3rd 10 year affidavit	5/20/27
4: Japonesque	USA	Precision Lash Curler (class 21)	6/7/96	75115760	2124941 12/30/97	3rd 10 yr renewal	12/30/27
5: Japonesque	USA	Gotta Go (class 18)	10/9/96	75179059	2143551 3/10/98	2nd 10 yr renewal	3/10/28
6: Japonesque	USA	Japonesque (classes 9, 16, 18, 42)	11/6/98	75584177	2316072 2/8/00	2nd 10yr - filed 7/15/19	2/8/30
7: Japonesque	USA	Lipstick Palette (class 3)	11/19/98	75591673	2516117 12/11/01	2nd 10 yr renewal	12/13/21
8: Japonesque	USA	Makeup Palette (class 3)	11/19/98	75591650	2516116 12/11/01	3rd 10 year affidavit	12/13/21
9: Japonesque	USA	Go Curl (class 8)	5/31/00	78010670	2525228 1/1/02	3rd 10 year affidavit	1/3/22
10: Japonesque	USA	Create Beauty (classes 21, 3, 8)	2/26/07	77116336	3499634 9/9/08	2nd 10yr renewal due	9/11/28
11: Japonesque	USA	Japonesque Create Beauty (classes 21, 3, 8)	2/26/07	77116384	3499635 9/9/08	9th/10yr affidavit	9/11/28
12: Japonesque	USA	Velvet Touch (class 3)	1/4/13	85816039	4610454 9/23/14	9th/10yr affidavit	9/23/24
13: Japonesque	USA	Gel Top (red, dark pink, pink) (class 3)	11/22/13	86126728	4634442 11/4/14	9th/10yr affidavit	11/4/24
14: Japonesque, LLC	USA	Gel Top (dark blue, light blue, violet, green) (class 3)	11/22/13	86126788	4634444 11/4/14	9th/10yr affidavit	11/4/24

Grantor	Country	Mark	Filing Date	App. No.	Reg. No. Reg. Date	Status	Due Date	
15	Japonesque	USA	Gel Top (purple, violet, light blue, pink, white) (class 3)	11/22/13	86126769	4634443 11/4/14	9th/10yr affidavit	11/4/24
16	Japonesque	USA	Salon Collection (2nd app) Class 21	6/17/14	86311963	4687872 2/17/15	1st 10 yr affidavit due	2/18/25
17	Japonesque	USA	Pixelated Color (Stand Char) (class 3)	4/6/13	85897248	4851617 11/10/15		5th/6th yr renewal filed on 10/11/21
18	Japonesque	USA	Amp-Up Adjustable Impact Mascara (class 3)	12/22/14	86488057	4947306 4/26/16	5/6 yr affidavit due	4/26/22
19	Japonesque	USA	Kumadori (class 21)	9/4/15	86748437	5298364 9/26/17	5th/6th yr affidavit due	9/26/23
20	Japonesque	USA	OHME (classes 8, 26)	10/25/18	88169738		NOA 5/20/19 5th Ext or SOU due	5/20/22
21	Japonesque	USA	OHME (class 5)	1/4/19	88250402		NOA 8/20/19 4th Ext filed 8/20/21 – Original cls. 25 and 27 removed from app.	2/22/22
22	Japonesque	USA	OHME (classes 5 and 21)	10/12/18	88153647		NOA 7/9/19 4th Ext filed 6/4/21	1/9/22
23	Japonesque	USA	OHME (class 3)	10/12/18	88978500	5953559 9/15/20	5/6 yr affidavit due	9/15/202
24	Japonesque	USA	OHME (classes 3, 10, 20, and 21)	08/12/20	90879585	-	Application filed	-
25	Japonesque	USA	Kumadori (class 3)	3/25/19	88355700	5946532 12/24/19	5/6 yr affidavit due	12/24/25


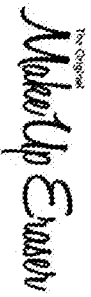


[Second Amended and Restated Trademark Security Agreement]

	Grantor	Country	Mark	Filing Date	App. No.	Reg. No. Reg. Date	Status	Due Date
26	Japonesque	USA	Japonesque (classes 3, 8)	4/23/19	88398823	5953559 1/7/20	5/6 yr affidavit due	1/7/26
27	Japonesque	USA	PXL (classes 8, 21)	4/25/19	88402266		NOA 9/24/19 4th Ext filed 9/14/21	3/24/22
28	Japonesque	USA	PXL (class 3)	4/25/19	88979811	6253125 01/19/19	5/6 yr affidavit due	1/19/27
29	Japonesque	USA	AMP-UP (class 3)	5/7/19	88419809	6449330 8/10/21	5/6 yr affidavit due	8/10/27
	Japonesque	USA	PXL Pixelated Color (logo mark, classes 8, 21)	5/8/19	88420788		NOA 9/24/19 4th Ext filed 9/14/21	3/24/22
30								
	Japonesque	USA	PXL Pixelated Color (logo mark, class 3)	5/8/19	88979271	6213136 12/01/20	5/6 yr affidavit due	12/01/26
31								
32	Japonesque	USA	OLIVER GRAY (classes 3, 8, 18)	8/28/19	88596920		NOA 4/7/20 - 3d ext filed 9/16/21	4/7/22
33	Japonesque LLC	CANAD A	Gotta Go	8/12/13	1639024	TMAA905934 6/10/15	Renewal due	6/10/30

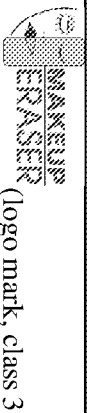
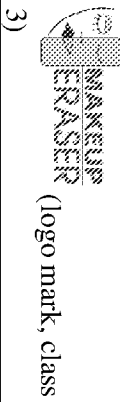
[Second Amended and Restated Trademark Security Agreement]

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	Grantor	Country	Mark	Filing Date	App. No.	Reg. No. Reg. Date	Status	Due Date
34	Japonesque LLC	CANAD A	Japonesque Create Beauty	8/12/13	1639023	TMA905933 6/10/15	Renewal due	6/10/30
35	Japonesque	USA	The Original Makeup Eraser (logo mark, class 24) 	06/19/20	900110692	-	Response to O/A filed 10/05/21	
36	Japonesque	USA	The Original Makeup Eraser (class 24) 	06/19/20	900110688	-	Response to O/A filed 10/05/21	
37	Japonesque	USA	The Original Makeup Eraser (logo mark, classes 3, 35)	06/19/20	90004819	-	Response to O/A filed 10/04/21 (mark expected to proceed to registration with class 35 only)	
38	Japonesque	USA	The Original Makeup Eraser (classes 3, 35)	06/19/20	90004815	-	Response to O/A filed 10/04/21 (mark expected to proceed to registration with class 35 only)	
39	Japonesque	USA	 (class 3, Supplemental Register)	05/12/20	86627356	4876242 12/22/15		5/6 yr renewal filed on 10/13/21
40	Japonesque	USA	 (class 3, Principal Register)	10/25/20	97090792		New application filed	

[Second Amended and Restated Trademark Security Agreement]

Grantor	Country	Mark	Filing Date	App. No.	Reg. No. Reg. Date	Status	Due Date
41	Japonesque USA	 MAKEUP ERASER (logo mark, class 3)	10/18/14	86427729	4759528 06/23/15	5/6 yr affidavit due	06/23/25
42	Japonesque USA	MAKEUP ERASER	10/18/14	86427723	4759527 06/23/15	5/6 yr affidavit due	06/23/25
43	Japonesque EUTM	 MAKEUP ERASER (logo mark, class 3)	06/04/15	1249996	1249996 04/06/15	IR expiry date, renewal due	04/06/25
44	Japonesque Madrid Protocol [WIPO]*	MAKEUP ERASER		IR- 1247647	Registered 4/6/2015		
45	Japonesque Mexico*	MAKEUP ERASER		IR- 1247647	*** Grant of Protection issued 2/8/2018		
46	Japonesque Canada	MAKEUP ERASER		TMA945 094	Registered 8/3/2016		
47	Japonesque South Africa	MAKEUP ERASER		2015/091 40	Registered 8/1/2017		
48	Japonesque UAE	MAKEUP ERASER		237166	Registered 12/15/15		
49	Japonesque Madrid Protocol [WIPO]*	MAKEUP ERASER		IR- 1249996	Registered 4/6/2015		
50	Japonesque EU**	MAKEUP ERASER		IR- 1249996	*** Grant of Protection issued 5/19/2016		
51	Japonesque Japan**	MAKEUP ERASER		IR- 1249996	*** Grant of Protection issued 5/19/2016		

[Second Amended and Restated Trademark Security Agreement]

Grantor	Country	Mark	Filing Date	App. No.	Reg. No. Reg. Date	Status	Due Date
Japonesque	Mexico*			IR-1249996	*** Grant of Protection issued 11/30/2017		
52	*						
Japonesque	Canada			TMA945091	Registered 8/3/2016		
53							
Japonesque	South Africa			2015/09141	Registered 8/1/2017		
54							
Japonesque	Taiwan			104018257	Registered 5/1/2016		
55							
Japonesque	UAE			237167	Registered 12/15/15		
56							

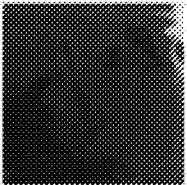
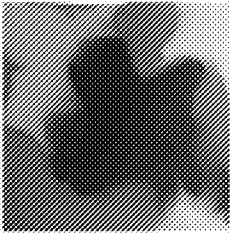
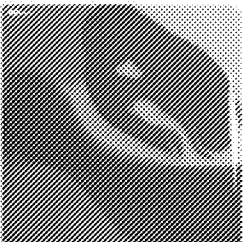
* With respect to the trademarks designated with an asterisk, decision to abandon
 ** With respect to the trademarks designated with two asterisks, they are International Registrations, filed under the Madrid Protocol, with designations in the countries that share the same IR numbers.
 *** With respect to the trademarks designated with three asterisks, while their Grants of Protection were issued at various intervals, the World Intellectual Property Organization recognizes the April 6, 2015 filing date as the registration date for purposes of trademark rights and renewals.

Supplemental Register:

463444, 463443 and 464442 with respect to gel top stamped product packaging ("Gel Top Registrations").

Grantor	Country	Mark	Filing Date	App. No.	Reg. No. Reg. Date	Status	Due Date	
1	Japonesque	USA	Gel Top (dark blue, light blue, violet, green) (class 3)	11/22/13	86126788	4,634,444 11/4/14	Resp to O/A (Reg Selected for Audit) due	10/22/20

[Second Amended and Restated Trademark Security Agreement]

									
2	Japonesque	USA	Gel Top (purple, violet, light blue, pink, white) (class 3)		11/22/13	86126769	4,634,443 11/4/14	Resp to O/A (Reg Selected for Audit) due	10/14/20
3	Japonesque	USA	Gel Top (red, dark pink, pink) (class 3)		11/22/13	86126728	4,634,442 11/4/14	Resp to O/A (Reg Selected for Audit) due	11/21/20

Abandoned Registrations/Applications:

GRANTOR	COUNTRY	MARK	FILING DATE	APP. NO.	REG. NO.	REG. DATE	STATUS
Japonesque	USA	DEFINING BEAUTY, ENDURING STYLE	10/10/2006	77018113	3683499	9/15/2009	Dead

[Second Amended and Restated Trademark Security Agreement]

Japonesque	USA	WET'N DRY PEDICURE PEBBLE	7/9/2009	77777413	4056733 11/15/2011	Dead
Japonesque	USA	ARTE' D TALIA	7/13/2009	77981332	3932652 3/15/2011	Dead
Japonesque	USA	SALON COLLECTION	10/10/2006	77018136	3428870 5/13/2008	Dead
Japonesque	USA	Beauty Fixation	4/30/10	85027678		Dead
Japonesque	USA	Whimsy (classes 8, 21)	3/8/17	87364010		Dead
Japonesque	USA	Whimsy (classes 8, 21)	3/8/17	87364027		Dead
Japonesque	USA	VELVET TOUCH (class 8)	10/10/19	88649596		Dead
Japonesque	USA	LITTLE BLACK DRESS	11/4/15	86809738		Dead
Japonesque	USA	FOOTSIE	11/4/15	86809545		Dead
Japonesque	USA	L.B.D.	11/4/15	86809772		Dead
Japonesque	USA	ON YOUR TOES	11/4/15	86809798		Dead
Japonesque	EUTM	MAKEUP ERASER	05/21/15	1247647		Dead

[Second Amended and Restated Trademark Security Agreement]

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