

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM709989

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Olaplex, Inc.		02/23/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Goldman Sachs Bank USA, as Administrative Agent		
Street Address:	200 West Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10282-2198		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	4171299	THE PERFECT WAVE	
Registration Number:	4553436	OLAPLEX	
Registration Number:	4557585	BOND MULTIPLIER	
Registration Number:	4682909	BOND PERFECTOR	
Registration Number:	5045548	INSURANCE FOR YOUR CLIENT'S HAIR	
Registration Number:	5182458	THE CHEMISTRY OF COLOR	
Registration Number:	5209275	EVERY CLIENT. EVERY SERVICE.	
Registration Number:	3412072	LIQWD	
Registration Number:	5830403	BOND MAINTENANCE	
Registration Number:	5866756	BOND SMOOTHER	
Serial Number:	90701306	OLAPLEX NO.3	
Serial Number:	90701319	OLAPLEX	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<i>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.</i>			
Phone:	2129061216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	1271 Avenue of the Americas		

CH \$315.00 4171299

Address Line 4:	New York, NEW YORK 10020
ATTORNEY DOCKET NUMBER:	022411-1371
NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/s/ Angela M. Amaru
DATE SIGNED:	02/23/2022
Total Attachments: 7 source=Olaplex - Intellectual Property Security Agreement Executed(130009117.1)#page1.tif source=Olaplex - Intellectual Property Security Agreement Executed(130009117.1)#page2.tif source=Olaplex - Intellectual Property Security Agreement Executed(130009117.1)#page3.tif source=Olaplex - Intellectual Property Security Agreement Executed(130009117.1)#page4.tif source=Olaplex - Intellectual Property Security Agreement Executed(130009117.1)#page5.tif source=Olaplex - Intellectual Property Security Agreement Executed(130009117.1)#page6.tif source=Olaplex - Intellectual Property Security Agreement Executed(130009117.1)#page7.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of February 23, 2022, (this “Agreement”), by Olaplex, Inc. (the “Grantor”) in favor of Goldman Sachs Bank USA, as administrative agent for the Lenders and collateral agent for the Secured Parties (in such capacities and together with its successors and assigns, the “Administrative Agent”).

Reference is made to that certain Pledge and Security Agreement, dated as of February 23, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Security Agreement”), among the Loan Parties party thereto and the Administrative Agent. The Lenders and Issuing Banks have extended credit to the Borrower subject to the terms and conditions set forth in that certain Credit Agreement, dated as of February 23, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the “Credit Agreement”), by and among Olaplex, Inc., a Delaware corporation (the “Borrower”), Penelope Intermediate Corp., a Delaware corporation (“Holdings”), the Lenders from time to time party thereto, the Issuing Banks from time to time party thereto and the Administrative Agent. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement, as applicable.

SECTION 2. *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does pledge, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the Grantor and regardless of where located (collectively, the “IP Collateral”):

A. all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;

B. all Patents, including the Patent registrations and pending applications in the United States Patent and Trademark Office listed on Schedule II hereto;

C. all Copyrights, including the Copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule III; and

D. all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. *Security Agreement.* The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Termination or Release.* In connection with any termination or release pursuant to Section 7.12 of the Security Agreement, the Administrative Agent shall promptly execute and deliver to Grantor, at such Grantor's expense, such documents that such Grantor shall reasonably request to evidence and/or effectuate the termination or release of the security interest granted herein.

SECTION 5. *Governing Law.* This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

OLAPLEX, INC.

DocuSigned by:

Eric Tiziani

By: _____
130184E9624A415...


Name: Eric Tiziani

Title: Chief Financial Officer

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 007641 FRAME: 0115

GOLDMAN SACHS BANK USA
as the Administrative Agent

By: 
Name: Thomas Manning
Title: Authorized Signatory