

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM790011

| | | | |
|-----------------------------------|-------------------------------------|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| ORVEON GLOBAL US LLC | | 02/27/2023 | Limited Liability Company: DELAWARE |
| BUXOM US BUYER LLC | | 02/27/2023 | Limited Liability Company: DELAWARE |
| LAURA MERCIER US BUYER LLC | | 02/27/2023 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | WINGSPIRE CAPITAL LLC | | |
| Street Address: | 11720 AMBER PARK DR. | | |
| Internal Address: | SUITE 500 | | |
| City: | ALPHARETTA | | |
| State/Country: | GEORGIA | | |
| Postal Code: | 30009 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 95 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5336631 | BIG TEASE | |
| Registration Number: | 3290215 | BUXOM | |
| Registration Number: | 5418239 | BUXOM | |
| Registration Number: | 3704645 | BUXOM BABES | |
| Registration Number: | 5096804 | BUXOM BIG & SEXY | |
| Registration Number: | 6147576 | BUXOM DOLLY | |
| Registration Number: | 5892759 | BUXOM FULL FORCE | |
| Registration Number: | 6375929 | DOLLY | |
| Registration Number: | 4505979 | FULL-ON | |
| Registration Number: | 5087995 | HOLD THE LINE | |
| Registration Number: | 5129964 | MAY CONTAIN NUDITY | |
| Registration Number: | 5587872 | PILLOWPOUT | |
| Registration Number: | 6365551 | PLUMP SHOT | |
| Registration Number: | 6147514 | PLUMPLINE | |

CH \$2390.00 5336631

| Property Type | Number | Word Mark |
|----------------------|---------|--|
| Registration Number: | 6480068 | POWER LINE |
| Registration Number: | 4580943 | SERIAL KISSER |
| Registration Number: | 5509927 | SEXYSMOKY |
| Registration Number: | 5101554 | SHIMMER SHOCK |
| Registration Number: | 6114469 | STAYCATION VIBES |
| Registration Number: | 5455129 | VA-VA-PLUMP |
| Registration Number: | 6029370 | WANDERLUST |
| Registration Number: | 6153181 | WHITE RUSSIAN |
| Registration Number: | 5051178 | WILDLY WHIPPED |
| Registration Number: | 5979547 | XTROVERT |
| Registration Number: | 5335729 | AGELESS GENIUS |
| Registration Number: | 5646258 | BARE |
| Registration Number: | 3377239 | BARE ESCENTUALS |
| Registration Number: | 4220489 | BARE ESCENTUALS |
| Registration Number: | 3377301 | BARE ESCENTUALS |
| Registration Number: | 4928341 | BARE HAVEN |
| Registration Number: | 3369324 | BARE RADIANCE |
| Registration Number: | 2321607 | BAREMINERALS |
| Registration Number: | 3377240 | BAREMINERALS |
| Registration Number: | 4250992 | BAREMINERALS |
| Registration Number: | 5386671 | BAREMINERALS |
| Registration Number: | 3090836 | BAREMINERALS |
| Registration Number: | 3377302 | BAREMINERALS |
| Registration Number: | 6310055 | BAREMINERALS AGELESS |
| Registration Number: | 5129471 | BAREMINERALS CORRECTIVES |
| Registration Number: | 5296862 | BAREMINERALS DIRTY DETOX |
| Registration Number: | 6522334 | BAREMINERALS GOOD REWARDS |
| Registration Number: | 5380718 | BAREMINERALS MADE-2-FIT |
| Registration Number: | 5051307 | BAREPRO |
| Registration Number: | 4580278 | BARESKIN |
| Registration Number: | 5938094 | BARESKIN |
| Registration Number: | 3003497 | BAREVITAMINS |
| Registration Number: | 4848169 | BLEMISH REMEDY |
| Registration Number: | 6349312 | BLONZER |
| Registration Number: | 5100888 | BRILLIANT FUTURE |
| Registration Number: | 5330026 | CLAY CHAMELEON |
| Registration Number: | 5922576 | CLEAN WITHOUT COMPROMISE |
| Registration Number: | 6109108 | CLEAN WITHOUT COMPROMISING PERFORMANCE |

| Property Type | Number | Word Mark |
|----------------------|---------|--|
| Registration Number: | 4973865 | COMPLEXION RESCUE |
| Registration Number: | 5087994 | ETERNALIXIR |
| Registration Number: | 5042737 | GEN NUDE |
| Registration Number: | 3434020 | GET STARTED |
| Registration Number: | 4538794 | LASH DOMINATION |
| Registration Number: | 5530470 | LASHTOPIA |
| Registration Number: | 6335691 | MAKEUP SO PURE AND CLEAN YOU CAN SLEEP I |
| Registration Number: | 5392432 | MAKEUP SO PURE YOU CAN SLEEP IN IT |
| Registration Number: | 4330667 | MARVELOUS MOXIE |
| Registration Number: | 6790409 | MAXIMIST |
| Registration Number: | 2885884 | MINERAL VEIL |
| Registration Number: | 6097494 | MINERALIST |
| Registration Number: | 5100894 | MIX. EXFOLIATE. SMOOTH. |
| Registration Number: | 5114980 | OIL OBSESSED |
| Registration Number: | 4297045 | PRIME TIME |
| Registration Number: | 4928456 | PURE PLUSH |
| Registration Number: | 4334571 | PURE TRANSFORMATION |
| Registration Number: | 3704598 | PURELY NOURISHING |
| Registration Number: | 4928334 | SKINLONGEVITY |
| Registration Number: | 6212073 | STRENGTH & LENGTH |
| Registration Number: | 4392398 | STROKE OF LIGHT |
| Registration Number: | 2848678 | SWIRL, TAP, BUFF |
| Registration Number: | 5823127 | THE POWER OF GOOD |
| Registration Number: | 3368906 | TUTORIALS |
| Registration Number: | 3527901 | WELL-RESTED |
| Registration Number: | 6754681 | ATELIER MERCIER |
| Registration Number: | 2650625 | EAU DE LUNE |
| Registration Number: | 5525144 | HOUSE OF FLAWLESS |
| Registration Number: | 2642177 | L'HEURE MAGIQUE |
| Registration Number: | 3114248 | LAURA MERCIER |
| Registration Number: | 2350939 | LAURA MERCIER |
| Registration Number: | 2750756 | LAURA MERCIER |
| Registration Number: | 2446387 | LAURA MERCIER |
| Registration Number: | 4502382 | LAURA MERCIER OVARIAN CANCER FUND |
| Registration Number: | 6720327 | LIGHT CATCHER |
| Registration Number: | 6720312 | LIGHT REVEALER |
| Registration Number: | 4729000 | PAINT WASH |
| Registration Number: | 6054476 | PURE CANVAS PRIMER |

| Property Type | Number | Word Mark |
|----------------------|----------|--------------------------------|
| Registration Number: | 6919272 | TRANSLUCENT PURE SETTING SPRAY |
| Serial Number: | 90565696 | FLIP SIDE |
| Serial Number: | 90168988 | MATCHED |
| Serial Number: | 90169054 | MATCHED BY LAURA MERCIER |
| Serial Number: | 88891044 | REAL FLAWLESS |

CORRESPONDENCE DATA

Fax Number: 3105572193

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: 310-557-2900

Email: KLATHROP@PROSKAUER.COM

Correspondent Name: PROSKAUER ROSE LLP

Address Line 1: 2029 CENTURY PARK EAST, SUITE 2400

Address Line 2: C/O KIMBERLEY A. LATHROP

Address Line 4: LOS ANGELES, CALIFORNIA 90067

| | |
|-------------------------|------------------------|
| ATTORNEY DOCKET NUMBER: | 87348.001 |
| NAME OF SUBMITTER: | Kimberley A. Lathrop |
| SIGNATURE: | /Kimberley A. Lathrop/ |
| DATE SIGNED: | 02/27/2023 |

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of February 27, 2023, (this “Agreement”), by BUXOM US Buyer LLC, Laura Mercier US Buyer LLC and Orveon Global US LLC (each, a “Grantor”) in favor of the Administrative Agent referred to below.

Reference is made to that certain Pledge and Security Agreement, dated as of February 27, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Loan Parties from time to time party thereto and the Administrative Agent. The Lenders (as defined in the Credit Agreement referred to below) and Issuing Banks (as defined in the Credit Agreement) have extended credit to the Borrowers (as defined in the Credit Agreement) subject to the terms and conditions set forth in that certain ABL Credit Agreement, dated as of February 27, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Orveon Global Holdings Ltd., a private limited company incorporated under the laws of England and Wales, having its registered office at Suite 1, 3rd Floor 11 - 12 St James’s Square, London, United Kingdom, SW1Y 4LB, with registered number 13540732 (“Holdings”), Orveon Global Intermediate Ltd., a private limited company incorporated under the laws of England and Wales, having its registered office at Suite 1, 3rd Floor 11 – 12 St James’s Square, London, United Kingdom, SW1Y 4LB, with registered number 13651085 (“Intermediate Holdings”), Orveon Global US LLC, a Delaware limited liability company (the “Borrower Representative”), the other Borrowers (as defined therein) from time to time party thereto, the Lenders (as defined therein) and Issuing Banks (as defined therein) from time to time party thereto and Wingspire Capital LLC, in its capacities as administrative agent for the Lenders and collateral agent for the Secured Parties (as defined therein) (in such capacities and together with its successors and assigns, the “Administrative Agent”) and as the Swingline Lender (as defined therein). 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 herein but not otherwise defined herein shall have the meaning given to such terms in the Security Agreement or the Credit Agreement, as applicable, as in effect on the date hereof.

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, each Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, 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 such Grantor and regardless of where located (collectively, the “IP Collateral”):

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

B. all Proceeds of the foregoing;

in each case, to the extent the foregoing items are not Excluded Assets.


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. Each 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. *Governing Law.* This Agreement, and any claim, controversy or dispute arising under or related to this Agreement, shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

SECTION 5. *Counterparts.* This Agreement may be executed in counterparts (and by different parties hereto on 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 of this Agreement by facsimile or by email as a “.pdf” or “.tif” attachment or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement. It is understood and agreed that, subject to any Requirement of Law, the words “execution”, “signed”, “signature”, “delivery” and words of like import in or relating to this Agreement shall be deemed to include any Electronic Signature, delivery or the keeping of any record in electronic form, each of which shall have the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system to the extent and as provided for in any applicable Requirements of Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any similar state laws based on the Uniform Electronic Transactions Act.

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**ORVEON GLOBAL US LLC
BUXOM US BUYER LLC
LAURA MERCIER US BUYER LLC**

By: 
Name: Emilia Flamini
Title: Chief Financial Officer

SCHEDULE I

TRADEMARKS

| Owner | Trademark | Registration Date | Registration Number |
|----------------------|-------------------------------|-------------------|---------------------|
| BUXOM US Buyer LLC | BIG TEASE | 11/14/2017 | 5336631 |
| BUXOM US Buyer LLC | BUXOM | 9/11/2007 | 3290215 |
| BUXOM US Buyer LLC | BUXOM | 3/6/2018 | 5418239 |
| BUXOM US Buyer LLC | BUXOM BABES | 11/3/2009 | 3704645 |
| BUXOM US Buyer LLC | BUXOM BIG & SEXY | 12/06/2016 | 5096804 |
| BUXOM US Buyer LLC | BUXOM DOLLY | 9/8/2020 | 6147576 |
| BUXOM US Buyer LLC | BUXOM FULL FORCE | 10/22/2019 | 5892759 |
| BUXOM US Buyer LLC | DOLLY | 06/08/2021 | 6375929 |
| BUXOM US Buyer LLC | FULL-ON | 4/1/2014 | 4505979 |
| BUXOM US Buyer LLC | HOLD THE LINE | 11/22/2016 | 5087995 |
| BUXOM US Buyer LLC | MAY CONTAIN NUDITY | 1/24/2017 | 5129964 |
| BUXOM US Buyer LLC | PILLOWPOUT | 10/16/2018 | 5587872 |
| BUXOM US Buyer LLC | PLUMP SHOT | 5/25/2021 | 6365551 |
| BUXOM US Buyer LLC | PLUMPLINE | 9/8/2020 | 6147514 |
| BUXOM US Buyer LLC | POWER LINE | 9/7/2021 | 6480068 |
| BUXOM US Buyer LLC | SERIAL KISSER | 8/5/2014 | 4580943 |
| BUXOM US Buyer LLC | SEXYSMOKY | 7/3/2018 | 5509927 |
| BUXOM US Buyer LLC | SHIMMER SHOCK | 12/13/2016 | 5101554 |
| BUXOM US Buyer LLC | STAYCATION VIBES | 7/28/2020 | 6114469 |
| BUXOM US Buyer LLC | VA-VA-PLUMP | 4/24/2018 | 5455129 |
| BUXOM US Buyer LLC | WANDERLUST | 4/7/2020 | 6029370 |
| BUXOM US Buyer LLC | WHITE RUSSIAN | 9/15/2020 | 6153181 |
| BUXOM US Buyer LLC | WILDLY WHIPPED | 9/27/2016 | 5051178 |
| BUXOM US Buyer LLC | XTROVERT | 2/4/2020 | 5979547 |
| Orveon Global US LLC | AGELESS GENIUS | 11/14/2017 | 5335729 |
| Orveon Global US LLC | BARE | 1/8/2019 | 5646258 |
| Orveon Global US LLC | BARE ESCENTUALS | 2/5/2008 | 3377239 |
| Orveon Global US LLC | BARE ESCENTUALS | 10/09/2012 | 4220489 |
| Orveon Global US LLC | BARE ESCENTUALS (Stylized) | 2/5/2008 | 3377301 |
| Orveon Global US LLC | BARE HAVEN | 3/29/2016 | 4928341 |
| Orveon Global US LLC | BARE RADIANCE | 1/15/2008 | 3369324 |

| Owner | Trademark | Registration Date | Registration Number |
|----------------------|--|-------------------|---------------------|
| Orveon Global US LLC | BAREMINERALS | 2/22/2000 | 2321607 |
| Orveon Global US LLC | BAREMINERALS | 2/5/2008 | 3377240 |
| Orveon Global US LLC | BAREMINERALS | 11/27/2012 | 4250992 |
| Orveon Global US LLC | BAREMINERALS | 1/23/2018 | 5386671 |
| Orveon Global US LLC | BAREMINERALS | 5/9/2006 | 3090836 |
| Orveon Global US LLC | BAREMINERALS | 2/5/2008 | 3377302 |
| Orveon Global US LLC | BAREMINERALS AGELESS | 3/30/2021 | 6310055 |
| Orveon Global US LLC | BAREMINERALS CORRECTIVES | 1/24/2017 | 5129471 |
| Orveon Global US LLC | BAREMINERALS DIRTY DETOX | 9/26/2017 | 5296862 |
| Orveon Global US LLC | BAREMINERALS GOOD REWARDS | 10/12/2021 | 6522334 |
| Orveon Global US LLC | BAREMINERALS MADE-2-FIT | 1/16/2018 | 5380718 |
| Orveon Global US LLC | BAREPRO | 9/27/2016 | 5051307 |
| Orveon Global US LLC | BARESKIN | 8/5/2014 | 4580278 |
| Orveon Global US LLC | BARESKIN | 12/17/2019 | 5938094 |
| Orveon Global US LLC | BAREVITAMINS | 10/4/2005 | 3003497 |
| Orveon Global US LLC | BLEMISH REMEDY | 11/3/2015 | 4848169 |
| Orveon Global US LLC | BLONZER | 5/11/2021 | 6349312 |
| Orveon Global US LLC | BRILLIANT FUTURE | 12/13/2016 | 5100888 |
| Orveon Global US LLC | CLAY CHAMELEON | 11/7/2017 | 5330026 |
| Orveon Global US LLC | CLEAN WITHOUT COMPROMISE | 11/26/2019 | 5922576 |
| Orveon Global US LLC | CLEAN WITHOUT COMPROMISING PERFORMANCE | 7/21/2020 | 6109108 |
| Orveon Global US LLC | COMPLEXION RESCUE | 6/7/2016 | 4973865 |
| Orveon Global US LLC | ETERNALIXIR | 11/22/2016 | 5087994 |
| Orveon Global US LLC | GEN NUDE | 9/13/2016 | 5042737 |
| Orveon Global US LLC | GET STARTED | 5/27/2008 | 3434020 |
| Orveon Global US LLC | LASH DOMINATION | 5/27/2014 | 4538794 |
| Orveon Global US LLC | LASHTOPIA | 7/31/2018 | 5530470 |
| Orveon Global US LLC | MAKEUP SO PURE AND CLEAN YOU CAN SLEEP IN IT | 4/27/2021 | 6335691 |

| Owner | Trademark | Registration Date | Registration Number |
|----------------------------|---|-------------------|---------------------|
| Orveon Global US LLC | MAKEUP SO PURE YOU CAN SLEEP IN IT | 1/30/2018 | 5392432 |
| Orveon Global US LLC | MARVELOUS MOXIE | 5/7/2013 | 4330667 |
| Orveon Global US LLC | MAXIMIST | 7/12/2022 | 6790409 |
| Orveon Global US LLC | MINERAL VEIL | 9/21/2004 | 2885884 |
| Orveon Global US LLC | MINERALIST | 7/7/2020 | 6097494 |
| Orveon Global US LLC | MIX. EXFOLIATE. SMOOTH. | 12/12/2016 | 5100894 |
| Orveon Global US LLC | OIL OBSESSED | 1/03/2017 | 5114980 |
| Orveon Global US LLC | PRIME TIME | 3/5/2013 | 4297045 |
| Orveon Global US LLC | PURE PLUSH | 3/29/2016 | 4928456 |
| Orveon Global US LLC | PURE TRANSFORMATION | 5/14/2013 | 4334571 |
| Orveon Global US LLC | PURELY NOURISHING | 11/3/2009 | 3704598 |
| Orveon Global US LLC | SKINLONGEVITY | 3/29/2016 | 4928334 |
| Orveon Global US LLC | STRENGTH & LENGTH | 12/1/2020 | 6212073 |
| Orveon Global US LLC | STROKE OF LIGHT | 8/27/2013 | 4392398 |
| Orveon Global US LLC | SWIRL, TAP, BUFF | 6/1/2004 | 2848678 |
| Orveon Global US LLC | THE POWER OF GOOD | 7/30/2019 | 5823127 |
| Orveon Global US LLC | TUTORIALS | 1/15/2008 | 3368906 |
| Orveon Global US LLC | WELL-RESTED | 11/4/2008 | 3527901 |
| Laura Mercier US Buyer LLC | ATELIER MERCIER | 6/7/2022 | 6754681 |
| Laura Mercier US Buyer LLC | EAU DE LUNE | 11/12/2002 | 2650625 |
| Laura Mercier US Buyer LLC | HOUSE OF FLAWLESS | 7/24/2018 | 5525144 |
| Laura Mercier US Buyer LLC | L'HEURE MAGIQUE | 10/29/2002 | 2642177 |
| Laura Mercier US Buyer LLC | LAURA MERCIER | 7/11/2006 | 3114248 |
| Laura Mercier US Buyer LLC | LAURA MERCIER | 5/16/2000 | 2350939 |
| Laura Mercier US Buyer LLC | LAURA MERCIER | 8/12/2003 | 2750756 |
| Laura Mercier US Buyer LLC | LAURA MERCIER | 4/24/2001 | 2446387 |
| Laura Mercier US Buyer LLC | LAURA MERCIER OVARIAN CANCER FUND AND RIBBON DESIGN | 3/25/2014 | 4502382 |
| Laura Mercier US Buyer LLC | LIGHT CATCHER | 5/3/2022 | 6720327 |
| Laura Mercier US Buyer LLC | LIGHT REVEALER | 5/3/2022 | 6720312 |
| Laura Mercier US Buyer LLC | PAINT WASH | 4/28/2015 | 4729000 |
| Laura Mercier US Buyer LLC | PURE CANVAS PRIMER | 5/12/2020 | 6054476 |

| Owner | Trademark | Registration Date | Registration Number |
|----------------------------|--------------------------------|-------------------|---------------------|
| Laura Mercier US Buyer LLC | TRANSLUCENT PURE SETTING SPRAY | 12/6/2022 | 6919272 |

TRADEMARK APPLICATIONS

| Owner | Trademark | Filing Date | Application Number |
|----------------------------|--------------------------|-------------|--------------------|
| BUXOM US Buyer LLC | FLIP SIDE | 03/08/2021 | 90565696 |
| Laura Mercier US Buyer LLC | MATCHED | 09/09/2020 | 90168988 |
| Laura Mercier US Buyer LLC | MATCHED BY LAURA MERCIER | 09/09/2020 | 90169054 |
| Laura Mercier US Buyer LLC | REAL FLAWLESS | 4/28/2020 | 88891044 |

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