UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

In re: FB Debt Financing Guarantor, LLC, *et al.*,[1] Debtors.	Chapter 11 Case No. 23-10025 (KBO) (Jointly Administered) **Related Docket No. 95**

NOTICE OF FILING OF AG PURCHASE AGREEMENT

PLEASE TAKE NOTICE that on January 13, 2023, the above-captioned debtors and debtors in possession (collectively, the "Debtors") filed the *Motion for (I) Entry of an Order Approving Settlement Agreement Pursuant to Bankruptcy Code Section 105(a) and Bankruptcy Rule 9019; (II) Entry of an Order Approving the Transfer of Certain Assets in Connection Therewith Pursuant to Sections 105(a), 363, and 365 of the Bankruptcy Code; and (III) Granting Related Relief* [Docket No. 95] (the "Motion")[2] with the United States Bankruptcy Court for the District of Delaware (the "Court"), by which Motion the Debtors seek, *inter alia*, entry of an order approving the AG Purchase Agreement.

PLEASE TAKE FURTHER NOTICE that the proposed AG Purchase Agreement is attached hereto as **Exhibit 1**.

PLEASE TAKE FURTHER NOTICE that the material terms of the AG Purchase Agreement that are required to be highlighted pursuant to Local Rule 6004-1(b)(iv) along with the

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number are: FB Debt Financing Guarantor, LLC (1271); Forma Brands, LLC (2520); Morphe, LLC (8460); Forma Beauty Brands, LLC (5496); Seemo, LLC (5721); Jaclyn Cosmetics Holdings, LLC (6217); Such Good Everything, LLC (9530); Playa Products, Inc. (3602); and Jaclyn Cosmetics LLC (2690). The Debtors' service address is 10303 Norris Ave, Pacoima, CA 91331.

[2] Capitalized terms used but not otherwise defined herein shall have the meaning given to such terms in the Motion.

proposed Sale Order will be filed in advance of the February 1, 2023 objection deadline for the Motion.

Dated: January 27, 2023
Wilmington, Delaware

BAYARD, P.A.
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Proposed Counsel to the Debtors and Debtors in Possession

EXHIBIT 1

AG PURCHASE AGREEMENT

[EXECUTION VERSION]

ASSET PURCHASE AGREEMENT

by and between

FORMA BEAUTY BRANDS, LLC,

MORPHE, LLC,

MORPHE COSMETICS LIMITED,

and

AGREM BTY, LLC

dated as of January 26, 2023

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ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT ("Agreement") is dated as of January 26, 2023, by and between AGREM BTY, LLC, a Delaware limited liability company (the "Buyer"), Forma Beauty Brands, LLC, a Delaware limited liability company (the "Company"), Morphe, LLC, a Delaware limited liability company ("Morphe US") and Morphe Cosmetics Limited. ("Morphe UK" and, together with the Company and Morphe US, the "Company Parties"). The Buyer and the Company Parties are hereinafter sometimes individually referred to as a "Party" and collectively referred to as the "Parties."

RECITALS

WHEREAS, the Company entered into that certain REM Beauty License Agreement, dated as of December 24, 2020 (the "License Agreement"), with AGRB, LLC, a Delaware limited liability company ("IPCo"), pursuant to which IPCo granted to the Company an exclusive worldwide license to use the Licensed Property to develop, manufacture, market, advertise, sell and distribute products in the Licensed Categories that are branded under the Licensed Property, on the terms and conditions set forth therein (the "Business");

WHEREAS, the Company entered into that certain Endorsement and License Agreement, dated as of December 24, 2020 (the "Endorsement Agreement") with AGent, LLC, a California limited liability company ("AGent") pursuant to which AGent licensed to the Company the right to use the Artist Persona, among other things, in connection with the Company's operation of the Business;

WHEREAS, in connection with the Endorsement Agreement, Ariana Grande-Butera, p/k/a Ariana Grande ("AG") executed that certain Inducement Letter, dated as of December 24, 2020 (the "Inducement Letter"), in favor of the Company;

WHEREAS, the Company is party to the Limited Liability Company Agreement of IPCo, dated as of December 24, 2020 (the "IPCo LLCA") pursuant to which the Company was granted 300,000 Class P Units of IPCo, all of which constitute profits interests and which remain entirely unvested as of the date hereof;

WHEREAS, the members of IPCo, the Company, and the Company's parent entity, Forma Brands Holdings, LLC ("FBH"), entered into an Investor Rights Agreement, dated as of December 24, 2020 (the "Rights Agreement" and, together with the License Agreement, the Endorsement Agreement, the Inducement Letter, and the IPCo LLCA, collectively, the "R.E.M. Agreements"), pursuant to which the members of IPCo have the right to invest in FBH;

WHEREAS, on November 3, 2022, IPCo and AGent commenced an arbitration with JAMS in Los Angeles asserting certain claims against the Company relating to the License Agreement and the Endorsement Agreement (the "Arbitration"), including, but not limited to, a declaration that on October 17, 2022, the License Agreement was validly terminated by IPCo and the Endorsement Agreement was validly terminated by AGent;

WHEREAS, on January 12, 2023, certain of the Company Parties filed voluntary petitions for relief under Chapter 11 of the Bankruptcy Code (the "Bankruptcy Cases") (such filing date,

the "Petition Date"), in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court");

WHEREAS, on January 12, 2023, the Company Parties, Buyer, IPCo, AGent and AG entered into that certain Settlement Agreement (as amended, the "Settlement Agreement") providing for, among other things, the continued good faith negotiations to agree on the final terms and conditions of this Agreement;

WHEREAS, the Company Parties and Buyer are entering into this Agreement subject to the final approval of the Bankruptcy Court;

WHEREAS, the Company, IPCo, AGent and AG desire to resolve all disputes among them by, among other things, terminating the License Agreement, the Endorsement Agreement, the Inducement Letter, and the Rights Agreement, and the Company desires to surrender, release and terminate all of its rights and withdraw as a member under the IPCo LLCA; and

WHEREAS, subject to the approval of the Bankruptcy Court, the Company wishes to relinquish all of the Company's rights, title and interest in, to and under the R.E.M. Agreements, and the Company Parties desire to assign and transfer to the Buyer, the Transferred Assets (as defined below), and the Buyer wishes to acquire and assume from the Company Parties pursuant to, *inter alia*, sections 105, 363 and 365 of the Bankruptcy Code, all rights, title and interest to the Transferred Assets, together with the Assumed Liabilities, upon the terms and subject to the conditions contemplated by this Agreement and the Transaction Documents.

NOW, THEREFORE, incorporating the foregoing herein, in consideration of the premises and the mutual promises herein made, and in consideration of the representations, warranties and covenants herein contained, intending to be legally bound hereby, the Parties agree as follows:

ARTICLE I
DEFINITIONS

For purposes of the Agreement, the capitalized terms and variations thereof not otherwise defined in the Preamble, the Recitals or the body of this Agreement shall have the meanings specified in Schedule I attached hereto.

ARTICLE II
SALE AND TRANSFER OF ASSETS; CLOSING

Section 2.1 Assets to be Sold. Upon the terms and subject to the conditions set forth in this Agreement and pursuant to Sections 363 and 365 of the Bankruptcy Code, at the Closing, but effective as of the Effective Time, the Company Parties shall sell, convey, assign and transfer to Buyer, and Buyer shall purchase, acquire and accept from the Company Parties, free and clear of any Encumbrances (other than Permitted Encumbrances and any restriction on assignment, transfer or use set forth in or otherwise applicable to a Transferred Contract that is not waived or released prior to the Closing), all of each such Company Party's rights, title and interest in, to and under the following, in each case, solely to the extent transferable (all of the rights, property and

assets to be transferred to Buyer hereunder, are herein referred to collectively as the "Transferred Assets"):

(a) All Inventories;

(b) All non-fulfilled purchase orders and commitments relating to, or in connection with, the procurement of materials or components or manufacturing of Licensed Product Work-in-Progress (the "Supplier Purchase Orders");

(c) All non-fulfilled sales and purchase orders and commitments relating to, or in connection with, the sale of Licensed Products to retail partners (the "Retail Customer Purchase Orders") or DTC (direct to consumer) consumers (collectively, Retail Customer Purchase Orders and DTC consumer purchase orders, the "Retail Purchase Orders" and, together with the Supplier Purchase Orders, the "Sales and Purchase Orders");

(d) All Returns, including those that are good and saleable to current retail partners as normal goods; provided that certain Returns are subject to Section 5.8(c);

(e) All Tangible Personal Property not otherwise transferred pursuant to this Section 2.1 that is exclusively used for the Business or the Transferred Assets, a list of which is set forth on Schedule 2.1(e);

(f) All Promotional Materials except to the extent constituting Excluded Assets pursuant to Sections 2.2(j) or 2.2(l);

(g) All Materials and Endorsement Work to the extent not already owned by an Affiliate of the Buyer that is produced or otherwise created under the Endorsement Agreement;

(h) All rights of any kind in and to any Licensed Property, to the extent any exist on or prior to the Effective Time and are held by the Company Parties as of the Effective Time;

(i) Except to the extent constituting Excluded Assets pursuant to Section 2.2(j), all (i) e-mail addresses associated with e-mail accounts existing as of Closing, domain names and social media account names or handles that contain any variation of R.E.M. or R.E.M. Beauty, and (ii) other social media accounts, passwords, credentials, websites and domain names that are exclusively used in or exclusively related to the Business or the Transferred Assets, including, for the avoidance of doubt, rights and permissions as are necessary to manage all aspects of the Business's marketing, social media, online and DTC operations, in each case, exclusively related to the Business (including, for the avoidance of doubt, accounts, passwords and other credentials necessary to access and operate the Business's Shopify account) in a manner consistent with past practice, a list of which is set forth on Schedule 2.1(i);

(j) Subject to Section 5.2(e), all Books and Records and Data to the extent they are exclusively used in or exclusively related to the operation of the Business and except to the extent constituting Excluded Assets pursuant to Section 2.2(j) or Section 2.2(l); provided, however, (i) to the extent the Company owns Books and Records or Data necessary to be used in

the operation of the Business but which are not exclusively used in or exclusively related to the operation of the Business (the "Non-Exclusive R.E.M. Data"), the Company shall use commercially reasonable efforts to provide written copies of all of such Non-Exclusive R.E.M. Data to the Buyer, but such Non-Exclusive R.E.M. Data is not a Transferred Asset hereunder and (ii) all such Non-Exclusive R.E.M. Data will be considered Confidential Information of the Company and subject to Section 5.6(a)(iii) hereto;

(k) To the extent permitted by applicable Law and permitted by the underlying Contracts (or otherwise consented to or by any Contract counterparty), all rights of the Company Parties in Contracts that are listed on Schedule 2.7(a) (with the Cure Costs associated with each, subject to the Cure Cap), and all rights of any kind relating to any of the foregoing, including rights to payments thereunder, subject to the rights of third parties (collectively, the "Transferred Contracts");

(l) All Intangibles (other than Excluded Assets) owned by the Company Parties that exclusively relate to, exclusively arise out of, or are exclusively associated with the Transferred Assets, the Licensed Property, the Business or the New Business Activities, in each case which may exist or be created under the Laws of any jurisdiction in the world, including but not limited to going concern value, goodwill, and all derivations thereof (the "Transferred Intangibles");

(m) All proceeds, rights, claims, credits or causes of action of the Company Parties against third parties exclusively relating to the Business or the Transferred Assets, whether choate or inchoate, known or unknown, contingent or non-contingent, arising by way of counterclaim or otherwise, excluding those set forth on Schedule 2.1(m); provided, that, the foregoing shall exclude all Accounts Receivable;

(n) All rights of the Company Parties under warranties, indemnities and all similar rights against third parties to the extent exclusively related to the Business or the Transferred Assets;

(o) All rights of the Company Parties exclusively related to the Business or the Transferred Assets relating to deposits and prepaid expenses, claims for refunds and rights to offset in respect thereof, including but not limited to those set forth on Schedule 2.1(o) (the "Prepaid Expenses");

(p) To the extent transferable, all insurance benefits, including rights and proceeds, exclusively arising from or relating to the Business, the Transferred Assets or the Assumed Liabilities;

(q) To the extent transferable under applicable Law, all Governmental Authorizations and all pending applications therefor or renewals thereof, in each case to the extent exclusively relating to the Business or the Transferred Assets; and

(r) All rights of the Company Parties in and to the New Business Activities (other than Excluded Assets).

Section 2.2 Excluded Assets. Notwithstanding anything to the contrary contained in Section 2.1 or elsewhere in this Agreement, all properties and assets of the Company Parties that are not Transferred Assets, including the following assets of the Company Parties and all other properties and assets of the Company Parties that are not exclusively or primarily related to the Business or the Transferred Assets (collectively, the "Excluded Assets") are not part of the Contemplated Transactions, are excluded from the Transferred Assets and shall remain the property of the Company Parties after the Closing:

(a) All Accounts Receivable, a list of which shall be delivered as of the Closing Date and attached hereto as Schedule 2.6(a)(viii);

(b) All Non-Exclusive R.E.M. Data and minute books (provided, however, that the Company shall use commercially reasonable efforts to provide Buyer with a copy of Company minutes that pertain to the R.E.M. Agreements, the Transferred Assets or the Business), membership interest records and company seals;

(c) All personnel records and any other records that the Company is required by Law or reasonably determines are necessary to retain in its possession, including, without limitation, all Tax Returns and related workpapers (provided, however, that copies of such records shall be made available to Buyer upon Buyer's reasonable request and at Buyer's expense);

(d) All attorney client privilege and attorney work product protection of each Company Party or associated with the Business (as currently or formerly conducted) as a result of legal counsel representing a Company Party or the Business (as currently or formerly conducted), and all Books and Records related thereto subject to such attorney client privilege or work product protection; provided that any privilege or work product that exclusively relates to the Transferred Assets or the Assumed Liabilities or that is necessary to operate the Business (other than such privileges, protections and Books and Records related to or in connection with the Contemplated Transactions or any Transaction Document) shall not be deemed to be an Excluded Asset;

(e) All claims for refund of Taxes and other governmental charges of whatever nature;

(f) All rights of the Company Parties under this Agreement and the Transaction Documents;

(g) All proceeds, rights, claims, credits or causes of action or rights to any action of any nature available to or being pursued by the Company Parties, whether arising by way of counterclaim or otherwise, that are not exclusively related to the Business;

(h) Any and all rights, title and interest in and to any Company Pre-Existing IP;

(i) All Intangibles that are not exclusively related to, exclusively arising out of, or exclusively associated with the Transferred Assets, the Licensed Property, the Business or the New Business Activities;

(j) All Intangibles owned by a third party (and all rights and licenses thereto), other than any rights to Intangibles granted to the Company pursuant to the R.E.M. Agreements or Transferred Contracts;

(k) The Company Parties' properties and assets which are or have been used in connection with the Business but are not exclusively or primarily related to the Business (including all Tangible Personal Property not set forth on Schedule 2.1(e));

(l) All Contracts other than Transferred Contracts;

(m) All insurance policies;

(n) All insurance benefits, including rights and proceeds, that are not exclusively related to or arise from the Business, the Transferred Assets or the Assumed Liabilities or are not transferable;

(o) Subject to Section 5.20, all Avoidance Actions and proceeds thereof;

(p) Subject to Section 2.7(f), all Non-Transferable Assets; and

(q) All Governmental Authorizations and all pending applications therefor or renewals thereof that are not exclusively related to the Business or the Transferred Assets or are not transferable.

Section 2.3 Liabilities.

(a) Assumed Liabilities. On the Closing Date, but effective as of the Effective Time, Buyer shall assume and agree to discharge the following Liabilities of the Company Parties (other than those related to the Excluded Assets) (the "Assumed Liabilities"):

(i) all Cure Costs related to the Transferred Contracts; provided however, that, subject to Section 2.7, such Cure Costs shall not exceed an amount equal to $3,000,000 in the aggregate (the "Cure Cap"); provided that, for the avoidance of doubt, the Cure Cap does not include any amounts paid by Buyer under the Contracts set forth on Schedule 2.3(a)(i) (the "Critical Supplier Contracts") on or before the Closing, which the Company shall reject with the understanding that the Buyer intends to negotiate directly with the applicable counterparties;

(ii) all costs and expenses necessary in connection with providing "adequate assurance of future performance" with respect to the Transferred Contracts (as contemplated by Section 365 of the Bankruptcy Code) for the period commencing on or after the Closing;

(iii) any Liability arising out of the R.E.M. Agreements, the ownership or operation of the Business or the Transferred Assets on or after the Effective Time, other than any Liability based on facts occurring prior to the Effective Time except those assumed pursuant to this Section 2.3(a);

(iv) any Liability arising out of or related to the Buyer's actions or the actions of any member of the Buyer's Group in connection with the employment (including, in the case of the Morphe UK Employees only, offers for employment and any failure to inform and consult under Transfer of Undertakings (Protection of Employment) Regulations 2006 ("TUPE") arising due to a failure by the Buyer or any member of the Buyer's Group to comply with its obligations under regulation 13(4) TUPE) or engagement (including termination of employment or engagement) of the Transferred Service Providers by the Buyer or any member of the Buyer's Group and/or the Morphe UK Employees;

(v) any Liability to pay amounts owed for goods or services received by Buyer arising on or after the Effective Time under the Transferred Contracts or with respect to the Transferred Service Providers;

(vi) any product Liability or similar claim for injury to a Person or property, if occurring on or after the Effective Time, which arises out of or is based upon any express or implied representation, warranty, agreement or guaranty made by the Buyer or its agents, or by reason of the improper performance or malfunctioning of a product, improper design or manufacture, failure to adequately package, label or warn of hazards or other related product defects of any products at any time manufactured or sold or any service performed by the Buyer or its agents, or which is imposed by operation of law or otherwise; provided, that the foregoing shall include any implied warranties made by any Company Party or its agents by virtue of inclusion of a Company Party's or its agent's information on any product packaging, labels or other product disclaimers on product distributed by Buyer on or after the Effective Time but not manufactured, tested or produced by such Company Party prior to the Effective Time;

(vii) any recall, defect or similar claims of any Licensed Products manufactured or sold by the Buyer on or after the Effective Time;

(viii) (A) any Tax payable with respect to the ownership, possession, purchase, lease, sale, disposition or use of the Transferred Assets or the Business at any time following the Closing, and (B) any Transfer Taxes; and

(ix) any Liabilities with respect to Sales and Purchase Orders; and

(x) any Liabilities with respect to the New Business Activities, whether arising before or after the Effective Time.

(b) Retained Liabilities. Buyer shall not assume and shall not be responsible to pay, perform or discharge any of the Liabilities of the Company Parties other than the Assumed Liabilities (collectively, the "Retained Liabilities"), including, without limitation, the following (in each case, to the extent not an Assumed Liability):

(i) any Liability relating to or arising out of the Excluded Assets, including any claims under section 503 and 507 of the Bankruptcy Code;

(ii) any Liability arising out of or relating to the R.E.M. Agreements, the operation of the Business (excluding any New Business Activities) or the Transferred Assets prior to the Effective Time, other than the Assumed Liabilities;

(iii) any Liability arising out of customer, supplier, vendor and manufacturer claims that arose, or are based on facts occurring, prior to the Closing Date (for the avoidance of doubt, other than the Cure Costs);

(iv) any Liability related to the rejection of any Contract not assumed by Buyer pursuant to Section 2.3(a);

(v) any product Liability or similar claim for injury to a Person or property, regardless of when made or asserted, which arises out of or is based upon any express or implied representation, warranty, agreement or guaranty made by the Company Parties or their respective agents, or by reason of the improper performance or malfunctioning of a product, improper design or manufacture, failure to adequately package, label or warn of hazards or other related product defects of any products at any time manufactured or sold or any service performed by the Company Parties or their respective agents, or which is imposed by operation of law or otherwise; provided, that the foregoing shall include any implied warranties made by any Company Party or its agents by virtue of inclusion of any Company Party's or its agent's information on any product packaging, labels or other product disclaimers on product distributed by Buyer on or after the Effective Time but not manufactured, tested or produced by such Company Party prior to the Effective Time;

(vi) any Liabilities with respect to recall, defect or similar claims of any Licensed Products manufactured or sold by the Company Parties prior to the Effective Time;

(vii) any current or long-term notes, bank debt or borrowed money payable and all accrued interest and fees with respect thereto;

(viii) any Liabilities for overdrafts or any other Liabilities with respect to bank accounts;

(ix) any intercompany payables or guarantees of Indebtedness by an affiliate of any Company Party;

(x) (A) any Tax payable by the Company Parties with respect to the Business operations prior to the Closing Date; (B) any Tax payable by the Company Parties with respect to the ownership, possession, purchase, lease, sale, disposition or use of the Transferred Assets at any time on or before the Closing Date; and (C) any Liability of the Company Parties for the unpaid Taxes of any Person under Treasury Regulation Section 1.1502-6 (or any similar provision of state, local, or non-U.S. Law), as a transferee or successor or by Contract (other than a commercial contract entered into in the Ordinary Course of Business, the primary purpose of which is unrelated to Tax);

(xi) other than as set forth in Section 2.3(a)(iv) and Section 5.3 and pursuant to or as required under applicable Law, any Liability of the Company with respect to the hiring, employment or termination of employment of any employee or independent contractor of the Company or any of its Related Persons, including through any professional employer organization, with respect to actions taken at any time before the Closing Date, whether or not such Liability arises after the Closing Date, including, without limitation, any Liability with respect to workers' compensation, wages and hours worked, employment practices, unfair dismissal, worker safety, worker classification, payment of wages, worker notifications, rights to leave or other time off, or arising under any employment, severance, retention or termination agreement, and whether or not such employee or independent contractor provided services relating to any aspect of the Business, the Transferred Assets or any transactions contemplated under the R.E.M. Agreements;

(xii) other than as set forth in Section 2.3(a)(iv), Section 5.3(b) and pursuant to or as required under applicable Law, any Liability of the Company Parties with respect to any life, health, accident, disability or any other employee benefit plan, pension plan, and welfare plan, or any other retirement, post-retirement, bonus, profit sharing, stock bonus, deferred compensation, severance, or other material plan or arrangement providing benefits to current employees of the Company Parties and their dependents, and any other practices, programs or arrangements to which any of the Company Parties is a party or under which any of the Company Parties has any obligation, or which is maintained, or to which contributions have been made, by the Company Parties or any predecessor or any corporation which is a controlled group or corporations of which any of the Company Parties is a member, or any trade or business (whether or not incorporated) under common control with the Company Parties (collectively, the "Employee Plans"), whether or not any employee covered under the foregoing provided services relating to any aspect of the Business, the Transferred Assets or any transactions contemplated under the R.E.M. Agreements;

(xiii) any Liability of the Company Parties to any Related Person of the Company Parties;

(xiv) any Liability to indemnify, reimburse or advance amounts to any officer, director, employee or agent of the Company;

(xv) any Liability to distribute to any Persons with an interest in the Company, or otherwise apply, on or after the Closing Date, all or any part of the consideration received hereunder;

(xvi) any Liability arising under the WARN Act resulting from any actions by the Company Parties on or prior to the Effective Time;

(xvii) any Liability in respect of any pending or threatened Proceeding arising out of, relating to or otherwise in respect of the operation of the Business (excluding any New Business Activities), the R.E.M. Agreements or the Transferred Assets to the

extent such Proceeding relates to such operation of the Business (excluding any New Business Activities) prior to the Closing Date; and

(xviii) any Liability of the Company Parties under or relating to the execution of this Agreement or any other document executed in connection with the Contemplated Transactions.

Section 2.4 Closing and Consideration.

(a) Closing. The closing (the "Closing") of the Contemplated Transactions shall be held on or before the third (3rd) Business Day after the date on which the conditions set forth in ARTICLE VI are satisfied or, if legally permissible, waived (other than those conditions that by their nature are to be first satisfied (or validly waived) at the Closing, but subject to such satisfaction or waiver) (or such other date as the Parties may agree in writing), remotely via the exchange of documents and signature pages or at such other time or place as Buyer and the Company Parties may agree. The date on which the Closing occurs is referred to as the "Closing Date." The Contemplated Transactions shall be effective for accounting, payment and business purposes as of 11:59 pm on the Closing Date (the "Effective Time"), unless otherwise agreed in writing by Buyer and the Company Parties.

(b) Consideration. Subject to the terms and conditions of this Agreement, the aggregate purchase price payable by or on behalf of the Buyer for the Transferred Assets shall consist of the following (collectively, the "Total Consideration"):

(i) Fifteen Million Dollars ($15,000,000) (the "Closing Payment") paid by Buyer on the Closing Date by wire transfer of immediately available funds to the account(s) (and in the respective amounts) designated by the Company Parties; *plus*

(ii) the assumption of the Assumed Liabilities as set forth in Section 2.3, including the Cure Costs; provided however, that, subject to Section 2.7, such Cure Costs shall not exceed the Cure Cap; *plus*

(iii) amounts paid by Buyer pursuant to Section 5.1(b) with respect to New Business Activities, to the extent such New Business Activity relates to a Transferred Asset; *less*

(iv) any Buyer Overadvance outstanding at the Closing; *plus*

(v) an amount equal to total rental obligations with respect to the Norris 2 Lease from the date hereof through (and including) the Closing; *plus*

(vi) an amount equal to open accounts payable due to certain third party logistics providers as set forth on Schedule 2.4(b)(vi);

(vii) an amount equal to any Prepaid Expenses, which are approximately $46,900 as of the date hereof; *plus*

(viii) the termination of the R.E.M. Agreements pursuant to the Termination Agreement and the cancellation of royalty obligations owed by the Company resulting from the sale of the Licensed Products through (and including) the Closing Date; *plus*

(ix) the discontinuance of the Arbitration (as described in Section 5.7) and the release of certain claims against the Company Parties to the extent set forth in the Mutual Release (as defined below).

(c) Liens. Subject to the terms and conditions of this Agreement, including but not limited to, the consummation of the Contemplated Transactions, the Company Parties hereby agree and confirm that, in accordance with the terms of the First Lien Credit Agreement and the DIP Facility, as applicable, and subject to the execution of the Lender APA Amendment, the Secured Lenders shall retain a lien on the Closing Payment, and authorizes the Secured Lenders to file all necessary UCC-1s reflecting the Secured Lenders' security interest in the Closing Payment.

Section 2.5 Allocation of Purchase Price.

(a) The Parties agree that the purchase price, as determined for U.S. federal income tax purposes (including liabilities and any other amounts treated as purchase price for U.S. federal income tax purposes) shall be allocated among the Transferred Assets in accordance with the principles set forth on Schedule 2.5(a) and Section 1060 of the Code and the applicable Treasury Regulations promulgated thereunder (and any similar provision of state, local or foreign Law, as appropriate). Within 60 days following the Closing, Buyer shall prepare and deliver to the Company Parties a draft of the purchase price allocation schedule (the "Allocation Schedule") in accordance with this Section 2.5(a), and the Buyer shall consider any comments made by the Company Parties in good faith. The Allocation Schedule will become final and binding on the Parties unless the Company Parties provide written notice of objection to the Allocation Schedule within thirty (30) days from the delivery of the Allocation Schedule. If the Company Parties object to the Allocation Schedule within such thirty (30)-day period, then Buyer and the Company Parties shall negotiate in good faith to agree on the Allocation Schedule. If Buyer and the Company Parties are unable to resolve any such disagreement, the disputed items shall be referred to a nationally recognized independent accounting firm chosen jointly by Buyer and the Company Parties for resolution in accordance with the principles set forth on Schedule 2.5(a). The Allocation Schedule as delivered by Buyer (if any comments thereto are not timely submitted by the Company Parties), or as revised to reflect agreed revisions, is hereinafter referred to as the "Final Allocation Schedule."

(b) The Buyer and the Company and their respective affiliates shall report, act and file all Tax Returns (including Internal Revenue Service Form 8594 and all corresponding state or local tax forms) in all respects and for all purposes consistent with the Final Allocation Schedule, unless otherwise required by a final determination within the meaning of Section 1313 of the Code.

(c) For the avoidance of doubt, the term "Company Parties" as used in this Section 2.5 shall include Morphe UK. To the extent delivery for comment or other notice is

required to be provided to Morphe UK pursuant to this Section 2.5, the Parties shall provide such notice to the "Purchaser" (as defined in the FB Acquisition Agreement) as set forth in Section 11.2 of the FB Acquisition Agreement.

Section 2.6 Closing Obligations. In addition to any other documents to be delivered under other provisions of this Agreement, contemporaneous with the Closing:

(a) the Company Parties shall deliver to Buyer, and the obligation of Buyer to consummate the Contemplated Transactions shall be subject to the receipt of:

(i) the Bill of Sale, duly executed by the Company Parties;

(ii) the Assignment and Assumption Agreement, duly executed by the Company Parties;

(iii) the IP Rights Assignment, duly executed by the Company Parties;

(iv) the Domain Name Assignment, duly executed by the Company Parties;

(v) an IRS Form W-9, duly executed by the Company;

(vi) the Mutual Release, duly executed by the Company Parties and the Secured Lenders;

(vii) the Termination Agreement, duly executed by the Company and FBH;

(viii) a report that includes and details, (A) as of one (1) Business Day prior to the Closing Date, Supplier Purchase Orders, (B) as of one (1) Business Day prior to the Closing Date, Retail Customer Purchase Orders, (C) as of one (1) Business Day prior to the Closing Date, the Accounts Receivable, (D) as of one (1) Business Day prior to the Closing Date, the Accounts Payable, and (E) Tangible Personal Property including the Transferred Assets, including a list of physical locations of such Tangible Personal Property, which report is to be attached to this Agreement as Schedule 2.6(a)(viii);

(ix) a certificate, dated as of the Closing Date and signed by an authorized officer of the Company Parties (in such officer's capacity as such and not individually), certifying that the conditions contained in Sections 6.2(a) and 6.2(b) have been satisfied;

(x) a copy of the Sale Order;

(xi) a fully executed amendment in form and substance reasonably satisfactory to Buyer (the "Lender APA Amendment") to the Asset Purchase Agreement, by and among FB Acquisition LLC, FB Debt Financing Guarantor, LLC, Forma Brands, LLC, Morphe, LLC, Forma Beauty Brands, LLC, Seemo, LLC, Jaclyn Cosmetics Holdings, LLC, Jaclyn Cosmetics LLC, Such Good Everything, LLC and Playa Products,

Inc., dated January 12, 2023 (the "Lender APA"), which excludes all of the Transferred Assets from the Lender APA; and

(xii) such other bills of sale, deeds, endorsements, assignments and instruments of conveyance and transfer as the Buyer may reasonably request (and subject to the Bankruptcy Court approval of the same) for the purpose of facilitating the consummation or performance of the transactions contemplated by this Agreement.

(b) Buyer shall deliver to the Company Parties, and the obligations of the Company Parties to consummate the Contemplated Transactions shall be subject to the receipt of:

(i) the Closing Payment;

(ii) the Bill of Sale, duly executed by Buyer;

(iii) the Assignment and Assumption Agreement, duly executed by Buyer;

(iv) the IP Rights Assignment, duly executed by Buyer;

(v) the Domain Name Assignment, duly executed by Buyer;

(vi) the Mutual Release, duly executed by IPCo and AGent; and

(vii) the Termination Agreement, duly executed by IPCo, AGent and AG;

(viii) a certificate, dated as of the Closing Date and signed by an authorized officer of the Buyer (in such officer's capacity as such and not individually), certifying that the conditions contained in Sections 6.3(a) and 6.3(b) have been satisfied; and

(ix) such other bills of sale, deeds, endorsements, assignments and instruments of conveyance and transfer as the Company Parties may reasonably request for the purpose of facilitating the consummation or performance of the transactions contemplated by this Agreement.

Section 2.7 Assignment of Contracts and Rights.

(a) Schedule 2.7(a) sets forth a list of all Contracts to which a Company Party is party and that Buyer intends to have the applicable Company Party assume and assign to Buyer on the Closing Date, together with the applicable Cure Costs, if any, for each such Contract as reasonably estimated in good faith by the Company Parties. On or before February 1, 2022 (the "Assumption Deadline"), Buyer may, with the prior written consent of the Company Parties and the Secured Lenders, (i) designate in writing any Contract related to the Business not previously designated as a Transferred Contract and, upon such designation, such Contract will be added to Schedule 2.7(a) and constitute a Transferred Contract (together with any associated Liabilities) and a Transferred Asset and will be conveyed to Buyer under, and in accordance with the terms

of, this Agreement at Closing (and, if applicable, will cease to constitute an Excluded Asset and any associated Liabilities will cease to constitute Retained Liabilities); provided that (x) any such Contract is added to Schedule 2.7(a) prior to the entry of any Order of the Bankruptcy Court approving the rejection of such Contract, (y) the party to such Contract receives information evidencing Buyer's adequate assurance of future performance and has an opportunity to object within seven (7) days or such other period of time set forth in an Order of the Bankruptcy Court of the receipt of such information to the assignment of such Contract on the ground that Buyer has not demonstrated adequate assurance of future performance of such Contract pursuant to Section 365 of the Bankruptcy Code and (z) Cure Costs associated with such Contract do not result in aggregate Cure Costs for Contracts on Schedule 2.7(a) exceeding the Cure Cap except to the extent Buyer consents to an increase in the Cure Cap in the amount of such excess, or (ii) remove any Contract from Schedule 2.7(a), which Contract shall be automatically deemed an Excluded Asset. All Contracts of the Company Parties which do not constitute Transferred Contracts or which otherwise cannot be assumed and assigned to Buyer shall not be considered Transferred Contracts. With respect to each Transferred Contract, Buyer shall timely provide adequate assurance of the future performance of such Transferred Contract to the applicable counterparty to such Transferred Contract; provided, that such adequate assurance of future performance shall be provided by no later than the Assumption Deadline.

(b) Schedule 2.7(b) sets forth a list of certain Contracts related to both the Business and the remaining business of the Company Parties and their respective Affiliates to which a Company Party is party (each, a "Key Contract") and which the Company Parties and Buyer intend to contract directly with on or before, but subject to, the Closing as outlined in this Section 2.7(b). If a Company Party determines to assume any such Key Contract (other than any Critical Supplier Contract, which the Company shall reject on or prior to Closing), then, subject to the consent and approval of the counterparty to such Key Contract, and the agreement by such Company Party to assume any other Cure Costs not covered by Buyer, Buyer shall agree to be responsible for and agrees to pay up to the applicable Buyer Key Contract Cure Cap listed on Schedule 2.7(b) (each, a "Buyer Key Contract Cure Cap") for each of the Cure Costs associated with such Key Contract (each, a "Shared Cure Costs Arrangement") in exchange for all rights, obligations and liabilities exclusively related to the Business or Inventory in such Contract and subject to a mutually agreeable Partial Assignment (as defined below) and Order. With respect to Key Contracts that are not rejected by the Company Parties and subject to agreement with respect to a Shared Cure Cost Arrangement, the Parties shall work in good faith to negotiate and agree to Partial Assignments with the Key Contract counterparties as soon as possible following the date hereof. The Parties understand and agree that each Shared Cure Costs Arrangement shall require the consent of the relevant Company Party, the Secured Lenders and the counterparty to the Key Contract to which the Shared Cure Costs Arrangement relates, and the execution of a Partial Assignment and Assumption substantially in the form attached hereto as Exhibit B-2 (each, a "Partial Assignment") that is acceptable to the Buyer, the Company Parties, the Secured Lenders and the relevant counterparty or another form otherwise acceptable to the Buyer, the Company Parties, the Secured Lenders and the relevant counterparty. To the extent the Buyer, the Company Parties, the Secured Lenders and the relevant counterparty have not finally agreed to the terms of the Shared Cure Costs Arrangement and Partial Assignment on or before the Assumption Deadline, the Company Parties may decide to reject or accept such Key Contract in their sole discretion. If the Company Parties, in their sole discretion, elect to assume such Key Contract and,

within thirty (30) days following the Assumption Deadline, receive consent to partial assignment of such Key Contract from the counterparty, the Company Parties and Buyer may agree to a partial assignment to the Buyer of any and all rights, obligations and liabilities exclusively related to the Business or Inventory in such Key Contract that the relevant Company Party receives in connection with such Company Party's assumption of such Key Contract in exchange for Buyer paying an amount to the applicable Company Party equal to what would have been Buyer's proportionate share of the Cure Costs associated with such Key Contract under this Section 2.7.

(c) At Closing, to the extent assignable pursuant to Sections 363 and 365 of the Bankruptcy Code, (i) the applicable Company Party shall, pursuant to the Sale Order, the Assignment and Assumption Agreement, each Shared Cure Costs Arrangement and each executed Partial Assignment, assume and assign to Buyer each of the Transferred Contracts (or, in the case of a Shared Cure Costs Arrangement and Partial Assignment, Buyer's rights, obligations and liabilities with respect to such Contract as agreed in the final Partial Assignment agreement) that is capable of being assumed and assigned and the consideration for which is included in the Total Consideration, (ii) Buyer shall pay promptly all Cure Costs (or, in the case of a Shared Cure Costs Arrangement, the portion of the Cure Costs agreed in the Partial Assignment relating to such Shared Cure Costs Arrangement, which shall not exceed the amount set forth on Schedule 2.7(b) with respect to the applicable Key Contract unless otherwise agreed to in writing by the Buyer) in connection with such assumption and assignment, and (iii) Buyer shall assume and perform and discharge the Assumed Liabilities under the Transferred Contracts, pursuant to the Sale Order and the Assignment and Assumption Agreement (or any Liabilities specifically assumed under the Partial Assignment). If Buyer does not pay (1) all Cure Costs associated with the assignment and assumption of a Transferred Contract (including in the event that the Cure Costs associated with the proposed Transferred Contracts exceeds the Cure Cap) or (2) the agreed portion of the Cure Costs associated with a Shared Cure Costs Arrangement, such Contract shall not be a Transferred Contract or a valid Shared Cure Costs Arrangement, as the case may be. Notwithstanding anything to the contrary herein, no Company Party shall be obligated to assume and assign any such Contract pursuant to this Section 2.7 with respect to which Buyer fails to pay the full Cure Costs or, in the case of a Shared Cure Costs Arrangement, the applicable portion of the Cure Costs (including in the event that the Cure Costs associated with the proposed Transferred Contracts or Shared Cure Costs Arrangement exceeds the Cure Cap) or to satisfy the party to the proposed Transferred Contract or Key Contract (with respect to any Partial Assignment) and the Bankruptcy Court as to adequate assurance of future performance. From and after the Assumption Deadline, if any Company Party has assumed a Contract listed on Schedule 2.7(a) or Schedule 2.7(b) and the Bankruptcy Court determines that the Cure Costs for such Contract is higher than the amounts listed on Schedule 2.7(a) or Schedule 2.7(b), with respect to any Transferred Contract, Buyer shall be fully responsible to pay such higher Cure Costs and, with respect to any Key Contract subject to a Shared Cure Costs Arrangement and Partial Assignment, Buyer shall be fully responsible to pay its proportionate share of such higher Cure Costs.

(d) If it is discovered that a Contract with a counterparty not listed on Schedule 2.7(a) should have been listed on Schedule 2.7(a) but was omitted therefrom (an "Omitted Contract"), the Company Parties shall, promptly following discovery thereof, (x) notify Buyer in writing of such Omitted Contract and the corresponding estimated Cure Costs related thereto (if any) and (y) if requested by Buyer in writing (email to suffice), serve, at the Buyer's expense, a

supplemental notice of potential assumption and assignment by electronic transmission, hand delivery, or overnight mail on the counterparty to the Omitted Contract, in accordance with the notice details herein (provided that no Omitted Contract shall be assumed by and assigned to Buyer unless such Omitted Contract shall be accepted at such time in writing (email to suffice) by Buyer as a Transferred Contract and Buyer shall be responsible for paying any Cure Costs and satisfying the party to the Contract and the Bankruptcy Court as to adequate assurance of future performance).

(e) To the extent that Buyer makes a valid designation with respect to a Contract pursuant to Section 2.7(a) or if Buyer agrees to assume an Omitted Contract pursuant to Section 2.7(d), the applicable exhibits and schedules to this Agreement (including the Disclosure Schedules) will be deemed to have automatically been updated (without action of any Party or Person) to reflect such designation (and the Company Parties shall be permitted to update the Disclosure Schedules as necessary to correct or complete any disclosure contained therein). If Buyer exercises its rights in Section 2.7(a) above to designate a Contract as a Transferred Contract or remove a Contract from Schedule 2.7(a) or agrees to assume an Omitted Contract pursuant to Section 2.7(d), then the Parties acknowledge and agree that there will be no reduction in, or increase to, the Closing Payment as a result of such designation or change in designation; provided, however, that such designation may increase or decrease (as applicable) the extent of the Assumed Liabilities, Transferred Assets and/or Excluded Assets.

(f) Except as to Transferred Contracts assigned pursuant to Section 365 of the Bankruptcy Code, the Parties acknowledge and agree that, to the extent that the transfer or attempted transfer of any Transferred Asset directly to the Buyer pursuant to this Agreement or any Transaction Document or any claim or right or any benefit arising thereunder or resulting therefrom is (i) prohibited by any applicable Law, or (ii) without third party consent and/or payment of Cure Costs (including with respect to any rejected Contract) would (x) constitute a breach or other contravention thereof, (y) subject the Company, Buyer, or any of their respective officers, directors, agents or Affiliates, to civil or criminal liability or (z) be ineffective, void or voidable, and such consent has not been obtained prior to the Closing, then in each case, the Closing shall proceed without the transfer of such Transferred Asset (each of (i) and (ii), a "Non-Transferable Asset"), this Agreement, the Transaction Documents and the related instruments of transfer shall not constitute an assignment or transfer of such Non-Transferable Asset, and Buyer or its designee(s) shall not assume the applicable Company Party's rights or obligations under such Non-Transferable Asset (and such Non-Transferable Asset shall not be included in the Transferred Assets). If such Non-Transferable Asset is assignable or transferable with Governmental Authorization or third party consent (including payment of applicable Cure Costs), and such Governmental Authorization or consent is not obtained or such assignment is not attainable pursuant to Section 365 of the Bankruptcy Code, to the extent permitted and subject to any approval of the Bankruptcy Court that may be required, the applicable Company Party and Buyer will reasonably cooperate to enter into a mutually agreeable arrangement (at Buyer's sole cost and expense) under which Buyer would obtain the benefits and assume the obligations thereunder in accordance with this Agreement. For the avoidance of doubt, to obtain any such consent or approval or otherwise transfer any such Non-Transferable Asset, the Company Parties shall not be obligated to pay any consideration to any third party (including any Cure Costs) or Governmental Body, incur any out-of-pocket costs or expenses or initiate any litigation or Proceedings. In

addition, for the avoidance of doubt, the Parties agree and acknowledge that (a) the failure to obtain any such consents or approvals or to transfer any Non-Transferable Asset shall not relieve any Party of its obligations to consummate the Contemplated Transaction, (b) there will not be any adjustment to the Total Consideration if any consents or approvals are not obtained or certain assets or Contracts are not transferred, and (c) Buyer shall not have any claim against the Company Parties or their Affiliates after the Closing in respect of any such consents or approvals not being obtained or such assets or Contracts not being transferred. The Company Parties' obligations under this paragraph shall terminate on the date that is thirty (30) days after the Closing Date.

(g) The Company Parties shall have no obligation to renew, replace or extend the term of any Contracts or otherwise preserve or prevent the expiration of any Contracts, or incur any costs, expenses or other liabilities or obligations associated with any Contracts not reimbursable by Buyer under this Agreement.

Section 2.8 Bulk Sales Laws. Buyer hereby waives compliance by the Company Parties with the requirements and provisions of any "bulk-transfer" Law of any jurisdiction that may otherwise be applicable with respect to the sale of any or all of the Transferred Assets to Buyer. Pursuant to Section 363(f) of the Bankruptcy Code, the transfer of the Transferred Assets shall be free and clear of any and all Encumbrances and Liabilities in the Transferred Assets (other than Permitted Encumbrances), including any Encumbrances or claims arising out of any bulk transfer Laws, and the Parties shall take such steps as may be necessary or appropriate to so provide in the Sale Order.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF THE COMPANY

Knowing that Buyer is relying thereon, the Company Parties represent and warrant, severally but not jointly, to Buyer that the statements contained in this ARTICLE III are correct and complete as of the Closing Date, except (i) as disclosed in any Bankruptcy Court filings by the Company Parties or any of their respective Affiliates made prior to the date of this Agreement or (ii) subject to the exceptions set forth in the Disclosure Schedules delivered by the Company Parties in connection with the execution and delivery of this Agreement and attached hereto.

Section 3.1 Organization and Good Standing. Each Company Party is an entity duly formed, validly existing and in good standing under the Laws of its jurisdiction of formation, with full limited liability company or corporate power and authority to conduct the Business as it is now being conducted, except where the failure to have such power or authority would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, to own or use the properties and assets that it purports to own or use, and to perform all its obligations under this Agreement, each Transaction Document and the Transferred Contracts. Each Company Party is duly qualified to do business as a foreign corporation and is in good standing under the Laws of each state or other jurisdiction in which either the ownership or use of the properties owned or used by it, or the nature of the activities conducted by it, requires such qualification, except where the failure to have such power or authority would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 3.2 Enforceability; Authority; No Conflict.

(a) Each of this Agreement, each Transaction Document to which a Company Party is a party, and each other agreement to be executed or delivered by a Company Party at the Closing (collectively, the "Company's Closing Documents") constitutes the legal, valid and binding obligation of such Company Party, enforceable against each such Company Party in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting creditors' rights generally (including any authorization required by the Bankruptcy Code (including entry of the Sale Order) or any Governmental Body with respect to any other insolvency proceeding) and by general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity) (the "Enforceability Exceptions"). Subject to any authorization as is required by the Bankruptcy Code (including subject to entry of the Sale Order) or any Governmental Body with respect to any other insolvency proceeding, each Company Party has the absolute and unrestricted right, power and authority to execute and deliver this Agreement and the Company's Closing Documents to which it is a party and to perform its obligations under this Agreement and the Company's Closing Documents, and such action has been duly authorized by all necessary action by such Company Party's directors, officers, managers, members, secured creditors and/or other interest holders, as applicable.

(b) Except as set forth in Schedule 3.2(b), except as a result of the Bankruptcy Cases or any other insolvency proceeding and subject to obtaining Bankruptcy Court approval pursuant to the Sale Order, neither the execution and delivery of this Agreement nor the consummation or performance of any of the Contemplated Transactions will, directly or indirectly (with or without notice or lapse of time): (i) Breach (A) any provision of any of the Governing Documents of any Company Party or (B) any resolution adopted by the directors, officers, managers or members of any Company Party; (ii) Breach or give any Governmental Body or other Person the right to challenge any of the Contemplated Transactions or to exercise any remedy or obtain any relief under any Law or any Order to which any Company Party, or any of the Transferred Assets, may be subject; (iii) to the Company's Knowledge, contravene, conflict with or result in a violation or Breach of any of the terms or requirements of, or give any Governmental Body the right to revoke, withdraw, suspend, cancel, terminate or modify, any Governmental Authorization that is held by any Company Party or that otherwise relates to the Transferred Assets or to the Business; (iv) to the Company's Knowledge, Breach any provision of, or give any Person the right to declare a default or exercise any remedy under, or to accelerate the maturity or performance of, or payment under, or to cancel, terminate or modify, any Material Contract to which any Company Party is a party that is included in the Transferred Assets; or (v) result in the imposition or creation of any Encumbrance (other than a Permitted Encumbrance and Encumbrances created by Buyer) upon or with respect to any of the Transferred Assets; except in clauses (ii), (iii), (iv) and (v), where the violation, Breach, conflict, default, acceleration or failure to give notice would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 3.3 Accounts Payable. Since the Lookback Date, to the Company's Knowledge, all Accounts Payable of the Company Parties arose in bona fide arm's length transactions. Except as disclosed in Schedule 3.3, to the Company's Knowledge, since the Lookback Date, no Company Party has any Account Payable to any Person which is an Affiliate of it or any of its directors, officers, members, managers, employees or direct equityholders.

Section 3.4 Tangible Personal Property. To the Company's Knowledge, each item of Transferred Asset that is Tangible Personal Property is in good repair and good operating condition, ordinary wear and tear excepted. To the Company's Knowledge, no item of such Tangible Personal Property that is included as a Transferred Asset is in need of repair or replacement other than as part of routine maintenance in the Ordinary Course of Business. As of the Closing and subject to entry of the Sale Order and the obligation to pay any Cure Costs in connection therewith, all such Tangible Personal Property that is included as a Transferred Asset is in the possession of the Company and is free and clear of any Encumbrances (other than Permitted Encumbrances).

Section 3.5 Title to Transferred Assets; Encumbrances.

(a) As of the Closing and subject to entry of the Sale Order and the obligation to pay any Cure Costs in connection therewith, each Company Party owns and will convey at the Closing good and transferable rights, title and interest in, to and under (as applicable) all of the Transferred Assets transferred by it hereunder, in each case free and clear of any Encumbrances other than a Permitted Encumbrance or those described in Schedule 3.5(a). Other than as set forth on Schedule 3.5(a), the Company has not assigned, transferred or sublicensed any of its rights, title and interest to and under the R.E.M. Agreements to any third party, other than non-exclusive sublicenses of Intangibles granted to customers, distributors, suppliers, and service providers in the Ordinary Course of Business.

(b) Schedule 3.5(b) sets forth a list of all of the physical locations as of January 4, 2023 of the Tangible Personal Property included in the Transferred Assets, with the exception of the Inventories. On the Closing Date, a revised Schedule 3.5(b) shall be provided by the Company Parties to the Buyer, which revised Schedule 3.5(b) shall be true and correct in all material respects as of such date.

Section 3.6 No Undisclosed Liabilities. Except as set forth on Schedule 3.6, as of the date hereof, to the Company's Knowledge, there is no Liability outstanding which relates exclusively or primarily to the Business, other than (a) Liabilities which have arisen in the Ordinary Course of Business, (b) any Liability that does not exceed $1,000,000 and (c) Liabilities under contracts and commitments described on the Company Disclosure Schedule or under contracts and commitments entered into in the Ordinary Course of Business.

Section 3.7 Tax Matters.

(a) To the Company's Knowledge, the Company has timely filed all material Tax Returns with respect to the Business, the R.E.M. Agreements and the Transferred Assets that it was required to file. To the Company's Knowledge, all such material Tax Returns were correct and complete in all material respects and were prepared in substantial compliance with all applicable Laws. All material Taxes owed by the Company relating to the Business, the R.E.M. Agreements or Transferred Assets (whether or not shown on any Tax Return) have been paid. To the Company's Knowledge, since the Lookback Date, no claim has ever been made in writing with respect to the Business, the R.E.M. Agreements or the Transferred Assets by an authority in a jurisdiction where the Company does not file Tax Returns that the Company is or may be subject to taxation by that jurisdiction. There are no Encumbrances (other than Permitted Encumbrances)

on any of the Transferred Assets that arose in connection with any failure (or alleged failure) to pay any Tax, except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. There is no dispute or claim concerning any Tax Liability of the Company with respect to the Business, the R.E.M. Agreements or the Transferred Assets, except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(b) Since the Lookback Date, the Company has not waived any statute of limitations in respect of material Taxes relating to the Business or agreed to any extension of time with respect to a material Tax assessment or deficiency relating to the Business.

(c) With respect to the Business, the Company (i) has not been a member of an affiliated group filing a consolidated federal income Tax Return (other than the group the common parent of which was Forma Brands Holdings, LLC) and (ii) has no liability for the Taxes of any Person under Treasury Regulation Section 1.1502-6 (or any similar provision of state, local, or foreign Law), as a transferee or successor, or by contract (other than a commercial contract entered into in the Ordinary Course of Business, the primary purpose of which is unrelated to Tax).

(d) With respect to the Business, to the Company's Knowledge, the Company has disclosed to the Internal Revenue Service on the appropriate Tax Returns any Reportable Transaction in which it has participated. The Company has retained all documents and other records pertaining to any such Reportable Transaction in which it has participated, including documents and other records listed in Treasury Regulation Section 1.6011-4(g) and any other documents or other records which are related to any Reportable Transaction in which it has participated but not listed in Treasury Regulation Section 1.6011-4(g). For purposes of this Section 3.7(d), "Reportable Transaction" shall mean any transaction listed in Treasury Regulation Section 1.6011-4(b) (2).

Section 3.8 Compliance with Laws; Governmental Authorizations.

(a) Except as set forth in Schedule 3.8(a):

(i) Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, each Company Party is, and at all times since December 24, 2020 (such date, the "Lookback Date") has been, in compliance, in all material respects, with each Law that is or was applicable to the conduct or operation of the Business or the ownership or use of any of its assets relating to the Business, R.E.M. Agreements or Transferred Assets;

(ii) Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, to the Company's Knowledge, since the Lookback Date, no event has occurred or circumstance exists that (with or without notice or lapse of time) (A) may constitute or result in a violation by any Company Party of, or a failure on the part of any Company Party to comply with, any Law with respect to the Business or (B) may give rise to any obligation on the part of any Company Party to undertake, or to bear all or any portion of the cost of, any remedial action of any nature

relating to the Business, except where any such violation or obligation would not reasonably be expected to be material to the Business or the Transferred Assets; and

(iii) Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, no Company Party has received, at any time since the Lookback Date, any notice or other written communication or, to the Company's Knowledge, oral communication, from any Governmental Body with respect to the Business regarding (A) any actual, alleged, possible or potential violation of, or failure to comply with, any Law or (B) any actual, alleged, possible or potential obligation on the part of any Company Party to undertake, or to bear all or any portion of the cost of, any remedial action of any nature.

(b) Schedule 3.8(b) contains a complete and accurate list as of the date hereof of each material Governmental Authorization that relates to the Business or the Transferred Assets. To the Company's Knowledge, each Governmental Authorization listed or required to be listed in Schedule 3.8(b) is valid and in full force and effect (subject to any restrictions or limitations imposed pursuant to the Bankruptcy Cases or if any Company Party commences any other insolvency proceeding), except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. Except as set forth in Schedule 3.8(b), to the Company's Knowledge and, in each case, subject to any restrictions or limitations imposed pursuant to the Bankruptcy Cases or if any Company Party commences any other insolvency proceeding:

(i) the Company Parties are, and at all times since the Lookback Date have been, in compliance, in all material respects, with all of the terms and requirements of each Governmental Authorization identified or required to be identified in Schedule 3.8(b), except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect;

(ii) since the Lookback Date, no event has occurred or circumstance exists that is reasonably likely (with or without notice or lapse of time) to (A) constitute or result directly or indirectly in a violation of or a failure to comply with any term or requirement of any Governmental Authorization listed or required to be listed in Schedule 3.8(b) or (B) result in the revocation, withdrawal, suspension, cancellation or termination of, or any modification to, any Governmental Authorization listed or required to be listed in Schedule 3.8(b), in each case, except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect;

(iii) except as set forth in Schedule 3.8(b), no Company Party has received, at any time since the Lookback Date, with respect to the Business, any notice or written communication or, to the Knowledge of the Company, oral communication from any Governmental Body or any other Person regarding (A) any actual, alleged, possible or potential violation of or failure to comply with any term or requirement of any Governmental Authorization or (B) any actual, proposed, possible or potential revocation, withdrawal, suspension, cancellation, termination of or modification to any Governmental Authorization, in each case, except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect; and

(iv) all applications required to have been filed for the renewal of the Governmental Authorizations listed or required to be listed in Schedule 3.8(b) have been duly filed on a timely basis with the appropriate Governmental Bodies, and all other filings required to have been made with respect to such Governmental Authorizations have been duly made on a timely basis with the appropriate Governmental Bodies, except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 3.9 Legal Proceedings; Orders.

(a) Except as set forth in Schedule 3.9(a), there is no pending, threatened in writing or, to the Company's Knowledge, threatened orally, Proceeding: (i) by or against any Company Party that relates to or may materially affect the Business, or any of the Transferred Assets, or (ii) that challenges, or that may have the effect of preventing, delaying, making illegal or otherwise interfering with, any of the Contemplated Transactions, in each case, that would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. To the Knowledge of the Company, and except as it relates to or arises out of the Bankruptcy Cases, which has resulted in the Company and certain of its Affiliates not operating the Business in the ordinary course, no event has occurred or circumstance exists that serve as a basis for the commencement of any such Proceeding that would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(b) Except as set forth in Schedule 3.9(b), there is no material Order to which the Business or any of the Transferred Assets is subject that would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(c) Except as set forth in Schedule 3.9(c): (i) each Company Party is, and at all times since the Lookback Date has been, in compliance with all of the terms and requirements of each Order to which the Business or any of the Transferred Assets is or has been subject; (ii) no event has occurred or circumstance exists that is reasonably likely to constitute or result in (with or without notice or lapse of time) a violation of or failure to comply, in a material respect, with any term or requirement of any such Order; and (iii) no Company Party has received, at any time since the Lookback Date, any notice or written communication or, to the Knowledge of the Company, oral communication from any Governmental Body or any other Person regarding any actual, alleged, possible or potential violation of, or failure to comply with, any term or requirement of any such Order, in each case, that would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 3.10 [Reserved.]

Section 3.11 Contracts; No Defaults. Schedule 3.11(a) contains an accurate and complete list, and the Company has delivered to Buyer accurate and complete copies (or descriptions in the case of oral agreements, arrangements or similar understandings), of the following agreements, arrangements or similar understandings, whether written or oral, in each case, that primarily relate to the Business, the R.E.M. Agreements or the Transferred Assets, and to which any Company Party is a party:

(i) each Contract that involves performance of services or delivery of goods or materials by the Company Parties, involving aggregate consideration in excess of $500,000;

(ii) each Contract that involves performance of services or delivery of goods or materials to the Company Parties, involving aggregate consideration in excess of $500,000;

(iii) each material Contract affecting the ownership of, leasing of, title to, use of or any leasehold or other interest in any real property;

(iv) each IP License (as defined in Section 3.15(a));

(v) each Contract entered into with any employee, consultant, director, manager or independent contractor of the Company Parties with regard to services rendered for the Business exclusively (including any severance agreements) that provides, with respect to an employee, for annual base salary in excess of $250,000 or, with respect to a consultant, director or manager or independent contractor, aggregate annual base compensation in excess of $250,000; and

(vi) each amendment, supplement and modification (whether oral or written) in respect of any of the foregoing.

(b) Except as set forth in Schedule 3.11(b):

(i) each Contract identified or required to be identified in Schedule 3.11(a) (the "Material Contracts") is in full force and effect and is valid, binding and enforceable in accordance with its terms, except as and to the extent that such validity and enforceability may be limited by (i) the Enforceability Exceptions, (ii) the obligation to pay Cure Costs under Section 365 of the Bankruptcy Code and (iii) such events that would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect;

(ii) the Company Parties are and at all times since the Lookback Date have been, in material compliance with all applicable terms and requirements of each Material Contract, except for any breach or default that results from the insolvency of a Company Party or the commencement of the Bankruptcy Cases and any breach or default to be cured through the payment of the Cure Costs or except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect;

(iii) to the Company's Knowledge and subject to the Enforceability Exceptions, each other Person that has or had any Liability or other obligation under each Material Contract is in material compliance with all applicable terms and requirements of such Material Contract, except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect; and

(iv) no event has occurred or circumstance exists with respect to the Company, or, to the Company's Knowledge, with respect to any other Company Party or any other Person, that (with or without notice or lapse of time) may contravene, conflict with or result in a Breach of, or give the Company, any other Company Party or any other Person the right to declare a Breach or default or exercise any remedy under, or to accelerate the maturity or performance of, or payment under, or to cancel, terminate or modify, any Material Contract, except for any breach or default that results from the insolvency of a Company Party or the commencement of the Bankruptcy Cases and any breach or default to be cured through the payment of the Cure Costs or except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 3.12 Service Providers.

(a) Schedule 3.12(a) contains a complete and accurate list as of the date hereof of the following information for each Active Service Provider, including each Active Service Provider on leave of absence or layoff status: name; job title; date of hiring or engagement; current compensation paid or payable; and sick and vacation leave that is accrued but unused. Except as set forth on Schedule 3.12(a) or as otherwise required by Law, the services provided by each such Active Service Provider are terminable at the will of the Company Parties. As of the date hereof, no Active Service Provider has informed any Company Parties in writing of either (x) any plan to terminate employment with or services for the Company Parties (y) their intent to not accept employment with or provide services for Buyer, or (z) their intent to terminate employment with or providing services for Buyer, and, to the Company's Knowledge, no such Person or Persons has any plans to either (i) terminate employment with or services for the Company Parties (ii) not accept employment with or provide services for Buyer, or (iii) to terminate employment with or providing services for Buyer. The Company Parties have made all material filings in connection with services provided by, and compensation paid to, each Active Service Provider.

(b) To the Company's Knowledge, no Active Service Provider is bound by any Contract that purports to limit, in any material respect, the ability of such Transferred Service Provider to engage in or continue or perform any conduct, activity, duties or practice relating to the Business.

Section 3.13 Labor Disputes.

(a) Except as disclosed in Schedule 3.13(a), in each case, with respect to the Transferred Service Providers, (i) the Company Parties have not been, and are not now, party to any collective bargaining agreement or other labor contract; (ii) since the Lookback Date, there has not been, as of the date hereof there is not presently pending or existing, and to the Company's Knowledge, there is not threatened, any strike, slowdown, picketing, work stoppage or employee grievance process involving any Company Party; (iii) there is not pending or, to the Company's Knowledge, threatened against or affecting any Company Party, any material Proceeding relating to the alleged violation of any Law pertaining to labor relations or employment matters, including any charge or complaint filed with the National Labor Relations Board, Equal Employment Opportunity Commission or any comparable Governmental Body, and there is no organizational activity or other labor dispute against or affecting any Company Party except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect; (iv)

to the Company's Knowledge, as of the date hereof, no application or petition for an election of or for certification of a collective bargaining agent is pending and no notice has been received by any Company Party relating to such; (v) to the Company's Knowledge, no grievance or arbitration Proceeding exists that would be reasonably likely to have a Material Adverse Effect upon the Company Parties, the Buyer or the conduct of the Business following Closing; (vi) there is no lockout of any Active Service Providers by the Company Parties, and no such action is contemplated by the Company Parties; and (vii) there has been no material charge of discrimination filed against or, to the Company's Knowledge, threatened against any Company Parties with the Equal Employment Opportunity Commission or similar Governmental Body except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(b) With respect to Transferred Service Providers, the Company Parties are in material compliance with all applicable Laws respecting labor, employment, classification of employee, immigration, fair employment practices, terms and conditions of employment, workers' compensation, occupational safety, plant closings and wages and hours, except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 3.14 Domain Names; Web Sites.

(a) With respect to any third party Software used by the Company in the operation of the Business, to the Company's Knowledge, the Company has, in accordance with each applicable third party's Software licensing requirements, obtained the appropriate number of licenses to use such Software in the operation of the Business as currently conducted, except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(b) Schedule 3.14(b) sets forth all Internet domain names that, to the Company's Knowledge, contain any variation of R.E.M. or R.E.M. Beauty or are exclusively used in or exclusively related to the Business and registered or owned by the Company as of the date hereof ("Domain Names"). All registrations of Domain Names are in good standing until such dates as set forth on Schedule 3.14(b). To the Knowledge of the Company, no action has been taken or is pending to challenge rights to, suspend, cancel or disable any material Domain Name, registration therefore or the right of the Company to use a Domain Name except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. To the Knowledge of the Company, except with respect to any interests of Thunder Road, Inc. or IPCo, the Company has all right, title and interest in and to, and rights to use on the Internet, in each case subject to entry of the Sale Order, the Domain Names.

(c) Except as set forth on Schedule 3.14(c), the Company has maintained in connection with the operations, activity and conduct of the Business on the World Wide Web ("Web") and any and all other applicable Internet operations, activity, conduct, and business, at all times during such operations, activity, conduct, and business, a written privacy statement or policy governing the collection, maintenance, and use of data and information collected from users of Web sites owned, operated, or maintained by, on behalf of, or for the benefit of the Company in connection with or related to the Business (the "Company Web Sites"). The Company's privacy statement or policy (the "Company Privacy Policy") has been conspicuously made available to

users of the Company Web Sites. To the Knowledge of the Company, the Company Privacy Policy, along with the Company's collection, maintenance, and use of user data and information and transfer thereof to Buyer under this Agreement, complies in all material respects with all applicable Laws, including regulations issued by the U.S. Federal Trade Commission.

(d) To the Company's Knowledge, the Company has not used Open Source Software to develop, distribute or provide any Licensed Products except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 3.15 Intangibles.

(a) Schedule 3.15(a) sets forth as of the date hereof, with respect to all Intangibles, (i) all registrations and applications for registration related thereto (including all reissues, divisions, renewals, extensions, provisionals, continuations and continuations-in- part thereof) of Transferred Intangibles that have been submitted to any Governmental Body and (ii) each material license, sublicense, consent-to-use agreement and other Contracts concerning the Intangibles used or held in the Business to which any Company Party is a party or by which any Company Party is bound and that are exclusively related to the Business (collectively, the "IP Licenses"). The Company Parties own and have good and marketable title to (subject to entry of the Sale Order), or (with respect to the Intangibles not owned or purported to be owned by the Company Parties) has the full right to, use and hold (in the manner so used and held), all of the Intangibles included in the Transferred Assets, free and clear of any Encumbrance (other than a Permitted Encumbrance), except for any limitations resulting from the insolvency of a Company Party or the commencement of the Bankruptcy Cases or from any breach or default to be cured through the payment of the Cure Costs or except as would not reasonably be expected to have individually or in the aggregate, a Material Adverse Effect. To the Knowledge of the Company, (A) no Company Party infringes upon, violates, misappropriates, or unlawfully or wrongfully owns, holds, or uses any Intangibles in connection with the Business, except to the extent arising from breaches or defaults resulting from the insolvency of a Company Party or the commencement of the Bankruptcy Cases and any breach or default to be cured through the payment of the Cure Costs, and (B) none of the Intangibles used in the Business are being infringed, misappropriated or violated, or impaired by any third party in a manner that is material to the Business. Except as disclosed on Schedule 3.15(a), in the past two (2) years no Company Party has received any written notice of any claim of infringement or any other claim or Proceeding, with respect to any Transferred Intangibles. Except as disclosed on Schedule 3.15(a) or arising from the insolvency of a Company Party or the commencement of the Bankruptcy Cases, (x) no Order has been rendered or, to the Knowledge of the Company, is threatened by any Governmental Body which would limit, cancel or question the validity of (or any Company Party's right to own or use) any of the registered Transferred Intangibles; (y) no Proceeding is pending or, to the Knowledge of the Company, threatened that seeks to limit, cancel or question the validity of (or any Company Party's right to own, hold, or use) any of the registered Transferred Intangibles; and (z) the Company Parties have taken all commercially reasonable steps to protect, maintain and safeguard the Transferred Intangibles, and has made all commercially reasonable filings and executed all agreements necessary in connection therewith.

(b) Since the Lookback Date, to the Knowledge of the Company, pursuant to valid agreements in writing or by operation of Law, each current and former employee of the

Company Parties and each current and former independent contractor of the Company Parties, in each case who has contributed to the development of any material Transferred Intangible, has assigned to the Company all right, title and interest in such Transferred Intangible, whether or not patentable, that was invented, created, developed, conceived and/or reduced to practice during the term of such employee's employment or such independent contractor's work for the Company Parties, and all intellectual property rights therein.

Section 3.16 Relationships with Related Persons. Except as disclosed in Schedule 3.16, to the Company's Knowledge, no Related Person of the Company has as of the date hereof, or since the Lookback Date has had, any interest in any property (whether real, personal or mixed and whether tangible or intangible) used in or pertaining to the Business (other than arising under or in connection with employment and equity related Contracts, benefit plans or other Contracts incident to such Person's employment with the Company or any of its Subsidiaries or its direct or indirect ownership of equity of the Company or its Subsidiaries).

Section 3.17 Brokers or Finders. Except as set forth on Schedule 3.17, none of the Company or any of its Representatives have incurred any Liability or other obligation or liability, contingent or otherwise, for brokerage or finders' fees or agents' commissions or other similar payments in connection with the sale of the Business or the Transferred Assets or the Contemplated Transactions.

Section 3.18 Customers and Suppliers. Schedule 3.18 contains an accurate and complete list of (i) the three (3) largest customers of the Business by the aggregate dollar value of sales during the nine (9) month period ended September 30, 2022 (each, a "Top Customer") and (ii) the five (5) largest suppliers to the Business by the aggregate dollar value of purchases by the Company Parties during the nine (9) month period ended September 30, 2022 (each, a "Top Supplier").

Section 3.19 Purchase Commitments. Schedule 3.19 contains an accurate and complete list of all open Supplier Purchase Orders and all Retail Customer Purchase Orders as of January 4, 2023. On the Closing Date, a revised Schedule 3.19 shall be provided by the Company Parties to the Buyer, which revised Schedule 3.19 shall be true and correct in all material respects as of one (1) Business Day prior to the Closing Date.

Section 3.20 Inventory.

(a) Schedule 3.20(a) sets forth the Inventory as set forth in the Company Parties' perpetual inventory system as of January 16, 2023 (collectively, the "Inventory Report"). To the Company's Knowledge, except as set forth on Schedule 3.20(a), the Inventory Report is true, complete and correct in all material respects as of January 16, 2023, except where such misstatement would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. On the Closing Date, the Company Parties (i) shall provide to the Buyer a physical count of Inventories at the warehouse space subject to the Norris 2 Lease as of no earlier than five (5) Business Days prior to the Closing Date ("Onsite Inventory Report"); (ii) will use commercially reasonable efforts to obtain sample counts of Inventory held at third party locations prior to the Closing Date ("Offsite Inventory Report") and (iii) shall provide to Buyer a report of Inventory as set forth in the Company Parties' perpetual inventory system as of no earlier than two

(2) Business Days prior to the Closing Date, including Inventory in transit as of such date and noting the physical location of such Inventory as of such date (such report, together with the Onsite Inventory Report and the Offsite Inventory Report, the "Closing Inventory Report"). To the Company's Knowledge, as of the Closing Date, the Closing Inventory Report is true, complete and correct in all material respects as of the dates specified in such Closing Inventory Report. Except as set forth on Section 3.20(a), to the Company's Knowledge: (A) a material portion of the Inventory included in the Transferred Assets is not obsolete and (B) Inventory included in the Transferred Assets (x) is not damaged or defective and (y) is of comparable quality with past practice, except in the case of each of (A) and (B), as would not reasonably be expected to have a Material Adverse Effect.

(b) Schedule 3.20(b) sets forth a list of all of the Company Parties' Top Customers who have returned finished goods or products relating to Inventories as of December 31, 2022, as well as Top Customers who have provided notice in writing to the Company Parties prior to December 31, 2022 that they anticipate returning finished goods or products relating to Inventories.

(c) Except as disclosed in Schedule 3.20(c), all of the returns of finished Licensed Products received by the Company Parties on or before the date hereof have been returned in the Ordinary Course of Business and are from sales made to customers for which the Company accepts returns of finished Licensed Products in the Ordinary Course of Business.

Section 3.21 Customer Commitments. To the Company's Knowledge, Schedule 3.21 contains a true, complete and correct listing of the agreements or commitments as of the date hereof with respect to retailers with respect to all material promotional activities or other material sales activities relating exclusively to the Inventories to occur after the date hereof.

Section 3.22 Questionable Payments. Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, since the Lookback Date, to the Knowledge of the Company, neither the Company any of its agents or employees (when acting in such capacity or otherwise on behalf of the Company) (a) has used or is using any corporate funds for any illegal contributions, gifts, entertainment or other unlawful expenses relating to political activity; (b) has used or is using any corporate funds for any direct or indirect unlawful payments to any foreign or domestic government officials or employees; (c) has violated or is violating any provision of the Foreign Corrupt Practices Act of 1977, except where such violation was not, is not and will not be material to the Company; (d) has established or maintained, or is maintaining, any unlawful or unrecorded fund of corporate monies or other properties; (e) has made any false or fictitious entries on the Books and Records exclusively used in or exclusively related to the Business, the R.E.M. Agreements or the Transferred Assets; or (f) has made any bribe, rebate, payoff, influence payment, kickback or other unlawful payment of any nature using corporate funds or otherwise on behalf of the Company.

Section 3.23 No Implied or Other Representations or Warranties. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, IT IS THE INTENT OF EACH PARTY HERETO THAT COMPANY PARTIES AND THEIR RESPECTIVE AFFILIATES ARE NOT MAKING ANY REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, BEYOND THOSE EXPRESSLY GIVEN IN THIS AGREEMENT, INCLUDING

ANY IMPLIED WARRANTY OR REPRESENTATION AS TO CONDITION, MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE AS TO ANY OF THE TRANSFERRED ASSETS. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, BUYER IS ACQUIRING THE TRANSFERRED ASSETS ON AND "AS-IS, WHERE-IS" BASIS, AND BUYER ACKNOWLEDGES THAT IT IS RELYING SOLELY ON BUYER'S INVESTIGATION OF THE TRANSFERRED ASSETS.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF BUYER

Knowing that the Company is relying thereon, the Buyer represents and warrants to the Company that the statements contained in this ARTICLE IV are correct and complete as of the Closing Date, subject to the exceptions set forth in the Disclosure Schedules delivered by the Buyer in connection with the execution and delivery of this Agreement and attached hereto.

Section 4.1 Organization and Good Standing. Buyer is a limited liability company duly organized, validly existing and in good standing under the Laws of the State of Delaware, with full power and authority to conduct its business as it is now conducted, except where the failure to have such power or authority would not reasonably be expected to be, individually or in the aggregate, material to the Buyer. Buyer has all requisite power and authority to own, lease and operate its assets and properties and conduct its business as now being conducted. Buyer is in good standing under the laws of each jurisdiction where the character of its assets or properties or the conduct of its business requires such qualification, except where the failure to be in good standing would not reasonably be expected to prevent, materially delay or impair Buyer's ability to consummate the Contemplated Transactions.

Section 4.2 Enforceability; Authority; No Conflict.

(a) Each of this Agreement, each Transaction Document to which Buyer is a party and each other agreement to be executed or delivered by Buyer at Closing (collectively, the "Buyer's Closing Documents") constitutes the legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its respective terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity). Buyer has the absolute and unrestricted right, power and authority to execute and deliver this Agreement and the other Buyer's Closing Documents and to perform its obligations under this Agreement and the other Buyer's Closing Documents, and such action has been duly authorized by all necessary action by Buyer's managers, members, secured creditors and/or other interest holders.

(b) Neither the execution and delivery of this Agreement nor the consummation or performance of any of the Contemplated Transactions will, directly or indirectly (with or without notice or lapse of time): (i) Breach (A) any provision of any of the Governing Documents of Buyer or (B) any resolution adopted by the manager or members of Buyer; (ii) Breach or give any Governmental Body or other Person the right to challenge any of the Contemplated Transactions or to exercise any remedy or obtain any relief under any Law or any Order to which the Buyer may be subject; or (iii) contravene, conflict with or result in a violation or Breach of any

of the terms or requirements of, or give any Governmental Body the right to revoke, withdraw, suspend, cancel, terminate or modify, any Governmental Authorization that is held by the Buyer; except in clauses (ii) and (iii), where the violation, breach, conflict, default, acceleration or failure to give notice would not reasonably be expected to be material to the Business.

(c) Buyer is not required to give any notice to or obtain any Consent from any Person in connection with its execution and delivery of this Agreement or the consummation or performance of its obligations in connection with any of the Contemplated Transactions, except for (i) an Order from the Bankruptcy Court approving this Agreement and the Contemplated Transactions, (ii) approvals under applicable Laws, if any, and (iii) such other consents, waivers, approvals, Orders, permits, authorizations, declarations, filings and notifications which the failure to have obtained or made would not reasonably be expected to prevent or materially delay the ability of Buyer to consummate the Contemplated Transactions.

Section 4.3 Certain Proceedings. There is no pending Proceeding that has been commenced against Buyer and that challenges, or may have the effect of preventing, delaying, making illegal or otherwise interfering with, any of the Contemplated Transactions. To Buyer's knowledge, no such Proceeding has been threatened and no event has occurred or circumstance exists that serve as a basis for the commencement of any such Proceeding.

Section 4.4 Financial Ability; Solvency. Buyer has as of the date hereof and will have at and as of the Closing sufficient cash on hand or other sources of immediately available funds to enable it to make payment of the Total Consideration and meet its obligations when due so as to consummate the Contemplated Transactions, including satisfaction of all of the Assumed Liabilities and payment of the Cure Costs. Buyer is, and after giving effect to the Contemplated Transactions will continue to be, Solvent. As of the date hereof, Buyer has no reason to believe that the representations contained in this Section 4.4 will not be true at and as of the Closing Date.

Section 4.5 Adequate Assurances Regarding the Transferred Contracts. Buyer will be capable of satisfying the conditions contained in Sections 365(b) of the Bankruptcy Code with respect to the Transferred Contracts.

Section 4.6 Certain Arrangements. Except for this Agreement, the Transaction Documents and the R.E.M. Agreements, there are no contracts, undertakings, commitments, agreements, obligations or understandings, whether written or oral, between Buyer or any of its Affiliates, on the one hand, and any member of the Company Parties' management or Company Parties' boards of directors, on the other hand, relating in any way to the Company Parties (including with respect to the management or control of the Company Parties), the transactions contemplated hereby or to the operations of the Business after the Closing. Buyer does not hold, directly or indirectly, any beneficial or other ownership interest in any of the Company Parties or their Subsidiaries or any of their respective securities.

Section 4.7 Brokers or Finders. Except as set forth in Schedule 4.7, neither Buyer nor any of its Representatives have incurred any obligation or liability, contingent or otherwise, for brokerage or finders' fees or agents' commissions or other similar payment in connection with the sale of the Business or the Transferred Assets or the Contemplated Transactions.

Section 4.8 Buyer's Investigation.

(a) Buyer represents that it is a sophisticated entity that was advised by knowledgeable counsel and financial advisors and hereby acknowledges that it has conducted an investigation of the Transferred Assets. Subject to the express terms and provisions of this Agreement (including the schedules hereto), Buyer acknowledges that it is accepting the Transferred Assets in their present condition and with their present operating capabilities. Buyer acknowledges that the Company Parties make no warranty, express or implied or written or oral, as to the condition of the Transferred Assets or as to the accuracy or completeness of any information regarding any Company Party, the Business, any Transferred Asset, any Excluded Asset, any Assumed Liability, any Retained Liability or the Contemplated Transactions, except as expressly set forth in this Agreement (including the schedules hereto).

(b) Buyer acknowledges and agrees that none of the Company Parties, any of their respective Subsidiaries or any other Person has made or makes any representation or warranty to Buyer, its Subsidiaries or controlled Affiliates or its or their respective Representatives with respect to any plans, expectations, projections, forecasts, estimates or budgets made available to Buyer, its Subsidiaries or controlled Affiliates or its or their respective Representatives of future revenue, expenses or expenditures, results of operations, profitability or success of the Business (including any such information in any electronic or virtual data room, any management presentation or any other form in expectation of the Contemplated Transactions, or in respect of any other matter whatsoever).

Section 4.9 No Implied or Other Representations or Warranties. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, IT IS THE INTENT OF EACH PARTY HERETO THAT BUYER IS NOT MAKING ANY REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, BEYOND THOSE EXPRESSLY GIVEN IN THIS AGREEMENT.

ARTICLE V
COVENANTS

Section 5.1 Conduct of Business.

(a) Except as expressly required, permitted or contemplated by this Agreement, or as required by the Bankruptcy Code, required by other applicable Law or fiduciary duty of boards of managers (or similar governing bodies) of the Company Parties, or with Buyer's prior written consent (email to suffice) (which shall not be unreasonably conditioned, withheld or delayed), during the period from the date of this Agreement to and through the earlier of (x) termination of this Agreement in accordance with ARTICLE VII or (y) the Closing Date, Company Parties:

(i) shall use commercially reasonable efforts to conduct the Business only in the Ordinary Course of Business; provided that the Company Parties (x) shall submit each new Supplier Purchase Order to Buyer for approval (which shall not be unreasonably conditioned, withheld or delayed, and such approval shall be granted or denied by Buyer within two (2) Business Days from receipt of submission of each new

Supplier Purchase Order and, if Buyer does not respond within such two (2) Business Day period, the Company Parties may proceed with such Supplier Purchase Order in their sole discretion and at their sole cost) prior to its transmission (provided, that any events, facts or circumstances resulting from denial of approval by Buyer of any such Supplier Purchase Order or delay in Buyer responding to a request to approve such Supplier Purchase Order shall not be deemed a violation of the Company Parties' obligation to conduct the Business in the Ordinary Course of Business) and shall promptly notify Buyer of the receipt of any Retail Customer Purchase Order;

(ii) except as otherwise directed by Buyer in writing, and without making any commitment on Buyer's behalf, shall use commercially reasonable efforts to preserve intact the current business operations, organization and goodwill of the Transferred Assets; and

(iii) shall use commercially reasonable efforts to maintain the Transferred Assets in a state of repair and condition that complies with Law and is in the Ordinary Course of Business.

For the avoidance of doubt, the Company Parties shall not be required pursuant to this Section 5.1 or otherwise under this Agreement to conduct any business during the period from the date hereof until the earlier of the Closing or the valid termination of this Agreement pursuant to ARTICLE VII other than with respect to the ongoing sale of existing Inventory consistent with Section 5.13, except as agreed with respect to New Business Activities and the Transition Services in accordance with Section 5.1(b) and Section 5.1(c), respectively.

(b) Notwithstanding anything to the contrary contained herein, upon the written request of Buyer, from the date of this Agreement until the earlier of the Closing or the valid termination of this Agreement pursuant to ARTICLE VII, the Company Parties shall use commercially reasonable efforts in order to implement any other activities related to the Business as Buyer may reasonably request, including new products (including orders with respect to any additional Inventory), product development and/or product launches relating to the Business ("New Business Activities"). Exhibit F outlines anticipated New Business Activities from the date of this Agreement until the Closing. Except for costs or expenses specifically identified as the responsibility of the Company Parties on Exhibit F, Buyer shall bear the full cost and expense of any New Business Activities, such costs and expenses will not be included as a deduct to purchase price, and such costs and expenses shall be funded in advance to the Company Parties or directly funded to the applicable third party. Any New Business Activities other than those set forth on Exhibit F shall be as proposed by Buyer and approved by the Company Parties (such approval not to be unreasonably withheld, conditioned or delayed) and at Buyer's sole cost and expense, which costs and expenses shall be funded in advance to the Company Parties or directly funded to the applicable third party.

(c) Without limiting the foregoing, from the date of this Agreement until the earlier of the Closing or the valid termination of this Agreement pursuant to ARTICLE VII, the Company Parties shall use commercially reasonable efforts to provide, or cause one or more of its Affiliates to provide, to and for the benefit of the Business, the services listed and described on Exhibit G (each, a "Transition Service" and, collectively, the "Transition Services"). The Buyer

may, in its sole discretion and upon written notice to the Company Parties (email to suffice) choose from time-to-time to discontinue any individual Transition Service, and upon such notice of discontinuance such Transition Service shall no longer be part of the Transition Services. Buyer shall advance an amount equal to the Fully Loaded Hourly Cost + 20% for the Transition Services weekly in advance to the Company Parties based on time projected to be spent on the applicable Transition Services in the subsequent seven (7) day period (the "Transition Services Estimate"). Each Transition Services Estimate shall be prepared by the Company Parties in consultation with the Buyer and shall be effective only when consented to in writing (email to suffice) by the Buyer in its sole discretion. The Company Parties shall not commence work on any individual Transition Service prior to receipt of Buyer's consent to such Transition Services Estimate. If, during the course of any 7-day period, it becomes clear that the hours to be actually spent in connection with providing any individual Transition Service in such 7-day period will exceed the Transition Services Estimate for such Transition Service for such 7-day period, the Company Parties shall promptly notify the Buyer in writing (email to suffice) of such potential overrun and either (x) provide a revised Transition Services Estimate for such Transition Service for such 7-day period (a "Revised Services Estimate") or (y) advise Buyer that the Company Parties are not able to accommodate the increased hours in the applicable 7-day period, in which case, the Company Parties shall discontinue the applicable Transition Service until the end of such 7-day period (and provided, that, for the avoidance of doubt, the Company Parties shall not be obligated to spend hours in excess of those set forth on Exhibit G without their prior written consent (email to suffice)). Upon receipt of a Revised Services Estimate, Buyer may, in its sole discretion, either (i) direct the Company Parties, subject to Buyer's advancement of an amount equal to the difference in cost between the initial Transition Services Estimate and the Revised Services Estimate (or between the Revised Services Estimates, as applicable), to continue to provide the applicable Transition Service through the end of the applicable 7-day period, or (ii) direct the Company Parties to discontinue the applicable Transition Service until the end of such 7-day period. For the avoidance of doubt, upon reaching the hours to be spent on an individual Transition Service as agreed in the Transition Services Estimate or Revised Services Estimate, the Company Parties will stop work on the applicable Transition Service until the Company Parties receive direction from Buyer as to whether the Company Parties shall continue to provide the applicable Transition Service (subject to Buyer's advancement of an amount equal to the difference in cost between the initial Transition Services Estimate and the Revised Services Estimate (or between the Revised Services Estimates, as applicable)) or discontinue the applicable Transition Service. At the end of each 7-day period, to the extent that the Fully Loaded Hourly Cost + 20% for the Transition Services actually provided (based on hours worked) is less than the amounts advanced by Buyer for such 7-day period (such difference, the "Buyer Overadvance"), such Buyer Overadvance shall be credited to the Buyer's advance of funds for the next 7-day period. If, at the Closing, there is any outstanding Buyer Overadvance, then such Buyer Overadvance shall be treated in the manner contemplated by Section 2.4(b)(iv). Except as otherwise agreed in writing by the Parties (including in Exhibit G), the Company Parties shall use commercially reasonable efforts to provide, or cause to be provided, the Transition Services generally consistent in terms of quality, timeliness, care, priority, volume, amount, scope and detail as such services have been provided by Company Parties to the Business in the Ordinary Course of Business. The Company Parties shall not be responsible for any inability to provide a Transition Service or any delay in doing so to the extent that such inability or delay is the result of (A) the failure of Buyer to provide, or any delay in providing, the information necessary for the Company Parties to provide such Transition

Service, (B) the applicable personnel who provide or support provision of such Transition Service being hired by the Buyer or, subject to Section 5.1(d), no longer being employed by the Company Parties, (C) the failure of Buyer to provide, or any delay in providing, approval of any Transition Services Estimate or Revised Services Estimate or (D) the applicable Transition Service requiring hours in excess of those set forth on Exhibit G. In connection with the performance of this Agreement, the Company Parties shall be entitled to rely upon the genuineness, validity or truthfulness of any document, instrument or other writing presented by the Buyer or any of its Affiliates, employees, agents or service providers. Except as otherwise provided herein, management of, and control over, the provision of the Transition Services (including the determination or designation at any time of the equipment, employees and other resources of the Company Parties (or its Affiliates) to be used in connection with the provision of the Transition Services) shall reside solely with the Company Parties. Notwithstanding anything to the contrary contained herein, in providing the Transition Services, neither a Company Party nor any of its Affiliates shall be obligated to: (1) hire any additional employees; (2) subject to Section 5.1(d), maintain the employment of any specific employee; (3) purchase, lease or license any additional equipment, hardware, personal computers, mobile phones, intellectual property rights or software (other than such equipment, hardware, personal computers, mobile phones or software that is necessary to replace damaged or broken equipment, hardware, personal computers, mobile phones or software necessary to perform the Transition Services, in which case Buyer shall bear the cost of a reasonable replacement of any such equipment, hardware, personal computers, mobile phones or software that have broken and would be replaced in the Ordinary Course of Business); or (4) pay any costs related to the transfer or conversion of Buyer's data to Buyer or any alternate supplier of Transition Services. In providing the Transition Services, at no time shall any data network of either Party be connected to any data network of the other Party (or any of its Affiliates) without the prior written consent of both Parties. The Transition Services will be used by Buyer solely in connection with facilitating an orderly transition of the Business at the Closing. Neither Buyer, nor any of its Affiliates, may resell, license the use of or otherwise permit the use by other third-parties of any Transition Services, except with the prior written permission of the Company Parties. Notwithstanding anything to the contrary contained herein, the Company Parties will not be required to perform or cause to be performed any of the Transition Services for the benefit of any Person other than Buyer and its Affiliates.

(d) For so long as the Company Parties are providing the Transition Services set forth on Exhibit G, the Company Parties agree not to terminate (other than for cause) the employment of any person listed on Exhibit G as providing services to the Buyer without the express written consent of the Buyer; provided that, if terminating the employment of a person listed on Exhibit G for cause, the Company Parties shall use commercially reasonable efforts to ensure that the orderly provision of the Transition Services shall not be interrupted due to such termination. Buyer acknowledges and agrees that employees and contractors of the Company Parties and their Affiliates, including persons listed on Exhibit G, may elect to terminate their employment with the Company Parties and their Affiliates at any time and that the Company Parties are under no obligation to take any actions to retain those employees or contractors, including by increasing compensation or offering any retention bonus or similar compensation; provided that, if any of the persons listed on Exhibit G choose to voluntarily terminate their employment with the Company Parties or their Affiliates, as applicable, the Company Parties shall use commercially reasonable efforts to ensure that the orderly provision of the Transition Services

shall not be interrupted due to such termination. Notwithstanding the foregoing, Buyer acknowledges and agrees that the Company Parties are not required to hire any new employees or contractors to replace a person listed on Exhibit G who is either terminated for cause or who chooses to voluntarily terminate their employment or engagement with the Company Parties or their Affiliates.

(e) Buyer (on behalf of itself and its Affiliates) hereby grants to the Company Parties and their Affiliates a limited, non-exclusive, non-sublicensable (except to third-parties solely to the extent required for the provision of any Transition Service), non-transferable, worldwide, royalty-free license, during the term of the applicable Transition Service, to use any intellectual property rights (including any software or technology) owned or licensed by Buyer or its Affiliates, solely to the extent necessary for the Company Parties and their Affiliates to provide such Transition Service.

(f) The Company Parties, on the one hand, and the Buyer, on the other hand, agree that any intellectual property rights or data of one Party or its Affiliates or licensors made available to the other Party or its Affiliates in connection with the Transition Services, and any derivative works, additions, modifications, translations or enhancements thereof created by a Party or its Affiliates in connection with providing or receiving the Transition Services, are and shall remain the sole property of the original owner of such intellectual property rights or data; provided that as of the Closing, the Company Parties shall transfer and assign all intellectual property rights and data generated with respect to the Transition Services to the extent included in the Transferred Assets and upon the Closing the Company Parties will have no further rights in or to any of the Transferred Assets except as provided in this Agreement or any of the Transaction Documents. To the extent a Party or its Affiliates acquire any right, title or interest in and to any other Party's intellectual property rights or data, including any derivative works, additions, modifications, translations or enhancements thereof created by a Party or its Affiliates in connection with providing or receiving the Transition Services, such Party hereby assigns, transfers and conveys to the other Party all rights, title and interest in and to such intellectual property rights or data. Each of the Parties agrees to execute and to cause its Affiliates to execute all such further instruments and documents and to take all such further action as the other Party may reasonably require in order to effectuate the terms and purposes of this Section 5.1(f).

(g) Except as expressly required, permitted or contemplated by this Agreement, or as required by the Bankruptcy Code or any requirements or limitations resulting from the Bankruptcy Cases, required by other applicable Law (including by Order or directive of the Bankruptcy Court or fiduciary duty of boards of managers (or similar governing bodies) of the Company Parties), or with Buyer's prior written consent (email to suffice) (which shall not be unreasonably conditioned, withheld or delayed), and except as set forth on Schedule 5.1(g), during the period from the date of this Agreement to and through the earlier of (x) termination of this Agreement in accordance with ARTICLE VII or (y) the Closing Date, the Company Parties shall not, and shall not file with the Bankruptcy Court a request or motion, or support any other request or motion, to:

(i) make any promise or representation, oral or written, to, or otherwise (A) materially increase the annual level of compensation payable or to become payable by any Company Party to any Transferred Service Provider, (B) grant, or establish or

materially modify any targets, goals, pools or similar provisions in respect of, any bonus, benefit or other direct or indirect compensation to or for any Transferred Service Provider, (C) increase the coverage or benefits available under any (or create any new) Employee Plan for any Transferred Service Provider or (D) enter into any employment, deferred compensation, severance, consulting, non-competition or similar agreement (or amend any such agreement) to which any Company Party is a party or involving an Transferred Service Provider, except, for items (A)-(D) in each case, as required by any of the Employee Plans or in the Ordinary Course of Business;

(ii) make or rescind any material election relating to Taxes, except as contemplated pursuant to Section 10.6 of the FB Acquisition Agreement, settle or compromise any material claim, action, suit, litigation, proceeding, arbitration, investigation, audit or controversy relating to Taxes, or, except as may be required by the Code or GAAP, make any material change to any of its methods of accounting or methods of reporting income or deductions for Tax or accounting practice or policy from those employed in the preparation of its most recent audited financial statements or Tax Returns, as applicable, in each case, that would impact the Business or the Transferred Assets;

(iii) waive or release any material right of any Company Party that constitutes a Transferred Asset other than customer accounts receivable compromised in the Ordinary Course of Business of such Company Party; provided, that the foregoing shall not restrict or otherwise limit (x) any sales of Inventory and (y) any actions taken with respect to any Contract that is not a Transferred Contract or Key Contract (other than rejection in the case of a Key Contract);

(iv) engage in any transaction with any Related Person of any Company Party;

(v) except for Permitted Encumbrances or permitted post-petition Encumbrances and any Encumbrance secured and granted pursuant to the DIP Order or a cash collateral order, sell, pledge, dispose of, transfer, lease, license or encumber or permit to lapse or authorize the sale, pledge, disposition, transfer, lease, license, or encumbrance of, any Transferred Assets except in the Ordinary Course of Business and as would not constitute a Material Adverse Effect;

(vi) transfer, abandon, allow to expire or lapse or permit to fall into the public domain any Transferred Intangible except in the Ordinary Course of Business;

(vii) enter into or terminate any Material Contract or enter into or permit any material amendment, supplement, waiver or other material modification in respect thereof, except in the Ordinary Course of Business and as would not constitute a Material Adverse Effect; and

(viii) agree or commit to do any of the foregoing.

Section 5.2 Access.

(a) For purposes of furthering the Contemplated Transactions, the Company Parties shall afford Buyer and its Representatives reasonable access during normal business hours upon reasonable advance notice to the Company Parties (but not less than twenty-four (24) hours before the requested date of access), throughout the period from the date hereof until the earlier of the termination of this Agreement and the Closing Date, to Company personnel, properties, contracts, commitments, Books and Records and such other information solely to the extent related to the Business as Buyer may reasonably request; provided that the Company shall not be obligated to provide or give access to any minutes of meetings or resolutions of the Company board of directors (or similar governing body) or any committees thereof or any other business records or reports of or communication with any of its advisors relating to the evaluation or negotiation of this Agreement or the transactions contemplated hereby or any alternatives thereto. Notwithstanding anything to the contrary contained in this Section 5.2, any document, correspondence or information or other access provided pursuant to this Section 5.2 may be redacted or otherwise limited to prevent disclosure of information not primarily related to the Business or the purchase of the Transferred Assets that constitutes confidential or competitively sensitive information. All access pursuant to this Section 5.2 shall be conducted in such a manner as not to interfere unreasonably with the normal operations of the Company Parties. Notwithstanding anything to the contrary contained in this Section 5.2, the Company Parties shall not be required to disclose any information to Buyer if such disclosure would, in any Company Party's good faith opinion upon advice of counsel, (i) jeopardize any attorney-client or other privilege, (ii) cause significant competitive harm to such Company Party and its businesses, including the Business, if the Contemplated Transactions are not consummated or (iii) contravene any applicable Law, fiduciary duty or binding agreement entered into prior to the date of this Agreement. Buyer shall not have access to personnel records of or related to the Business relating to individual performance or evaluation records, medical histories or other information which in the Company Party's good faith opinion upon the advice of counsel the disclosure of which could subject the Company Parties to risk of liability. For the avoidance of doubt, the Company Parties may withhold any document (or portions thereof) or information (x) that is subject to the terms of a non-disclosure agreement or confidentiality undertaking with a third party, (y) that may constitute privileged attorney-client communications or attorney work product, the transfer of which, or the provision of access to which, as determined in good faith by the Company Parties upon advice of counsel, would reasonably be expected to constitute a waiver of such privilege or (z) if the provision of access to such document (or portion thereof) or information, as determined by the Company Parties in good faith upon advice of counsel, would reasonably be expected to conflict with applicable Laws. Buyer agrees that all information provided to it or its Representatives in connection with this Agreement and the Contemplated Transactions shall be treated as confidential information in accordance with the License Agreement and Section 5.6(a) below, which shall survive termination of this Agreement.

(b) All requests for access or information by or on behalf of Buyer shall be submitted to Ankura Consulting Group, LLC or such other person(s) as the Company Parties may designate in writing, and none of Buyer or any of its Affiliates or Representatives shall communicate with any customers, vendor, suppliers, contractors or employees of the Company Parties without prior written consent of the Company Parties. Buyer shall keep the Company Parties informed on a reasonably current basis of any contact with any customers, vendors, suppliers, contractors or employees of the Company Parties.

(c) Buyer hereby acknowledges that any access granted pursuant to this Section 5.2 and utilized by Buyer or any of its Representatives shall be at the sole risk, cost and expense of Buyer. Buyer shall comply, and shall use commercially reasonable efforts to ensure that each of its Representatives complies, with all safety and similar requirements imposed by the Company Parties on their properties. Buyer shall indemnify, defend and hold harmless each of the Company Parties and their respective Affiliates and their respective shareholders, partners, members, managers, officers and directors (the "Access Indemnitees") from and against any losses suffered, incurred or paid by them to the extent such losses are a result of or arise out of Buyer's or any of its Representatives' access granted pursuant to this Section 5.2. Notwithstanding anything to the contrary contained in this Agreement, the provisions of this Section 5.2(c) shall survive the Closing and any cancellation or termination of this Agreement.

(d) Notwithstanding anything to the contrary contained herein, no access or investigation by Buyer, its Affiliates or their respective Representatives shall affect or otherwise modify in any respect any of Buyer's rights or benefits under this Agreement, including the conditions to Buyer's obligation to consummate the Contemplated Transactions.

(e) At and following the Closing, the Company Parties may retain copies of the Books and Records or any other materials included in the Transferred Assets to the extent any Company Parties determines, in its sole discretion, that such Company Party (i) should retain them to comply with applicable Law or as may be necessary or advisable to retain in connection with the administration of the Bankruptcy Cases or (ii) may require such copies for Tax purposes.

(f) If and for so long as any Party (or any of its Affiliates) is actively prosecuting, contesting or defending any Proceeding brought against or by a third party in connection with (i) the Contemplated Transactions or (ii) any fact, situation, circumstance, status, condition, activity, practice, plan, occurrence, event, incident, action, failure to act, or transaction on or prior to the Closing Date involving any Company Party or the Business (as currently or formerly conducted), the Transferred Assets or the Assumed Liabilities, or for so long as the Bankruptcy Cases or any proceeding arising out of or related to the Bankruptcy Cases, or any of them, are pending, the non-contesting, non-defending, or non-debtor Person or Persons shall, at the sole cost and expense of the contesting or defending Person or Persons, (x) reasonably cooperate with the contesting or defending Person or Persons or the Company Parties (at such Person's sole expense), as applicable, and its or their counsel in the defense, contest, or prosecution of the matter, (y) make reasonably available its or their personnel during normal business hours and (z) provide such access to its or their books and records (including any electronically stored information, servers, electronic communications (e.g., e-mail, instant messages, voicemails, etc.), and other digital information or data) as shall be necessary or reasonably requested in connection with the prosecution, defense or contests, or administration of the Bankruptcy Cases; provided, that the sole cost and expense of such defense shall be borne by the contesting, defending or debtor Person or Persons, no such cooperation or access shall unreasonably interfere with the operation of the businesses of the non-contesting, non-defending, or non-debtor Person or Persons and no Party shall be required to cooperate or provide access to another Party in connection with a Proceeding between such Party and/or its Affiliates, on the one hand, and any other Party and/or its Affiliates, on the other hand, except through the compliance with generally applicable Laws, rules, statutes, and regulations.

Section 5.3 Service Providers.

(a) Employment or Engagement of Active Service Providers by Buyer. Schedule 5.3(a) sets forth the list of employees employed and independent contractors engaged by the Company or its Affiliates (the "Active Service Providers") to whom Buyer intends to offer employment with Buyer or an Affiliate thereof. By no later than the date that is two (2) Business Days prior to the Closing Date, Buyer shall provide the Company with a list of such Active Service Providers who have accepted such offer, such acceptance to be effective as of the Closing Date (each, a "Transferred Service Provider"). From the date hereof until the date that is five (5) Business Days prior to the Closing Date, the Company Parties shall not terminate the employment (other than for cause) of any Active Service Provider then providing Transition Services as set forth on Exhibit G without the express written consent of the Buyer. After the date that is five (5) Business Days prior to the Closing Date, the Company may not terminate (other than for cause) the employment of any Active Service Provider to whom the Buyer intends to offer employment. Nothing in this Agreement shall constitute any commitment, Contract or understanding (expressed or implied) of any obligation on the part of Buyer to a post-Closing employment relationship of any fixed term or duration or upon any terms, except as set forth herein, or conditions other than those that Buyer may establish pursuant to individual offers of employment, and employment offered by Buyer is "at will" and may be terminated by Buyer or by an employee at any time for any reason (subject to any written commitments to the contrary made by Buyer or an employee and applicable Laws). Nothing in this Agreement shall be deemed to prevent or restrict in any way the right of Buyer to terminate, reassign, promote or demote any of the Transferred Service Providers after the Closing or to change adversely or favorably the title, powers, duties, responsibilities, functions, locations, salaries, other compensation or terms or conditions of employment of such employees. In the event that Buyer fails to make an offer of employment to any or all of the Active Service Providers who provide services outside of the U.S. (the "Other Transferred Employees") by no later than the date that is eight (8) Business Days prior to the Closing Date it shall notify the Company in writing immediately. The Company Parties shall be entitled to dismiss those individual(s) within four (4) weeks of receiving the Buyer's notification and, in such circumstances, the Buyer shall bear, and shall indemnify the Company Parties in respect of, any and all Liabilities in relation to and arising out of the employment of such individual(s) and of their dismissal(s) (including without limitation any termination or severance payments and any Liabilities relating to any failure to inform or consult pursuant to any statutory provision).

(b) Salaries and Benefits. The Company Parties shall be responsible for (i) the payment of all wages and other remuneration earned and payable to Active Service Providers with respect to their services as employees or independent contractors of the Company prior to the Closing Date, including, as applicable, *pro rata* bonus payments and, except with respect to any Transferred Service Provider, all vacation and other paid time off earned prior to the Closing Date; (ii) except as otherwise contemplated by Section 5.3(a), the payment of any termination or severance payments earned and payable to Active Service Providers arising prior to the Closing Date and (iii) the provision of health plan continuation coverage in accordance with the requirements of COBRA and Sections 601 through 608 of ERISA.

(c) General Employee Provisions.

(i) The Company and Buyer shall give any notices required by Laws and take whatever other actions with respect to the plans, programs and policies described in this Section 5.3 as may be necessary to carry out the arrangements described in this Section 5.3.

(ii) If any of the arrangements described in this Section 5.3 are determined by the IRS or other Governmental Body to be prohibited by applicable Law, the Company and Buyer shall modify such arrangements to as closely as possible reflect their expressed intent and retain the allocation of economic benefits and burdens to the Parties contemplated herein in a manner that is not prohibited by Law.

(iii) Except as provided under Section 2.3(b), this Section 5.3 and applicable Law, Buyer shall not have any responsibility, liability or obligation, whether to Active Service Providers, former employees, their beneficiaries or to any other Person, with respect to any employee benefit plans, practices, programs or arrangements (including the establishment, operation or termination thereof and the notification and provision of COBRA coverage extension) maintained by the Company; provided, however, that Buyer shall offer to Transferred Service Providers employee benefit plans, practices, programs and arrangements as required under applicable Law.

(iv) For the avoidance of doubt, the provisions of this Section 5.3 (other than Section 5.3(e) shall not be applicable to Morphe UK Employees (as defined below).

(d) The Parties acknowledge and agree that all provisions contained in this Section 5.3 are included for the sole benefit of the Parties to this Agreement, and that nothing in this Agreement, whether express or implied, shall create any third-party beneficiary or other rights (i) in any other Person, including any employee or former employee of the Company Parties or (ii) to continued employment with any of the Parties or any of their respective Affiliates. Nothing in this Agreement shall affect the right of the Company Parties or any of their respective Affiliates to terminate the employment of its employees. Nothing contained in this Section 5.3 is intended to be or shall be considered to be an amendment or adoption of any plan, program, Contract, arrangement or policy of the Parties or any of their respective Affiliates. In addition, nothing contained in this Section 5.3 shall interfere with the Company Parties' or any of their respective Affiliates' right to amend, modify or terminate any plan, program, Contract, arrangement or policy of the Company Parties or any of their respective Affiliates in accordance with its provisions.

(e) Morphe UK Employees. Notwithstanding any other provision in this Agreement:

(i) The Buyer acknowledges that, pursuant to TUPE, at the Effective Time it or the relevant member of the Buyer's Group will become the employer of the Active Service Providers who are identified as Morphe UK Employees on Schedule 3.12(a) ("Morphe UK Employees"). Subject to their right to object to the transfer, the contracts of employment of the Morphe UK Employees shall transfer automatically to the Buyer (or relevant member of the Buyer's Group) and will have effect as if originally made between such company and Morphe UK Employees.

(ii) The Parties shall provide one another on request with such information as may be reasonably necessary to enable the other to comply with its obligations to inform and where necessary consult with Morphe UK Employees and other employees affected by this Agreement and/or their appropriate representatives pursuant to TUPE. Buyer agrees that neither it nor any member of Buyer's Group will bring any claim against the Company Parties for failure to comply with regulation 11 of TUPE; provided, that the Company Parties shall provide the employee liability information required under regulation 11 of TUPE as soon as reasonably practicable following the date hereof.

(iii) The Buyer shall indemnify the Company Parties against any loss which Morphe UK incurs in connection with or arising out of: (A) any alleged or actual anticipatory breach of contract by the Buyer or any member of the Buyer's Group in respect of the Morphe UK Employees prior to the Effective Time; (B) any actual or proposed substantial change in working conditions to the material detriment of any of the Morphe UK Employees; and (C) any breach by the Buyer or any member of the Buyer's Group of its obligations under Regulation 13(4) of TUPE. For the avoidance of doubt the Buyer (or relevant member of the Buyer's Group) shall become the employer of the Morphe UK Employees in accordance with the provisions of this Section 5.3(e) and the Buyer (or relevant member of the Buyer's Group) shall assume all Liabilities in connection with such Morphe UK Employees in accordance with TUPE.

(iv) In the event that any Morphe UK Employee confirms in writing that they do not wish to transfer to the Buyer (or relevant member of the Buyer's Group) and wish to remain employed by Morphe UK, and Morphe UK agrees, then the Parties agree that the contract of employment of such Person shall not transfer to the Buyer (or relevant member of the Buyer's Group) and they shall continue to be employed by Morphe UK on the Closing Date. For the avoidance of doubt nothing in this Agreement shall preclude Morphe UK from offering an alternative role to any Morphe UK Employee at any time.

Section 5.4 Payment of All Taxes Resulting from Sale of Transferred Assets by the Company. Notwithstanding any other provisions of this Agreement to the contrary, Buyer shall be responsible for the timely payment of all statutory, governmental, federal, state, local, municipal, non-U.S. and other transfer, documentary, real estate transfer, mortgage recording, sales (including bulk sales), use, value added, documentary, stamp, duty, gross receipts, registration, transfer, conveyance, excise, motor vehicle transfer, recording and other similar Taxes and fees (collectively, "Transfer Taxes") arising out of or in connection with or attributable to (a) the transfer of the Transferred Assets and (b) the Contemplated Transactions. The party hereto required by Law to file a Tax Return with respect to such Transfer Taxes (including all notices required to be given with respect to bulk sales taxes) shall do so within the time period prescribed by Law.

Section 5.5 Tax Matters. The Company Parties shall be responsible for and will perform all Tax withholding, payment and reporting duties with respect to any wages and other compensation paid by the Company Parties on or prior to the Closing Date to any Transferred Service Provider and Buyer shall be responsible for and will perform all Tax withholding, payment and reporting duties with respect to any wages and other compensation paid to any Transferred Service Provider after the Closing Date.

Section 5.6 Confidentiality.

(a) Nondisclosure.

(i) From and after the date hereof, except as authorized in writing by the other Party, no Party shall disclose the terms of this Agreement or any other documents delivered pursuant to the Contemplated Transactions to any other Person (including any Confidential Information provided in connection with the evaluation, negotiation and consummation of the Contemplated Transactions) (A) except as may reasonably be required in connection with the performance and/or enforcement of such Party's rights under of this Agreement or any applicable Transaction Document; (B) except to such Party's Representatives, lenders, investors and other potential financing sources, in each case, who are informed of the confidential nature of the information and are bound to maintain its confidentiality; and (C) except as may reasonably be required pursuant to an Order or other Law or in connection with any Proceeding (including the Bankruptcy Cases). Notwithstanding the foregoing, the Buyer is permitted to disclose its acquisition of the Transferred Assets after the Closing Date in furtherance of its operation of the Business.

(ii) At all times after the Closing Date, except with Buyer's prior written Consent, the Company Parties shall not, directly or indirectly, in any capacity communicate, publish or otherwise disclose to any Person, or use for the benefit of any Person, any Confidential Information of or relating to the Business, the Transferred Assets or the R.E.M. Agreements. The obligation not to disclose Confidential Information under this Section 5.6(a)(ii) shall not apply to information that (A) is or becomes generally available to the public other than as a result of disclosure by the Company Parties or (B) is required to be disclosed pursuant to an Order or other Law or in connection with any Proceeding (including the requirements of the SEC and the listing rules of any applicable securities exchange or in connection with the Bankruptcy Cases). Nothing in this Section 5.6(a)(ii) shall limit in any respect any Party's ability to disclose information in connection with the enforcement by such Party of its rights under this Agreement or the Transaction Documents.

(iii) At all times after the Closing Date, except with the Company Parties' prior written Consent, Buyer shall not, directly or indirectly, in any capacity communicate, publish or otherwise disclose to any Person, or use for the benefit of any Person, any Non-Exclusive R.E.M. Data. The obligation not to disclose Non-Exclusive R.E.M. Data under this Section 5.6(a)(iii) shall not apply to information that (A) is or becomes generally available to the public other than as a result of disclosure by Buyer or (B) is required to be disclosed pursuant to an Order or other Law (including the requirements of the SEC and the listing rules of any applicable securities exchange or in connection with the Bankruptcy Cases); provided that Buyer shall provide only that portion of Non-Exclusive R.E.M. Data which, in the written opinion of Buyer's counsel, is legally required to be furnished, and shall give the Company Parties prompt notice thereof prior to such disclosure and, at the request of the Company Parties, shall cooperate in all reasonable respects in maintaining the confidentiality of such information, including obtaining a protective order or other similar order. Nothing in this Section 5.6(a)(iii) shall limit in any

respect any Party's ability to disclose information in connection with the enforcement by such Party of its rights under this Agreement, subject to the proviso of clause (B) in the immediately preceding sentence.

(b) Specific Performance. Each Party acknowledges and agrees that this Section 5.6 is reasonable and necessary to protect and preserve each Party's legitimate business interests and the value of the Transferred Assets and to prevent any unfair advantage conferred on any Party. Each Party further acknowledges and agrees that any Breach of this Section 5.6 would irreparably harm the other Party. In view of the substantial harm, which would result from a Breach or threatened Breach by any Party, its members or Affiliates of the covenants contained in this Section 5.6, the Parties agree that such covenants shall be enforced to the maximum extent permitted by applicable Law. In the event of a Breach or threatened Breach of the covenants of this Section 5.6, the Parties acknowledge and agree that the other Party would suffer irreparable harm for which monetary damages would be inadequate. Accordingly, in addition to all other remedies to which such other Party may be entitled, at law or in equity, the other Party shall be entitled to seek specific performance and/or injunctive relief without the necessity of posting a bond in the event of any such Breach or threatened Breach by any Party, its members or Affiliates.

Section 5.7 Discontinuance of Arbitration. No later than two (2) Business Days after the Closing Date, the Company, IPCo and AGent (collectively, the "Arbitration Parties") will jointly file with JAMS one or more stipulations of discontinuance (or otherwise provide JAMS with a proposed consent award) providing for voluntary discontinuance of the Arbitration (which shall specify, among other things, that the Arbitration Parties have settled and fully and finally resolved any and all claims and counterclaims brought in the Arbitration and stating that the Arbitration shall immediately be terminated), and shall promptly execute and deliver all such other documents as are necessary or desirable to conclusively terminate the Arbitration. The Parties acknowledge and agree that the Arbitration is stayed from the date of this Agreement through the earlier of (x) termination of this Agreement in accordance with ARTICLE VII or (y) the discontinuance pursuant to this Section 5.7.

Section 5.8 Wrong Pockets; Misdirected Funds.

(a) If, following the Closing, any right, property or asset not forming part of the Transferred Assets or any liabilities that properly constitute Retained Liabilities is found to have been transferred to Buyer or assumed by Buyer in error in accordance with this Agreement, either directly or indirectly, Buyer shall transfer, or shall cause its Affiliates to transfer or assign, at no cost and without payment of any further consideration therefor, such right, property or asset or Liability as soon as practicable to the Person indicated by the Company Parties. If, following the Closing, any right, property or asset forming part of the Transferred Assets or any liabilities that properly constitute Assumed Liabilities is found to have been retained by the Company Parties or any of their respective Affiliates in error in accordance with this Agreement, either directly or indirectly, subject to any approvals required by the Bankruptcy Court, such Company Party shall transfer, or shall cause its Affiliate, as applicable, to transfer or assign, at no cost and without payment of any further consideration therefor, such right, property or asset or Liability as soon as practicable to Buyer. In further of the foregoing, each Party shall (i) execute all such agreements, deeds or other documents as may be necessary for the purposes of transferring such properties, rights or assets (or part thereof), Liabilities or the relevant interests in them back to other Party or

its successors or assigns, (ii) complete all such further acts or things as the other Party or its successors or assigns may reasonably direct in order to transfer such properties, rights or assets, Liabilities or the relevant interests in them back to such other Party or its successors or assigns and (iii) hold the properties, rights or assets (or part thereof), Liabilities or relevant interest in them, in trust for the other Party or its successors or assigns (to the extent permitted by applicable Law) until such time as the transfer is validly effected to vest the properties, rights or assets (or part thereof), Liabilities or relevant interest in them back to the other Party or its successors or assigns. For the avoidance of doubt, the foregoing shall not apply to Non-Transferable Assets, which are not Transferred Assets.

(b) The Company Parties shall, or shall cause their respective applicable Affiliate to, promptly pay or deliver to Buyer (or its designated Affiliates) any monies or checks exclusively related to the Transferred Assets that have been sent to the Company Parties or any of their respective Affiliates after the Closing by customers, suppliers or other contracting parties of the Business to the extent that they are in respect of a Transferred Asset or Assumed Liability hereunder. Buyer shall, or shall cause its applicable Affiliate to, promptly pay or deliver to the Company (or its designated affiliates) any monies or checks that have been sent to Buyer (including the Business) after the Closing to the extent that they are not due to the Business or are not in respect of a Transferred Asset or an Assumed Liability hereunder.

(c) If the Company Parties receive any Returns from and after the Closing Date, they shall reasonably promptly ship such Returns to the warehouse space subject to the Norris 2 Lease (provided, that, Returns shipped from a third party directly to third party logistics providers may remain with such third party logistics provider if the Company Parties provides notice to the Buyer and such third party logistics providers that such Returns are the property of the Buyer); and provided further that, to the extent any such Return received by the Buyer under this Section 5.8(c) is delivered promptly to Buyer or the third party logistics provider, as applicable, and, as a result of such Return, there is a diminution to the Accounts Receivable otherwise payable to an applicable Company Party as documented and confirmed by the third party delivering such Return, then the Buyer shall reimburse the applicable Company Party for such documented diminution to Accounts Receivable that occurred as a result of the applicable Return.

Section 5.9 Recalls. For a period of three (3) years following the Closing, in the event that a Governmental Body determines and the Company Parties and the Buyer mutually agree, that a Product Recall is required, the Company Parties and Buyer shall discuss and cooperate in good faith to promptly implement such Product Recall as mutually agreed by the Company Parties and the Buyer. For the avoidance of doubt, a Product Recall will result, to the extent permitted under applicable Laws, in the immediate cessation of such recalled Licensed Product being provided in clinical or other trials by Buyer, its Affiliates, sublicensees or subcontractors. The cost of such Product Recall, including without limitation shipping costs and administrative costs associated with arranging and coordinating such Product Recall, shall be borne as agreed by the Company Parties and Buyer.

Section 5.10 Privacy Matters. Buyer shall use the Transferred Assets in compliance with applicable Laws regarding the privacy and security of Personal Data (including the Federal Trade Commission Act and state consumer protection laws as applied to the privacy and security of Personal Data) (the "Data Protection Laws"). Buyer shall obtain any consents required under

the Data Protection Laws prior to using or disclosing Personal Data acquired as part of the Transferred Assets.

Section 5.11 Reasonable Best Efforts. At or prior to the Closing, Buyer and Company Parties shall, and shall cause their respective Affiliates to, use their respective reasonable best efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary, proper or advisable to consummate the Contemplated Transactions as promptly as practicable, including (i) using reasonable best efforts to satisfy the conditions to consummating the Contemplated Transactions and (ii) using reasonable best efforts to obtain (and to cooperate with each other in obtaining) any Consent, authorization, permit, registration, Order or approval of, waiver or any exemption by, any Governmental Body or any third party required to be obtained or made by Buyer, the Company Parties or any of their respective Affiliates in connection with the Contemplated Transactions; provided, that, for the avoidance of doubt, the Company Parties shall not be obligated to (a) pay any amount to any third party or Governmental Body from whom Consent, waiver, release or approval is requested or otherwise incur any out-of-pocket costs or expenses or bear any other incremental economic burden, (b) amend, modify, terminate or enter into any Contract or other arrangement, offer or grant any accommodation (financial or otherwise) to any third party or Governmental Body or (c) initiate any litigation or Proceedings or settle or compromise any matter in connection with this Section 5.11. Buyer shall not make any concessions that would purport to bind the Company Parties or any of their Affiliates. Except as specifically required by this Agreement, Buyer shall not, and shall not permit any of its Affiliates to, knowingly take any action, or knowingly refrain from taking any action, the effect of which would be to delay or impede the ability of the Parties to consummate the Contemplated Transactions. Buyer, on the one hand, and the Company Parties, on the other hand, shall each keep the other apprised of the status of matters relating to the consummation of the Closing and work cooperatively in connection with obtaining all required Consents, authorizations, registrations, Orders or approvals of, or any exemptions by, any Governmental Body or any third party required to consummate the Contemplated Transactions.

Section 5.12 Update to Disclosure Schedules. Until the Closing Date, the Company Parties may deliver any new schedules or supplement or amend the Disclosure Schedules other than Disclosure Schedules relating to Article II of this Agreement, which may only be amended with Buyer's express written consent (each, an "Update") with respect to any matter that, if existing, occurring or known as of the date hereof, would have been required to be set forth or described in the Disclosure Schedules. Any such Update shall be deemed to modify the Disclosure Schedules for purposes of this Agreement except to the extent that, absent such Update to the Disclosure Schedules, the Company would then be in Breach of the representations, warranties, covenants or other agreements contained herein such that the condition to Closing set forth in Section 6.2(a) would not then be satisfied; provided, however, if Buyer does not terminate this Agreement pursuant to Section 7.1(c) within ten (10) Business Days of its receipt of such Update, then Buyer shall be deemed to have irrevocably waived its right to terminate this Agreement with respect to such matter and the Company Parties shall have no Liability with respect to such matter.

Section 5.13 Inventory Sell-Off. From the date hereof through the earlier of (a) Closing and (b) valid termination of this Agreement pursuant to ARTICLE VII, Buyer, on behalf of its Affiliates, IPCo, AGent and AG, agrees that the Company shall be permitted to sell Licensed

Products (regardless of when manufactured, in process or on order) through the earlier of (i) Closing or (ii) valid termination of this Agreement; provided, that the Company Parties shall not be liable for any royalties in connection with such sales; provided, further, that: except as otherwise approved by Buyer or its Representative in writing (email to suffice) (x) the Company Parties shall be subject to all of the limitations and obligations contained in the R.E.M. Agreements regarding the sale of Licensed Products (other than, for the avoidance of doubt, those relating to the payment of royalties) and (y) the sale of the Licensed Products pursuant to this Section 5.13 shall be only in the Ordinary Course of the Business to Top Customers or through the Business' existing DTC channels consistent with past practice, including past practice regarding the pricing of the Licensed Products.

Section 5.14 Bankruptcy Court Approval.

(a) The Company Parties and Buyer acknowledge that this Agreement and the sale of the Transferred Assets are subject to Bankruptcy Court approval. To assist in obtaining such approval, Buyer agrees that it will promptly take such actions as are reasonably requested by the Company Parties to assist in obtaining entry of the Sale Order and a finding of adequate assurance of future performance by Buyer with respect to the Transferred Contracts, including furnishing affidavits or other documents or information (subject to reasonable and customary confidentiality and/or non-disclosure agreements) for the purposes, among others, of providing necessary assurances of performance by Buyer under this Agreement and demonstrating that Buyer is a "good faith" purchaser under Section 363(m) of the Bankruptcy Code. On January 13, 2023, the Company Parties filed the Debtors' Motion for (I) Entry of an Order Approving Settlement Agreement Pursuant to Bankruptcy Code Section 105(a) and Bankruptcy Rule 9019; (II) Entry of an Order Approving the Transfer of Certain Assets in Connection Therewith Pursuant to Sections 105(a), 363, and 365 of the Bankruptcy Code; and (III) Granting Related Relief [Docket No. 95] (the "Sale Motion") seeking, among other things, approval of this Agreement and entry by the Bankruptcy Court of the Sale Order. The Company Parties and Buyer shall use commercially reasonable efforts to consult with one another regarding pleadings which any of them intends to file with the Bankruptcy Court in connection with, or which might reasonably affect the Sale Motion. Without limiting the foregoing, as contemplated by the Sale Motion, the Company Parties shall file a notice in the Bankruptcy Cases within two (2) Business Days of date hereof attaching this Agreement, with all of its schedules and exhibits redacted.

(b) The Company Parties and Buyer acknowledge that this Agreement and the Contemplated Transactions are subject to (i) entry of the Sale Order and (ii) the consideration by the Company Parties of higher or better competing bids (whether through any and all types of consideration, including, without limitation, cash, assumed liabilities or credit bid) in respect of a sale, reorganization, or other disposition of the Company Parties, the Business or the Transferred Assets. Notwithstanding anything to the contrary herein, from the date hereof until the Contemplated Transactions are consummated, Buyer agrees and acknowledges that the Company Parties and their Affiliates, including through their Representatives, are and may continue soliciting and/or responding to inquiries, proposals or offers from third parties in connection with any Alternative Transaction, including, without limitation, inquiries, proposals or offers related to the Transferred Assets and the Business, and may facilitate (and perform any and all other acts related thereto), including, without limitation, furnishing any information (subject to entering into

a customary confidentiality agreement) with respect to, any effort or attempt by any Person to seek to do any of the foregoing in connection with an Alternative Transaction. For the avoidance of doubt, nothing herein shall be deemed to constitute the consent or approval by any of AG, IPCo or AGent to the assignment of the Company's rights under the R.E.M. Agreements to any Person other than the Buyer.

Section 5.15 Further Transition. For thirty (30) days following Closing, and not withstanding anything to the contrary in the R.E.M. Agreements, this Agreement, or the other Transaction Documents, it will not be deemed to be an infringement of the Artist Persona, the Licensed Property, the Properties and Results, and/or any Intangibles included in the Transferred Assets, and/or breach of the APA, the R.E.M. Agreements, or the other Transaction Documents, for the Company Parties and their Affiliates to remain in possession of, or continue to display or otherwise use the Artist Persona, the Licensed Property, the Properties and Results, and/or any Intangibles included in the Transferred Assets, that were in existence at the time of Closing solely (a) for the purpose of, at Buyer's written direction and at Buyer's sole option, either transferring assets or property to Buyer and its Affiliates and/or destroying same in a manner that is acceptable to Buyer; or (b) to complete the removal from Company Parties' and their Affiliates' shared online properties and other shared signage or marketing materials that are not being transferred to Buyer and its Affiliates; provided, however that during that thirty (30) days following Closing, Company Parties and their Affiliates may not (i) sell any Licensed Products; or (ii) make any new uses of the Artist Persona, the Licensed Property, the Properties and Results, and/or any Intangibles included in the Transferred Assets.

Section 5.16 Retention of Records. Notwithstanding anything to the contrary in the R.E.M. Agreements, this Agreement or the other Transaction Documents, the Company Parties and their Affiliates may, following the expiration of the License Period, (i) retain copies of any books, records and other materials that, as of the Closing Date, contain or display any Licensed Assets, and such copies are used solely for internal or archival purposes or (ii) use the Licensed Assets to comply with applicable Laws or for litigation or regulatory filings and documents.

Section 5.17 Domain Name Assignment. The Company Parties hereby agree to use commercially reasonable efforts following Closing to take further assurances and actions to effect the transfer to Buyer of any domain names or social media handles included in the Transferred Assets, including, without limitation: (i) taking any and all actions that may be required by the applicable domain name registrars or platforms to effectuate and/or record the transfer of the assigned domain names and social media handles from the Company parties to the Buyer with such registrars and/or platforms, (ii) causing the administrative and technical contact(s) for the assigned domain names and social media handles to take all steps as may be reasonably necessary to effect the transfer and recordation of the assigned domain names and social media handles from the Company Parties to the Buyer, (iii) causing the owner and/or authentication information for assigned domain names and social media handles to be changed so that the Buyer may access and control the assigned domain names and social media handles following Closing. The Company Parties' obligations under this paragraph shall terminate on the date that is thirty (30) days after the Closing Date.

Section 5.18 Transition of Governmental Authorizations. From the date hereof until the earlier of the Closing or the valid termination of this Agreement pursuant to ARTICLE VII, the

Company Parties and the Buyer will work cooperatively to coordinate transition of the Governmental Authorizations listed on Schedule 3.8(b) at the Closing.

Section 5.19 Avoidance Actions. Notwithstanding any other provision of this Agreement, effective as of Closing, the Company Parties shall be deemed to have waived on behalf of the Company Parties, their bankruptcy estates and any successors or assigns, the right to prosecute, and to have settled and released for fair value, any Avoidance Actions relating to the Transferred Contracts, Key Contracts and Critical Supplier Contracts listed on Schedule 5.19 if Buyer confirms to the Company Parties (and provides reasonable evidence of the same if requested by the Company Parties) that Buyer has paid to the relevant counterparty: (a) in the case of Transferred Contracts, the relevant Cure Costs; (b) in the case of Key Contracts, the amounts set forth as obligations of the Buyer in the relevant Shared Cure Costs Arrangement and Partial Assignment; and (c) in the case of Critical Supplier Contracts, the amounts set forth on Schedule 5.19 relating thereto.

Section 5.20 Further Assurances. From time to time upon the reasonable request of any Party, the Parties shall execute and deliver, or cause to be executed and delivered, such further instruments and use its commercially reasonable efforts to take such other actions as may be reasonably required or necessary to carry out the Contemplated Transactions or to vest, perfect or confirm ownership or assumption by the Buyer of the Transferred Assets or the Assumed Liabilities.

ARTICLE VI
CONDITIONS TO CLOSING

Section 6.1 Conditions to Obligations of All Parties. The obligation of each Party to consummate the Contemplated Transactions at Closing is subject to the fulfillment (or waiver in a writing signed by the waiving party, to the extent permissible under applicable Law and provided that such waiver shall only be effective as to conditions of the waiving Party) at or prior to the Closing of the following conditions:

(a) The Sale Order shall have been entered by the Bankruptcy Court and shall have become a Final Order.

(b) No Governmental Body of competent jurisdiction shall have entered a valid Order that is in effect and has the effect of making the Closing illegal or otherwise prohibiting the consummation of the Closing.

(c) This Agreement and each other Transaction Document shall remain in full force and effect.

Section 6.2 Conditions to Buyer's Obligations. The obligation of Buyer to consummate the Contemplated Transactions at Closing is subject to the fulfillment (or waiver in a writing signed by the Buyer, to the extent permissible under applicable Law) at or to the Closing of the following conditions:

(a) Each of the representations and warranties of the Company Parties (i) contained in ARTICLE III of this Agreement (other than Section 3.1, Section 3.2(a), Section 3.8(a), and Section 3.17) shall be true and correct as of the Closing Date as though made on and as of such date (or to the extent such representations and warranties speak as of an earlier date or period, they shall be true and correct in all material respects as of such earlier date or as to such earlier period), but disregarding all qualifications or limitations as to "materiality" or "Material Adverse Effect" and words of similar import set forth therein for the purposes of this clause (a)(i), except for those breaches, if any, of such representations and warranties that in the aggregate would not have a Material Adverse Effect, and (ii) contained in Section 3.1, Section 3.2(a), Section 3.8(a), and Section 3.17 (as qualified by "materiality" or "Material Adverse Effect" and words of similar import in the applicable representation) shall be true and correct in all respects as of the Closing Date as though made on and as of such date, except for failures to be true or correct that are individually and in the aggregate *de minimis* in nature, as of the Closing Date as though made at and as of such date (or to the extent such representations speak to an earlier date or period, they shall be true and correct in all respects, except for failures to be true or correct that are individually and in the aggregate *de minimis* in nature, as of such earlier date or with respect to such earlier period).

(b) The Company Parties shall have performed and complied in all material respects with all of the covenants and agreements required by this Agreement to be performed or complied with by the Company Parties on or prior to the Closing, including, without limitation, the provision of the Transition Services in accordance with Section 5.1(a).

(c) An Order of the Bankruptcy Court shall have been entered and be effective to reject the Critical Supplier Contracts.

(d) The Company Parties shall have delivered, or be prepared to deliver or cause to be delivered, to Buyer the items set forth in Section 2.6(a).

(e) The Company Parties shall have shipped (at the Company Parties' cost) to the warehouse space subject to the Norris 2 Lease, all Inventories under the Company Parties' possession that had previously been stored (i) at its US and Australia retail stores, and (ii) within warehouses located in Pacoima, CA, or Glen Oaks, CA.

(f) The aggregate Cure Costs (inclusive of the portion of any Shared Cure Costs Arrangements borne by the Buyer) do not exceed the Cure Cap plus two-percent, unless waived by the Buyer.

Section 6.3 Conditions to Company Parties Obligations. The obligation of the Company Parties to consummate the Contemplated Transactions at Closing is subject to the fulfillment (or waiver in a writing signed by the Company Parties, to the extent permissible under applicable Law) at or to the Closing of the following conditions:

(a) Each of the representations and warranties of Buyer contained in this Agreement or the Transaction Documents (but disregarding all qualifications or limitations as to "materiality" or "material adverse effect" and words of similar import set forth therein) shall be true and correct in all material respects on and as of the Closing Date as though made on and as of

such date (or to the extent such representations and warranties speak as of an earlier date or period, they shall be true and correct in all material respects as of such earlier date or as to such earlier period).

(b) Buyer shall have performed and complied in all material respects with all of the covenants and agreements required by this Agreement to be performed or complied with by Buyer on or prior to the Closing Date.

(c) The Company Parties shall have delivered, or be prepared to deliver or cause to be delivered, to Buyer the items set forth in Section 2.6(b).

Section 6.4 Frustration of Closing Conditions. Neither the Company Parties nor Buyer may rely on the failure of any condition set forth in Section 6.1, Section 6.2 or Section 6.3, as applicable, to be satisfied if such failure was caused by such Party's failure to use its reasonable best efforts to consummate the Closing (subject to the applicable limitations herein) and the other Contemplated Transactions to occur at the Closing or due to the failure of such Party to perform any of its other obligations under this Agreement.

ARTICLE VII
TERMINATION

Section 7.1 Termination. This Agreement and the Contemplated Transactions may not be terminated prior to the Closing except as follows:

(a) Upon the mutual written consent of the Company Parties and the Buyer.

(b) By the Company Parties, if the Company Parties are not then in material breach of any provision of this Agreement that would give rise to the failure of a condition set forth in Section 6.1 or Section 6.3, and (i) there has been a breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by Buyer pursuant to this Agreement that would, either individually or in the aggregate, if occurring or continuing on the Closing Date, give rise to the failure of any of the conditions specified in Section 6.1 or Section 6.3 and (ii) such breach, inaccuracy or failure to perform is not curable or has not been cured within ten (10) Business Days' written notice thereof to Buyer.

(c) By Buyer, if Buyer is not then in material breach of any provision of this Agreement that would give rise to the failure of a condition set forth in Section 6.1 or Section 6.2 and (x) there has been a breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by the Company Parties pursuant to this Agreement that would, either individually or in the aggregate, if occurring or continuing on the Closing Date, give rise to the failure of any of the conditions specified in Section 6.1 or Section 6.2 and (y) such breach, inaccuracy or failure to perform is not curable or has not been cured within ten (10) Business Days' written notice thereof to the Company Parties;

(d) By either the Company Parties or Buyer if:

(i) The Closing shall not have been consummated on or before the date that is forty-five (45) calendar days following the Petition Date (or such later date as mutually agreed by the Company and Buyer) (the "Outside Date"); provided that neither Party shall have the right to terminate this Agreement pursuant to this Section 7.1(d)(i) if the Closing shall not have occurred on or prior to the Outside Date due to such Party's failure to perform any covenants or breach of any representation or warranty of such Party set forth in this Agreement;

(ii) A final non-appealable Order of any nature shall have come into effect, including any such Order that (x) enjoins the consummation of the Contemplated Transactions and (y) remains in effect for five (5) Business Days after notice of such Order has been received by the Company and the Buyer;

(iii) The Sale Order approving this Agreement and the Contemplated Transactions has not become a Final Order on or before the Outside Date;

(iv) As a result of an Order of the Bankruptcy Court, (x) the Bankruptcy Cases are converted to chapter 7 and a chapter 7 trustee is appointed with respect to the Company Parties or (y) the Bankruptcy Cases are dismissed; or

(e) By the Company Parties, if any Company Party closes or consummates an Alternative Transaction or the Bankruptcy Court enters an Order approving such Alternative Transaction.

The Party desiring to terminate this Agreement pursuant to this Section 7.1 (other than pursuant to Section 7.1(a)) shall give notice of such termination to the other Party in accordance with Section 9.3.

Section 7.2 Effect of Termination.

(a) Upon the termination of this Agreement in accordance with Section 7.1 hereof, and except as set forth in this Section 7.2, the Parties shall be relieved of any further obligations or liability under this Agreement other than obligations or liabilities for any Willful Breach of this Agreement by such Person occurring prior to such termination.

(b) Notwithstanding anything to the contrary contained herein, the provisions of this Section 7.2, Section 5.6(a) (*Confidentiality*) and Article IX (*General Provisions*) shall survive any termination of this Agreement; provided, that, nothing herein shall relieve any Party from Liability for any Willful Breach of its obligations to consummate the Contemplated Transactions, in which case, the aggrieved Party shall be entitled to all rights and remedies.

(c) If this Agreement is terminated under Section 7.1(a), 7.1(b), 7.1(c) or 7.1(d)(i), (ii), or (iii), then the Parties' rights and obligations will return to the status quo that existed before this Agreement was executed, and nothing in this Agreement shall be construed as a waiver of any position taken by any Party and all Parties shall preserve their rights and remedies, including rights and remedies in the Arbitration. For the avoidance of doubt, nothing herein shall

be deemed to constitute the consent or approval by any of AG, IPCo or AGent to the assignment of the Company's rights under the R.E.M. Agreements to any Person other than the Buyer.

ARTICLE VIII
SURVIVAL

Section 8.1 Survival. The representations, warranties, covenants and agreements in this Agreement or in any instrument delivered pursuant to this Agreement shall not survive the Closing and shall be extinguished by the Closing and the consummation of the Contemplated Transactions, except for covenants and agreements that, by their terms, contemplate performance after, or otherwise expressly by their terms survive, the Closing.

ARTICLE IX
GENERAL PROVISIONS

Section 9.1 Expenses. Except as otherwise expressly provided herein, each Party will bear its respective fees and expenses incurred in connection with the preparation, negotiation, execution and performance of this Agreement and the Contemplated Transactions, including all fees and expenses of its Representatives; provided, that, for the avoidance of doubt, all Cure Costs shall be paid by Buyer.

Section 9.2 Public Announcements. Except to the extent any announcement, release or similar publicity may be required by applicable Law or in connection with the Bankruptcy Case, none of the Buyer, the Company or any of their respective Affiliates may issue any public announcement, press release or similar publicity with respect to any non-public information in this Agreement or the Contemplated Transactions without the prior written consent of (a) in the case of the Company Parties or any of their respective Affiliates, the Buyer, and (b) in the case of the Buyer or any of its Affiliates, the Company Parties.

Section 9.3 Notices. All notices, requests and other communications hereunder must be in writing and will be deemed to have been duly given only if delivered (a) personally against written receipt, (b) by prepaid first class certified mail, return receipt requested, (c) by overnight courier prepaid, or (d) by email, to the Parties at the following physical or electronic addresses:

If to Buyer, to:

AGREM BTY, LLC
1880 Century Park East, Suite 1600
Los Angeles, CA 90067
Attn: Melissa Morton

with a copy (which shall not constitute notice) to:

Kleinberg, Kaplan, Wolff & Cohen, P.C.
500 Fifth Avenue
New York, NY 10110
Attention: Derek Stueben

Email: dstueben@kkwc.com

and a copy (which shall not constitute notice) to:

Venable LLP
1270 Sixth Avenue
24th Floor
New York, NY 10020
Attention: Jeffrey S. Sabin
Email: jssabin@venable.com

If to the Company Parties, to:

c/o Forma Beauty Brands, LLC
10303 Norris Avenue
Pacoima, CA 31331
Attn: Alan Leavitt
E-mail: alan.leavitt@formabrands.com

with a copy (which shall not constitute notice) to:

Ropes & Gray LLP
1211 Avenue of the Americas
New York, New York 10036
Attn: Gregg Galardi
E-mail: gregg.galardi@ropesgray.com

All such notices, requests and other communications will (i) if delivered personally to the address as provided in this Section 9.3, be deemed given upon delivery, (ii) if delivered by mail in the manner described above to the address as provided in this Section 9.3, be deemed given on the earlier of the third Business Day following mailing or upon receipt, (iii) if delivered by overnight courier to the address as provided for in this Section 9.3, be deemed given on the earlier of the first Business Day following the date sent by such overnight courier or upon receipt (in each case regardless of whether such notice, request or other communication is received by any other Person to whom a copy of such notice is to be delivered pursuant to this Section 9.3), and (iv) if delivered by email to the address as provided for in this Section 9.3, be deemed given upon delivery (unless the sender receives a "bounceback" or other failure to deliver message notification), unless not delivered on a Business Day or delivered after 5:00 p.m. Eastern Time prevailing time on a Business Day, in which case such delivery shall be deemed effective on the next succeeding Business Day. Any Party from time to time may change its address or other information for the purpose of notices to that party by giving notice specifying such change to the other Party hereto.

Section 9.4 Entire Agreement. This Agreement (together with the Exhibits and Schedules hereto) and the agreements contemplated hereby constitutes the entire agreement among the Parties and supersedes all prior and contemporaneous agreements and understandings, both

written and oral, between the Parties, and contains the sole and entire agreement between the Parties hereto with respect to the subject matter hereof and thereof.

Section 9.5 Enforcement of Agreement. Each Party acknowledges and agrees that the other Party would be irreparably damaged if any of the provisions of this Agreement are not performed in accordance with their specific terms and that any Breach of this Agreement by any Party could not be adequately compensated in all cases by monetary damages alone. Accordingly, in addition to any other right or remedy to which a Party may be entitled, at law or in equity, it shall be entitled to enforce any provision of this Agreement by a decree of specific performance and to temporary, preliminary and permanent injunctive relief to prevent Breaches or threatened Breaches of any of the provisions of this Agreement, without posting any bond or other undertaking.

Section 9.6 Waiver; Remedies Cumulative. The rights and remedies of the Parties to this Agreement are cumulative and not alternative. Neither any failure nor any delay by any Party in exercising any right, power or privilege under this Agreement or any of the documents referred to in this Agreement will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. To the maximum extent permitted by applicable Law, (a) no claim or right arising out of this Agreement or any of the documents referred to in this Agreement can be discharged by one Party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing duly executed by the other Parties; (b) no waiver that may be given by a Party will be applicable except in the specific instance for which it is given; and (c) no notice to or demand on one Party will be deemed to be a waiver of any obligation of that Party or of the right of the Party giving such notice or demand to take further action without notice or demand as provided in this Agreement or the documents referred to in this Agreement.

Section 9.7 Amendment. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by or on behalf of Buyer and the Company Parties.

Section 9.8 Disclosure Schedules. The Exhibits and Disclosure Schedules to this Agreement are an integral part of this Agreement. All Exhibits and Disclosure Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. The information in the Disclosure Schedules constitutes (a) exceptions to particular representations, warranties, covenants and obligations of the Company Parties as set forth in this Agreement or (b) descriptions or lists of assets and Liabilities and other items referred to in this Agreement. Matters reflected in the Disclosure Schedules are not necessarily limited to matters required by the Agreement to be reflected in the Disclosure Schedules. Such additional matters are set forth for informational purposes only and do not necessarily include other matters of a similar nature. The disclosures in the Disclosure Schedules are to be taken as relating to the representations and warranties of the Company Parties as a whole, notwithstanding the fact that the Disclosure Schedules are arranged by sections corresponding to the sections in the Agreement or that a particular section of the Agreement makes reference to a specific section of the Disclosure Schedules and notwithstanding that a particular representation and warranty may not make a reference to the Disclosure Schedules; provided, that the application of such disclosure to such section of the Disclosure Schedules is reasonably apparent from the face of such disclosure. The

specification of any dollar amount in the representations or warranties contained in this Agreement or the inclusion of any specific item in any Disclosure Schedule is not intended to imply that such amounts, or higher or lower amounts or the items so included or other items, are or are not material, and no Party shall use the fact of the setting of such amounts or the inclusion of any such item in any dispute or controversy as to whether any obligation, items or matter not described herein or included in a Disclosure Schedule is or is not material for purposes of this Agreement. Disclosure of any item on any Disclosure Schedule shall not constitute an admission or indication that any such item is material. Further, neither the specification of any item or matter in any representation, warranty or covenant contained in the Agreement nor the inclusion of any specific item in the Disclosure Schedules is intended to imply that such item or matter, or other items or matters, are or are not in the ordinary course of business, and no Party shall use the fact of setting forth or the inclusion of any such items or matter in any dispute or controversy between the Parties as to whether any obligation, item or matter not described herein or included in the Disclosure Schedules is or is not in the ordinary course of business for purposes of the Agreement. Any capitalized terms used in any Disclosure Schedule or Exhibit but not otherwise defined therein shall be defined as set forth in this Agreement.

Section 9.9 Assignments, Successors and No Third-Party Rights. No Party may assign any of its rights or delegate any of its obligations under this Agreement (whether by operation of Law or otherwise) without the prior written consent of the other Party; provided that Buyer may make an assignment of the right to receive certain of the non-U.S. Transferred Assets and Assumed Liabilities to members of the Buyer's Group without the prior written consent of any other Party. Subject to the preceding sentence, this Agreement will apply to, be binding in all respects upon and inure to the benefit of the successors and permitted assigns of the Parties, each of which such successor and permitted assigns will be deemed to be a Party hereto for all purposes hereof. Nothing expressed or referred to in this Agreement will be construed to give any Person other than the Parties to this Agreement any legal or equitable right, remedy or claim under or with respect to this Agreement or any provision of this Agreement, except such rights as shall inure to a successor or permitted assignee pursuant to this Section 9.9. Any attempted assignment of this Agreement not in accordance with the terms of this Section 9.9 shall be void.

Section 9.10 Severability. Whenever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable Laws, but if any provision of this Agreement is held invalid, illegal or unenforceable by any court of competent jurisdiction under applicable Laws, all other provisions of this Agreement will remain in full force and effect so long as the economic or legal substance of the Contemplated Transactions is not affected in any manner materially adverse to any Party hereto. Any provision of this Agreement held invalid, illegal or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid, illegal or unenforceable.

Section 9.11 Headings. The headings used in this Agreement have been inserted for convenience of reference only and do not define or limit the provisions hereof.

Section 9.12 Governing Law. Except to the extent inconsistent with the Bankruptcy Code (in which case the Bankruptcy Code shall govern), this Agreement and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Agreement or the Transaction Documents or the negotiation, execution or performance of this

Agreement or the Transaction Documents (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement as an inducement to enter this Agreement) shall be governed by and construed under Delaware law, without regard to conflict of laws principles. Any Proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement or the Transaction Documents shall be brought against any of the Parties exclusively in the Bankruptcy Court, or, if the Bankruptcy Court does not have or declines to exercise jurisdiction, in the courts of the State of Delaware, and each of the Parties consent to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waive any objection to venue in those courts. Process in any Proceeding referred to in the preceding sentence may be served on any Party anywhere it the world.

Section 9.13 WAIVER OF JURY TRIAL. EACH OF THE PARTIES HEREBY WAIVES TRIAL BY JURY IN ANY ACTION TO WHICH THEY ARE PARTIES INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER IN ANY WAY ARISING OUT OF, RELATED TO OR CONNECTED WITH THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY.

Section 9.14 Non-Recourse. Notwithstanding anything to the contrary contained herein, this Agreement may only be enforced against, and any Proceedings that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement, the Transaction Documents or the Contemplated Transactions, may only be made against the entities and Persons that are expressly identified as Parties to this Agreement in their capacities as such and no former, current or future stockholders, equity holders, controlling Persons, directors, officers, employees, general or limited partners, members, managers, agents or Affiliates of any Party hereto, or any former, current or future direct or indirect stockholder, equity holder, controlling Person, director, officer, employee, general or limited partner, member, manager, agent or Affiliate of any of the foregoing (each, a "Non-Recourse Party") shall have any Liability for any obligations or Liabilities of the Parties to this Agreement or for any claim (whether in tort, contract or otherwise) based on, in respect of, or by reason of, the Contemplated Transactions or in respect of any representations made or alleged to be made in connection herewith. Without limiting the rights of any Party against the other Parties hereto, in no event shall any Party or any of its Affiliates seek to enforce this Agreement against, make any claims for breach of this Agreement against, or seek to recover monetary damages from, any Non-Recourse Party.

Section 9.15 Representation of the Company and its Affiliates. The Buyer, on behalf of itself and its Subsidiaries and controlled Affiliates, hereby irrevocably agrees that (a) if a Proceeding relating to the Transaction Documents or the Contemplated Transactions arises after the Closing between Buyer or any of its Subsidiaries or controlled Affiliates, on the one hand, and the Company or any of its controlled Affiliates or Subsidiaries, on the other hand, then Ropes & Gray LLP ("R&G") may represent the Company or any of its controlled Affiliates or Subsidiaries in such Proceeding even though the interests of the Company or any of its controlled Affiliates or Subsidiaries may be directly adverse to the Business and even though R&G may have represented the Company or any of its controlled Affiliates or Subsidiaries in connection with the Business in a matter substantially related to such Proceeding prior to the Closing; (b) no communications (including email or other written communications) subject to attorney-client privilege among R&G

and the Company or any of its controlled Affiliates or Subsidiaries to the extent relating to the Contemplated Transactions shall be subject to disclosure, directly or indirectly, to Buyer or any of its Subsidiaries or controlled Affiliates or any other Person acting on behalf of the foregoing; and (c) all communications (including email or other written communications) among R&G and the Company or any of its controlled Affiliates or Subsidiaries that relate in any way to the Contemplated Transactions and the attorney–client privilege and expectation of client confidence with respect to all such communications belong to and may be controlled by the Company or any of its controlled Affiliates or Subsidiaries and shall not transfer to or be claimed by Buyers or any of its Subsidiaries or controlled Affiliates. Nothing in this Section 9.15 is intended to or shall be deemed to operate as a waiver of any applicable privilege or protection that could be asserted to prevent disclosure to any third party of any confidential communications (including email or other written communications) among R&G and the Company or any of its controlled Affiliates or Subsidiaries.

Section 9.16 Counterparts; Facsimile Signature. This Agreement may be executed in one or more counterparts (including electronic .pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000), each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by e-mail or facsimile transmission shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by e-mail or facsimile shall be deemed to be their original signatures for all purposes.

Section 9.17 Construction.

(a) Any reference to any applicable Law shall be deemed also to refer to such Law as amended, modified, codified, replaced or reenacted, in whole or in part, and in effect from time to time, including rules and regulations promulgated thereunder, and reference to any section or other provision of any Law means that provision of such Law from time to time in effect and constituting the substantive amendment, modification, codification, replacement or reenactment of such section or other provision.

(b) Any reference to any agreement, document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof.

(c) Whenever required by the context, any gender shall include any other gender, the singular shall include the plural and the plural shall include the singular. The words "herein," "hereof," "hereunder," "hereto" and words of similar import refer to the Agreement as a whole, including the Disclosure Schedules and Exhibits, and not to a particular article, section, subsection, paragraph, subparagraph or other provision hereof. The terms "Article" and "Section" refer to the specified Article or Section of this Agreement. The words "include," "includes" or "including" shall be deemed to be followed by the words "without limitation". The word "extent" in the phrase "to the extent" shall mean the degree to which a subject or other thing extends, and such phrase shall not mean simply "if". Any reference to "$" or "dollars" means United States dollars. The terms "made available" and "provided to" when used in reference to one Person having made or making items or information available to, or to having provided information to,

another, shall mean that such items or information were made available via: (i) the posting of such items or information to the electronic data site prior to the date hereof, (ii) the provision of access to hard copies of such items or information prior to the date hereof, or (iii) the provision of such items or information in electronic format (including by facsimile, e-mail or by other electronic means) prior to the date hereof.

(d) All accounting terms used herein and not expressly defined herein shall have the meanings given to them under GAAP.

(e) This Agreement was negotiated by the Parties with the benefit of legal representation, and any rule of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any Party shall not apply to any construction or interpretation hereof.

- SIGNATURES ON NEXT PAGE –

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

BUYER:

AGREM BTY, LLC

By: _____
Name: Scott Manson
Title: Authorized Signatory

COMPANY:

FORMA BEAUTY BRANDS, LLC

By: _____
Name:
Title:

MORPHE:

MORPHE, LLC

By: _____
Name:
Title:

MORPHE UK:

MORPHE COSMETICS, LTD.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

BUYER:

AGREM BTY, LLC

By: _____
Name:
Title:

COMPANY:

FORMA BEAUTY BRANDS, LLC

DocuSigned by:
By: Stephen Marotta
7E1F96C6E3634AD...
Name: Stephen Marotta
Title: Chief Restructuring Officer

MORPHE:

MORPHE, LLC

DocuSigned by:
By: Stephen Marotta
7E1F96C6E3634AD...
Name: Stephen Marotta
Title: Chief Restructuring Officer

MORPHE UK:

MORPHE COSMETICS, LTD.

By: _____
Name: Simon Cowell
Title: Director

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

BUYER:

AGREM BTY, LLC

By: _____
Name:
Title:

COMPANY:

FORMA BEAUTY BRANDS, LLC

By: _____
Name: Stephen Marotta
Title: Chief Restructuring Officer

MORPHE:

MORPHE, LLC

By: _____
Name: Stephen Marotta
Title: Chief Restructuring Officer

MORPHE UK:

MORPHE COSMETICS, LTD.

By: _____
Name: Simon Cowell
Title: Director

SCHEDULE I

CERTAIN DEFINED TERMS

"Accounts Payable" means the Liabilities of the Company Parties to trade creditors arising out of or relating to the Business, the R.E.M. Agreements or the Transferred Assets, but only to the extent that the incurrence or existence of any such Liability does not constitute a Breach or failure of, or a default under, any representation, warranty, covenant or other provision of this Agreement.

"Accounts Receivable" means (a) all trade accounts receivable and other rights to payment from customers of the Company Parties and the full benefit of all security for such accounts or rights to payment, including all trade accounts receivable representing amounts receivable in respect of goods shipped or products sold or support or maintenance services rendered to customers of the Company Parties, (b) all other accounts or notes receivable of the Company Parties and the full benefit of all security for such accounts or notes and (c) any claim, remedy or other right related to any of the foregoing, in each case, arising exclusively from the Business, the R.E.M. Agreements or the Transferred Assets as of immediately prior to the Closing (and inclusive, for the avoidance of doubt, any Inventory which is shipped or being shipped subject to a binding Retail Customer Purchase Order prior to the Closing).

"Affiliate" means, with respect to any Person, a Person that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with the first-mentioned Person. For the purposes of this definition, "control," including the terms "controlled by" and "under common control with," means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, as trustee or executor, as general partner, member or managing member (or equivalent), by Contract or otherwise, including the ownership, directly or indirectly, of securities having the power to elect a majority of the board of directors or similar body governing the affairs of such Person.

"Alternative Transaction" means a transaction or series of transactions involving a sale, transfer or other disposition of all or any material portion of the Transferred Assets to another purchaser or purchasers other than the Buyer.

"Artist Persona" means AG's approved name, approved image, approved likeness, approved voice, approved portrait, approved photograph, approved signature, and approved professional biographical details; provided that Artist Persona shall specifically exclude any and all rights in and to any of AG's musical performances, master recordings and musical compositions (including, without limitation, any lyrics).

"Assignment and Assumption Agreement" means that certain Assignment and Assumption Agreement, by and between Buyer and the Company Parties, evidencing the assignment of all of the Transferred Assets, which assignment shall also contain Buyer's

undertaking and assumption of the Assumed Liabilities, substantially in the form attached hereto as Exhibit B-1.

"Avoidance Actions" means any and all claims and causes of action of a Company Party arising under the Bankruptcy Code, including, without limitation, Sections 544, 545, 547, 548, 549 and 550 thereof and any analogous state-law claims.

"Bankruptcy Code" means Title 11 of the United States Code, 11 U.S.C. § 101 et seq. (including the rules promulgated thereunder).

"Bidding Procedures" means the procedures for the solicitation and submission of bids and conducting an auction with respect to the acquisition of the assets to be purchased pursuant to the FB Acquisition Agreement approved by the Bankruptcy Court.

"Bill of Sale" means that certain Bill of Sale for all of the Transferred Assets that are Tangible Personal Property, executed by the Company Parties and the Buyer, substantially in the form attached hereto as Exhibit A.

"Books and Records" means all files, documents, instruments, papers, books and records, condition (financial or other), prospects, or results of operations of the Company Parties, in each case, owned by the Company Parties arising out of or related to the Business, the R.E.M. Agreements or the Transferred Assets, including, without limitation, to the extent transferable under applicable Law, any books, records and files relating to customers, manufacturers and suppliers of the Company Parties, operating data, business and marketing plans, electronic files and programs, retrieval programs, budgets, pricing guidelines, ledgers, minute books, journals, deeds, regulatory filings, warranties, guaranties, bills of sale, licenses from a Governmental Body, customer and supplier lists, copies of financial and accounting records, credit records, correspondence and other similar documents and records used in or related to the Transferred Assets.

"Breach" means any breach of, or any inaccuracy in, any representation or warranty or any breach or default of, failure to perform or comply with, or improper performance of, any covenant or obligation, in or of this Agreement or any other Contract, or any event which with the passing of time or the giving of notice, or both, could reasonably be expected to constitute such a breach, inaccuracy or failure.

"Business Day" means any day other than (a) Saturday or Sunday or (b) any other day on which banks in the State of California are permitted or required to be closed.

"Buyer's Group" means, collectively, the Buyer and any non-U.S. Subsidiary of the Buyer formed prior to Closing.

"Categories" means each of the following: (a) color cosmetics, (b) skin and body care, (c) hair care, and (d) any related tools and accessories related to any of the foregoing; but excluding Fragrance Products.

"Closing Date" means the date on which the Closing actually takes place.

"COBRA" means the Consolidated Omnibus Budget Reconciliation Act of 1985

"Code" means the Internal Revenue Code of 1986, as amended.

"Company Pre-Existing IP" has the meaning set forth in the License Agreement.

"Confidential Information" means any and all of the following information of the Business in any form, whether in writing, orally, electronically or otherwise:

(a) all information that is a trade secret under applicable trade secret or other Law;

(b) all information concerning product specifications, data, know-how, formulae, compositions, processes, designs, sketches, photographs, graphs, drawings, samples, inventions and ideas, past, current and planned research and development, current and planned manufacturing or distribution methods and processes, customer lists, current and anticipated customer requirements, price lists, market studies, business plans, computer hardware, software and computer software and database technologies, systems, structures and architectures;

(c) all information concerning the business and affairs of the Company Parties (which includes historical and current financial information, financial projections and budgets, Tax Returns and accountants' materials, historical, current and projected sales, capital spending budgets and plans, business plans, strategic plans, marketing and advertising plans, publications, client and customer lists and files, contracts, the names and backgrounds of key personnel and personnel training techniques and materials, however documented), and all information obtained from review of the Company Parties' documents or property or discussions with the Company Parties regardless of the form of the communication; and

(d) all notes, analyses, compilations, studies, summaries and other material prepared by the Buyer to the extent containing or based, in whole or in part, upon any information included in the foregoing.

"Consent" means any approval, consent, ratification, waiver or other authorization.

"Contemplated Transactions" means all of the transactions contemplated by this Agreement and each exhibit hereto.

"Contract" means any agreement, contract, lease, purchase or sales order, consensual obligation, commitment, promise, undertaking or similar arrangement evidencing or creating any obligation (whether written or oral and whether express or implied), whether or not legally binding.

"Cure Costs" means, with respect to the Transferred Contracts, all amounts required to be paid or otherwise satisfied pursuant to the Bankruptcy Code in order to cure any monetary defaults under such Transferred Contracts at the time of the assumption thereof by and assignment to Buyer as provided hereunder and to otherwise satisfy all requirements imposed by Section 365

of the Bankruptcy Code in order to effectuate, pursuant to the Bankruptcy Code, the assumption by a Company Party and assignment to Buyer of such Contract.

"Data" means all data owned by the Company Parties, including without limitation, to the extent transferable under applicable Law, client, customer, manufacturer, vendor and supplier lists, historical communications, research and development reports and records, production reports and records, personnel lists, financial and accounting records, studies and analysis, and other similar documents and records.

"DIP Facility" means the debtor-in-possession financing facility under that certain Superpriority Secured Debtor-in-Possession Credit Agreement, dated on January 13, 2023, by and among Morphe LLC, as the borrower, the guarantors parties thereto, Jefferies Finance, LLC, as agent, and the lenders party thereto.

"DIP Lenders" means lenders party to the DIP Facility.

"Disclosure Schedules" means the disclosure schedules delivered by the Company to Buyer concurrently with the execution and delivery of this Agreement.

"Domain Name Assignment" means that certain Domain Name Assignment, by and between the Buyer and the Company Parties, evidencing the assignment of all domain names and social media accounts included in the Transferred Intangibles, substantially in the form attached hereto as Exhibit C-2.

"Encumbrance" means any charge, claim, community or other marital property interest, condition, equitable interest, lien, option, pledge, security interest, mortgage, pledge, option, conditional sales contract, title defect, right of way, easement, encroachment, servitude, right of first option, right of first refusal or similar restriction, including any restriction on use, voting (in the case of any security or equity interest), transfer, receipt of income or exercise of any other attribute of ownership, and any other restriction of every kind; provided that, for clarity, "Encumbrance" excludes non-exclusive licenses of Intangibles granted to customers, distributors, suppliers, and service providers in the Ordinary Course of Business.

"Endorsement Work" has the meaning set forth in the Endorsement Agreement.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"Excess Products" means the Licensed Products manufactured, in process or on order during the term of the License Agreement (as renewed in accordance therewith) that the Company has not sold by the expiration or earlier termination of the License Agreement.

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"FB Acquisition Agreement" means that certain Asset Purchase Agreement by and among FB Acquisition LLC, FB Debt Financing Guarantor, LLC, Forma Brands, LLC, Morphe

LLC, the Company, Seemo, LLC, Jaclyn Cosmetics Holdings, LLC, Jaclyn Cosmetics LLC, Such Good Everything, LLC and Playa Products, Inc. entered into on January 12, 2023.

"First Lien Credit Agreement" means that certain First Lien Credit Agreement dated as of August 16, 2019 among Morphe Debt Financing Guarantor, LLC, Morphe Financing Sub, LLC, Jefferies Finance LLC, as the Administrative Agent, Collateral Agent, Swingline Lender, a Letter of Credit Issuer and a Lender, Jefferies Finance LLC, as Lead Arranger and Bookrunner and the lender parties thereto (as amended or modified and in effect from time to time in accordance with the terms thereof).

"First Lien Intercreditor Agreement" means that certain First Lien Intercreditor Agreement dated as of January 7, 2022 among FB Debt Financing Guarantor, LLC, Morphe, LLC, Jefferies Finance, LLC, as Credit Agreement Collateral Agent and Authority Representative for the Credit Agreement Secured Parties, FB Intermediate Holdings, LLC, as Initial Additional Authorized Representative and Initial Additional First Lien Collateral Agent and the other grantors and authorized representatives party thereto (as amended or modified and in effect from time to time in accordance with the terms thereof).

"First Lien Obligations" has the meaning ascribed to such term in the First Lien Intercreditor Agreement.

"Final Order" means a final order of the Bankruptcy Court, which shall be in full force and effect and not stayed, and as to which no appeal, petition for certiorari or other proceeding for reconsideration has been timely filed, or if timely filed, such appeal, petition for certiorari or motion to reconsider has been dismissed or denied with no further appeal and the time for filing such appeal has passed, and such order shall not be reversed, vacated, amended, supplemented, or otherwise modified, in each case, without the prior written consent of the Company Parties or the Buyer, each as applicable.

"Fragrance Products" means fragrance products, including, without limitation, fragrance ancillary products such as scented body lotions, bath or shower gels, body scrubs, body powders, body soufflés, body mists, Eau de cologne, Eau de parfum, Eau de toilette, fragranced body care preparations and perfume (but specifically excluding cosmetics).

"GAAP" means generally accepted accounting principles for financial reporting in the United States.

"Governing Documents" means with respect to any particular entity, (a) if a corporation, the articles or certificate of incorporation and the bylaws; (b) if a general partnership, the partnership agreement and any statement of partnership; (c) if a limited partnership, the limited partnership agreement and the certificate of limited partnership; (d) if a limited liability company, the articles of organization and operating agreement; (e) if another type of Person, any other charter or similar document adopted or filed in connection with the creation, formation or organization of the Person; (f) all equityholders' agreements, voting agreements, voting trust agreements, joint venture agreements, registration rights agreements or other agreements or documents relating to the organization, management or operation of any Person or relating to the rights, duties and

obligations of the equityholders of any Person; and (g) any amendment or supplement to any of the foregoing.

"Governmental Authorization" means any Consent, license, registration or permit issued, granted, given or otherwise made available by or under the authority of any Governmental Body or pursuant to any Law; provided that "Governmental Authorization" expressly excludes registrations and applications of trademarks, copyrights, patents, industrial designs, domain names, and other intellectual property.

"Governmental Body" means any (a) nation, state, county, city, town, borough, village, district or other jurisdiction; (b) federal, state, local, municipal, foreign or other government; (c) governmental or quasi-governmental authority of any nature (including any agency, branch, department, board, commission, court, tribunal or other entity exercising governmental or quasi-governmental powers) (including, for the avoidance of doubt, the Bankruptcy Court); (d) multinational organization or body; (e) body exercising, or entitled or purporting to exercise, any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power; or (f) official of any of the foregoing.

"Indebtedness" of any Person means, without duplication, (a) obligations for borrowed money, (b) obligations evidenced by notes, bonds, debentures or similar instruments and (c) letters of credit issued for the account of such Person or an affiliate thereof, and all obligations of such Person relating thereto.

"Intangible" means, with respect to the Business, the R.E.M. Agreements, the New Business Activities and the Transferred Assets, any or all of the following and all rights in, arising out of, or associated therewith, including the right to sue for past, present, and future infringement: (a) all names, corporate names, domain names, fictitious names, trademarks, trademark applications, service marks, service mark applications, trade names, trade dress, brand names, product names, and slogans throughout the world and any and all goodwill associated therewith or symbolized thereby; (b) all inventions (whether patentable or not), invention disclosures, improvements, trade secrets, processes, formulations, know-how (including technical or manufacturing know-how), product rights, and technology; (c) all United States, international and foreign patents, and patent applications and all reissues, divisions, renewals, extensions, provisionals, continuations and continuations-in-part thereof; (d) all copyrights, copyrightable works, copyright registrations and applications therefore, and all other rights corresponding thereto throughout the world; (e) all websites, and all designs related thereto; (f) all moral rights of authors and inventors, however denominated throughout the world; and (g) any similar or equivalent rights to any of the foregoing anywhere in the world.

"Inventories" means, collectively, all inventories of the Licensed Products and Excess Products, wherever located, including all finished goods and products, Licensed Product Work-in-Progress, packaging, labelling, raw materials, components, parts, accessories, tote, corrugate, shippers, displays, testers, samples, collateral material and gifts with purchase, and all other materials and supplies to be used or consumed by the Company Parties in the production of finished Licensed Products and Excess Products, each, to the extent exclusively used by or held for use in the Business.

"IP Rights Assignment" means that certain IP Rights Assignment, by and among the Buyer and the Company Parties, confirming the assignment of Intangibles included in the Transferred Assets, substantially in the form attached hereto as Exhibit C-1.

"IRS" means the United States Internal Revenue Service and, to the extent relevant, the United States Department of the Treasury.

"Knowledge of the Company" or any similar phrase means, with respect to any fact or matter, the actual knowledge after reasonable investigation of Simon Cowell, Alan Leavitt, Steve Marotta and Pete Collins.

"Law" means any law, statute, rule, regulation, ordinance and other pronouncement having the effect of law of the United States, any foreign country or any domestic or foreign state, county, city or other political subdivision or of any Governmental Body.

"Liability" means with respect to any Person, all Indebtedness, liabilities or other obligation of such Person of any kind, character or description, whether known or unknown, absolute or contingent, accrued or unaccrued, disputed or undisputed, liquidated or unliquidated, secured or unsecured, joint or several, due or to become due, vested or unvested, executory, determined, determinable or otherwise, and whether or not the same is required to be accrued on the financial statements of such Person.

"Licensed Categories" means (a) all Categories, and (b) any Expanded Product Categories (as defined in the License Agreement) that were mutually agreed by IPCo and the Company pursuant to Section 2.2(b) of the License Agreement.

"Licensed Products" means any products in the Licensed Categories that are branded under the Licensed Property, including all related components, cases, cartons or packaging into which such products may be placed for transport, shipping, display or delivery to consumers.

"Licensed Product Work-in-Progress" means all Licensed Product work-in-progress, in a condition acceptable to be used in the creation of finished products to be sold to a reasonable retailer in the ordinary course of its business, together with all components, tools, molds, equipment, drawings, materials and other tangible items used and owned by the Company Parties exclusively in connection with the creation of Licensed Product work-in-progress.

"Licensed Property" means collectively, the R.E.M. Beauty IP and any New Product IP that became or should have become Licensed Property under the License Agreement pursuant to Section 2.5 of the License Agreement.

"Material Adverse Effect" means any event, occurrence, fact, condition, development or change (each, a "Change") that, individually or in the aggregate with other such Changes, (a) prevents, materially delays, or materially impairs the ability of the Company Parties to consummate the Contemplated Transactions, or would reasonably be expected to do so, or (b) has, or would reasonably be expected to have, individually or in the aggregate, a material adverse

effect on the business, assets, liabilities, condition (financial or otherwise) or operating results of the Business, the Transferred Assets and/or the Assumed Liabilities, taken as a whole, or except, in the case of this clause (b), to the extent resulting from or arising in connection with (i) the filing of the Bankruptcy Cases or operating in bankruptcy; (ii) the pendency or consummation of the Contemplated Transactions or the public announcement thereof (including the impact thereof on the relationships, contractual or otherwise, of the Company Parties with employees, labor unions, financing sources, customers, suppliers or partners); (iii) changes or conditions affecting the Business' industries generally in the geographic regions in which the Business operates; (iv) any changes or developments in domestic, foreign or global markets or domestic, foreign or global economic conditions generally, including (A) any changes or developments in or affecting the domestic or any foreign securities, equity, credit or financial markets and the industry in which the Business is engaged or (B) any changes or developments in or affecting domestic or any foreign interest or exchange rates and the industry in which the Business is engaged; (v) the outbreak or escalation of hostilities involving the United States, the declaration by the United States of a national emergency or war or the occurrence of any other calamity or crisis, including an act of terrorism; (vi) changes in Law or in GAAP or interpretations thereof; (vii) changes or developments in the business conditions or regulatory conditions affecting the industries in which the Business operates; (viii) the failure to meet any projections guidance, budgets, forecasts or estimates; (ix) any action taken or omitted to be taken by a Company Party at the written request of Buyer or that is not prohibited by this Agreement; (x) any Proceeding threatened, made or brought against a Company Party for breach of a Material Contract in connection with the collection of payment due thereunder (whether alone or with other claims) or any modification of credit, cash on delivery or similar terms of a Material Contract; (xi) changes arising in connection with any earthquake, flood, hurricane, tornado or other "act of God;" or (xii) any epidemic, pandemic, virus or disease outbreak (including, without limitation, COVID-19), state of emergency, public health crisis or other public health event or other epidemic event, except, in the case of the foregoing clauses (iii), (v) and (xi), to the extent such event, occurrence, fact, condition, development or change has a disproportionate effect on the business, assets, liabilities, condition (financial or otherwise) or operating results of the Business, the Transferred Assets and/or the Assumed Liabilities, taken as a whole, relative to other participants in the industries in which the Business operates.

"Materials" has the meaning set forth in the Endorsement Agreement.

"Mutual Release" shall mean that certain Release by and among IPCo, AGent, the Company and the Secured Lenders, substantially in the form attached hereto as Exhibit D.

"New Product IP" means the Product Design, Packaging Designs, Endorsement Work, customer data associated with the Business (which shall be subject to applicable law and privacy policies), and all of the R.E.M. Intellectual Property rights associated with a particular Licensed Product, regardless of whether the product ultimately went into production, and regardless of whether the product and the related R.E.M. Intellectual Property rights were developed, created or used by the Company, IPCo, or any of their respective Affiliates, employees, contractors, agents, partners, managers, or representatives, but in any event not including (i) any trademark rights that the License Agreement contemplates to be registered, including R.E.M. and

R.E.M. Beauty, nor any goodwill associated therewith, or (ii) Company Pre-Existing IP, the Artist Persona, or the Properties and Results.

"Norris 2 Lease" means that certain Standard Industrial/Commercial Multi-Tenant Lease – Gross, dated as of July 30, 2021, by and between Forma Brands, LLC and Harold Jabarian and Associates, LLC, relating to warehouse space located at 10220 Norris Avenue, Unit A, Pacoima, CA 91331.

"Open Source Software" means each of (a) any software that is distributed as free software, open source software (e.g., GNU General Public License, Apache Software License, MIT License), or pursuant to similar licensing and distribution models and (b) any software that requires as a condition of use, modification, hosting, and/or distribution of such software, or of other software used or developed with, incorporated into, derived from, or distributed with such software, that such software or other software (i) be disclosed or distributed in source code form; (ii) be licensed for the purpose of making derivative works; (iii) be redistributed, hosted or otherwise made available at no or minimal charge; or (iv) be licensed, sold or otherwise made available on terms that (A) limit in any manner the ability to charge license fees or otherwise seek compensation in connection with marketing, licensing or distribution of such software or other software or (B) grant the right to decompile, disassemble, reverse engineer or otherwise derive the source code or underlying structure of such software or other software.

"Order" means any order, injunction, judgment, decree, ruling, assessment or arbitration award of any Governmental Body or arbitrator.

"Ordinary Course of Business" means an action taken by a Person will be deemed to have been taken in the Ordinary Course of Business only if that action is consistent in nature, scope and magnitude with the past practices of such Person and is taken in the ordinary course of the normal, day-to-day operations of such Person, as of, in the case of the Company Parties or the Business, immediately prior to the Petition Date, but subject to any changes in the business, operations or custom or practice of the Company Parties to the extent required by the DIP Facility or as a result of other matters arising as a result of, or in connection with, Company Parties' status as filers under Chapter 11 of the Bankruptcy Code or any insolvency proceeding.

"Packaging Designs" means designs for the cases, cartons, packaging and components of the Licensed Products, including artwork, layout, color scheme, format, size, concepts, names, logos, slogans, branding, graphics and other design elements, and R.E.M. Intellectual Property rights therein.

"Party(ies)"has the meaning ascribed to it in the Preamble.

"Permitted Encumbrances" means (a) Encumbrances for Taxes and other governmental charges and assessments that are not yet due and payable or that are being contested in good faith and for which appropriate reserve have been made on the financial statements in accordance with GAAP; (b) Encumbrances of landlords, vendors, suppliers, contractors and liens of carriers, warehousemen, mechanics and materialmen; (c) Encumbrances to be released with the consent of the counterparty upon payment of amounts in respect of the Assumed Liabilities

(including Cure Costs); (d) Encumbrances to be released at or prior to Closing and (e) outbound non-exclusive license agreements granted in connection with any sponsorship, influencer and other marketing Contracts for the Business or to the Business's suppliers, vendors, customers, distributors, resellers and retailers and non-disclosure agreements entered into in the Ordinary Course of Business.

"Person" means an individual, partnership, corporation, business trust, limited liability company, limited liability partnership, joint stock company, trust, unincorporated association, joint venture or other entity or a Governmental Body.

"Personal Data" means any data or information relating to an identified or identifiable natural person; an "identifiable person" is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his or her physical, physiological, mental, economic, cultural or social identity, including unique device or browser identifiers, names, ages, addresses, telephone numbers, email addresses, social security numbers, passport numbers, alien registration numbers, medical history, employment history, and/or account information; and shall also mean "personal information", "personal health information" and "personal financial information" each as defined by applicable Laws relating to the collection, use, sharing, storage, and/or disclosure of information about an identifiable individual.

"Proceeding" means any action, arbitration, audit, hearing, investigation, bankruptcy proceeding, litigation or suit (whether civil, criminal, administrative, judicial or investigative, whether formal or informal, whether public or private) commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Body or arbitrator.

"Product Design" means, for any particular product, the materials, colors and shades, formulations, concepts, size and other design elements of such product.

"Product Recall" means any recall or market withdrawal of Licensed Product transferred to Buyer by the Company Parties pursuant to this Agreement, including, without limitation, any Licensed Product Work-in-Progress and any Licensed Product distributed using packaging or labels bearing the name or information of the Company or its Affiliates or Representatives post-Closing.

"Promotional Materials" means all marketing and promotional strategies, communications, press plans (and all media outlets used therein), media plans (including all types of media and all media outlets used therein), materials, campaigns, activations, promotional items, premiums, co-promotions, tie-ins, gifts with purchase, videos and all other advertising or promotional activities exclusively for the Licensed Products, including, without limitation, any and all gondolas, visual merchandise and other materials exclusively associated with the display or promotion of the Licensed Products.

"Properties and Results" means, collectively, all right, title and interest in and to the processes, performances and results of the services set forth on Exhibit A of the Endorsement Agreement that include the Artist Persona.

"Related Person" means:

With respect to a particular individual: (a) each other member of such individual's Family; (b) any Person that is directly or indirectly controlled by any one or more members of such individual's Family (defined below); (c) any Person in which members of such individual's Family hold (individually or in the aggregate) a Material Interest (defined below); and (d) any Person with respect to which one or more members of such individual's Family serves as a director, officer, partner, executor or trustee (or in a similar capacity).

With respect to a specified Person other than an individual: (a) any Person that directly or indirectly controls, is directly or indirectly controlled by or is directly or indirectly under common control with such specified Person; (b) any Person that holds a Material Interest in such specified Person; (c) each Person that serves as a director, officer, partner, executor or trustee of such specified Person (or in a similar capacity); (d) any Person in which such specified Person holds a Material Interest; and (e) any Person with respect to which such specified Person serves as a general partner or a trustee (or in a similar capacity).

For purposes of this definition, (a) "control" (including "controlling," "controlled by," and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise, and shall be construed as such term is used in the rules promulgated under the Securities Act of 1933, as amended; (b) the "Family" of an individual includes (i) the individual, (ii) the individual's spouse, (iii) any other natural person who is related to the individual or the individual's spouse within the second degree and (iv) any other natural person who resides with such individual; and (c) "Material Interest" means direct or indirect beneficial ownership (as defined in Rule 13d-3 under the Exchange Act) of voting securities or other voting interests representing at least ten percent (10%) of the outstanding voting power of a Person or equity securities or other equity interests representing at least ten percent (10%) of the outstanding equity securities or equity interests in a Person.

"Returns" means, collectively, all finished Licensed Products and Excess Products relating to the Inventories which are returned by customers prior to or following the Closing Date and which relate to sales made by the Company Parties prior to the Closing Date and, if returned prior to the Closing Date, are not part of the Inventory, or resold or destroyed directly by the Company Parties.

"R.E.M." means the trademark "R.E.M.", whether registered or unregistered, including any registrations which may be granted pursuant to such applications.

"R.E.M. Beauty" means the trademark "R.E.M. Beauty", whether registered or unregistered, including any registrations which may be granted pursuant to such applications.

"R.E.M. Beauty Brand" means R.E.M. Beauty, and to the extent incorporated therein, R.E.M., including all R.E.M. Intellectual Property rights therein.

"R.E.M. Beauty IP" means the R.E.M. Beauty Brand and all R.E.M. Intellectual Property rights associated with the R.E.M. Beauty Brand.

"R.E.M. Intellectual Property" means all intellectual property rights recognized in any jurisdiction, whether registered or unregistered, including (a) trademarks, service marks, trade names, taglines, company names, social media identifiers (such as a Twitter® Handle) and related accounts, brand names, logos and trade dress and all goodwill related to the foregoing, (b) domain names, Internet addresses and other computer identifiers, (c) copyrights, moral rights and other rights associated with works of authorship, (d) patents, patent rights, and other rights in inventions (including any divisions, continuations, continuations-in-part, reissues, reexaminations and interferences thereof) and (e) trade secrets, know-how, inventions, processes, procedures, databases, confidential business information and other proprietary information and rights.

"Representative" means with respect to a particular Person, any director, officer, manager, employee, agent, consultant, advisor, accountant, financial advisor, legal counsel or other representative of that Person.

"Sale Order" means a Final Order of the Bankruptcy Court, to be issued by the Bankruptcy Court pursuant to sections 363 and 365 of the Bankruptcy Code and Bankruptcy Rule 9019 in a form and substance acceptable to Buyer and the Secured Lenders, (i) approving this Agreement and the Contemplated Transactions, (ii) approving the sale of the Transferred Assets to Buyer free and clear of all Encumbrances (other than Permitted Encumbrances) pursuant to section 363(f) of the Bankruptcy Code, on the terms and subject to the conditions set forth in this Agreement, (iii) approving the assumption and assignment to Buyer of the Transferred Contracts, in each case, on the terms and subject to the conditions set forth in this Agreement, (iv) approving the Mutual Release, (v) authorizing the distribution of the net cash proceeds of the Sale to the Agent under the First Lien Credit Agreement, and (vi) finding that (A) Buyer purchased the Transferred Assets for reasonably equivalent value, (B) the sale of the Transferred Assets was negotiated at arm's length, and (C) conditioned on Buyer's cooperation with the Company Parties in obtaining a good-faith finding, Buyer is a good faith purchaser entitled to the protections of section 363(m) of the Bankruptcy Code. Notwithstanding Bankruptcy Rule 6004(h), the effectiveness of the Sale Order shall not be stayed for 14 days after entry of the Sale Order on the docket and shall be effective and enforceable immediately upon entry.

"Schedule" means a part or section of the Disclosure Schedules.

"SEC" means the United States Securities and Exchange Commission.

"Secured Lenders" means the holders of First Lien Obligations and the DIP Lenders.

"Software" means any computer program, operating system, application, system, firmware or software of any nature, whether operational, active, under development or design, non-operational or inactive, including all object code, source code, comment code, algorithms, processes, formulae, interfaces, navigational devices, menu structures or arrangements, icons, operational instructions, scripts, commands, syntax, screen designs, reports, designs, concepts,

visual expressions, technical manuals, test scripts, user manuals and other documentation therefore, whether in machine-readable form, programming language or any other language or symbols, and whether stored, encoded, recorded or written on disk, tape, film, memory device, paper or other media of any nature and all data bases necessary or appropriate to operate any such computer program, operating system, applications system, firmware or software.

"Solvent" means, with respect to any Person, that (a) the sum of the assets, at a fair market valuation, of such Person and its Subsidiaries (on a consolidated basis) and of each of them (on a stand-alone basis) exceeds their respective Liabilities, (b) each of such Person and its Subsidiaries (on a consolidated basis) and each of them (on a stand-alone basis) has not incurred debts or other Liabilities beyond its ability to pay such debts and other Liabilities as such debts and other Liabilities mature or become due and (c) each of such Person and its Subsidiaries (on a consolidated basis) and each of them (on a stand-alone basis) does not have an unreasonably small amount of capital for the business in which it is engaged or will be engaged.

"Subsidiary" means with respect to any Person (the "Owner"), any corporation or other Person of which securities or other interests having the power to elect a majority of that corporation's or other Person's board of directors or similar governing body, or otherwise having the power to direct the business and policies of that corporation or other Person (other than securities or other interests having such power only upon the happening of a contingency that has not occurred), are held by the Owner or one or more of its Subsidiaries.

"Tangible Personal Property" means all machinery, equipment, tools, supplies, materials, fixtures, vehicles and other items of tangible personal property (other than Inventories or real property) of every kind owned by the Company Parties (wherever located), together, to the extent transferable, with any express or implied warranty by the manufacturers or sellers or lessors of any item or component part thereof and all maintenance records and other documents relating thereto.

"Tax" means any federal, state local or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, property, environmental, windfall profit, customs, vehicle, airplane, boat, vessel or other title or registration, capital stock, franchise, employees' income withholding, foreign or domestic withholding, social security, unemployment, disability, real property, personal property, sales, use, transfer, value added, alternative, add-on minimum and other tax of any kind whatsoever and any interest, penalty, addition or additional amount thereon imposed, assessed or collected by or under the authority of any Governmental Body.

"Tax Return" means any return (including any information return), report, statement, schedule, notice, form, declaration, claim for refund or other document or information filed with or submitted to, or required to be filed with or submitted to, any Governmental Body in connection with the determination, assessment, collection or payment of any Tax or in connection with the administration, implementation or enforcement of or compliance with any Law relating to any Tax, including any amendment thereto.

"Termination Agreement" means that certain Termination Agreement, by and among IPCo, AGent, AG, FBH and the Company, terminating the License Agreement, the Endorsement Agreement and the Inducement Letter, substantially in the form attached hereto as Exhibit E.

"Transaction Documents" means this Agreement, the Bill of Sale, the Assignment and Assumption Agreement, the Mutual Release, the IP Rights Assignment, the Domain Name Assignment and the Termination Agreement.

"WARN Act" means the Worker Adjustment and Retraining Notification Act of 1988, and any similar foreign, state or local Law.

"Willful Breach" means a material breach of, or failure to perform any of the covenants or other agreements contained in, this Agreement, that is a consequence of an act or failure to act by the breaching or non-performing Person with actual knowledge that such Person's act or failure to act would, or would be reasonably expected to, result in or constitute a breach of or failure of performance under this Agreement.