

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM313204

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Combe Incorporated		08/05/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	U.S. Bank National Association
Street Address:	214 N. Tyron Street
Internal Address:	26th Floor
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28202
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 80

Property Type	Number	Word Mark
Registration Number:	1855470	A LITTLE DAB'LL DO YA!
Serial Number:	86095146	AIR ACTIV
Registration Number:	0121027	AQUA VELVA
Registration Number:	2343852	AQUA VELVA
Registration Number:	2130278	AQUA VELVA
Registration Number:	2459899	AQUA VELVA ICE BLUE
Registration Number:	2427180	AQUA VELVA ICE SPORT
Registration Number:	4192032	AUTOSTOP
Serial Number:	85435131	BENZAL
Registration Number:	2290347	BRYLCREEM
Serial Number:	86017653	CHAMPIONS OF FACIAL HAIR
Registration Number:	2161529	CLASSIC ICE BLUE
Registration Number:	2190069	
Serial Number:	85422148	CONTROL GX
Serial Number:	85733007	CONTROLGX
Registration Number:	4492438	
Registration Number:	2912541	
Registration Number:	0695748	DENTURITE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	0997689	FORMULA 16
Registration Number:	4004797	GRAY TARGET TECHNOLOGY
Registration Number:	0997688	GRECIAN
Registration Number:	1402731	GRECIAN
Registration Number:	2517961	GRECIAN 5
Registration Number:	2743760	GRECIAN COLOR CONTROL
Registration Number:	1820922	GRECIAN FORMULA 16
Registration Number:	1840231	
Registration Number:	1816579	GRECIAN PLUS
Registration Number:	3060788	ICE BALM
Registration Number:	3578339	ICE BLUE
Registration Number:	0935779	ICE BLUE
Registration Number:	2449351	ICE BLUE
Registration Number:	2093347	ICE SPORT
Registration Number:	2427176	ICE SPORT
Registration Number:	2153511	ICE SPORT
Registration Number:	2178871	JUST 5
Registration Number:	1508758	JUST FOR MEN
Registration Number:	3870671	JUST FOR MEN
Registration Number:	3815533	JUST FOR MEN
Registration Number:	4401531	JUST FOR MEN
Registration Number:	3870673	JUST FOR MEN
Registration Number:	4192033	JUST FOR MEN AUTOSTOP
Registration Number:	4348074	JUST FOR MEN AUTOSTOP
Serial Number:	77754856	JUST FOR MEN READERS WHEN COMFORT COUNTS
Registration Number:	4388630	LACTOPREBIOTIC
Registration Number:	3098622	LECTRIC SHAVE
Registration Number:	0373714	LECTRIC SHAVE
Registration Number:	3100775	LECTRIC SMOOTH
Registration Number:	1594798	
Registration Number:	3826280	LIVE FORWARD
Registration Number:	3669700	MUSTACHE & BEARD JUST FOR MEN
Registration Number:	2912571	MUG
Registration Number:	2376055	NATURAL HARMONY
Registration Number:	2541669	POWER HOLD
Serial Number:	86095228	PROHYDRATE
Registration Number:	2972085	SEA-BOND
Registration Number:	1828022	SEA-BOND
Registration Number:	2738114	SEA-BOND

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2435815	SO NATURAL NO ONE CAN TELL
Serial Number:	85584801	THE EXPERT IN INTIMATE SKIN
Registration Number:	3431704	THERE'S SOMETHING ABOUT AN AQUA VELVA MA
Registration Number:	3412288	TOUCH OF GRAY
Registration Number:	2977462	TRY-OUT FROM JUST FOR MEN BRAND RINSE OU
Registration Number:	3737282	V
Registration Number:	4343844	
Registration Number:	4343995	VAGISIL
Registration Number:	2971826	VAGISIL
Registration Number:	4205458	VAGISIL
Registration Number:	1104172	VAGISIL
Registration Number:	4073832	VAGISIL
Registration Number:	3285997	VAGISIL
Registration Number:	1424503	VAGISIL
Serial Number:	77726133	VAGISIL
Registration Number:	3696951	VAGISIL SATIN
Registration Number:	2552376	VAGISIL WOMEN'S HEALTH CENTER
Serial Number:	85825924	V-HYDRATION
Registration Number:	0095276	WILLIAMS
Registration Number:	1910686	WILLIAMS
Registration Number:	0269143	WILLIAMS
Registration Number:	1918673	WILLIAMS
Registration Number:	4534510	WILLIAMS LECTRIC SHAVE

CORRESPONDENCE DATA

Fax Number: 6175024041

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 6172484041

Email: rconnors@choate.com

Correspondent Name: Rachel Connors

Address Line 1: Two International Place

Address Line 2: Choate, Hall & Stewart LLP

Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER: Rachel Connors

SIGNATURE: /rsc/

DATE SIGNED: 08/06/2014

Total Attachments: 10

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GRANT OF
SECOND LIEN SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECOND LIEN SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), effective as of August 5, 2014 is made by Combe Incorporated, a Delaware corporation, with an address at 1101 Westchester Avenue, White Plains, NY 10604 (the “Grantor”), in favor of U.S. Bank National Association, with an address at 214 N. Tryon Street, 26th Floor, Charlotte, NC 28202, as administrative agent (in such capacity, the “Administrative Agent”) for the Lenders parties to the Second Lien Credit Agreement, dated as of August 5, 2014 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Combe Incorporated (the “Borrower”), the several banks and other financial institutions or entities from time to time parties thereto (the “Lenders”) and the Administrative Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Second Lien Guarantee and Collateral Agreement, dated as of August 5, 2014, in favor of the Administrative Agent for the ratable benefit of the Secured Parties (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Guarantee and Collateral Agreement”);

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor pledged and granted to the Administrative Agent for the ratable benefit of the Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks of such Grantor; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees, for the benefit of the Administrative Agent and the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement, as applicable.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a security interest in all of the Grantor’s right, title and interest in and to the Trademarks

(including, without limitation, those items listed on Schedule A hereto, but excluding any Trademarks that are Excluded Collateral) of such Grantor to the Administrative Agent for the ratable benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations.

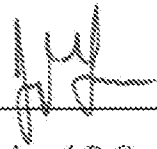
SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

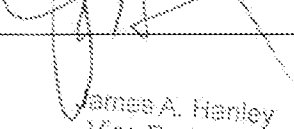
COMBE INCORPORATED

By: _____

Name: Joseph P. Gusmano
Title: Chief Financial Officer

{Signature Page to Combe Incorporated Trademark Security Agreement (Second Lien)}

U.S. BANK NATIONAL ASSOCIATION,
as Administrative Agent for the Secured Parties

By: 
Name: _____
Title: James A. Hanley
Vice President

[Signature Page to Second Lien Trademark Security Agreement]

SCHEDULE A

U.S. Trademark Registrations and Applications

See Attached

Active US Trademark Report

Combe Incorporated

Active Trademark
United States

Owner	Trademark	Class	Reg. #	Filed	Serial #	Issued	Expires
Combe Incorporated	A LITTLE DABILL DO YA!	3	1855470	6/8/1993	74-398,993	9/27/1994	9/27/2024
Combe Incorporated	AIR ACTIV	3	Pending	10/18/2013	86-095146		
Combe Incorporated	AQUA VELVA	3	121,027	11/9/1917	71-107,273	3/19/1918	3/19/2018
Combe Incorporated	AQUA VELVA	3	2,343,852	1/22/1996	75-046,419	4/18/2000	4/18/2020
Combe Incorporated	AQUA VELVA and Design (Logo)	3	2,130,278	12/10/1996	75-211,002	1/20/1998	1/20/2018
Combe Incorporated	AQUA VELVA ICE BLUE	3	2,459,899	4/2/1996	75-082,390	6/12/2001	6/12/2021
Combe Incorporated	AQUA VELVA ICE SPORT	3	2427180	4/2/1996	75-082,383	2/6/2002	2/6/2021
Combe Incorporated	AUTOSTOP	3	4192032	7/16/2010	85-086367	8/14/2012	8/14/2022
Combe Incorporated	BENZAL	5	Pending	9/29/2011	85435131		
Combe Incorporated	BRYLCREEM	3	2,290,347	2/5/1996	75-053,324	11/2/1999	11/2/2019
Combe Incorporated	CHAMPIONS OF FACIAL HAIR	3	pending	7/23/2013	86017653		
Combe Incorporated	CLASSIC ICE BLUE and Design (Logo)	3	2,161,529	12/10/1996	75-211,000	6/2/1998	6/2/2018
Combe Incorporated	CLASSIC ICE BLUE Bottle Design (Logo)	3	2,190,069	12/27/1996	75-219,743	9/15/1998	9/15/2008
Combe Incorporated	CONTROL GX	3	Pending	9/14/2011	85-422148		
Combe Incorporated	CONTROLGX II 2012 (Logo)	3	Pending	9/19/2012	85-733007		
Combe Incorporated	CROSSED COMBS DESIGN (Logo)	3	4492438	2/27/2013	85-861716	3/4/2014	3/4/2024

TRADEMARK

REEL: 005338 FRAME: 0545

Combe Incorporated Cup Oval Design (Logo)	3	2912541	12/22/2003	76566694	12/21/2004	12/21/2024
Combe Incorporated DENTURITE	5	695748	8/12/1959	72-079424	4/5/1960	4/5/2020
Combe Incorporated FORMULA 16	3	997689	7/30/1973	72-464304	11/5/1974	11/5/2024
Combe Incorporated GRAY TARGET TECHNOLOGY	3	4004797	5/25/2010	85-046996	8/2/2011	8/2/2021
Combe Incorporated GRECIAN	3	997688	7/30/1973	72-464303	11/5/1974	11/5/2024
Combe Incorporated GRECIAN (Logo)	3	1402731	4/3/1985	73-530281	7/29/1986	7/29/2006
Combe Incorporated GRECIAN 5	3	2517961	12/28/1998	75-612745	12/11/2001	12/11/2021
Combe Incorporated GRECIAN COLOR CONTROL	3	2743760	7/11/2001	76-283436	7/29/2003	7/29/2013
Combe Incorporated GRECIAN FORMULA 16	3	1820922	10/8/1992	74-320875	2/15/1994	2/15/2024
Combe Incorporated GRECIAN FORMULA 16 Bottle Configuration	3	1840231	10/8/1992	74-320925	6/21/1994	6/21/2014
Combe Incorporated GRECIAN PLUS	3	1816579	10/8/1992	74-320918	1/18/1994	1/18/2024
Combe Incorporated ICE BALM	3	3,060,788	7/30/2004	76-604908	2/21/2006	2/21/2016
Combe Incorporated ICE BLUE	3	3,578,339	12/7/2007	76-684,809	2/24/2009	2/24/2019
Combe Incorporated ICE BLUE	3	935,779	4/10/1970	72-356,466	6/13/1972	6/13/2022
Combe Incorporated ICE BLUE	3	2,449,351	1/22/1996	75-046,416	5/8/2001	5/8/2011
Combe Incorporated ICE SPORT	3	2,093,347	9/9/1993	74-434,160	9/2/1997	9/2/2017
Combe Incorporated ICE SPORT	3	2427176	1/22/1996	75-046,417	2/6/2001	2/6/2021
Combe Incorporated ICE SPORT and Design (Logo)	3	2,153,511	12/10/1996	75-211,001	4/28/1998	4/28/2018
Combe Incorporated JUST 5	5	2178871	10/5/1995	75-001876	8/4/1998	8/4/2018
Combe Incorporated JUST FOR MEN	3	1508758	12/15/1986	73-635511	10/18/1988	10/18/2018
Combe Incorporated JUST FOR MEN	3	3870671	4/26/2010	85-022757	11/2/2010	11/2/2020
Combe Incorporated JUST FOR MEN	3	3815533	4/30/2009	77-725841	7/6/2010	7/6/2020
Combe Incorporated JUST FOR MEN & 4 Curves Rectangle design 2012 (Logo)	3	4401531	8/22/2012	85-709729	9/10/2013	9/10/2023
Combe Incorporated JUST FOR MEN & 4 Curves Rectangle design II (Logo)	3	3870673	4/26/2010	85-022868	11/2/2010	11/2/2020

Combe Incorporated	JUST FOR MEN AUTOSTOP	3	4192033	7/16/2010	85-086462	8/14/2012	8/14/2022
Combe Incorporated	JUST FOR MEN AUTOSTOP & 4 Curves Rectangle Design 2012 (Logo)	3	4348074	7/11/2012	85-673733	6/4/2013	6/4/2023
Combe Incorporated	JUST FOR MEN READERS WHEN COMFORT COUNTS FOR HIM (Logo)	9	Opposition	6/8/2009	77-754856		
Combe Incorporated	JUST FOR MEN Robert C. Bohannon	35	Watch				
Combe Incorporated	JUST FOR MEN v. JUST FOR HAIRCOLOR, FRIZZ, EXTENSIONS, SILKY HAIR, TANGLES, VOLUME	3	Opposition				
Combe Incorporated	LACTOPREBIOTIC	1	4388630	7/25/2011	85-379852	8/20/2013	8/20/2023
Combe Incorporated	LECTRIC SHAVE & Lightning Design (Logo)	3	3,098,622	6/17/2004	76-597708	5/30/2006	5/30/2016
Combe Incorporated	LECTRIC SHAVE BLOCK LETTERING	3	373,714	6/12/1939	420,438	12/19/1939	12/19/2019
Combe Incorporated	LECTRIC SMOOTH	3	3,100,775	6/29/2005	78-660,664	6/6/2006	6/6/2016
Combe Incorporated	LIGHTENING BOLT Design (Logo)	3	1,594,798	4/11/1988	73-721,930	5/8/1990	5/8/2010
Combe Incorporated	LIVE FORWARD	3	3826280	6/24/2009	77-767261	7/27/2010	7/27/2020
Combe Incorporated	Moustache & Beard JUST FOR MEN & 4 Curves Rectangle Design (Logo)	3	3669700	3/6/2008	76-687420	8/18/2009	8/19/2019
Combe Incorporated	MUG	3	2,912,571	1/2/2004	76-568,043	12/21/2004	12/21/2024
Combe Incorporated	NATURAL HARMONY	5	2376055	10/27/1998	75-577308	8/8/2000	8/8/2010
Combe Incorporated	POWER HOLD	3	2,541,669	6/19/2000	76-073,527	2/19/2002	2/19/2022
Combe Incorporated	PROHYDRATE	3, 5, 10	Pending	10/18/2013	86-095228		
Combe Incorporated	Sea-Bond	5	2972085	8/4/2003	76-534627	7/19/2005	7/19/2015
Combe Incorporated	SEA-BOND	5	1828022	7/12/1993	74-411305	3/29/1994	3/29/2024
Combe Incorporated	SEA-BOND	10/21	2738114	6/4/2001	76-265827	7/15/2003	7/15/2013
Combe Incorporated	SO NATURAL NO ONE CAN TELL	3	2435815	4/12/1999	75-679762	3/13/2001	3/13/2011
Combe Incorporated	THE EXPERT IN INTIMATE SKIN	3, 5, 10	Pending	3/30/2012	85-584801		
Combe Incorporated	THERE'S SOMETHING ABOUT AN AQUA VELVA MAN	3	3431704	1/25/2005	76-629319	5/20/2008	5/20/2018

Combe Incorporated TOUCH OF GRAY	3	3412288	12/20/2006	77-068600	4/15/2008	4/15/2018
Combe Incorporated TRY-OUT from JUST FOR MEN BRAND RINSE OUT HAIRCOLOR SAMPLE w.marquee design (Logo)	3	2977462	6/16/2003	76-522817	7/26/2005	7/26/2015
Combe Incorporated V Design 2008 Voosch (Logo)	3, 5, 10, 42	3737282	3/20/2008	76-687903	1/12/2010	1/12/202
Combe Incorporated v logo vs Veritas Opposition	3,5,10, 42-45	Opposition				
Combe Incorporated V thin design 2012 Logo	3, 5, 10	4343844	3/30/2012	85585005	5/28/2013	5/28/2023
Combe Incorporated V VAGISIL thin design 2012 (Logo)	3,5,10	4343995	5/11/2012	85-5622954	5/28/2013	5/28/2023
Combe Incorporated VAGISIL	5	2971826	4/14/2003	76-506165	7/19/2005	7/19/2011
Combe Incorporated VAGISIL	3	4205458	2/2/2012	85-532058	9/11/2012	9/11/2022
Combe Incorporated VAGISIL	5	1104172	4/3/1978	73-164746	10/17/1978	10/17/2018
Combe Incorporated VAGISIL	3	4073832	5/4/2011	85-311816	12/20/2011	12/20/2021
Combe Incorporated VAGISIL	10	3285997	4/3/2006	78-852682	8/28/2007	8/28/2017
Combe Incorporated VAGISIL	3	1424503	5/13/1985	73-536975	1/13/1987	1/13/2017
Combe Incorporated VAGISIL	3	Pending	4/30/2009	77-726133		
Combe Incorporated VAGISIL SATIN	5	3696951	11/5/2008	77-608036	10/13/2009	10/13/2019
Combe Incorporated VAGISIL vs VAGI SAN COMBE v WOLFF	3, 5	Opposition				
Combe Incorporated VAGISIL WOMEN'S HEALTH CENTER	42	2552376	3/8/2001	76-221145	3/26/2002	3/26/2012
Combe Incorporated VAGISIL V VAGISSAGE	10					
Combe Incorporated V-HYDRATION	3, 5	Pending	1/17/2013	85825924		
Combe Incorporated WILLIAMS	3	95276	9/20/1913	71-072,985	2/3/1914	2/3/2024
Combe Incorporated WILLIAMS	3	1910686	9/30/1993	74-442,521	8/8/1995	8/8/2015
Combe Incorporated WILLIAMS	3, 5	269143		71-290,864	3/25/1930	3/25/2020
Combe Incorporated WILLIAMS and Design (Logo)	3	1918673	12/8/1993	74-467,266	9/12/1995	9/12/2015
Combe Incorporated Williams Electric Shave & Triangle/Line Design 2013 (Logo)	3	4534510	2/8/2013	85-844935	5/20/2014	5/20/2024

