

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM332554

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MADAME C.J. WALKER ENTERPRISES, LLC		02/17/2015	LIMITED LIABILITY COMPANY: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	KEYBANK NATIONAL ASSOCIATION		
<b>Street Address:</b>	660 WHITE PLAINS ROAD		
<b>City:</b>	TARRYTOWN		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10591		
<b>Entity Type:</b>	ASSOCIATION: NEW YORK		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2300025	MADAME C. J. WALKER	
<b>Registration Number:</b>	1097133	MW MADAM C.J. WALKER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	2122383000		
<b>Email:</b>	ASHANNON@EMMETMARVIN.COM		
<b>Correspondent Name:</b>	ANNETTE SHANNON		
<b>Address Line 1:</b>	120 BROADWAY 32ND FLOOR		
<b>Address Line 2:</b>	C/O EMMET MARVIN & MARTIN LLP		
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10271		
<b>ATTORNEY DOCKET NUMBER:</b>	F154038		
<b>NAME OF SUBMITTER:</b>	ANNETTE SHANNON		
<b>SIGNATURE:</b>	/ANNETTE SHANNON/		
<b>DATE SIGNED:</b>	02/18/2015		
<b>Total Attachments: 4</b>			
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**GRANT OF SECURITY INTEREST (TRADEMARKS)**

Dated: February 17, 2015

The undersigned, **MADAME C.J. WALKER ENTERPRISES, LLC**, a New York limited liability company (the "Grantor"), is obligated to **KEYBANK NATIONAL ASSOCIATION** (the "Secured Party") under the Credit Agreement, dated as of February 17, 2015 (as it may be amended, restated, supplemented or otherwise modified from time to time), by and among the Grantor, Sundial Group LLC, Sundial Brands LLC and Sundial Creations LLC (collectively, the "Borrowers") and the Secured Party, and pursuant to which the Borrowers have entered into a certain Security Agreement, dated as of February 17, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among the Borrowers, certain affiliates of the Borrowers and the Secured Party.

Pursuant to the Security Agreement, the Grantor has granted to the Secured Party a security interest in and to all of the present and future right, title and interest of the Grantor in and to the trademarks listed on Schedule 1, which trademarks are registered in the United States Patent and Trademark Office (the "Trademarks"), together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (collectively, the "Collateral"), to secure the prompt payment, performance and observance of the Obligations (as defined in the Security Agreement).

For good and valuable consideration, the receipt of which is hereby acknowledged, and for the purpose of recording the grant of the security interest as aforesaid, the Grantor hereby further grants to the Secured Party a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

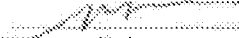
The Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Collateral made and granted hereby are set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Secured Party's address is: 660 White Plains Road, Tarrytown, New York 10591.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest (Trademarks) to be duly executed by its duly authorized officer as of the date first set forth above.

MADAME C.J. WALKER ENTERPRISES, LLC

By:   
Name: Nyema Tubman  
Title: President

Signature Page to Grant of Security Interest (Trademarks)

**TRADEMARK**  
**REEL: 005462 FRAME: 0137**

STATE OF NEW YORK }  
COUNTY OF SUFFOLK } ss.

On the 17 day of February in the year 2015 before me, the undersigned, personally appeared Nyema Tubman, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


*Carolyn A. Moncello*  
Notary Public

CAROLYN A. MONCELLO  
01406282456  
NOTARY PUBLIC STATE OF NEW YORK,  
SUFFOLK COUNTY

My Commission Expires:

5/28/17

Schedule 1  
to  
Grant of Security Interest (Trademarks)  
by MADAME C.J. WALKER ENTERPRISES, LLC  
Dated February 17, 2015

Reg. No.	Reg. Date	Word Mark	EXPIRATION DATE	RENEWAL DEADLINES
2300025	December 14, 1999	MADAME C. J. WALKER	Dec. 14, 2019	Dec. 14, 2019
1097133	July 25, 1978	MW MADAM C.J. WALKER 	July 25, 2018	July 25, 2018