

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM332553

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SUNDIAL BRANDS LLC		02/17/2015	LIMITED LIABILITY COMPANY: NEW YORK
RECEIVING PARTY DATA			
Name:	KEYBANK NATIONAL ASSOCIATION		
Street Address:	660 WHITE PLAINS ROAD		
City:	TARRYTOWN		
State/Country:	NEW YORK		
Postal Code:	10591		
Entity Type:	ASSOCIATION: NEW YORK		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	76712694	SUNDIAL CREATIONS	
Serial Number:	76712693	SUNDIAL BRANDS	
Serial Number:	76712691	SUNDIAL	
Registration Number:	4094893	SHEA MOISTURE	
Registration Number:	4085492	NUBIAN HERITAGE	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2122383000		
Email:	ASHANNON@EMMETMARVIN.COM		
Correspondent Name:	ANNETTE SHANNON		
Address Line 1:	120 BROADWAY 32ND FLOOR		
Address Line 2:	C/O EMMET MARVIN & MARTIN LLP		
Address Line 4:	NEW YORK, NEW YORK 10271		
ATTORNEY DOCKET NUMBER:	F154038		
NAME OF SUBMITTER:	ANNETTE SHANNON		
SIGNATURE:	/ANNETTE SHANNON/		
DATE SIGNED:	02/18/2015		

OP \$140.00 76712694

Total Attachments: 4

source=Trademark (Sundial Brands)#page2.tif

source=Trademark (Sundial Brands)#page3.tif

source=Trademark (Sundial Brands)#page4.tif

source=Trademark (Sundial Brands)#page5.tif

GRANT OF SECURITY INTEREST (TRADEMARKS)

Dated: February 17, 2015

The undersigned, **SUNDIAL BRANDS 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 Creations LLC and Madame C.J. Walker Enterprises, 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.

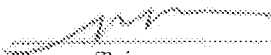
The Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Collateral made and granted hereby are set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully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

SUNDIAL BRANDS LLC

By: 
Name: Nyema Tubman
Title: President

STATE OF NEW YORK)
)
) ss:
COUNTY OF Suffolk)

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.





My Commission Expires:

5/26/17

Carolyn R. Maxwell
Notary Public
CAROLYN R. MAXWELL
014062892456
NOTARY PUBLIC STATE OF
NEW YORK,
SUFFOLK COUNTY

Schedule I
to
Grant of Security Interest (Trademarks)
by SUNDIAL BRANDS LLC
Dated February 17, 2015

I. United States of America trademarks

Trademark	Filing Date/ Registration Date	Application No./ Registration No.	Expiration Date	Renewal Deadline
SUNDIAL CREATIONS	10/22/2012	76712694	N/A	N/A
SUNDIAL BRANDS 	10/22/2012	76712693	N/A	N/A
SUNDIAL 	10/22/2012	76712691	N/A	N/A
SHEA MOISTURE 	02/07/2012	4094893	02/07/2022	Section 8 due 02/07/2016 Renewal due 02/07/2022
NUBIAN HERITAGE 	01/17/2012	4085492	01/17/2022	Section 8 due 01/17/2016 Renewal due 01/17/2022