

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM357476

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CONTINENTAL FRAGRANCES, LTD.		09/30/2015	CORPORATION: MICHIGAN

RECEIVING PARTY DATA

Name:	PNC BANK, NATIONAL ASSOCIATION
Street Address:	1900 EAST NINTH STREET
City:	CLEVELAND
State/Country:	OHIO
Postal Code:	44114
Entity Type:	NATIONAL ASSOCIATION: PENNSYLVANIA

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	3109381	FOR STYLES THAT DEFY GRAVITY
Registration Number:	3120082	GIGA. HOLD
Registration Number:	2809154	GIGA.HOLD
Registration Number:	3109379	HIGH BEAMS
Registration Number:	1440977	HIGH BEAMS
Registration Number:	3791155	I-MIX
Registration Number:	4306446	INFINITEASED
Registration Number:	4362991	INVISIBLE DRY SPRAY SHAMPOO
Registration Number:	3164909	M PROFESSIONAL
Registration Number:	4479061	PLAY IT BIG
Registration Number:	1767851	SALON GRAFIX
Registration Number:	4554289	SALON GRAFIX HEALTHY HAIR NUTRITION
Registration Number:	4554290	S G SALON GRAFIX HEALTH HAIR NUTRITION
Registration Number:	4239588	S-G
Registration Number:	1812676	STAT ONE
Serial Number:	86563250	GRAY BE GONE

CORRESPONDENCE DATA

TRADEMARK

Fax Number: 2165790212

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: (216) 586-7021

Email: dpuljic@jonesday.com

Correspondent Name: Daniel Puljic / JONES DAY

Address Line 1: 901 Lakeside Avenue

Address Line 2: North Point

Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER:	879047-620014
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NAME OF SUBMITTER:	Daniel Puljic
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SIGNATURE:	/Daniel Puljic/
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DATE SIGNED:	10/05/2015
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Total Attachments: 12

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PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

THIS PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (this "Agreement"), dated as of September 30, 2015, is entered into by and among Continental Fragrances, Ltd., a Michigan corporation (d/b/a "Salon Grafix"), and EACH OF THE OTHER PERSONS LISTED ON THE SIGNATURE PAGES HERETO (each, a "Pledgor" and collectively, the "Pledgors"), and PNC BANK, NATIONAL ASSOCIATION, as Administrative Agent for the Lenders referred to below (the "Administrative Agent").

WHEREAS, pursuant to that certain Second Amended and Restated Credit Agreement (as amended, restated, amended and restated, modified or supplemented from time to time, the "Credit Agreement") dated as of April 11, 2014 by and among the High Ridge Brands Co., a Delaware corporation, the Guarantors party thereto, the Lenders party thereto and PNC Bank, National Association, as Administrative Agent (all as defined in the Credit Agreement), the Administrative Agent and the Lenders have agreed to provide certain Loans and grant other financial accommodations to the Loan Parties (each as defined in the Credit Agreement), and the Pledgors have agreed, among other things, to grant a security interest to the Administrative Agent in certain patents, trademarks, copyrights and other property as security for such loans and other obligations as more fully described herein.

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. Defined Terms.

(a) Except as otherwise expressly provided herein, (i) capitalized terms used in this Agreement shall have the respective meanings assigned to them in the Credit Agreement, and (ii) the rules of construction set forth in Section 1.2 [Construction] of the Credit Agreement shall apply to this Agreement. Where applicable and except as otherwise expressly provided herein, terms used herein (whether or not capitalized) shall have the respective meanings assigned to them in the Uniform Commercial Code as enacted in the State of New York, as amended from time to time (the "Code").

(b) "Patents, Trademarks and Copyrights" shall mean and include all of each Pledgor's present and future right, title and interest in and to the following: all trade names, patent applications, patents, trademark applications, trademarks and copyrights, whether now owned or hereafter acquired by any Pledgor, including, without limitation, those listed on Schedule A hereto, including all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the goodwill of the business to which any of the patents, trademarks and copyrights relate.

(c) "Debt" shall mean and include the following: (i) all now existing and hereafter arising Indebtedness and Obligations of each and every Pledgor to the Administrative Agent, the Lenders or any of their respective Affiliates under the Credit Agreement or any of the other Loan

Documents, including all obligations, liabilities and indebtedness, whether for principal, interest, fees, expenses or otherwise, of each and every of the Pledgors to the Administrative Agent, the Lenders or any of their respective Affiliates, now existing or hereafter incurred under the Credit Agreement, the Notes, the Guaranty Agreement or any of the other Loan Documents as any of the same or any one or more of them may from time to time be amended, restated, modified, or supplemented, together with any and all extensions, renewals, refinancings and refundings thereof in whole or in part.

2. To secure the performance and Payment in Full of all Debt, each Pledgor hereby grants and conveys a security interest to the Administrative Agent in the entire right, title and interest of such Pledgor in and to all of its Patents, Trademarks and Copyrights.

3. Each Pledgor, jointly and severally, covenants and warrants that:

(a) the Patents, Trademarks and Copyrights are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) to the best of such Pledgor's knowledge, each of the Patents, Trademarks and Copyrights is valid and enforceable;

(c) except as set forth on Schedule B hereto, such Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of its Patents, Trademarks and Copyrights, free and clear of any liens, charges and encumbrances, including without limitation pledges, assignments, licenses, shop rights and covenants by such Pledgor not to sue third persons, other than Liens in favor of the Administrative Agent for the Lenders and the Administrative Agent and Liens granted pursuant to the Second Lien Term Loan Documents;

(d) such Pledgor has the corporate, limited liability company or partnership, as the case may be, power and authority to enter into this Agreement and perform its terms;

(e) no claim has been made to such Pledgor or, to the knowledge of such Pledgor, any other person that the use of any of the Patents, Trademarks and Copyrights does or may violate the rights of any third party;

(f) such Pledgor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Patents, Trademarks and Copyrights, except for those Patents, Trademarks and Copyrights that are hereafter allowed to lapse in accordance with Paragraph 11 hereof;

(g) such Pledgor will not change its state of incorporation, formation or organization, as applicable, without providing thirty (30) days' prior written notice to the Administrative Agent;

(h) such Pledgor will not change its name without providing thirty (30) days' prior written notice to the Administrative Agent; and

(i) except as permitted by the Credit Agreement, such Pledgor shall preserve its corporate existence and shall not (i) in one, or a series of related transactions, merge into or consolidate with any other entity, the survivor of which is not such Pledgor, or (ii) sell all or substantially all of its assets.

4. Each of the obligations of each Pledgor under this Agreement is joint and several. The Administrative Agent and the Lenders, or any of the them, may, in their sole discretion, elect to enforce this Agreement against any Pledgor without any duty or responsibility to pursue any other Pledgor and such an election by the Administrative Agent and the Lenders, or any of them, shall not be a defense to any action the Administrative Agent and the Lenders, or any of them, may elect to take against any Pledgor. Each of the Lenders and the Administrative Agent hereby reserve all right against each Pledgor.

5. Each Pledgor agrees that, until all of the Debt shall have been Paid in Full, it will not enter into any agreement (for example, a license agreement) that is inconsistent with such Pledgor's obligations under this Agreement without the Administrative Agent's prior written consent, which shall not be unreasonably withheld, except such Pledgor may license technology (i) to other Loan Parties and (ii) in the ordinary course of business to suppliers and customers to facilitate the manufacture and use of such Pledgor's products without the Administrative Agent's consent.

6. If, before the Debt shall have been Paid In Full, any Pledgor shall own any new trademarks or any new copyrightable or patentable inventions, or any patent application or patent for any reissue, division, continuation, renewal, extension or continuation in part of any Patent, Trademark or Copyright or any improvement on any Patent, Trademark or Copyright, the provisions of this Agreement shall automatically apply thereto and such Pledgor shall give to the Administrative Agent prompt notice in writing of any such future patents, patent applications, trademark applications, statements of use or use or other change in the status of any intent-to-use trademark applications, trademark registrations, copyright applications and copyright registrations. The Pledgors and the Administrative Agent agree to modify this Agreement by amending Schedule A to include any future patents, patent applications, trademark applications, statements of use or use or other change in the status of any intent-to-use trademark applications, trademark registrations and copyright registrations.

7. The Administrative Agent shall have, in addition to all other rights and remedies given it by this Agreement and those rights and remedies set forth in the Credit Agreement, those allowed by applicable Law and the rights and remedies of a secured party under the Code as enacted in any jurisdiction in which the Patents, Trademarks and Copyrights may be located and, without limiting the generality of the foregoing, if an Event of Default has occurred and is continuing, the Administrative Agent may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to any Pledgor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in a city that the Administrative Agent shall designate by notice to such Pledgor, in Pittsburgh, Pennsylvania or elsewhere, the whole or from time to time any part of the Patents, Trademarks and Copyrights, or any interest that such Pledgor may have therein and shall apply such proceeds as provided in Section 10.2.4 [Application of Proceeds] of the Credit

Agreement. Notice of any sale or other disposition of the Patents, Trademarks and Copyrights shall be given to the Pledgors at least ten (10) days before the time of any intended public or private sale or other disposition of the Patents, Trademarks and Copyrights is to be made, which each Pledgor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Administrative Agent may, to the extent permissible under applicable Law, purchase the whole or any part of the Patents, Trademarks and Copyrights sold, free from any right of redemption on the part of any Pledgor, which right is hereby waived and released.

8. If any Event of Default shall have occurred, each Pledgor hereby authorizes and empowers the Administrative Agent to make, constitute and appoint any officer or agent of the Administrative Agent, as the Administrative Agent may select in its exclusive discretion, as such Pledgor's true and lawful attorney-in-fact, with the power to endorse such Pledgor's name on all applications, documents, papers and instruments necessary for the Administrative Agent to use the Patents, Trademarks and Copyrights, or to grant or issue, on commercially reasonable terms, any exclusive or nonexclusive license under the Patents, Trademarks and Copyrights to any third person, or necessary for the Administrative Agent to assign, pledge, convey or otherwise transfer title in or dispose, on commercially reasonable terms, of the Patents, Trademarks and Copyrights to any third Person. Each Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable for the life of this Agreement. The Administrative Agent hereby accepts this power of attorney and all powers granted hereunder for the benefit of the Administrative Agent and the Lenders. The Administrative Agent agrees that it shall not exercise any of its rights under this Paragraph 8 until the occurrence and during the continuation of an Event of Default.

9. At such time as the Pledgors shall have Paid In Full all of the Debt, and the Commitments shall have terminated and the Letters of Credit have expired or been terminated, this Agreement shall terminate and the Administrative Agent will thereafter, upon any Pledgor's request and at such Pledgor's expense, execute and deliver to the applicable Pledgor all deeds, assignments and other instruments as may be necessary or proper to remove the Administrative Agent's security interest in the Patents, Trademarks and Copyrights, subject to any disposition thereof that may have been made by the Administrative Agent pursuant hereto.

10. Any and all fees, costs and expenses, of whatever kind or nature, including attorney's fees and expenses incurred by the Administrative Agent in connection with the preparation of this Agreement (including the allocated costs of staff counsel) and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances, the protection, maintenance or preservation of the Patents, Trademarks and Copyrights, or the defense or prosecution of any actions or proceedings arising out of or related to the Patents, Trademarks and Copyrights, shall be borne and paid by the Pledgors within fifteen (15) days of demand by the Administrative Agent, and if not paid within such time, shall be added to the principal amount of the Debt and shall bear interest at the highest rate prescribed in the Credit Agreement.

11. Each Pledgor shall have the duty, through counsel reasonably acceptable to the Administrative Agent, to prosecute diligently any patent applications of the Patents, Trademarks and Copyrights pending as of the date of this Agreement if commercially reasonable or thereafter until the Debt shall have been Paid In Full, to make application on unpatented but patentable inventions (whenever it is commercially reasonable in the reasonable judgment of such Pledgor to do so) and to preserve and maintain all rights in patent applications and patents included in the Patents, Trademarks and Copyrights, including without limitation the payment of all maintenance fees. Any expenses incurred in connection with such an application shall be borne by the Pledgors. No Pledgor shall abandon any Patent, Trademark or Copyright without the consent of the Administrative Agent, which shall not be unreasonably withheld.

12. Each Pledgor shall have the right to bring suit, action or other proceeding in its own name, and with the consent of the Administrative Agent, which shall not be unreasonably withheld, to join the Administrative Agent, if necessary, as a party to such suit so long as the Administrative Agent is satisfied that such joinder will not subject it to any risk of liability, to enforce the Patents, Trademarks and Copyrights and any licenses thereunder. Each Pledgor shall promptly, upon demand, reimburse and indemnify the Administrative Agent for all damages, costs and expenses, including reasonable legal fees, incurred by the Administrative Agent as a result of such suit or joinder by such Pledgor.

13. No course of dealing between the Pledgors and the Administrative Agent, nor any failure to exercise nor any delay in exercising, on the part of the Administrative Agent, any right, power or privilege hereunder or under the Credit Agreement or other Loan Documents shall operate as a waiver of such right, power or privilege, nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. All of the Administrative Agent's rights and remedies with respect to the Patents, Trademarks and Copyrights, whether established hereby or by the Credit Agreement or by any other agreements or by Law, shall be cumulative and may be exercised singularly or concurrently.

15. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any clause or provision of this Agreement in any jurisdiction.

16. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Paragraph 6.

17. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, provided, however, that no Pledgor may assign or transfer any of its rights or obligations hereunder or any interest herein and any such purported assignment or transfer shall be null and void.

18. This Agreement shall be deemed to be a contract under the Laws of the State of New York and shall, pursuant to New York General Obligations Law 5-1401, for all purposes be governed by and construed and enforced in accordance with the Laws of the State of New York.

19. Each Pledgor hereby irrevocably submits to the nonexclusive jurisdiction of any federal or state courts in the State of New York in any action or proceeding arising out of or relating to this Agreement, and the Pledgors hereby irrevocably agree that all claims in respect of such action or proceeding may be heard and determined in such New York state or federal court. Each Pledgor hereby waives to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any such action or proceeding.

20. This Agreement may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. Each Pledgor acknowledges and agrees that a telecopy transmission to the Administrative Agent or any Lender of the signature pages hereof purporting to be signed on behalf of any Pledgor shall constitute effective and binding execution and delivery hereof by such Pledgor.

21. EACH PLEDGOR AND THE ADMINISTRATIVE AGENT, ON BEHALF OF THE LENDERS, HEREBY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY A JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER DOCUMENTS OR TRANSACTIONS RELATING THERETO.

22. All notices, requests, demands, directions and other communications given to or made upon any party hereto under the provisions of this Agreement shall be as set forth in Section 12.5 [Notices; Effectiveness; Electronic Communication] of the Credit Agreement.

23. Each Pledgor acknowledges and agrees that, in addition to the other rights of the Administrative Agent hereunder and under the other Loan Documents, because the Administrative Agent's remedies at law for failure of such Pledgor to comply with the provisions hereof relating to the Administrative Agent's rights (i) to inspect the books and records related to the pledged Collateral, (ii) to receive the various notifications such Pledgor is required to deliver hereunder, (iii) to obtain copies of agreements and documents as provided herein with respect to the pledged Collateral, (iv) to enforce the provisions hereof pursuant to which the such Pledgor has appointed the Administrative Agent its attorney-in-fact, and (v) to enforce the Administrative Agent's remedies hereunder, would be inadequate and that any such failure would not be adequately compensable in damages, such Pledgor agrees that each such provision hereof may be specifically enforced.

24. At any time after the initial execution of this Agreement, additional Persons may become parties to this Agreement and thereby acquire the duties and rights of being Pledgors hereunder by executing and delivering to the Administrative Agent and the Lenders a Guarantor Joinder pursuant to the Credit Agreement. No notice of the addition of any Pledgor shall be required to be given to any pre-existing Pledgor, and each Pledgor hereby consents thereto.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

[SIGNATURE PAGE TO PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers or Administrative Agents thereunto duly authorized, as of the date first above written.

**CONTINENTAL FRAGRANCES, LTD. (d/b/a
"Salon Grafix")**

By: 

Name: James A. Daniels

Title: President and Chief Executive Officer

[SIGNATURE PAGE TO PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT]

PNC BANK, NATIONAL ASSOCIATION, as
Administrative Agent

By: Philip B. Fues
Name: Philip B. Fues
Title: Vice President

**SUPPLEMENT TO SCHEDULE A
TO
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

**LIST OF REGISTERED PATENTS, TRADEMARKS,
TRADE NAMES AND COPYRIGHTS**

Trademarks

Grantor	Title	Country	Reg/Ser. No.	Renewal/Due Date
Continental Fragrances, Ltd.	S.G.	Australia	1414290	Renewal March 14, 2021
Continental Fragrances, Ltd.	SALON GRAFIX	Australia	1414289	Renewal March 14, 2021
Continental Fragrances, Ltd.	GIGA-HOLD	Canada	TMA654324	Renewal December 5, 2020
Continental Fragrances, Ltd.	I-MIX	Canada	TMA796046	Renewal April 21, 2026
Continental Fragrances, Ltd.	INVISIBLE	Canada	TMA814884	Renewal January 4, 2027
Continental Fragrances, Ltd.	SALON GRAFIX	Canada	TMA654423	Renewal December 6, 2020
Continental Fragrances, Ltd.	SG (STYLIZED)	Canada	TMA743703	Renewal July 17, 2024
Continental Fragrances, Ltd.	TRUE DENSITY	Canada	App. No. 1597874	Allowed, not registered yet.
Continental Fragrances, Ltd.	SALON GRAFIX	Mexico	1409426	Renewal May 2, 2023
Continental Fragrances, Ltd.	GIGA-HOLD	EU/CTM	003180551	Renewal April 7, 2023
Continental Fragrances, Ltd.	IMIX	EU/CTM	008513707	Renewal August 27, 2019

Grantor	Title	Country	Reg/Ser. No.	Renewal/Due Date
Continental Fragrances, Ltd.	INVISIBLE	EU/CTM	008509747	Renewal August 25, 2019
Continental Fragrances, Ltd.	*NAKED NATURALS	EU/CTM	005527866	Renewal December 6, 2016
Continental Fragrances, Ltd.	SG (STYLIZED)	EU/CTM	006516231	Renewal December 14, 2017
Continental Fragrances, Ltd.	S.G.	New Zealand	838555	Renewal March 14, 2021
Continental Fragrances, Ltd.	SALON GRAFIX	New Zealand	838553	Renewal March 14, 2021
Continental Fragrances, Ltd.	FOR STYLES THAT DEFY GRAVITY	United States	3,109,381	Renewal June 27, 2016
Continental Fragrances, Ltd.	GIGA HOLD (STYLIZED)	United States	3,120,082	Renewal July 25, 2016
Continental Fragrances, Ltd.	GIGA.HOLD	United States	2,809,154	Renewal January 27, 2024
Continental Fragrances, Ltd.	HIGH BEAMS	United States	3,109,379	Renewal June 27, 2016
Continental Fragrances, Ltd.	HIGH BEAMS & DESIGN	United States	1,440,977	Renewal June 2, 2017
Continental Fragrances, Ltd.	I-MIX	United States	3,791,155	Maintenance May 18, 2016 (not to be maintained per client)
Continental Fragrances, Ltd.	INFINITEASED	United States	4,306,446	Maintenance March 19, 2019
Continental Fragrances, Ltd.	INVISIBLE DRY SPRAY SHAMPOO	United States	4362991	Maintenance July 9, 2019

Grantor	Title	Country	Reg/Ser. No.	Renewal/Due Date
Continental Fragrances, Ltd.	M PROFESSIONAL	United States	3,164,909	Renewal October 31, 2016
Continental Fragrances, Ltd.	PLAY IT BIG	United States	4479061	Maintenance February 4, 2020
Continental Fragrances, Ltd.	SALON GRAFIX	United States	1,767,851	Renewal April 27, 2023
Continental Fragrances, Ltd.	SALON GRAFIX HEALTHY HAIR NUTRITION	United States	4554289	Maintenance June 24, 2020
Continental Fragrances, Ltd.	SG SALON GRAFIX HEALTHY HAIR NUTRITION (& DESIGN)	United States	4554290	Maintenance June 24, 2020
Continental Fragrances, Ltd.	S-G (Stylized)	United States	4,239,588	Maintenance November 13, 2018
Continental Fragrances, Ltd.	STAT ONE	United States	1,812,676	Still listed as active in USPTO, not maintained per client.
Continental Fragrances, Ltd.	GRAY BE GONE	United States	SN 86- 563250	Pending, response due December 18, 2015

Patents

None.

Trade Names

None.

Copyrights

None.

**SCHEDULE B
TO
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

**LIST OF LIENS, CHARGES AND ENCUMBRANCES
OTHER THAN PERMITTED LIENS**

None.