

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM359044

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NYAKIO, LLC		10/19/2015	LIMITED LIABILITY COMPANY: NEW YORK
SUNDIAL BRANDS LLC		10/19/2015	LIMITED LIABILITY COMPANY: NEW YORK
MADAME C.J. WALKER ENTERPRISES, LLC		10/19/2015	LIMITED LIABILITY COMPANY: NEW YORK
RECEIVING PARTY DATA			
Name:	GOLDMAN SACHS BANK USA		
Street Address:	200 WEST STREET		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10282		
Entity Type:	BANK: UNITED STATES		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Serial Number:	76712694	SUNDIAL CREATIONS	
Serial Number:	76712693	SUNDIAL BRANDS	
Serial Number:	76712691	SUNDIAL	
Serial Number:	76707547	SHEA MOISTURE	
Serial Number:	76707533	NUBIAN HERITAGE	
Serial Number:	86737683	DEMOCRATIZATION OF BEAUTY	
Serial Number:	86737699	DEMOCRATIZATION OF HAIR	
Serial Number:	86737963	KINKY CURLY COILY ME!	
Serial Number:	86737727	LOVE OF NATURE	
Serial Number:	86737774	NUBIAN HERITAGE	
Serial Number:	86737788	NUBIAN HERITAGE	
Serial Number:	86737754	SHEA MOISTURE	
Serial Number:	86737743	SHEA MOISTURE	
Serial Number:	73144654	MW MADAM C.J. WALKER	
Serial Number:	75596468	MADAME C. J. WALKER	

CH \$465.00 76712694

Property Type	Number	Word Mark
Serial Number:	85869873	NYAKIO
Serial Number:	77788816	NYAKIO
Serial Number:	76395127	NYAKIO

CORRESPONDENCE DATA

Fax Number: 2123037064

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: 212.318.6824

Email: christinedionne@paulhastings.com

Correspondent Name: Christine Dionne c/o Paul Hastings LLP

Address Line 1: 75 East 55th Street

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	93805.00002
NAME OF SUBMITTER:	Christine Dionne
SIGNATURE:	/Christine Dionne/
DATE SIGNED:	10/19/2015

Total Attachments: 7

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GRANT OF
SECURITY INTEREST IN TRADEMARKS

This GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of October 19, 2015 (this “Agreement”), is made by SUNDIAL BRANDS LLC, a New York limited liability company (“Sundial”), Madame C.J. Walker Enterprises, LLC (“Madame”) and NYAKIO, LLC (“NYAKIO” and together with Sundial and Madame, each a “Grantor” and collectively, the “Grantors”), in favor of the Collateral Agent for the benefit of the Secured Parties from time to time party to the Credit Agreement, dated as of October 19, 2015 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified, replaced or refinanced from time to time, the “Credit Agreement”), among Sundial Group LLC, Inc., a New York limited liability company, Sundial Group Holdings LLC, a New York limited liability company (the “Borrower”), the Lenders from time to time party thereto, Goldman Sachs Bank USA, as the Administrative Agent, the Collateral Agent, a Letter of Credit Issuer, the Swingline Lender and a Lender, and the other parties party thereto.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make their respective loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries of the Borrower that become a party thereto, have executed and delivered a Security Agreement, dated as of October 19, 2015 in favor of the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified, replaced or refinanced from time to time, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, each Grantor has pledged and granted to the Collateral Agent for the benefit of the Collateral Agent and the Secured Parties a continuing security interest in all Intellectual Property (other than Excluded Property), including the Trademarks; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders, the Swingline Lender and the Letter of Credit Issuer to make their respective Extensions of Credit to Parent, the Borrower and the Restricted Subsidiaries, as applicable, and to induce one or more Cash Management Banks, Bank Product Providers or Hedge Banks to enter into Secured Cash Management Agreements, Secured Bank Product Agreements or Secured Hedge Agreements, respectively, with Parent, the Borrower and/or the Restricted Subsidiaries, each Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

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 or the Security Agreement, as applicable.

2. Grant of Security Interest. Subject to the terms of the Security Agreement, each Grantor hereby grants a security interest in all of its right, title and interest in, to and under the

Trademarks, to the extent owned by such Grantor, that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the “Trademark Collateral”), to the Collateral Agent for the benefit of the Secured Parties as collateral security for payment and performance when due of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of each Grantor’s “intent to use” such trademarks or service marks will not be deemed to be Trademark Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Trademark Collateral.

3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office.

4. Termination or Release. Upon the termination of the Security Agreement or release of either Grantor in accordance with Section 6.5 thereof, the Collateral Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the security interest in the Trademark Collateral of such Grantor under this Grant of Security Interest in Trademarks.

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

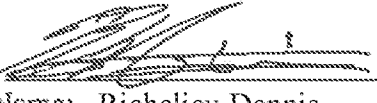
6. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to be originals and shall constitute one and the same instrument.

7. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Signature pages follow]

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.

SUNDIAL BRANDS LLC,
as a Grantor

By: 
Name: Richelieu Dennis
Title: Chief Executive Officer

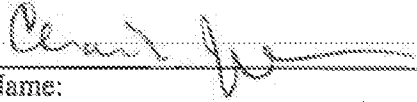
MADAME C.J. WALKER ENTERPRISES,
LLC,
as a Grantor

By: 
Name: Richelieu Dennis
Title: Chief Executive Officer

NYAKIO, LLC,
as a Grantor

By: 
Name: Richelieu Dennis
Title: Chief Executive Officer






GOLDMAN SACHS BANK USA, as the
Collateral Agent



By: 
Name: _____
Title: Charles D. Johnston
Authorized Signatory

[Signature page to Grant of Security Interest in Trademarks]


SCHEDULE A

U.S. REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

SUNDIAL BRANDS LLC - UNITED STATES SUNDIAL TRADEMARK REGISTRATIONS AND APPLICATIONS			
<u>Country</u>	<u>Mark</u>	<u>App./Reg. No.</u>	<u>App./Reg. Date</u>
United States	SUNDIAL CREATIONS 	76/712694	10/22/2012
United States	SUNDIAL BRANDS 	76/712693 4,753,642	10/22/2012 06/16/2015
United States	SUNDIAL 	76/712691 4,753,641	10/22/2012 06/16/2015
United States	SHEA MOISTURE 	76/707547 4,094,893	5/9/2011 02/07/2012
United States	NUBIAN HERITAGE 	76/707533 4,085,492	5/9/2011 01/17/2012
United States	DEMOCRATIZATION OF BEAUTY	86737683	08/26/2015
United States	DEMOCRATIZATION OF HAIR	86737699	08/26/2015
United States	KINKY CURLY COILY ME!	86737963	08/26/2015
United States	LOVE OF NATURE	86737727	08/26/2015
United States	NUBIAN HERITAGE	86737774	08/26/2015

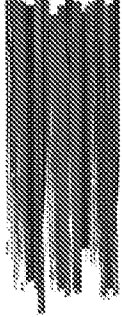
United States	NUBIAN HERITAGE and design 	86737788	08/26/2015
United States	SHEA MOISTURE	86737754	08/26/2015
United States	SHEA MOISTURE stylized 	86737743	08/26/2015

MADAME C.J. WALKER ENTERPRISES, LLC - UNITED STATES SUNDIAL TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>Country</u>	<u>Mark</u>	<u>App./Reg. No.</u>	<u>App./Reg. Date</u>
United States	MADAM C.J. WALKER LOGO 	73/144654 1097133	10/14/1977 7/25/1978
United States	MADAME C.J. WALKER	75/596468 2300025	11/27/1998 12/14/1999

NYAKIO LLC - UNITED STATES SUNDIAL TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>Country</u>	<u>Mark</u>	<u>App./Reg. No.</u>	<u>App./Reg. Date</u>
United States	NYAKIO & Brush strokes design	<u>85869873</u> <u>4732051</u>	2015-May-05

	 nyakio		
United States	<u>NYAKIO</u>	<u>77788816</u> <u>4411297</u>	2013-Oct-01
United States	<u>NYAKIO</u>	<u>76395127</u> <u>2856415</u>	2004-Jun-22