

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM388362

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|--|---|--------------------------------|------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| BIG IP OPCO, LLC | | 06/14/2016 | Limited Liability Company: UTAH |
| RECEIVING PARTY DATA | | | |
| Name: | CIT BANK, N.A., as administrative agent | | |
| Street Address: | 888 East Walnut Street | | |
| Internal Address: | HQ-05-01 | | |
| City: | Pasadena | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 91101 | | |
| Entity Type: | national association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 14 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4737018 | BEAUTY INDUSTRY GROUP | |
| Registration Number: | 4798796 | DONNA BELLA | |
| Registration Number: | 4790017 | BABE | |
| Serial Number: | 86940853 | SONO HAIR EXTENSIONS | |
| Serial Number: | 86936066 | ROGUE HAIR EXTENSIONS | |
| Serial Number: | 86936047 | DB | |
| Serial Number: | 86936034 | DB | |
| Serial Number: | 86935997 | DONNA BELLA HAIR | |
| Serial Number: | 86935993 | DONNA BELLA | |
| Serial Number: | 86935975 | TWISTED FRINGE | |
| Serial Number: | 86935765 | BABE INSTANT HAIR | |
| Serial Number: | 86935753 | BABE LASH | |
| Serial Number: | 86935741 | TURNING HEADS, STOPPING HEARTS | |
| Serial Number: | 86935731 | TURNING HEADS, STOPPING HEARTS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3129021061 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i> | | | |

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 312-577-8446
Email: vickie.lee@kattenlaw.com
Correspondent Name: Vickie Lee c/o Katten Muchin Rosenman
Address Line 1: 525 West Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

| | |
|---------------------------|--------------|
| NAME OF SUBMITTER: | Vickie Lee |
| SIGNATURE: | /Vickie Lee/ |
| DATE SIGNED: | 06/17/2016 |

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT dated as of June 14, 2016 (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), is made by BIG IP OPCO, LLC, a Utah limited liability company (the "Grantor"), in favor of CIT Bank, N.A., as administrative agent (in such capacity, the "Administrative Agent") for the lenders party to that certain Credit Agreement dated as of the date hereof among Grantor, the other Borrowers party thereto, the several banks and other lenders from time to time party thereto (the "Lenders"), and collectively with the Administrative Agent, the "Creditor Parties"), the Administrative Agent and the other parties party thereto (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

Reference is also made to that certain Guarantee and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by the Grantor and the other parties thereto in favor of the Administrative Agent for the benefit of the Credit Parties.

The Lenders have agreed to extend credit to the Grantor and the other Borrowers subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor will derive substantial benefit from the extension of credit pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit.

Accordingly, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.2 of the Credit Agreement also apply to this Agreement.

SECTION 2. **Grant of Security Interest.** As security for the payment or performance, as the case may be, in full of the Obligations, Grantor, pursuant to the Security Agreement, did, and hereby does, grant to the Administrative Agent, its successors and assigns, for the benefit of the Credit Parties, a security interest in and to, liens on, and all right, title and interest of the Grantor in and to any and all of the trademark and service mark registrations and applications for registration set forth in Schedule I attached hereto and the goodwill of Grantor's business connected with and symbolized by such registrations and applications (collectively, the "Marks"; provided that the Marks shall not include any "intent to use" trademark or service mark applications for which a statement of use has not been filed and accepted with the United States Patent and Trademark).

SECTION 3. **Security Agreement.** The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Creditor Parties pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Creditor Parties with respect to the Marks are more fully set forth in the Security Agreement, the terms and provisions of which are hereby

incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. ***Governing Law***. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

SECTION 5. ***Execution In Counterparts***. This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument. Any signature delivered by a party via facsimile or electronic transmission shall be deemed to be an original signature hereto.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement by its duly authorized representative as of the date first written above

BIG IP OPCO, LLC,
a Utah limited liability company

By:  _____

Name: S. Derrick Porter

Title: Chief Executive Officer

Schedule I

Registered

| Mark | Registration No. | Registration Date | Status of Mark |
|-----------------------------|------------------|-------------------|----------------|
| BEAUTY INDUSTRY GROUP | 4737018 | 5/12/2015 | Live |
| DONNA BELLA | 4798796 | 8/25/2015 | Live |
| BABE | 4790017 | 8/11/2015 | Live |

Pending Applications

| Mark | Serial No. | Filing Date | Status of Mark |
|--------------------------|------------|-------------|----------------|
| SONO HAIR EXTENSIONS | 86940853 | 3/15/2016 | Live |
| ROGUE HAIR EXTENSIONS | 86936066 | 3/10/2016 | Live |
| DB and design | 86936047 | 3/10/2016 | Live |
| DB and design | 86936034 | 3/10/2016 | Live |
| DONNA BELLA HAIR | 86935997 | 3/10/2016 | Live |
| DONNA BELLA | 86935993 | 3/10/2016 | Live |
| TWISTED FRINGE | 86935975 | 3/10/2016 | Live |
| BABE INSTANT HAIR | 86935765 | 3/10/2016 | Live |

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| BABE LASH | 86935753 | 3/10/2016 | Live |
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| TURNING HEADS, STOPPING HEARTS | 86935731 | 3/10/2016 | Live |