

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM410231

<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>
Shake-N-Go-Fashion, Inc.		12/06/2016	Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of Hope (fka BBCN Bank), as Collateral Agent		
<b>Street Address:</b>	16 West 32nd Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10001		
<b>Entity Type:</b>	State Chartered: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87013018	BUN TIE	
<b>Serial Number:</b>	87118626	CIEL	
<b>Serial Number:</b>	86961236	EQUAL VIXEN CAP	
<b>Serial Number:</b>	87112839	FLEXI-LOCK	
<b>Serial Number:</b>	86961223	FREEDOM PART	
<b>Serial Number:</b>	87013023	GODDESS LOC	
<b>Serial Number:</b>	87124047	MODEL MODEL CURLY & CURLY	
<b>Serial Number:</b>	87128968	MODEL MODEL HAUTE	
<b>Serial Number:</b>	87124049	MODEL MODEL YAKY & YAKY	
<b>Serial Number:</b>	86635138	NVH	
<b>Serial Number:</b>	86961231	OVAL PART	
<b>Serial Number:</b>	86919994	PIXEL	
<b>Serial Number:</b>	87128977	SAGA ELITE	
<b>Serial Number:</b>	87128973	SAGA POPULAR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	80091442		
<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>	614-280-3568		

OP \$365.00 87013018

**Email:** John.Salvage@wolterskluwer.com  
**Correspondent Name:** CT Corporation System  
**Address Line 1:** 4400 Easton Commons Way  
**Address Line 2:** Suite 125  
**Address Line 4:** Columbus, OHIO 43219

**NAME OF SUBMITTER:** Leslie Kirsner

**SIGNATURE:** /Leslie Kirsner/

**DATE SIGNED:** 12/27/2016

**Total Attachments: 6**

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# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

### 1. Name of conveying party(ies):

Shake-N-Go-Fashion, Inc.

- Individual(s)                       Association  
 Partnership                         Limited Partnership  
 Corporation- State: New York  
 Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

### 3. Nature of conveyance/Execution Date(s) :

Execution Date(s) December 6, 2016

- Assignment                               Merger  
 Security Agreement                       Change of Name  
 Other \_\_\_\_\_

### 2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Bank of Hope (fka BBCN BANK), as Collateral Agent

Street Address: 16 West 32nd Street

City: New York

State: New York

Country: USA Zip: 10001

- Individual(s) Citizenship \_\_\_\_\_  
 Association Citizenship \_\_\_\_\_  
 Partnership Citizenship \_\_\_\_\_  
 Limited Partnership Citizenship \_\_\_\_\_  
 Corporation Citizenship \_\_\_\_\_  
 Other State Chartered Citizenship California

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

### 4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See Schedule A attached

B. Trademark Registration No.(s)

See Schedule A attached

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

### 5. Name & address of party to whom correspondence concerning document should be mailed:

Name: CT Corporaton System

Internal Address: Attn: John Salvage

Street Address: 4400 Easton Commons Way  
Suite 125

City: Columbus

State: OH Zip: 43219

Phone Number: 614-280-3568

Docket Number: \_\_\_\_\_

Email Address: John.Salvage@wolterskluwer.com

### 6. Total number of applications and registrations involved:

14

### 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ \_\_\_\_\_

- Authorized to be charged to deposit account  
 Enclosed

### 8. Payment Information:

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

### 9. Signature:



Signature

Leslie Kirsner

Name of Person Signing

December 27, 2016

Date

Total number of pages including cover sheet, attachments, and document:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**TRADEMARK**  
**REEL: 005952 FRAME: 0238**

SUPPLEMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT

This SUPPLEMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT (this "Supplement"), dated as of December 6, 2016, by SHAKE-N-GO FASHION, INC., a New York corporation (the "Grantor"), in favor of BANK OF HOPE (formerly known as BBCN BANK), in its capacity as collateral agent for certain Secured Parties (in such capacity, "Collateral Agent") pursuant to the Loan Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, KBH GROUP INC., a Delaware corporation, the Grantor and MODEL MODEL HAIR FASHION, INC., a New York corporation (each, a "Loan Party" and collectively, the "Loan Parties"), certain Affiliates of the Loan Parties, Collateral Agent and Secured Parties are party to that certain Loan and Security Agreement, dated as of March 10, 2015 (as amended, restated, amended and restated, supplemented, renewed, refinanced, replaced or otherwise modified from time to time, the "Loan Agreement"), pursuant to which the Grantor is required to execute and deliver this Supplement;

WHEREAS, the Loan Parties and Collateral Agent are party to that certain Trademark Security Agreement, dated as of March 10, 2015 (as amended, restated, amended and restated, supplemented, replaced or otherwise modified from time to time, the "Trademark Security Agreement"), by the Loan Parties, in favor of the Collateral Agent;

WHEREAS, as collateral security for the prompt and complete payment and performance in full of all the Obligations, each Loan Party has granted a Lien on and security interest in and to all of the right, title and interest of such Loan Party in, to and under the Trademark Collateral (as defined in the Trademark Security Agreement);

NOW, THEREFORE, in consideration of the premises and to induce Collateral Agent, for the benefit of itself and the Secured Parties, to continue to make advances and other extensions of credit pursuant to the Loan Agreement, the Grantor hereby agrees with Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Loan Agreement or the Trademark Security Agreement and used herein have the meaning given to them in the Loan Agreement or Trademark Security Agreement, respectively.

SECTION 2. Grant of Security Interest in Trademark Collateral. As collateral security for the prompt and complete payment and performance in full of all the Obligations, the Grantor hereby reaffirms, confirms and ratifies the Grantor's prior pledge, hypothecation and grant to Collateral Agent for the benefit of itself and the Secured Parties, a Lien on and security interest in and to all of the right, title and interest of the Grantor in, to and under the Trademark Collateral, wherever located, whether now existing or hereafter arising or acquired from time to time, including, without limitation:

(a) the trademarks of the Grantor listed on Schedule A hereto (provided that no security interest shall be granted in United States intent-to-use trademark or service mark

applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark or service mark applications under applicable federal law);

(b) all goodwill connected with the use of, symbolized by or associated with such trademarks;

(c) the registrations and applications therefor; and

(d) all proceeds of any and all of the foregoing.

SECTION 3. Loan Agreement. The Lien and security interest granted pursuant to the Trademark Security Agreement and reaffirmed by this Supplement is granted in conjunction with the Lien and security interest granted to Collateral Agent pursuant to the Loan Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the Lien on and security interest in and to the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Supplement is deemed to be inconsistent with or in conflict with the Loan Agreement or the Trademark Security Agreement, the provisions of the Loan Agreement or the Trademark Security Agreement, as the case may be, shall control unless Collateral Agent shall otherwise determine.

SECTION 4. SUPPLEMENT TO SCHEDULE A TO TRADEMARK SECURITY AGREEMENT. The Grantor has attached hereto as Schedule A a supplement to Schedule A to the Trademark Security Agreement, which supplements the existing Schedule A to the Trademark Security Agreement in by adding the trademarks set forth thereon, and the Grantor hereby certifies, as of the date first above written, that such supplemental Schedule A has been prepared by the Grantor in substantially the form of the equivalent Schedule A to the Trademark Security Agreement, and such supplemental Schedule A includes all of the information required to be scheduled to the Trademark Security Agreement and does not omit to state any information material thereto.

SECTION 5. REAFFIRMATION OF TRADEMARK SECURITY AGREEMENT. The Grantor hereby reaffirms and ratifies, as of the date hereof, the Grantor's agreement to be bound by all of the terms and provisions of the Trademark Security Agreement. The Grantor expressly acknowledges and affirms that the rights and remedies of the Collateral Agent and the Secured Parties with respect to the security interest reaffirmed hereby are more fully set forth in the Loan Agreement and the Trademark Security Agreement.

SECTION 6. Termination. Upon the release of the security interests granted to Collateral Agent pursuant to Article 4 of the Loan Agreement, upon written request of the Grantor, Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing Collateral Agent's Lien on and security interest in and to the Trademark Collateral under the Trademark Security Agreement.


SECTION 7. Recordation. The Grantor authorizes and requests that the Commissioner of Trademarks and any other applicable government officer record this Supplement.

SECTION 8. Execution in Counterparts. This Supplement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 9. Governing Law. THIS SUPPLEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION, EXCEPT TO THE EXTENT THAT THE UCC PROVIDES THAT PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK, IN WHICH CASE THE LAWS OF SUCH JURISDICTION SHALL GOVERN WITH RESPECT TO THE PERFECTION OF THE SECURITY INTEREST IN, OR THE REMEDIES WITH RESPECT TO, SUCH PARTICULAR COLLATERAL.

IN WITNESS WHEREOF, the Grantor has caused this Supplement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SHAKE-N-GO FASHION, INC.

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Accepted and Agreed:

BANK OF HOPE,  
as Collateral Agent

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SCHEDULE A

<b>Mark</b>	<b>Filing Date</b>	<b>Application Number</b>	<b>Owner</b>
BUN TIE	04/25/2016	87/013018	Shake-N-Go Fashion, Inc.
CIEL	07/27/2016	87/118626	Shake-N-Go Fashion, Inc.
EQUAL VIXEN CAP	04/01/2016	86/961236	Shake-N-Go Fashion, Inc.
FLEXI-LOCK	07/22/2016	87/112839	Shake-N-Go Fashion, Inc.
FREEDOM PART	04/01/2016	86/961223	Shake-N-Go Fashion, Inc.
GODDESS LOC	04/25/2016	87/013023	Shake-N-Go Fashion, Inc.
MODEL MODEL CURLY & CURLY	08/02/2016	87/124047	Shake-N-Go Fashion, Inc.
MODEL MODEL HAUTE	08/05/2016	87/128968	Shake-N-Go Fashion, Inc.
MODEL MODEL YAKY & YAKY	08/02/2016	87/124049	Shake-N-Go Fashion, Inc.
NVH	05/19/2015	86/635138	Shake-N-Go Fashion, Inc.
OVAL PART	04/01/2016	86/961231	Shake-N-Go Fashion, Inc.
PIXEL	02/25/2016	86/919994	Shake-N-Go Fashion, Inc.
SAGA ELITE	08/05/2016	87/128977	Shake-N-Go Fashion, Inc.
SAGA POPULAR	08/05/2016	87/128973	Shake-N-Go Fashion, Inc.

Schedule A