

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM410781

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
IT'S A NEW 10, LLC		01/03/2017	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PLK INVESTMENTS, LLC		
<b>Street Address:</b>	945 Nw 44th Ave		
<b>City:</b>	Camas		
<b>State/Country:</b>	WASHINGTON		
<b>Postal Code:</b>	98607		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 43</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78753586	IT'S A 10	
<b>Serial Number:</b>	78753642	MIRACLE LEAVE IN PRODUCTS	
<b>Serial Number:</b>	77872018	MIRACLE STYLING SERUM	
<b>Serial Number:</b>	76696853	MIRACLE DAILY CONDITIONER	
<b>Serial Number:</b>	77794028	MIRACLE HAIR MASK	
<b>Serial Number:</b>	77794942	MIRACLE MOISTURE SHAMPOO	
<b>Serial Number:</b>	77794428	MIRACLE SHINE SPRAY	
<b>Serial Number:</b>	76703187	MIRACLE TEXTURE FIBER	
<b>Serial Number:</b>	76703186	MIRACLE FIRM HOLD GEL	
<b>Serial Number:</b>	85243515	MIRACLE SHAMPOO PLUS KERATIN	
<b>Serial Number:</b>	85243510	MIRACLE LEAVE-IN LITE	
<b>Serial Number:</b>	85243502	MIRACLE LEAVE-IN PLUS KERATIN	
<b>Registration Number:</b>	4210867	MIRACLE VOLUME SHAMPOO	
<b>Registration Number:</b>	4210866	MIRACLE OIL PLUS KERATIN	
<b>Registration Number:</b>	4210865	MIRACLE FINISHING SPRAY	
<b>Registration Number:</b>	4210796	MIRACLE STYLING CREAM	
<b>Serial Number:</b>	85338048	MIRACLE BLOWDRY VOLUMIZER	
<b>Serial Number:</b>	85630284	MIRACLE LEAVE-IN POTION PLUS KERATIN	
<b>Serial Number:</b>	85643946	MIRACLE DRY SHAMPOO AND CONDITIONER IN O	

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Property Type	Number	Word Mark
Serial Number:	85643953	MIRACLE VOLUME SHINE TREATMENT
Serial Number:	85643966	MIRACLE SILK SMOOTHING BALM
Serial Number:	85643941	MIRACLE SUPER HOLD FINISHING SPRAY PLUS
Serial Number:	85644392	MIRACLE SILK
Serial Number:	85693469	IT'S A 10 FIVE MINUTE HAIR REPAIR FOR BL
Serial Number:	85849712	SILK EXPRESS
Serial Number:	85848181	SILK EXPRESS IN10SIVE LEAVE-IN
Serial Number:	85630289	MIRACLE LEAVE-IN FOR BLONDES
Serial Number:	86029009	MIRACLE DRY OIL SPRAY PLUS KERATIN WITH
Serial Number:	86006450	IT'S A 10 MIRACLE LEAVE IN PRODUCT
Serial Number:	86166076	MIRACLE STYLING MOUSSE
Serial Number:	86195822	MIRACLE DEEP CONDITIONER PLUS KERATIN
Serial Number:	86184693	HGH HEALTHY GROWING HAIR
Serial Number:	86206897	MIRACLE SILK HAIR MASK
Serial Number:	86208383	MIRACLE SILK SHAMPOO
Serial Number:	86395361	POTION 10 MIRACLE REPAIR SHAMPOO
Serial Number:	86395889	POTION 10 MIRACLE REPAIR CONDITIONER
Serial Number:	87059007	MIRACLE WHIPPED STYLING BALM
Serial Number:	86825968	HE'S A 10
Registration Number:	3683736	MIRACLE 7
Registration Number:	4408072	HEAVENLY HEALER
Serial Number:	86192567	MIRACLE 7 FOR HEAVENLY HAIR
Registration Number:	4666082	MIRACLE 7 FOR HEAVENLY HAIR
Registration Number:	4808812	JUST FOR EXTENSIONS

**CORRESPONDENCE DATA**

**Fax Number:**

*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) 692-6298  
**Email:** jjronca@mintz.com  
**Correspondent Name:** Joseph Ronca  
**Address Line 1:** 666 Third Avenue  
**Address Line 2:** Mintz Levin  
**Address Line 4:** new york, NEW YORK 10017

<b>ATTORNEY DOCKET NUMBER:</b>	50360-009
<b>NAME OF SUBMITTER:</b>	Robert C. Sweeney
<b>SIGNATURE:</b>	/Robert C. Sweeney/
<b>DATE SIGNED:</b>	01/03/2017

**Total Attachments: 8**

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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this “*Agreement*”) is made as of January 3, 2017, by **IT’S A NEW 10, LLC**, a Delaware limited liability company (“*Grantor*”), to and with **PLK INVESTMENTS, LLC**, a Delaware limited liability company, as Lender under the Loan Agreement referred to below (“*Lender*”).

**RECITALS**

A. Pursuant to the terms of that certain Loan and Security Agreement dated as of the date hereof (as may be amended, restated amended and restated, supplemented and/or otherwise modified from time to time, the “*Loan Agreement*”), among Grantor, as the borrower, and Lender, Lender has agreed to make the loan thereunder to Grantor, and Grantor has granted to Lender a security interest and continuing lien on all of Grantor’s right, title and interest in, to and under, among other things, the Collateral (as defined below) to secure the prompt and complete payment and performance of all Obligations (as defined in the Loan Agreement) .

B. Grantor has agreed to enter into this Agreement in furtherance of the rights granted to the Lender under the Loan Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, Grantor hereby agrees as follows:

1. **Defined Terms.** Except as otherwise expressly defined herein, all capitalized terms used in this Agreement shall have the meanings ascribed to them in the Loan Agreement. Any term used in the Uniform Commercial Code and not defined in this Agreement or the Loan Agreement shall have the meaning given to such term in the Uniform Commercial Code.

2. **Security Interest.** As security for the Obligations, Grantor hereby grants to the Lender a continuing security interest in and lien on all of Grantor’s right title and interest, whether now existing or hereafter arising or acquired, in, to and under the Trademarks, including but not limited to the Trademarks listed on Exhibit A attached hereto, and all goodwill associated with or symbolized by any of such Trademarks (the “*Collateral*”).

3. **Recordation.** Grantor hereby authorizes and requests that the Commissioner for Trademarks and any other applicable United States government officer record this Agreement.

4. **Incorporation by Reference.** The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Lender pursuant to the Loan Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the 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 of any irreconcilable conflict between the terms of this Agreement and the terms of the Loan Agreement, the terms of the Loan Agreement shall control.

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

6. **Counterparts.** This Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall

be an original, but all of which shall together constitute one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile or electronic transmission shall be as effective as delivery of a manually executed counterpart of this Agreement.

[THE NEXT PAGE IS THE SIGNATURE PAGE]

**IN WITNESS WHEREOF**, the parties have caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

IT'S A NEW 10, LLC, as Grantor

By: \_\_\_\_\_

Name: Carolyn Aronson

Title: President and Chief Executive Officer

PLK INVESTMENTS, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**IN WITNESS WHEREOF**, the parties have caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

IT'S A NEW 10, LLC, as Grantor

By: \_\_\_\_\_

Name: Carolyn Aronson

Title: President and Chief Executive Officer

PLK INVESTMENTS, LLC

By: Jeff Frank

Name: Jeffrey Frank

Title: Manager

*[Signature Page to Trademark Security Agreement]*

**TRADEMARK  
REEL: 005957 FRAME: 0323**

**EXHIBIT A**

TRADEMARKS

<b>Mark</b>	<b>Serial No. or Reg. No.</b>	<b>Filing Date</b>	<b>Registration Issue Date</b>
It's a 10	78/753586 Reg. No. 3,420,182	11/14/05	4/29/08
Miracle Leave In Products	78/753642 Reg. No. 3,446,682	11/14/05	6/10/08
It's a 10 International Registration	Int'l Reg. No. 980,760 (Covers all 27 European Union countries)		9/17/08
Miracle Styling Serum	77/872018/Reg. No. 4,006,825	11/13/09	8/2/11
Miracle Daily Conditioner	76/696853/Reg. No. 3,974,756	4/3/09	6/7/11
Miracle Hair Mask	77/794028 Reg. No. 3760933	7/31/09	3/16/10
Miracle Moisture Shampoo	77/794942 Reg. No. 3761012	8/1/09	3/16/10
Miracle Shine Spray	77/794428 Reg. No. 3760956	7/31/09	3/16/10
Miracle Texture Fiber	76/703187 Reg. No. 4280060	6/1/10	1/22/13
Miracle Firm Hold Gel	76/703186 Reg. No. 4210234	6/1/10	9/18/12
MIRACLE SHAMPOO PLUS KERATIN	85/243515 Reg. No. 4210868	2/16/11	9/18/12
MIRACLE LEAVE-IN LITE	85/243510 Reg. No. 4276330	2/16/11	1/15/13



Mark	Serial No. or Reg. No.	Filing Date	Registration Issue Date
MIRACLE LEAVE-IN PLUS KERATIN	85/243502 Reg. No. 4082539	2/16/11	1/10/12
MIRACLE VOLUME SHAMPOO	4210867	2/16/11	9/18/12
MIRACLE OIL PLUS KERATIN	4210866	2/16/11	9/18/12
MIRACLE FINISHING SPRAY	4210865	2/16/11	9/18/12
MIRACLE STYLING CREAM	4210796	2/16/11	9/18/12
Miracle Blowdry Volumizer	85/338048 Reg. No. 4268991	6/3/11	
Miracle Leave-in Potion Plus Keratin	85/630,284 4,515,285	5/21/12	4/15/14
Miracle Dry Shampoo and Conditioner In One	85/643,946 4,526,336	6/5/12	5/6/14
Miracle Volume Shine Treatment	85/643,953	6/5/12	
Miracle Silk Smoothing Balm	85/643,966 Reg. No. 4672156	6/5/12	1/13/15
Miracle Super Hold Finishing Spray Plus Keratin	85/643,941 Reg. No. 4404332	6/5/12	9/17/13
Miracle Silk	85/644,392 4,556,470	6/6/12	6/24/14
It's a 10 5 Minute Hair Repair for Blondes	85/693,469 Reg. No. 4412096	8/2/12	10/1/13
Silk Express	85/849,712 Reg. No. 4376582	2/14/13	7/30/13

Mark	Serial No. or Reg. No.	Filing Date	Registration Issue Date
Silk Express In10Sive Leave In	85/848,181 Reg. No. 4610539	2/12/13	9/23/14
Miracle Leave In For Blondes	85/630289 Reg. No. 4404247	5/21/12	9/17/13
Miracle Dry Oil Spray Plus Keratin With Argan Oil	86/029009 Reg. No. 4622239	8/6/13	10/14/14
It's a 10 Plus Logo Design-China		8/14/13	
MIRACLE-China	13078379	8/14/13	
It's a 10 Miracle Leave In Product trade dress 	86/006450 Reg. No. 4578758	8/5/14	08/5/14
Miracle Styling Mousse	86/166076 Reg. No. 4537870	1/15/14	5/27/14
Miracle Deep Conditioner Plus Keratin	86/195822 Reg. No. 4592966	2/17/14	8/26/14
HGH Healthy Growing Hair	86/184,693	2/5/14	
Miracle Silk Hair Mask	86/206,897		3/17/15
Miracle Silk Shampoo	86/208383	3/2/14	3/17/15
Potion 10 Miracle Repair Shampoo	86/395361	9/16/14	
Potion 10 Miracle Repair Conditioner	86/395889	9/16/14	
Miracle Whipped Styling Balm	87/059007	6/3/16	
He's a 10	86/825968	11/19/15	

Mark	Serial No. or Reg. No.	Filing Date	Registration Issue Date
Miracle 7	Reg. No. 3683736 Serial No. 86192567	11/6/07	
Heavenly Healer	85/643,963 Reg. No. 4408072	6/5/12	
Miracle 7 for Heavenly Hair (black & white logo)	Reg. No. 8666081. Serial no. 86/192,567	2/13/14	
Miracle 7 for Heavenly Hair (gold & white logo)	Reg. No. 4666082 Serial no. 86/192,594	2/13/14	
Just for Extensions	Reg. No. 4808812 App. No.85/635,661	5/25/12	