

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM417126

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
International Designs Corporation, LLC	FORMERLY International Designs Corporation, a Florida corporation	02/09/2017	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	CIT Bank, N.A., as administrative agent		
Street Address:	75 N. Fair Oaks Avenue		
City:	Pasadena		
State/Country:	CALIFORNIA		
Postal Code:	91103		
Entity Type:	national association: UNITED STATES		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	4828340	SHAIRING	
Registration Number:	4211818	TRESS COUTURE	
Registration Number:	4238565	HOTHEADS	
Registration Number:	3636198	HOT HEADS HAIR EXTENSIONS	
Registration Number:	3167744	ROYAL CHILD	
Registration Number:	2892934	METROPOLITAN	
Registration Number:	1536494	HOTHEADS HAIRWEAR	
Registration Number:	1467495	ALAN THOMAS DESIGNS	
Registration Number:	1348040	SOPHIE DESS	
Serial Number:	87285856	THE BAND BY HOTHEADS	
Serial Number:	86830754	PROJECT ZERO	
Serial Number:	86830862	PROJECT ZERO	
Serial Number:	86816208	COLORMELTS	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<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>			
Phone:	3125778446		

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TRADEMARK

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: 02/23/2017

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT dated as of February 9, 2017 (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), is made by INTERNATIONAL DESIGNS CORPORATION, LLC, a Florida 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 June 14, 2016 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 by that certain Waiver and First Amendment to Credit Agreement dated as of even date herewith (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 June 14, 2016, as supplemented by that certain Agreement to be Bound by Guarantee and Security Agreement dated as of even date herewith (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.

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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.

GRANTOR

**INTERNATIONAL DESIGNS
CORPORATION, LLC**, a Florida limited
liability company (f/k/a International Designs
Corporation, a Florida corporation)

By: 
Name: S. Derrick Porter
Title: Chief Executive Officer

Schedule I

Mark	App. No.	App. Date	Reg. No.	Reg. Date	Status of Mark	Owner/ Applicant
SHAIRING	86347048	07/24/2014	4828340	10/06/2015	Registered	International Designs Corporation
TRESS COUTURE	85531989	02/02/2012	4211818	09/18/2012	Registered (Supplemental Register)	International Designs Corporation
HOTHEADS	85333515	05/31/2011	4238565	11/06/2012	Registered	International Designs Corporation
HOT HEADS HAIR EXTENSIONS	77382380	01/28/2008	3636198	06/09/2009	Registered	International Designs Corporation
ROYAL CHILD	78635140	05/23/2005	3167744	11/07/2006	Registered	International Designs Corporation
METROPOLITAN	76549663	10/03/2003	2892934	10/12/2004	Renewed	International Designs Corporation
HOTHEADS HAIRWEAR	73753487	09/22/1988	1536494	04/25/1989	Renewed	International Designs Corporation
	73638946	01/09/1987	1467495	12/01/1987	Renewed	International Designs Corporation
SOPHIE DESS	73443479	09/12/1983	1348040	07/09/1985	Renewed	International Designs Corporation
THE BAND BY HOTHEADS	87285856	12/30/216	N/A	N/A	Pending	International Designs Corporation
PROJECT ZERO	86830754	11/24/2015	N/A	N/A	Published	International Designs Corporation
 PROJECT ZERO and Design	86830862	11/24/2015	N/A	N/A	Published	International Designs Corporation
COLORMELTS	86816208	11/11/2015	N/A	N/A	Pending	International Designs Corp