

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM419296

<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>
Beauty Brands, LLC		03/10/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC Bank, National Association		
<b>Street Address:</b>	Two North Lake Avenue, Suite 440		
<b>City:</b>	Pasadena		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91101		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5044679	BEAUTY BRANDS	
<b>Registration Number:</b>	4894887	KCO COLORS	
<b>Registration Number:</b>	4842178	KCO	
<b>Registration Number:</b>	4671903	LASH BASH	
<b>Registration Number:</b>	4460178	LASH BASH	
<b>Registration Number:</b>	4361586	BEAUTY BRANDS	
<b>Registration Number:</b>	2733281	DISCOVER THE BEAUTY	
<b>Registration Number:</b>	2682975	BEAUTY BRANDS	
<b>Registration Number:</b>	2699344	BEAUTY BRANDS SALON SPA SUPERSTORE	
<b>Registration Number:</b>	4435075	TAKE 10	
<b>Registration Number:</b>	2343005	BEAUTY BRANDS SALON SPA SUPERSTORE	
<b>Registration Number:</b>	2596917	TAKE 10	
<b>Registration Number:</b>	2411475	BEAUTY BRANDS SUPERSALON	
<b>Registration Number:</b>	2475978	BEAUTY BRANDS SALON SUPERSTORE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2138960400		
<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>			

CH \$365.00 5044679

**Phone:** 2138915604  
**Email:** aarnelle@buchalter.com  
**Correspondent Name:** Amy Arnelle  
**Address Line 1:** 1000 Wilshire Boulevard, Suite 1500  
**Address Line 4:** Los Angeles, CALIFORNIA 90017

**NAME OF SUBMITTER:** Amy Arnelle

**SIGNATURE:** /Amy Arnelle/

**DATE SIGNED:** 03/10/2017

**Total Attachments: 11**

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## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of this 10<sup>th</sup> day of March 2017, by the Grantor listed on the signature pages hereto (the "Grantor"), in favor of PNC BANK, NATIONAL ASSOCIATION ("PNC"), in its capacity as agent for the Lenders under the Credit Agreement described below (together with its successors and assigns in such capacity, "Agent").

### W I T N E S S E T H:

WHEREAS, pursuant to that certain Revolving Credit and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement") by and among BEAUTY BRANDS, LLC, a Delaware limited liability company ("Borrower"), BEAUTY BRANDS PAYROLL, LLC, a Delaware limited liability company, BEAUTY BRANDS PAYROLL HOLDINGS, INC., a Delaware corporation, PNC and the other financial institutions identified therein as lenders (collectively, the "Lenders"), and Agent, the Lenders have agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Credit Agreement, the Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the respective meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, for the benefit of the Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of Grantor's trademarks, trademark applications, service marks, trade names and associated goodwill (collectively, "Trademarks") and licenses for any of the foregoing, to the extent that the security interest granted hereunder would not result in a breach of the terms of, or constitute a default under, the terms of any such license (other than to the extent that any such term would be rendered ineffective under the New York Uniform Commercial Code) ("Licenses"), including those U.S. trademarks and U.S. trademark applications referred to on Schedule I hereto; and

(b) all proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Grantor.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new Trademarks or Licenses for Trademarks, this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new Trademarks or Licenses for Trademarks. Without limiting Grantor's obligations under this Section 5, Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new U.S. trademarks (to the extent provided in the Credit Agreement), U.S. trademark applications or Licenses for Trademarks of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

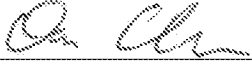
7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement,

instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

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

**GRANTOR:**

**BEAUTY BRANDS, LLC,**  
a Delaware limited liability company

By:   
\_\_\_\_\_  
Dan Costello  
Secretary

ACCEPTED AND ACKNOWLEDGED BY:

**PNC BANK, NATIONAL ASSOCIATION,**  
as Agent

By: \_\_\_\_\_  
Daniela Jurado  
Relationship Manager

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

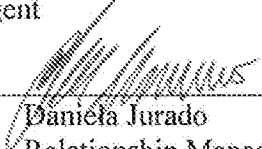
GRANTOR:

**BEAUTY BRANDS, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Dan Costello  
Secretary

ACCEPTED AND ACKNOWLEDGED BY:

**PNC BANK, NATIONAL ASSOCIATION,**  
as Agent

By: \_\_\_\_\_  
  
Daniela Jurado  
Relationship Manager

Schedule I  
U.S. Trademarks



NO.	LIENS/ STATUS	OWNER	TRADEMARK	SERIAL NO./ REG. NO.	FILE DATE/ REG. DATE
1.	Registered	Beauty Brands, LLC	BEAUTY BRANDS	86898703 / 5044679	February 5, 2016 / September 20, 2016
2.	Registered	Beauty Brands, LLC	KCO Colors	86642387 / 4894887	May 27, 2015 / February 2, 2016
3.	Registered	Beauty Brands, LLC	KCO	86282042 / 4842178	May 15, 2014 / October 27, 2015
4.	Registered	Beauty Brands, LLC	LASHBASH	86354718 / 4671903	August 1, 2014 / January 13, 2015




NO.	LIENS/ STATUS	OWNER	TRADEMARK	SERIAL NO./ REG. NO.	FILE DATE/ REG. DATE
5.	Registered  <u>Assignment Recorded 12/26/2013</u>  Reel/Frame: 5182/0120  Conveyance: Security Interest  Assignor: Beauty Brands, LLC  Assignee: U.S. Bank National Association, As Administrative Agent	Beauty Brands, LLC	LASH BASH	85847930 / 4460178	February 12, 2013 / December 31, 2013
6.	Registered  <u>Assignment Recorded 12/26/2013</u>  Reel/Frame: 5182/0120  Conveyance: Security Interest  Assignor: Beauty Brands, LLC  Assignee: U.S. Bank National Association, As Administrative Agent	Beauty Brands, LLC	BEAUTY BRANDS	85837771 / 4361586	January 31, 2013 / July 2, 2013

NO.	LIENS/ STATUS	OWNER	TRADEMARK	SERIAL NO./ REG. NO.	FILE DATE/ REG. DATE
7.	Registered  <u>Assignment Recorded 12/26/2013</u>  Reel/Frame: 5182/0120  Conveyance: Security Interest  Assignor: Beauty Brands, LLC  Assignee: U.S. Bank National Association, As Administrative Agent	Beauty Brands, LLC	<b>DISCOVER THE BEAUTY</b>	76382066 / 2733281	March 14, 2002 / July 1, 2003
8.	Registered  <u>Assignment Recorded 12/26/2013</u>  Reel/Frame: 5182/0120  Conveyance: Security Interest  Assignor: Beauty Brands, LLC  Assignee: U.S. Bank National Association, As Administrative Agent	Beauty Brands, LLC	<b>BEAUTY BRANDS</b>	76345349 / 2682975	December 5, 2001 / February 4, 2003

NO.	LIENS/ STATUS	OWNER	TRADEMARK	SERIAL NO./ REG. NO.	FILE DATE/ REG. DATE
9.	Registered  <u>Assignment Recorded 12/26/2013</u>  Reel/Frame: 5182/0120  Conveyance: Security Interest  Assignor: Beauty Brands, LLC  Assignee: U.S. Bank National Association, As Administrative Agent	Beauty Brands, LLC	BEAUTY BRANDS SALON SPA SUPERSTORE	76165628 / 2699344	November 15, 2000 / March 25, 2003
10.	Registered  <u>Assignment Recorded 12/26/2013</u>  Reel/Frame: 5182/0120  Conveyance: Security Interest  Assignor: Beauty Brands, LLC  Assignee: U.S. Bank National Association, As Administrative Agent	Beauty Brands, LLC	<b>TAKE 10</b>	76067701 / 2596917	June 12, 2000 / July 23, 2002

NO.	LIENS/ STATUS	OWNER	TRADEMARK	SERIAL NO./ REG. NO.	FILE DATE/ REG. DATE
11.	Registered  <u>Assignment Recorded 12/26/2013</u>  Reel/Frame: 5182/0120  Conveyance: Security Interest  Assignor: Beauty Brands, LLC  Assignee: U.S. Bank National Association, As Administrative Agent	Beauty Brands, LLC		85769281 / 4435075	November 1, 2012 / November 19, 2013
12.	Registered  <u>Assignment Recorded 12/26/2013</u>  Reel/Frame: 5182/0120  Conveyance: Security Interest  Assignor: Beauty Brands, LLC  Assignee: U.S. Bank National Association, As Administrative Agent	Beauty Brands, LLC		75637010 / 2343005	February 10, 1999 / April 18, 2000

NO.	LIENS/ STATUS	OWNER	TRADEMARK	SERIAL NO./ REG. NO.	FILE DATE/ REG. DATE
13	Registered  <u>Assignment Recorded 12/26/2013</u>  Reel/Frame: 5182/0120  Conveyance: Security Interest  Assignor: Beauty Brands, LLC  Assignee: U.S. Bank National Association, As Administrative Agent	Beauty Brands, LLC	<p style="text-align: center;"><b>BEAUTY BRANDS SUPERSALON</b></p>	75428213 / 2411475	February 3, 1998 / December 5, 2000
14	Registered  <u>Assignment Recorded 12/26/2013</u>  Reel/Frame: 5182/0120  Conveyance: Security Interest  Assignor: Beauty Brands, LLC  Assignee: U.S. Bank National Association, As Administrative Agent	Beauty Brands, LLC		74658798 / 2475978	April 10, 1995 / August 7, 2001