

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM419685

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Shake-N-Go-Fashion, Inc.		03/10/2017	Corporation: NEW YORK
Model Model Hair Fashion, Inc.		03/10/2017	Corporation: NEW YORK

**RECEIVING PARTY DATA**

<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

**PROPERTY NUMBERS Total: 23**

Property Type	Number	Word Mark
Serial Number:	87325624	9 PART
Serial Number:	87325656	BRAID 101
Serial Number:	87325639	FORMATION
Serial Number:	87325669	KAMA 9
Serial Number:	87325587	MAX PART
Serial Number:	87325603	NINE PART
Serial Number:	87325550	ULTIMATE PART
Serial Number:	87304646	HARMONY
Serial Number:	87304657	YORUBA
Serial Number:	87260834	AFRICANA
Serial Number:	87128977	SAGA ELITE
Serial Number:	87128973	SAGA POPULAR
Serial Number:	87118626	CIEL
Serial Number:	87112839	FLEXI-LOCK
Serial Number:	86961236	EQUAL VIXEN CAP
Serial Number:	86961231	OVAL PART
Serial Number:	86919994	PIXEL
Serial Number:	86635138	NVH

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4805203	MODEL MODEL CLEAN
Registration Number:	4800645	MOJITO
Registration Number:	3450221	GOLD & IVORY
Registration Number:	3544110	SPORTS
Registration Number:	3438139	MILKYWAY SAGA

**CORRESPONDENCE DATA**

Fax Number: 80091442  
*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: 614-280-3568  
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

<b>NAME OF SUBMITTER:</b>	Leslie Kirsner
<b>SIGNATURE:</b>	/Leslie Kirsner/
<b>DATE SIGNED:</b>	03/15/2017

**Total Attachments: 9**

source=Bank of Hope-Shake-N-Go-Trademark Security agrmt filing with USPTO-3\_10#page1.tif  
source=Bank of Hope-Shake-N-Go-Trademark Security agrmt filing with USPTO-3\_10#page2.tif  
source=Bank of Hope-Shake-N-Go-Trademark Security agrmt filing with USPTO-3\_10#page3.tif  
source=Bank of Hope-Shake-N-Go-Trademark Security agrmt filing with USPTO-3\_10#page4.tif  
source=Bank of Hope-Shake-N-Go-Trademark Security agrmt filing with USPTO-3\_10#page5.tif  
source=Bank of Hope-Shake-N-Go-Trademark Security agrmt filing with USPTO-3\_10#page6.tif  
source=Bank of Hope-Shake-N-Go-Trademark Security agrmt filing with USPTO-3\_10#page7.tif  
source=Bank of Hope-Shake-N-Go-Trademark Security agrmt filing with USPTO-3\_10#page8.tif  
source=Bank of Hope-Shake-N-Go-Trademark Security agrmt filing with USPTO-3\_10#page9.tif

### 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)
- Partnership
- Corporation- State: New York
- Other \_\_\_\_\_
- Association
- Limited Partnership

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

Additional names of conveying parties attached?  Yes  No

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

Execution Date(s) March 10, 2017

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

**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 Corporation System

Internal Address: Attn: John Salvage

Street Address: 4400 Easton Commons Way  
Suite 125

City: Columbus

State: Ohio Zip: 43219

Phone Number: 614-280-3568

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

Email Address: John.Salvage@Wolterskluwer.com

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

23

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

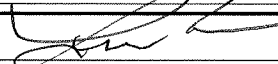
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

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

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

**9. Signature:**

  
Signature

Leslie Kirsner

Name of Person Signing

March 14, 2017

Date

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

9

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

Page 2

Continuation of the information in Item 1 (Trademark Recordation form cover sheet  
SHAKE-N-GO FASHION, INC. (conveying party #1)

**Name of Additional Conveying Party:**

1. Model Model Hair Fashion, Inc.  
A New York corporation

SUPPLEMENT NO. 2 TO TRADEMARK SECURITY AGREEMENT

This SUPPLEMENT NO. 2 TO TRADEMARK SECURITY AGREEMENT (this "Supplement"), dated as of March 10, 2017, by SHAKE-N-GO FASHION, INC., a New York corporation, and MODEL MODEL HAIR FASHION, INC., a New York corporation (each, a "Grantor" and collectively, the "Grantors"), 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, and the Grantors (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 Amended and Restated Loan and Security Agreement, dated as of March 10, 2017 (as amended, restated, amended and restated, supplemented, renewed, refinanced, replaced or otherwise modified from time to time, the "Loan Agreement"), pursuant to which each 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, including, without limitation, pursuant to that certain Supplement No. 1 to Trademark Security Agreement, dated as of December 6, 2016, 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, each 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 the 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, each Grantor hereby reaffirms, confirms and ratifies such 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 such 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 such 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 each 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 Grantors have 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 by adding the trademarks set forth thereon, and each Grantor hereby certifies, as of the date first above written, that such supplemental Schedule A has been prepared by the Grantors 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. Each Grantor hereby reaffirms and ratifies, as of the date hereof, such Grantor's agreement to be bound by all of the terms and provisions of the Trademark Security Agreement. Each 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 Grantors, Collateral Agent shall execute, acknowledge, and deliver to the Grantors 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. Each 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.

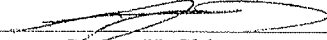
*[Signature Page Follows]*

Signature Page to Supplement No. 2 to Trademark Security Agreement



Accepted and Agreed:

BANK OF HOPE,  
as Collateral Agent

By:   
Name: Simon H. Shin  
Title: Senior Vice President

Signature Page to Supplement No. 2 to Trademark Security Agreement

**TRADEMARK**  
**REEL: 006008 FRAME: 0519**

SCHEDULE A

<b>Mark</b>	<b>Filing Date</b>	<b>Registration Number</b>	<b>Owner</b>
9 PART	02/06/17	Serial #87325624	Shake-N-Go Fashion, Inc.
BRAID 101	02/06/17	Serial # 87325656	Shake-N-Go Fashion, Inc.
FORMATION	02/06/17	Serial # 87325639	Shake-N-Go Fashion, Inc.
KAMA 9	02/06/17	Serial # 87325669	Shake-N-Go Fashion, Inc.
MAX PART	02/06/17	Serial # 87325587	Shake-N-Go Fashion, Inc.
NINE PART	02/06/17	Serial # 87325603	Shake-N-Go Fashion, Inc.
ULTIMATE PART	02/06/17	Serial # 87325550	Shake-N-Go Fashion, Inc.
HARMONY	01/17/17	Serial # 87304646	Shake-N-Go Fashion, Inc.
YORUBA	01/17/17	Serial # 87304657	Shake-N-Go Fashion, Inc.
AFRICANA	12/07/16	Serial # 87260834	Shake-N-Go Fashion, Inc.
SAGA ELITE	08/05/16	Serial # 87128977	Shake-N-Go Fashion, Inc.
SAGA POPULAR	08/05/16	Serial # 87128973	Shake-N-Go Fashion, Inc.
CIEL	07/27/16	Serial # 87118626	Shake-N-Go Fashion, Inc.
FLEXI-LOCK	07/22/16	Serial # 87112839	Shake-N-Go Fashion, Inc.
EQUAL VIXEN CAP	04/01/16	Serial # 86961236	Shake-N-Go Fashion, Inc.

OVAL PART	04/01/16	Serial # 86961231	Shake-N-Go Fashion, Inc.
PIXEL	02/25/16	Serial # 86919994	Shake-N-Go Fashion, Inc.
NVH	05/19/15	Serial # 86635138	Shake-N-Go Fashion, Inc.
MODEL MODEL CLEAN	07/01/14	4,805,203	Model Model Hair Fashion, Inc.
MOJITO	05/07/014	4,800,645	Model Model Hair Fashion, Inc.
GOLD & IVORY (Dead)	12/28/06	3,450,221	Shake-N-Go Fashion, Inc.
SPORTS (Dead)	12/21/06	3,544,110	Shake-N-Go Fashion, Inc.
MILKYWAY SAGA (Dead)	04/27/06	3,438,139	Shake-N-Go Fashion, Inc.