

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM420965

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	Security Agreement
RESUBMIT DOCUMENT ID:	900398475

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
KBH GROUP INC.		03/10/2017	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Citibank, N.A.
Street Address:	1 Court Square
City:	Long Island City
State/Country:	NEW YORK
Postal Code:	11101
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 92

Property Type	Number	Word Mark
Registration Number:	4535033	JAMAICAN TWIST
Registration Number:	4545118	N I H 100
Registration Number:	4545117	BRAVO
Registration Number:	4468044	BUNDLE WAVE
Registration Number:	4539722	ATTRAK
Registration Number:	4539409	WEAGGING
Registration Number:	4548597	QUE BUNDLE HAIR
Registration Number:	4355720	WATERFALL
Registration Number:	4452275	NAKED
Registration Number:	4355277	LITE PONYTAIL
Registration Number:	4321837	ACCLAIM
Registration Number:	4351003	WHOLE IN ONE
Registration Number:	4350926	COS
Registration Number:	4354632	ANYSTYLE
Registration Number:	4144005	MOISTURE REMY
Registration Number:	4147631	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4158726	RAIN
Registration Number:	4022597	FOURBULOUS
Registration Number:	4172451	QUICK INVISIBLE PART
Registration Number:	4061688	INVISIBLE PART
Registration Number:	4154854	WEAVING NAPE
Registration Number:	4020567	JAZZ-UP
Registration Number:	4143363	BOUNCE
Registration Number:	3913996	SNG
Registration Number:	3776395	EGO
Registration Number:	3214259	YAKY WRAP
Registration Number:	3095385	FREETRESS
Registration Number:	3615766	MILKY WAY
Registration Number:	3442128	SAGA
Registration Number:	3878041	XQ
Registration Number:	3809588	OLÉ
Registration Number:	3933322	PURÉ
Registration Number:	3685945	Q
Registration Number:	3759112	QUE
Registration Number:	3688620	Q BY MILKYWAY
Registration Number:	4051211	IKON
Registration Number:	3631972	FREETRESS
Registration Number:	3509513	IZUNAMI
Registration Number:	3596155	MASTERMIX
Registration Number:	3544683	MILKY WAY WORLD'S FINEST 100% HUMAN HAIR
Registration Number:	3441866	EQUAL
Registration Number:	3351724	SHAKE-N-GO
Registration Number:	2894668	SNG SHAKE-N-GO
Registration Number:	2932024	FULLCAP PONYTAIL
Registration Number:	2894575	PIANO COLOR
Registration Number:	2187687	MILKY WAY
Registration Number:	1829485	SHAKE-N-GO
Registration Number:	1821473	SHAKE-N-GO
Registration Number:	4339405	ANYCURL
Registration Number:	3836947	CLAIR
Registration Number:	3168325	COCKTAIL WIG
Registration Number:	3057786	GLANCE
Registration Number:	4296734	MODEL
Registration Number:	4177421	MODEL

Property Type	Number	Word Mark
Registration Number:	3212054	MODEL MODEL
Registration Number:	4159808	MODEL MODEL DREAMWEAVER
Registration Number:	4162764	MODEL MODEL DREAMWEAVER
Registration Number:	3452258	MODEL MODEL DREAMWEAVER
Registration Number:	4373212	MODEL MODEL ONE PACK DOES IT ALL
Registration Number:	4166419	MODELMODEL DREAMWEAVER
Registration Number:	4544348	NUDE
Registration Number:	3867186	POSE
Registration Number:	4029885	QUTIX
Registration Number:	4354631	REMIST
Registration Number:	4685763	LEAF
Registration Number:	3446316	LACE TOPCAP
Registration Number:	3485905	TOPCAP
Registration Number:	3470347	GLANCE MODEL MODEL HAIR THAT DAZZLES MOD
Serial Number:	85255817	SPLASH
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
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

NAME OF SUBMITTER:	Leslie Kirsner
SIGNATURE:	/Leslie Kirsner/
DATE SIGNED:	03/24/2017

Total Attachments: 13

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement"), dated as of March 10, 2017, by KBH GROUP INC., a Delaware corporation, SHAKE-N-GO FASHION, INC., a New York corporation and MODEL MODEL HAIR FASHION, INC., a New York corporation (each, a "Loan Party" and collectively, the "Loan Parties"), in favor of CITIBANK, N.A., as lender ("Lender") pursuant to the Loan Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, the Loan Parties, certain Affiliates of Loan Parties, Lender and Secured Parties are party to that certain 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 Loan Party is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce Lender to enter into the Loan Agreement, each Loan Party hereby agrees with Lender as follows:

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

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 Loan Party hereby pledges, hypothecates and grants to Lender, 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 Loan Party in, to and under the following Collateral, wherever located, whether now existing or hereafter arising or acquired from time to time (collectively, the "Trademark Collateral"):

(a) the trademarks of such Loan Party 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 this Trademark Security Agreement is granted in conjunction with the Lien and security interest granted to Lender pursuant to the Loan Agreement, and each Loan Party hereby

acknowledges and affirms that the rights and remedies of Lender 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 Trademark Security Agreement is deemed to be inconsistent with or in conflict with the Loan Agreement, the provisions of the Loan Agreement shall control unless Lender shall otherwise determine.

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

SECTION 5. Recordation. Each Loan Party authorizes and requests that the Commissioner of Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 6. Execution in Counterparts. This Trademark Security Agreement 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. Delivery of an executed signature page to this Patent Security Agreement by facsimile, PDF or other electronic transmission shall be as effective as delivery of an original executed counterpart of this Patent Security Agreement.

SECTION 7. Governing Law. THIS TRADEMARK SECURITY AGREEMENT 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.

SECTION 8. Additional Loan Parties. From time to time subsequent to the date hereof, to the extent required by the Loan Documents, additional Persons may become parties hereto as additional Loan Parties (each, an "Additional Loan Party"), by executing a joinder to this Trademark Security Agreement ("Joinder") in form and substance satisfactory to Lender in all respects. Upon delivery of any such Joinder to Lender, each Additional Loan Party shall be a Loan Party and shall be as fully a party hereto as if such Additional Loan Party were an original signatory hereto.

[Signature Page Follows]

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

KBH GROUP INC.

By: James K. Kim
Name: James K. Kim
Title: President

SHAKE-N-GO HAIR FASHION, INC.

By: James K. Kim
Name: James K. Kim
Title: President

MODEL MODEL HAIR FASHION, INC.

By: James K. Kim
Name: James K. Kim
Title: President

Accepted and Agreed:

CITIBANK, N.A.,
as Lender

By: _____
Name: Edward Son
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006018 FRAME: 0032

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

KBH GROUP INC.

By: _____
Name:
Title:

SHAKE-N-GO HAIR FASHION, INC.

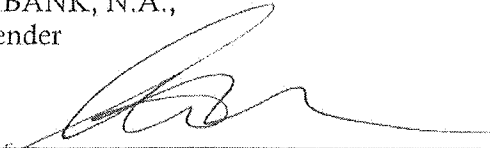
By: _____
Name:
Title:

MODEL MODEL HAIR FASHION, INC.

By: _____
Name:
Title:

Accepted and Agreed:


CITIBANK, N.A.,
as Lender

By:  _____
Name: Edward Son
Title: Authorized Signatory



[Signature Page to Trademark Security Agreement]

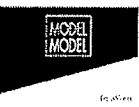

TRADEMARK
REEL: 006018 FRAME: 0033

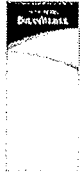
SCHEDULE A

Mark	Filing Date	Registration Number	Owner
JAMAICAN TWIST	07/29/13	4535033	Shake-N-Go Fashion, Inc.
N I H 100	07/09/13	4545118	Shake-N-Go Fashion, Inc.
BRAVO	07/09/13	4545117	Shake-N-Go Fashion, Inc.
BUNDLE WAVE	03/20/13	4468044	Shake-N-Go Fashion, Inc.
ATTRAK	03/20/13	4539722	Shake-N-Go Fashion, Inc.
WEAGGING	02/25/13	4539409	Shake-N-Go Fashion, Inc.
QUE BUNDLE HAIR	01/11/13	4548597	Shake-N-Go Fashion, Inc.
WATERFALL	09/06/12	4355720	Shake-N-Go Fashion, Inc.
NAKED	08/23/12	4452275	Shake-N-Go Fashion, Inc.
LITE PONYTAIL	05/09/12	4355277	Shake-N-Go Fashion, Inc.
ACCLAIM	01/10/12	4321837	Shake-N-Go Fashion, Inc.
WHOLE IN ONE	12/15/11	4351003	Shake-N-Go Fashion, Inc.
COS	10/19/11	4350926	Shake-N-Go Fashion, Inc.
ANYSTYLE	09/01/11	4354632	Shake-N-Go Fashion, Inc.
MOISTURE REMY	03/16/11	4144005	Shake-N-Go Fashion, Inc.
	03/04/11	4147631	Shake-N-Go Fashion, Inc.
RAIN	03/04/11	4158726	Shake-N-Go Fashion, Inc.

Mark	Filing Date	Registration Number	Owner
FOURBULOUS	02/11/11	4022597	Shake-N-Go Fashion, Inc.
QUICK INVISIBLE PART	01/06/11	4172451	Shake-N-Go Fashion, Inc.
INVISIBLE PART	12/07/10	4061688	Shake-N-Go Fashion, Inc.
WEAVING NAPE	10/15/10	4154854	Shake-N-Go Fashion, Inc.
JAZZ-UP	09/30/10	4020567	Shake-N-Go Fashion, Inc.
BOUNCE	07/27/10	4143363	Shake-N-Go Fashion, Inc.
SNG	06/17/10	3913996	Shake-N-Go Fashion, Inc.
EGO	08/02/06	3776395	Shake-N-Go Fashion, Inc.
YAKY WRAP	08/10/05	3214259	Shake-N-Go Fashion, Inc.
FREETRESS	05/18/05	3095385	Shake-N-Go Fashion, Inc.
MILKY WAY	09/30/08	3615766	Shake-N-Go Fashion, Inc.
SAGA	11/10/06	3442128	Shake-N-Go Fashion, Inc.
XQ	12/11/09	3878041	Shake-N-Go Fashion, Inc.
OLÉ	07/30/09	3809588	Shake-N-Go Fashion, Inc.
PURÉ	07/30/09	3933322	Shake-N-Go Fashion, Inc.
Q	03/10/09	3685945	Shake-N-Go Fashion, Inc.
QUE	03/05/09	3759112	Shake-N-Go Fashion, Inc.
Q BY MILKYWAY	01/29/09	3688620	Shake-N-Go Fashion, Inc.
IKON	11/25/08	4051211	Shake-N-Go Fashion, Inc.

Mark	Filing Date	Registration Number	Owner
 FREETRESS	02/28/07	3631972	Shake-N-Go Fashion, Inc.
IZUNAMI	06/01/07	3509513	Shake-N-Go Fashion, Inc.
MASTERMIX	01/15/08	3596155	Shake-N-Go Fashion, Inc.
 MILKY WAY WORLD'S FINEST 100% HUMAN HAIR 100% HUMAN HAIR	10/22/07	3544683	Shake-N-Go Fashion, Inc.
EQUAL	04/18/07	3441866	Shake-N-Go Fashion, Inc.
SHAKE-N-GO	03/29/07	3351724	Shake-N-Go Fashion, Inc.
SNG SHAKE-N-GO	06/23/03	2894668	Shake-N-Go Fashion, Inc.
FULLCAP PONYTAIL	05/14/03	2932024	Shake-N-Go Fashion, Inc.
PIANO COLOR	05/14/03	2894575	Shake-N-Go Fashion, Inc.
Milky Way	08/12/97	2187687	Shake-N-Go Fashion, Inc.
 SHAKE-N-GO	05/17/93	1829485	Shake-N-Go Fashion, Inc.
SHAKE-N-GO	05/17/93	1821473	Shake-N-Go Fashion, Inc.
ANYCURL	09/01/11	4339405	Model Model Hair Fashion, Inc.

Mark	Filing Date	Registration Number	Owner
CLAIR	09/17/09	3836947	Model Model Hair Fashion, Inc.
COCKTAIL WIG	12/12/05	3168325	Model Model Hair Fashion, Inc.
GLANCE	02/24/05	3057786	Model Model Hair Fashion, Inc.
MODEL	01/29/09	4296734	Model Model Hair Fashion, Inc.
MODEL	05/17/07	4177421	Model Model Hair Fashion, Inc.
MODEL MODEL	02/25/05	3212054	Model Model Hair Fashion, Inc.
MODEL MODEL DREAMWEAVER 	06/16/10	4159808	Model Model Hair Fashion, Inc.
MODEL MODEL DREAMWEAVER	09/16/09	4162764	Model Model Hair Fashion, Inc.
MODEL MODEL DREAMWEAVER 	04/27/07	3452258	Model Model Hair Fashion, Inc.
MODEL MODEL ONE PACK DOES IT ALL 	01/27/12	4373212	Model Model Hair Fashion, Inc.

Mark	Filing Date	Registration Number	Owner
MODELMODEL DREAMWEAVER 	06/16/10	4166419	Model Model Hair Fashion, Inc.
NUDE	11/30/12	4544348	Model Model Hair Fashion, Inc.
POSE	03/19/10	3867186	Model Model Hair Fashion, Inc.
QUTIX	10/14/10	4029885	Model Model Hair Fashion, Inc.
REMIST	09/01/11	4354631	Model Model Hair Fashion, Inc.
LEAF	11/27/13	4685763	Model Model Hair Fashion, Inc.
LACE TOPCAP	07/06/07	3446316	Model Model Hair Fashion, Inc.
TOPCAP	05/22/07	3485905	Model Model Hair Fashion, Inc.
[PICTURE] GLANCE MODEL MODEL HAIR THAT DAZZLES MODEL MODEL	04/30/07	3470347	Model Model Hair Fashion, Inc.
SPLASH	03/02/01	Serial #85255817	Model Model Hair Fashion, Inc.
9 PART	02/06/17	Serial #87325624	Shake-N-Go Fashion, Inc.
BRAID 101	02/06/17	Serial #	Shake-N-Go Fashion, Inc.

Mark	Filing Date	Registration Number	Owner
		87325656	
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

Mark	Filing Date	Registration Number	Owner
			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.

Schedule A - 7