

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM424630

<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>
Julep Beauty, Inc.		04/21/2017	Corporation: WASHINGTON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SunTrust Bank, as Collateral Agent		
<b>Street Address:</b>	3333 Peachtree Road, 4th Floor East Tower		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30326		
<b>Entity Type:</b>	banking corporation: GEORGIA		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86936359	#BRAVEPRETTY	
<b>Serial Number:</b>	86659187	BRAVE PRETTY	
<b>Registration Number:</b>	4962240	JULEP	
<b>Registration Number:</b>	4643540	JULEP	
<b>Registration Number:</b>	4765299	PLIÉ WAND	
<b>Registration Number:</b>	4765300	PLIÉ WAND	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4045228409		
<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>			
<b>Phone:</b>	404-420-5527		
<b>Email:</b>	rjk@phrd.com		
<b>Correspondent Name:</b>	Rhonda J. Kenyeri, Paralegal		
<b>Address Line 1:</b>	303 Peachtree Street, Suite 3600		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30308		
<b>NAME OF SUBMITTER:</b>	Bobbi Accord Noland		
<b>SIGNATURE:</b>	/ban/		
<b>DATE SIGNED:</b>	04/21/2017		
<b>Total Attachments: 5</b>			

CH \$165.00 86936359

source=TSA - Julep#page1.tif

source=TSA - Julep#page2.tif

source=TSA - Julep#page3.tif

source=TSA - Julep#page4.tif

source=TSA - Julep#page5.tif

TRADEMARK SECURITY AGREEMENT, dated as of April 21, 2017 (this “Agreement”), among JULEP BEAUTY, INC. (the “Grantor”) and SUNTRUST BANK, as collateral agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the Credit Agreement dated as of April 21, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) among GLANSAOL MANAGEMENT LLC, as Parent Borrower (collectively with any Additional Borrowers from time to time party thereto, the “Borrowers”), GLANSAOL HOLDINGS INC., as Holdings, the other parties from time to time party hereto and SUNTRUST BANK, as Administrative Agent and (b) the Collateral Agreement dated as of April 21, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”) among the Parent Borrower, the other Grantors from time to time party thereto, Holdings and the Collateral Agent. The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrowers and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. 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 Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral 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, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under the Trademarks listed on Schedule I attached hereto (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any trademark or trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a “Statement of Use” and issuance of a “Certificate of Registration” pursuant to Section 1(d) of the Lanham Act or an accepted filing of an “Amendment to Allege Use” whereby such intent-to-use trademark application is converted to a “use in commerce” application pursuant to Section 1(c) of the Lanham Act.

SECTION 3. Termination. Subject to Section 5.13 of the Collateral Agreement, upon the Termination Date, the security interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors all instruments in writing in recordable form to evidence and release the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 4. Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral 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 Collateral Agreement, the terms of the Collateral Agreement shall govern.

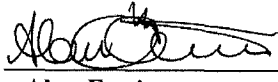
SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

*[Remainder of Page Intentionally Left Blank]*

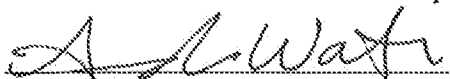
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**JULEP BEAUTY, INC.**, as Grantor


By   
Name: **Alan Ennis**  
Title: President

*[Signatures continue on the following page.]*

SUNTRUST BANK, as Collateral Agent

By:   
Name: **Amanda Watkins**  
Title: Director

Schedule I

<u>IP</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Application Number</u>	<u>Application or Registration Date</u>
Trademark Application	#BRAVEPRETTY	N/A	86/936,359	03/10/2016
Trademark	BRAVE PRETTY	5147362	86/659,187	02/21/2017
Trademark	JULEP	4,962,240	86/075,654	05/24/2016
Trademark	JULEP and Design 	4,643,540	86/075,665	11/25/2014
Trademark	PLIÉ WAND	4,765,299	86/148,238	06/30/2015
Trademark	PLIÉ WAND	4,765,300	86/148,240	06/30/2015