

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM427787

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Combe Incorporated		04/05/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	106 Corporate Park Drive		
City:	White Plains		
State/Country:	NEW YORK		
Postal Code:	10604		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 87			
Property Type	Number	Word Mark	
Registration Number:	1855470	A LITTLE DAB'LL DO YA!	
Registration Number:	4618694	AIR ACTIV	
Registration Number:	0121027	AQUA VELVA	
Registration Number:	2343852	AQUA VELVA	
Registration Number:	2130278	AQUA VELVA	
Registration Number:	2459899	AQUA VELVA ICE BLUE	
Registration Number:	2427180	AQUA VELVA ICE SPORT	
Registration Number:	4192032	AUTOSTOP	
Registration Number:	4754004	BENZAL	
Registration Number:	2290347	BRYLCREEM	
Registration Number:	4813402	CHAMPIONS OF FACIAL HAIR	
Registration Number:	2161529	CLASSIC ICE BLUE	
Registration Number:	2190069		
Registration Number:	4790780	CONTROL GX	
Registration Number:	4795559	CONTROLGX	
Registration Number:	4492438		
Registration Number:	2912541		
Registration Number:	0695748	DENTURITE	
Registration Number:	5142520	FIRST SHAMPOO WITH A BRAIN	

CH \$2190.00 1855470

Property Type	Number	Word Mark
Registration Number:	0997689	FORMULA 16
Registration Number:	4004797	GRAY TARGET TECHNOLOGY
Registration Number:	0997688	GRECIAN
Registration Number:	1402731	GRECIAN
Registration Number:	2517961	GRECIAN 5
Registration Number:	1820922	GRECIAN FORMULA 16
Registration Number:	1840231	
Registration Number:	1816579	GRECIAN PLUS
Registration Number:	3578339	ICE BLUE
Registration Number:	0935779	ICE BLUE
Registration Number:	2093347	ICE SPORT
Registration Number:	2427176	ICE SPORT
Registration Number:	2153511	ICE SPORT
Registration Number:	2178871	JUST 5
Registration Number:	1508758	JUST FOR MEN
Registration Number:	3870671	JUST FOR MEN
Registration Number:	4401531	JUST FOR MEN
Registration Number:	3870673	JUST FOR MEN
Registration Number:	4192033	JUST FOR MEN AUTOSTOP
Registration Number:	4348074	JUST FOR MEN AUTOSTOP
Registration Number:	4388630	LACTOPREBIOTIC
Registration Number:	0373714	LECTRIC SHAVE
Registration Number:	3669700	MUSTACHE & BEARD JUST FOR MEN
Registration Number:	2912571	MUG
Registration Number:	2541669	POWER HOLD
Registration Number:	5078278	PROHYDRATE
Registration Number:	1828022	SEA-BOND
Registration Number:	4723306	SEA-BOND
Registration Number:	3431704	THERE'S SOMETHING ABOUT AN AQUA VELVA MA
Registration Number:	3412288	TOUCH OF GRAY
Registration Number:	4343844	
Registration Number:	4343995	VAGISIL
Registration Number:	2971826	VAGISIL
Registration Number:	4205458	VAGISIL
Registration Number:	1104172	VAGISIL
Registration Number:	4073832	VAGISIL
Registration Number:	3285997	VAGISIL
Registration Number:	1424503	VAGISIL

Property Type	Number	Word Mark
Registration Number:	0095276	WILLIAMS
Registration Number:	1910686	WILLIAMS
Registration Number:	0269143	WILLIAMS
Registration Number:	1918673	WILLIAMS
Registration Number:	4534510	WILLIAMS LECTRIC SHAVE
Serial Number:	87107215	5 IN 1
Serial Number:	86352056	AIRCOLOR
Serial Number:	86352074	AIRCOLOR THERAPEUTICS
Serial Number:	86651284	AQUA VELVA TENDERFACE
Serial Number:	87130471	BARE THERAPEUTICS
Serial Number:	87126076	CLEARVIA
Serial Number:	86220001	EXPERT PARTNER IN INTIMATE HEALTH
Serial Number:	87232780	GUY-FRIENDLY GRAY CARE
Serial Number:	86588408	J.B. WILLIAMS
Serial Number:	86596424	J.B. WILLIAMS
Serial Number:	87383077	JUST FOR MEN RESTORIA
Serial Number:	87255162	JUST FOR ROOTS
Serial Number:	86627023	LECTRIC SHAVE TENDERFACE
Serial Number:	87195207	ODOR BLOCK
Serial Number:	87223647	ODOR BLOCK
Serial Number:	86634654	PHLORA
Serial Number:	86935977	RESTORIA
Serial Number:	87383132	RESTORIA
Serial Number:	87214927	SCENTSITIVE SCENTS
Serial Number:	87112970	SHAMELESS ABOUT VAGINAL HEALTH
Serial Number:	87366730	SIMPLE SOLUTION
Serial Number:	86410173	VAGISIL
Serial Number:	87130800	VAGISIL BARE THERAPEUTICS
Serial Number:	87214937	VAGISIL SCENTSITIVE SCENTS
Serial Number:	87366701	VISIBLE PROOF

CORRESPONDENCE DATA

Fax Number: 6502515002

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: (650) 251-5123

Email: jnull@stblaw.com

Correspondent Name: Marissa Lambert

Address Line 1: 2475 Hanover Street

Address Line 4: Palo Alto, CALIFORNIA 94304

TRADEMARK

REEL: 006059 FRAME: 0927

ATTORNEY DOCKET NUMBER:	509265/1861
NAME OF SUBMITTER:	J. Jason Mull
SIGNATURE:	/J. Jason Mull/
DATE SIGNED:	05/16/2017

Total Attachments: 11

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of April 5, 2017 is made by Combe Incorporated, a Delaware corporation, with an address at 1101 Westchester Avenue, White Plains, NY 10604 (the "Grantor"), in favor of JPMorgan Chase Bank, N.A., a national association with an address at 106 Corporate Park Drive, White Plains, NY 10604, as administrative agent (in such capacity, the "Administrative Agent") for the Lenders parties to the Credit Agreement, dated as of August 5, 2014 (as amended by Amendment No. 1 to Credit Agreement, dated as of September 23, 2014, Amendment No. 2 to Credit Agreement, dated as of April 14, 2015, Amendment No. 3 to Credit Agreement, dated as of March 31, 2017, and as amended, supplemented or otherwise modified from time to time, the "Amended Credit Agreement"), among the Grantor, the several banks and other financial institutions or entities from time to time parties thereto (the "Lenders") and the Administrative Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Amended Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Amended Credit Agreement, the Grantor has previously executed and delivered a First Lien Guarantee and Collateral Agreement, dated as of August 5, 2014, in favor of the Administrative Agent for the ratable benefit of the Secured Parties (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Existing Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Existing Guarantee and Collateral Agreement, the Grantor pledged and granted to the Administrative Agent for the ratable benefit of the Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks of such Grantor;

WHEREAS, all security interests created and arising under the Existing Guarantee and Collateral Agreement remain in full force and effect under the Amended Credit Agreement; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees, for the benefit of the Administrative Agent and the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Amended Credit Agreement and the Existing Guarantee and Collateral Agreement, as applicable.

SECTION 2. Grant of Security Interest. The Grantor hereby reaffirms its pledge and grant of a security interest in all of the Grantor's right, title and interest in and to the Trademarks in the Existing Guarantee and Collateral Agreement, and pledges and grants a security interest in all of the Grantor's right, title and interest in and to the Trademarks (including, without limitation, those items listed on Schedule A hereto, but excluding any Trademarks that are Excluded Collateral) of such Grantor to the Administrative Agent for the ratable benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of re-recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Existing Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Existing Guarantee and Collateral Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Amended Credit Agreement and the Existing Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Existing Guarantee and Collateral Agreement, the terms of the Existing Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

COMBE INCORPORATED

By: Michele A. Tesbir
Name: Michele A. Tesbir
Title: Chief Financial Officer

JPMORGAN CHASE BANK, N.A.
as Administrative Agent for the Secured Parties

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

COMBE INCORPORATED


By: _____
Name:
Title:



JPMORGAN CHASE BANK, N.A.
as Administrative Agent for the Secured Parties




By: Laven Daley
Name: Laven Daley
Title: Authorized officer



SCHEDULE A




U.S. Trademark Registrations and Applications


Title	Owner	Application No.	Registration No.
5 IN 1	Combe Incorporated	87-107,215	Pending
A LITTLE DAB'LL DO YA!	Combe Incorporated	74-398,993	1,855,470
AIR ACTIV	Combe Incorporated	86-095146	4,618,694
AIRCOLOR	Combe Incorporated	86-352,056	Pending
AIRCOLOR THERAPEUTICS	Combe Incorporated	86-352,074	Pending
AQUA VELVA	Combe Incorporated	71-107,273	121,027
AQUA VELVA	Combe Incorporated	75-046,419	2,343,852
AQUA VELVA and Design 	Combe Incorporated	75-211,002	2,130,278
AQUA VELVA ICE BLUE	Combe Incorporated	75-082,390	2,459,899
AQUA VELVA ICE SPORT	Combe Incorporated	75-082,383	2,427,180
AQUA VELVA TENDERFACE	Combe Incorporated	86-651,284	Pending
AUTOSTOP	Combe Incorporated	85-086367	4,192,032
BARE THERAPEUTICS	Combe Incorporated	87-130,471	Pending
BENZAL	Combe Incorporated	85-435,131	4,754,004
BRYLCREEM	Combe Incorporated	75-053,324	2,290,347
CHAMPIONS OF FACIAL HAIR	Combe Incorporated	86-017653	4,813,402
CLASSIC ICE BLUE and Design 	Combe Incorporated	75-211,000	2,161,529

Bottle Design	Combe Incorporated	75-219,743	2,190,069
CLEARVIA	Combe Incorporated	87-126,076	Pending
CONTROL GX	Combe Incorporated	85-422148	4,790,780
CONTROLGX	Combe Incorporated	85-733007	4,795,559
Crossed Combs Design 	Combe Incorporated	85-861716	4,492,438
Cup Oval Design 	Combe Incorporated	76-566,694	2,912,541
DENTURITE	Combe Incorporated	72-079,424	695,748
EXPERT PARTNER IN INTIMATE HEALTH	Combe Incorporated	86-220,001	Pending
FIRST SHAMPOO WITH A BRAIN	Combe Incorporated	86-664,186	5,142,520
FORMULA 16	Combe Incorporated	72-464,304	997,689
GRAY TARGET TECHNOLOGY	Combe Incorporated	85-046,996	4,004,797
GRECIAN	Combe Incorporated	72-464,303	997,688
GRECIAN and Design Grecian	Combe Incorporated	73-530,281	1,402,731
GRECIAN 5	Combe Incorporated	75-612,745	2,517,961
GRECIAN FORMULA 16	Combe Incorporated	74-320,875	1,820,922

GRECIAN FORMULA 16 Bottle Design	Combe Incorporated	74-320,925	1,840,231
GRECIAN PLUS	Combe Incorporated	74-320,918	1,816,579
GUY-FRIENDLY GRAY CARE	Combe Incorporated	87-232,780	Pending
ICE BLUE	Combe Incorporated	76-684,809	3,578,339
ICE BLUE	Combe Incorporated	72-356,466	935,779
ICE SPORT	Combe Incorporated	74-434,160	2,093,347
ICE SPORT	Combe Incorporated	75-046,417	2,427,176
ICE SPORT and Design 	Combe Incorporated	75-211,001	2,153,511
J.B.WILLIAMS	Combe Incorporated	86-588,408	Pending
J.B.WILLIAMS	Combe Incorporated	86-596,424	Pending
JUST 5	Combe Incorporated	75-001,876	2,178,871
JUST FOR MEN	Combe Incorporated	73-635,511	1,508,758
JUST FOR MEN	Combe Incorporated	85-022,757	3,870,671
JUST FOR MEN and Design 	Combe Incorporated	85-709,729	4,401,531
JUST FOR MEN and Design 	Combe Incorporated	85-022,868	3,870,673
JUST FOR MEN AUTOSTOP	Combe Incorporated	85-086,462	4,192,033

JUST FOR MEN AUTOSTOP and Design 	Combe Incorporated	85-673,733	4,348,074
JUST FOR MEN RESTORIA	Combe Incorporated	87-383,077	Pending
JUST FOR ROOTS	Combe Incorporated	87-255,162	Pending
LACTOPREBIOTIC	Combe Incorporated	85-379852	4,388,630
LECTRIC SHAVE	Combe Incorporated	420,438	373,714
LECTRIC SHAVE TENDERFACE	Combe Incorporated	86-627,023	Pending
MOUSTACHE & BEARD JUST FOR MEN and Design 	Combe Incorporated	76-687,420	3,669,700
MUG	Combe Incorporated	76-568,043	2,912,571
ODOR BLOCK	Combe Incorporated	87-195,207	Pending
ODOR BLOCK	Combe Incorporated	87-223,647	Pending
PHLORA pHlora	Combe Incorporated	86-634,654	Pending
POWER HOLD	Combe Incorporated	76-073,527	2,541,669
PROHYDRATE	Combe Incorporated	86-095,228	5,078,278
RESTORIA	Combe Incorporated	86-935,977	Pending
RESTORIA	Combe Incorporated	87-383,132	Pending
SCENTSITIVE SCENTS	Combe Incorporated	87-149,927	Pending
SEA-BOND	Combe Incorporated	74-411,305	1,828,022
SEA•BOND	Combe Incorporated	86-389,120	4,723,306
SHAMELESS ABOUT VAGINAL HEALTH	Combe Incorporated	87-112,970	Pending

SIMPLE SOLUTION	Combe Incorporated	87-366,730	Pending
THERE'S SOMETHING ABOUT AN AQUA VELVA MAN	Combe Incorporated	76-629,319	3,431,704
TOUCH OF GRAY	Combe Incorporated	77-068,600	3,412,288
V Design 	Combe Incorporated	85-585,005	4,343,844
VAGISIL and Design 	Combe Incorporated	85-622,954	4,343,995
VAGISIL	Combe Incorporated	76-506,165	2,971,826
VAGISIL	Combe Incorporated	85-532,058	4,205,458
VAGISIL	Combe Incorporated	73-164,746	1,104,172
VAGISIL	Combe Incorporated	85-311,816	4,073,832
VAGISIL	Combe Incorporated	78-852,682	3,285,997
VAGISIL	Combe Incorporated	73-536,975	1,424,503
VAGISIL	Combe Incorporated	86-410,173	Pending
VAGISIL BARE THERAPEUTICS	Combe Incorporated	87-130,800	Pending
VAGISIL SCENTSITIVE SCENTS	Combe Incorporated	87-214,937	Pending
VISIBLE PROOF	Combe Incorporated	87-366,701	Pending
WILLIAMS	Combe Incorporated	71-072,985	95,276
WILLIAMS	Combe Incorporated	74-442,521	1,910,686
WILLIAMS	Combe Incorporated	71-290,864	269,143
WILLIAMS and Design 	Combe Incorporated	74-467,266	1,918,673

WILLIAMS LECTRIC SHAVE and Design 	Combe Incorporated	85-844,935	4,534,510
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