

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM430726

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SANDOW MEDIA, LLC		06/05/2017	Limited Liability Company: DELAWARE
NEWBEAUTY MEDIA GROUP, LLC		06/05/2017	Limited Liability Company: DELAWARE
LUXE MEDIA GROUP, LLC		06/05/2017	Limited Liability Company: DELAWARE
INTERIOR DESIGN MEDIA GROUP, LLC		06/05/2017	Limited Liability Company: DELAWARE
SANDOW SERVICES GROUP, LLC		06/05/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ALPINE CAPITAL, LLC		
Street Address:	2100 Rexford Road		
Internal Address:	Suite 100		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28211		
Entity Type:	Limited Liability Company: NORTH CAROLINA		
PROPERTY NUMBERS Total: 37			
Property Type	Number	Word Mark	
Registration Number:	1911286	INTERIOR DESIGN	
Registration Number:	3638113	INTERIOR DESIGN	
Registration Number:	4246945	INTERIOR DESIGN BEST OF YEAR	
Registration Number:	4438327	INTERIOR DESIGN HALLOFFAME	
Serial Number:	87233090	GIANTS	
Serial Number:	87233131	GIANTS OF DESIGN	
Registration Number:	4672880	BEAUTYDNA	
Registration Number:	4819743	BEAUTYDNA	
Registration Number:	4832583	MEDIAJET	
Registration Number:	4196846	SANDOW	
Registration Number:	2981523	NEWBEAUTY	

OP \$940.00 1911286

Property Type	Number	Word Mark
Registration Number:	3298626	DAILYBEAUTY
Registration Number:	3621343	LUXE
Registration Number:	3425859	LUXE SOURCE
Registration Number:	3435655	FRAGRANCEFINDER
Registration Number:	3822886	LUXE. INTERIORS + DESIGN
Registration Number:	4226023	SAMPLEBAR
Registration Number:	3065171	SPA CHOCOLATE
Registration Number:	3199799	TESTTUBE
Registration Number:	3406831	NEWBEAUTY
Registration Number:	3132844	BEAUTY PASS
Registration Number:	4951500	CURATOR/ NAVIGATING GLOBAL LUXURY
Registration Number:	4166771	NEWBEAUTY BEAUTY CHOICE AWARD PRODUCT WI
Registration Number:	4182150	NEWBEAUTY
Registration Number:	4167527	NEWBEAUTY
Registration Number:	4164770	LUXE. INTERIORS + DESIGN
Registration Number:	4411721	THE BEAUTY AUTHORITY
Registration Number:	4727957	SANDOW SK
Registration Number:	4451955	MATCH BY NEWBEAUTY
Registration Number:	4401054	LUXEBOX
Registration Number:	4334839	BRANDS POWERED BY INNOVATION
Registration Number:	4349430	SANDOW
Registration Number:	4495805	NEWBEAUTY LIVE
Registration Number:	4522860	NEWBEAUTY SPA+
Registration Number:	5144462	EXPERT INJECTOR
Registration Number:	3871654	EXPERT INJECTOR
Registration Number:	3808541	STUDIO BEAUTYMIX

CORRESPONDENCE DATA

Fax Number: 7037125050

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: 703-712-5352

Email: jmiller@mcguirewoods.com

Correspondent Name: Joyce Miller

Address Line 1: 1750 Tysons Blvd.

Address Line 2: Suite 1800

Address Line 4: Tysons, VIRGINIA 22102

NAME OF SUBMITTER: Joyce Miller

SIGNATURE: /Joyce Miller/

DATE SIGNED:

06/09/2017

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of June 5, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by and among the entities listed on the signature pages hereof as “Grantors” (each a “**Grantor**” and, collectively, the “**Grantors**”) and **ALPINE CAPITAL, LLC**, a North Carolina limited liability company (“**Alpine**”), as servicer, administrative agent and collateral agent (together with its successors and assigns, in such capacity, the “**Agent**”) for the Secured Parties.

WITNESSETH:

WHEREAS, Sandow Media, LLC, a Delaware limited liability company (“**Sandow Media**”), the other “Issuers”, “Grantors” and “Guarantors” (each as defined therein) party thereto from time to time, and the Agent have entered into that certain Guaranty and Collateral Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Guaranty and Collateral Agreement**”);

WHEREAS, NewBeauty Media Group, LLC, a Delaware limited liability company (“**New Beauty Media**”), Luxe Media Group, LLC, a Delaware limited liability company (“**Luxe**”), Interior Design Media Group, LLC, a Delaware limited liability company (“**Interior Design**”), and Sandow Services Group, LLC, a Delaware limited liability company (“**Sandow Services**,” together with New Beauty Media, Luxe, and Interior Design, each a “**Borrower**”, and collectively, the “**Borrowers**”) have entered into certain Credit and Security Agreements with Agent, the lenders party thereto (collectively, with respect to all such Credit Agreements, the “**Lenders**”), and the other Persons party thereto from time to time, each dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, each a “**Credit Agreement**,” and collectively, the “**Credit Agreements**”);

WHEREAS, pursuant to the Guaranty and Collateral Agreement and the Credit Agreements (collectively, the “**Security Agreements**”), the Guarantors and the Borrowers, respectively, are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Agent to enter into the Credit Agreements and to extend credit thereunder, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Except as otherwise expressly indicated, capitalized terms used herein without definition have the meanings indicated in the Guaranty and Collateral Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges, hypothecates and grants to Agent, for the benefit of the Secured Parties, a continuing security interest, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, in all of its right, title and interest in, to and under the following (but excluding Excluded Property) (the “**Trademark Collateral**”):

(a) all of its Trademarks and all agreements, whether written or oral, providing for the grant by or to such Grantor of any right with respect to any Trademark, in each case including without limitation those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and other amounts at any time due or payable or asserted under and with respect to any of the foregoing, including without limitation all rights to sue and recover at Law or in equity for any past, present and/or future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, the "Trademark Collateral" shall not include any "intent-to-use" application for registration of a Trademark filed in the United States Patent and Trademark Office pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

Section 3. Security Agreements. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Agent pursuant to the Security Agreements, and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent and the Lenders with respect to the security interest in its Trademark Collateral made and granted hereby are more fully set forth in the Security Agreements to which such Grantor is party, the terms and provisions of which are hereby incorporated by reference herein as if fully set forth herein. With respect to each Guarantor, in the event that any provision of this Trademark Security Agreement conflicts with any provision of the Guaranty and Collateral Agreement, the Guaranty and Collateral Agreement shall govern. With respect to each Borrower, in the event that any provision of this Trademark Security Agreement conflicts with any provision of the Credit Agreement to which such Borrower is party, such Credit Agreement shall govern.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding (but subject to the rights and remedies of Agent and the Lenders pursuant to the Related Financing Documents, applicable Law, and/or in equity), such Grantor has full and complete responsibility for the prosecution, defense, enforcement and other necessary or desirable actions in connection with its Trademark Collateral and its "intent-to-use" applications referred to in the final paragraph of Section 2 of this Trademark Security Agreement.

Section 5. Captions. Section captions used in this Trademark Security Agreement are for convenience only and shall not affect the construction or interpretation of this Trademark Security Agreement.

Section 6. Governing Law. This Trademark Security Agreement, and all matters arising out of or relating to this Trademark Security Agreement, will be governed by the laws of the State of North Carolina, without regard to any conflicts of laws principles thereof that would call for the application of the laws of any other jurisdiction, except to the extent that the validity or perfection of the security interests granted hereunder, or remedies related thereto, in respect of any particular Trademark Collateral are governed by the laws of a jurisdiction other than the State of North Carolina.

Section 7. Waiver of Jury Trial; Jurisdiction and Venue. Each Grantor hereby irrevocably consents to the jurisdiction of the state and federal courts located in the County of Mecklenburg in the State of North Carolina in connection with any action or proceeding arising out of or relating to this Trademark Security Agreement. In any such action or proceeding, each Grantor waives personal service of any summons, complaint or other process and agrees that service thereof may be made by certified or registered

mail directed to the parties hereto at the addresses specified for the purposes of notices under the Security Agreements to which such Grantor is party. At the request of Agent or any Credit Party, any dispute or claim relating to this Trademark Security Agreement shall be resolved by binding arbitration and (a) the arbitration proceedings will be determined in accordance with the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq., the then-current Commercial Finance rules and procedures of the American Arbitration Association or any successor thereof (or any successor rules for arbitration of financial services disputes) and the terms hereof and of the Security Agreements (provided that in the event of any conflict, the terms hereof and of the Security Agreements shall control), (b) the arbitration shall be administered by the parties hereto and not the AAA and shall be conducted, unless otherwise required by law, in the County of Mecklenburg in the State of North Carolina or, at the discretion of Agent, at a location selected solely by Agent in any U.S. state where real or tangible personal property Global Collateral is located or where any Grantor has a place of business or any location in the State of North Carolina and (c) all issues shall be heard and determined by one neutral arbitrator with experience in commercial finance disputes and selected pursuant to the AAA Arbitrator Select: List and Appointment process (or successor AAA process) administered by decisions issued within 120 days of appointment of the arbitrator. The parties hereto agree that the transactions contemplated hereunder and in any other Related Financing Document shall be deemed to have been performed in the State of North Carolina.

Section 8. Binding Effect. This Trademark Security Agreement inures to the benefit of and is binding upon the parties hereto and their respective successors and permitted assigns; provided, that no Grantor may assign any its rights or obligations hereunder or any interest herein without the prior written consent of Agent.

Section 9. Integration. This Trademark Security Agreement and the other Related Financing Documents represent the entire agreement about this subject matter and supersede prior negotiations or agreements. All prior agreements, understandings, representations, warranties, and negotiations between the parties about the subject matter of this Trademark Security Agreement and the Related Financing Documents are superseded by this Trademark Security Agreement and the Related Financing Documents.

Section 10. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, and all taken together, constitute one Trademark Security Agreement. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or electronic transmission shall be as effective as delivery of a manually executed counterpart hereof, but Grantors shall promptly deliver original counterparts of this Trademark Security Agreement executed by Grantors to Agent, as requested by Agent.

Section 11. Financing Document. This Trademark Security Agreement constitutes a Related Financing Document as well as a "Financing Document" (as defined in each Credit Agreement).

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, intending to be legally bound, the undersigned have duly executed this Trademark Security Agreement as of the date first set forth above.

GRANTORS:

SANDOW MEDIA, LLC, a Delaware limited liability company

By:  (SEAL)
Name: Paul Mattison
Title: Chief Financial Officer

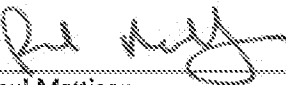
NEWBEAUTY MEDIA GROUP, LLC, a Delaware limited liability company

By:  (SEAL)
Name: Paul Mattison
Title: Chief Financial Officer

LUXE MEDIA GROUP, LLC, a Delaware limited liability company

By:  (SEAL)
Name: Paul Mattison
Title: Chief Financial Officer

INTERIOR DESIGN MEDIA GROUP, LLC, a Delaware limited liability company

By:  (SEAL)
Name: Paul Mattison
Title: Chief Financial Officer

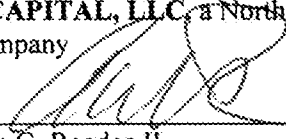
SANDOW SERVICES GROUP, LLC, a Delaware limited liability company

By:  (SEAL)
Name: Paul Mattison
Title: Chief Financial Officer

{Signature Page to Trademark Security Agreement}

AGENT:

ALPINE CAPITAL, LLC, a North Carolina limited liability company

By:  (SEAL)
Name: Alan G. Regdos II
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006081 FRAME: 0323

SCHEDULE 1

U.S. TRADEMARKS

Serial #	Filing Date	Reg. #	Reg. Date	Mark	Registrant
74117726	11/26/90	1911286	08/15/95	INTERIOR DESIGN	Interior Design Media Group, LLC
77542242	08/08/08	3638113	06/16/09	INTERIOR DESIGN	Interior Design Media Group, LLC
85388038	08/03/11	4246945	11/20/12	INTERIOR DESIGN BEST OF YEAR	Interior Design Media Group, LLC
85600981	04/18/12	4438327	11/26/13	INTERIOR DESIGN HALLOFFAME	Interior Design Media Group, LLC
87233090	11/10/16			GIANTS	Interior Design Media Group, LLC
87233131	11/10/16			GIANTS OF DESIGN	Interior Design Media Group, LLC
86133601	12/03/13	4672880	01/13/15	BEAUTYYDNA	Sandow Media, LLC
86455394	11/15/14	4819743	09/22/15	BEAUTYYDNA	Sandow Media, LLC
86168796	01/17/14	4832583	10/13/15	MEDIAJET	Sandow Media, LLC
85347257	06/15/11	4196846	08/28/12	SANDOW	Sandow Media, LLC
76538086	08/18/03	2981523	08/02/05	NEWBEAUTY	Sandow Media, LLC
77029707	10/26/06	3298626	09/25/07	DAILYBEAUTY	Sandow Media, LLC
77031075	10/27/06	3621343	05/19/09	LUXE	Sandow Media, LLC
77243405	07/31/07	3425859	05/13/08	LUXE SOURCE	Sandow Media, LLC
77294924	10/03/07	3435655	05/27/08	FRAGRANCEFINDER	Sandow Media, LLC
77720562	04/23/09	3822886	07/20/10	LUXE. INTERIORS + DESIGN	Sandow Media, LLC
77837494	09/29/09	4226023	10/16/12	SAMPLEBAR	Sandow Media, LLC
78449976	07/13/200	3065171	03/07/06	SPA CHOCOLATE	Sandow Media, LLC
78713722	09/15/05	3199799	01/16/07	TESTTUBE	Sandow Media, LLC
78713752	09/15/05	3406831	04/01/08	NEWBEAUTY	Sandow Media, LLC
78713779	09/15/05	3132844	08/22/06	BEAUTY PASS	Sandow Media, LLC

85346666	06/15/11	4951500	05/03/16	CURATOR/ NAVIGATING GLOBAL LUXURY	Sandow Media, LLC
85347284	06/15/11	4166771	07/03/12	NEWBEAUTY BEAUTY CHOICE AWARD PRODUCT WINNER	Sandow Media, LLC
85401067	08/18/11	4182150	07/31/12	NEWBEAUTY	Sandow Media, LLC
85463275	11/03/11	4167527	07/03/12	NEWBEAUTY	Sandow Media, LLC
85520183	01/19/12	4164770	06/26/12	LUXE. INTERIORS + DESIGN	Sandow Media, LLC
85538403	02/09/12	4411721	10/01/13	THE BEAUTY AUTHORITY	Sandow Media, LLC
85574065	03/20/12	4727957	04/28/15	SANDOW SK	Sandow Media, LLC
85578882	03/23/12	4451955	12/17/13	MATCH BY NEWBEAUTY	Sandow Media, LLC
85599033	04/16/12	4401054	09/10/13	LUXEBOX	Sandow Media, LLC
85737417	09/25/12	4334839	05/14/13	BRANDS POWERED BY INNOVATION	Sandow Media, LLC
85738126	09/25/12	4349430	06/11/13	SANDOW	Sandow Media, LLC
85761499	10/23/12	4495805	03/11/14	NEWBEAUTY LIVE	Sandow Media, LLC
85794350	12/04/12	4522860	04/29/14	NEWBEAUTY SPA+	Sandow Media, LLC
86849902	12/15/15	5144462	02/21/17	EXPERT INJECTOR	Sandow Media, LLC
		3871654 (Supplemental)	11/2/2010	EXPERT INJECTOR	Sandow Media, LLC
		3808541	6/22/2010	STUDIO BEAUTY MIX	Sandow Media, LLC

STATE TRADEMARKS

Serial #	Filing Date	Reg. #	Reg. Date	Mark	Registrant
		81392 (California)	5/23/1986	INTERIOR DESIGN	Interior Design Media Group, LLC

TRADEMARK LICENSES

None.