

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM431973

<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>
Davex Labs, LLC		06/20/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Webster Business Credit Corporation		
<b>Street Address:</b>	360 Lexington Ave		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	Corporation: NEW YORK		
<b>PROPERTY NUMBERS Total: 23</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3403637	BUNGEE	
<b>Registration Number:</b>	2631364	FINAL EFFECTS	
<b>Registration Number:</b>	3037429	FLOWER SHIELD COMPLEX	
<b>Registration Number:</b>	3393648	HEALING COLOR	
<b>Registration Number:</b>	3464821	HEALING COLORCARE	
<b>Registration Number:</b>	3131355	HEALING HAIRCARE	
<b>Registration Number:</b>	3160998	HEALING MOISTURE	
<b>Registration Number:</b>	4618927	HEALING STRENGTH	
<b>Registration Number:</b>	4618928	HEALING VOLUME	
<b>Registration Number:</b>	4447315	KB2	
<b>Registration Number:</b>	4437164	KERATIN BOND 2	
<b>Registration Number:</b>	1565350	L'ANZA	
<b>Registration Number:</b>	3083231	MAGIC BULLET	
<b>Registration Number:</b>	3383414	POLYESTER	
<b>Registration Number:</b>	2317301	ROOT EFFECTS	
<b>Registration Number:</b>	3403639	SEQUIN	
<b>Registration Number:</b>	2265719	STRAIT-LINE	
<b>Registration Number:</b>	2545014	THERMAL DEFENSE	
<b>Registration Number:</b>	3280524	TRAUMA TREATMENT	
<b>TRADEMARK</b>			

OP \$590.00 3403637

Property Type	Number	Word Mark
Registration Number:	2201461	ULTIMATE TREATMENT
Registration Number:	2267739	ZERO WEIGHT GEL
Registration Number:	1922791	ROBERT DE LANZA
Serial Number:	87401669	AIRPASTE

**CORRESPONDENCE DATA**

**Fax Number:**

*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:** 212-238-3214  
**Email:** SELWIN@EMMETMARVIN.COM  
**Correspondent Name:** Sharon Elwin  
**Address Line 1:** 120 Broadway, 32nd Floor  
**Address Line 2:** Emmet Marvin & Martin, LLP  
**Address Line 4:** New York, NEW YORK 10271

<b>ATTORNEY DOCKET NUMBER:</b>	F170899 for 6725.433
<b>NAME OF SUBMITTER:</b>	Sharon Elwin
<b>SIGNATURE:</b>	/Sharon Elwin/
<b>DATE SIGNED:</b>	06/21/2017

**Total Attachments: 5**  
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source=Davex labs-trademark filing#page3.tif  
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**GRANT OF SECURITY INTEREST (TRADEMARKS)**

June 20, 2017

The undersigned, **DAVEX LABS, LLC**, a Delaware limited liability company (the "**Grantor**"), and **WEBSTER BUSINESS CREDIT CORPORATION**, (the "**Lender**") are parties to a Security Agreement, dated as of June 20, 2017 (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**"). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

Pursuant to the Security Agreement, as security for the payment or performance, as applicable, in full of the Obligations, the Grantor granted to the Lender, a security interest in, all of the right, title and interest of the Grantor in, to and under the Collateral, including, without limitation, certain of its intellectual property.

For good and valuable consideration, the receipt of which is hereby acknowledged, and for the purpose of recording the grant of the security interest as aforesaid, the Grantor, as security for the payment or performance, as applicable, in full of the Obligations, hereby grants to the Lender, a security interest in, all of the right, title and interest of the Grantor in, to and under the following property of the Grantor, now owned or hereafter acquired by the Grantor (collectively, the "**Trademark Collateral**"):

- (a) trademarks and registrations thereof, including the trademarks listed on Schedule 1 attached hereto (collectively, the "**Trademarks**");
- (b) the goodwill of the business symbolized by the Trademarks; and
- (c) all proceeds thereof, including, without limitation, from any and all causes of action which may exist by reason of infringement thereof.

Notwithstanding anything to the contrary herein, "Trademark Collateral" does not include any intent-to-use trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, 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 such intent-to-use trademark application under applicable federal law.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are set forth in the Security Agreement, the terms and

provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Lender's address is: 360 Lexington Avenue, 5<sup>th</sup> Floor, New York, New York 10017.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest (Trademarks) to be duly executed by its duly authorized officer as of the date first written above.

**DAVEX LABS, LLC**

By: 

Name: David Berglass

Title: President and Chief Executive Officer

[Signature page to Grant of Security Interest (Trademarks)]

**Schedule 1**  
**to**  
**Grant of Security Interest (Trademarks)**

Trademark	Application No. Filing Date	Registration No. Registration Date
BUNGEE	78964165 30-AUG-2006	3403637 25-MAR-2008
FINAL EFFECTS	76335579 09-NOV-2001	2631364 08-OCT-2002
FLOWER SHIELD COMPLEX	76620699 15-NOV-2004	3037429 03-JAN-2006
HEALING COLOR	77121488 02-MAR-2007	3393648 04-MAR-2008
HEALING COLORCARE	78430958 07-JUN-2004	3464821 08-JUL-2008
HEALING HAIRCARE	78399492 09-APR-2004	3131355 15-AUG-2006
HEALING MOISTURE	76620673 15-NOV-2004	3160998 17-OCT-2006
HEALING STRENGTH	86106219 30-OCT-2013	4618927 07-OCT-2014
HEALING VOLUME	86106220 30-OCT-2013	4618928 07-OCT-2014
KB2	85908564 18-APR-2013	4447315 10-DEC-2013
KERATIN BOND <sup>2</sup>	85578955 23-MAR-2012	4437164 19-NOV-2013
L'ANZA	73698940 04-DEC-1987	1565350 14-NOV-1989
MAGIC BULLET	76555805 30-OCT-2003	3083231 18-APR-2006

Trademark	Application No. Filing Date	Registration No. Registration Date
POLYESTER	78967889 06-SEP-2006	3383414 12-FEB-2008
ROOT EFFECTS	75565950 07-OCT-1998	2317301 08-FEB-2000
SEQUIN	78964198 30-AUG-2006	3403639 25-MAR-2008
STRAIT-LINE	75422166 23-JAN-1998	2265719 27-JUL-1999
THERMAL DEFENSE	76285527 17-JUL-2001	2545014 05-MAR-2002
TRAUMA TREATMENT	78569559 17-FEB-2005	3280524 14-AUG-2007
ULTIMATE TREATMENT	75375743 20-OCT-1997	2201461 03-NOV-1998
ZERO WEIGHT GEL	75405368 15-DEC-1997	2267739 03-AUG-1999
ROBERT DE LANZA	74377002 8-APR-1993	1922791 26-SEPT-1995
AIRPASTE	87401669 6-APR-2017	