

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM439302

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SUNDIAL BRANDS LLC		08/15/2017	Limited Liability Company: NEW YORK
Madame C.J. Walker Enterprises, LLC		08/15/2017	Limited Liability Company: NEW YORK
NYAKIO, LLC		08/15/2017	Limited Liability Company: NEW YORK

RECEIVING PARTY DATA

Name:	Goldman Sachs Bank USA
Street Address:	200 West Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10282
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	4565484	DOOBOP
Registration Number:	5153687	NUBIAN HERITAGE
Registration Number:	4085492	NUBIAN HERITAGE
Registration Number:	5153688	NUBIAN HERITAGE
Registration Number:	5163883	SHEA MOISTURE
Registration Number:	4094893	SHEA MOISTURE
Registration Number:	5153686	SHEA MOISTURE
Registration Number:	4753641	SUNDIAL
Registration Number:	4753642	SUNDIAL BRANDS
Registration Number:	1097133	MW MADAM C.J. WALKER
Registration Number:	2300025	MADAME C. J. WALKER
Registration Number:	4732051	NYAKIO
Registration Number:	4411297	NYAKIO
Registration Number:	2856415	NYAKIO
Serial Number:	87323617	EVERYBODY GETS LOVE

OP \$415.00 4565484

Property Type	Number	Word Mark
Serial Number:	87317969	SHEAGIRL

CORRESPONDENCE DATA

Fax Number: 8004947512

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: 800-494-5225

Email: ipteam@cogencyglobal.com

Correspondent Name: Stewart Walsh

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: Cogency Global Inc.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F172057
NAME OF SUBMITTER:	Jonathan Larson
SIGNATURE:	/Jonathan Larson/
DATE SIGNED:	08/15/2017

Total Attachments: 6

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GRANT OF
SECURITY INTEREST IN TRADEMARKS

This GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of August 15, 2017 (this "Agreement"), is made by SUNDIAL BRANDS LLC, a New York limited liability company ("Sundial"), Madame C.J. Walker Enterprises, LLC ("Madame") and NYAKIO, LLC ("NYAKIO") and together with Sundial and Madame, each a "Grantor" and collectively, the "Grantors", in favor of Goldman Sachs Bank USA, as the Collateral Agent for the benefit of the Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Amended and Restated Credit Agreement, dated as of August 15, 2017 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified, replaced or refinanced from time to time, the "Credit Agreement"), among SUNDIAL GROUP LLC, a New York limited liability company ("Parent"), SUNDIAL GROUP HOLDINGS LLC, a New York limited liability company (the "Borrower"), the Lenders from time to time party thereto, GOLDMAN SACHS BANK USA as the Administrative Agent, the Collateral Agent, a Letter of Credit Issuer, Swingline Lender and a Lender, and the other parties from time to time party thereto, the Lenders, the Swingline Lender and Letter of Credit Issuers have severally agreed to make their respective loans and extensions of credit to the Borrower and its subsidiaries upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries of the Borrower that become a party thereto, have executed and delivered the Amended and Restated Security Agreement, dated as of August 15, 2017 in favor of the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified, replaced or refinanced from time to time, the "Security Agreement"), or a supplement thereto;

WHEREAS, pursuant to the Security Agreement, each Grantor has pledged and granted to the Collateral Agent for the benefit of the Collateral Agent and the Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks, that are not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders and the Letter of Credit Issuers to make their respective Extensions of Credit to Parent, the Borrower and its Subsidiaries, as applicable, and to induce one or more Cash Management Banks, Bank Product Providers or Hedge Banks to enter into Secured Cash Management Agreements, Secured Bank Product Agreements or Secured Hedge Agreements, respectively, with Parent, the Borrower and/or the Restricted Subsidiaries, each Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

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 Credit Agreement or the Security Agreement, as applicable.

2. Grant of Security Interest. Subject to the terms of the Security Agreement, Grantor hereby grants a security interest in all of its right, title and interest in, to and under the Trademarks, to the extent owned by Grantor, that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the "Collateral"), to the Collateral Agent for the benefit of the Secured Parties as collateral security for payment and performance when due of the Obligations; provided that, applications in the United States Patent and Trademark Office

to register trademarks or service marks on the basis of Grantor's "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office.

4. Termination or Release. Upon the termination of the Security Agreement or release of a Grantor in accordance with Section 6.5 thereof, the Collateral Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the Security Interest in the Trademarks of such Grantor under this Grant of Security Interest in Trademarks.

5. Acknowledgment. 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 Security 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 Security Agreement, the terms of the Security Agreement shall govern.

6. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to be originals and shall constitute one and the same instrument.

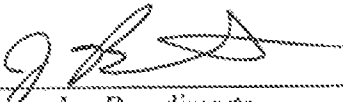
7. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Signature pages follow]

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.

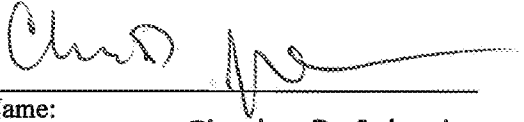
SUNDIAL BRANDS LLC;
MADAME C.J. WALKER ENTERPRISES, LLC; and
NYAKIO, LLC,
each as a Grantor

By:



Name: Jay Brandimarte
Title: Chief Financial Officer

GOLDMAN SACHS BANK USA, as the
Collateral Agent



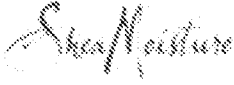


By: 
Name: _____
Title: Charles D. Johnston
Authorized Signatory


[Signature page to Grant of Security Interest in Trademarks]


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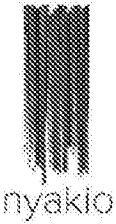
SCHEDULE A

U.S. REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

SUNDIAL BRANDS LLC - United States Trademark Registrations and Applications			
<u>Country</u>	<u>Mark</u>	<u>App./Reg. No.</u>	<u>App./Reg. Date</u>
United States	DOOBOP	85/982135 4565484	4/9/2013 7/8/2014
United States	EVERYBODY GETS LOVE	87/323617	2/3/2017
United States	NUBIAN HERITAGE	86/737774 5153687	08/26/2015 3/7/2017
United States	NUBIAN HERITAGE and Design 	76/707533 4085492	5/9/2011 01/17/2012
United States	NUBIAN HERITAGE and Design 	86/737788 5153688	08/26/2015 3/7/2017
United States	SHEA MOISTURE	86/737754 5163883	08/26/2015 3/21/2017
United States	SHEA MOISTURE (Stylized) 	76/707547 4094893	5/9/2011 02/07/2012
United States	SHEA MOISTURE (Stylized) 	86/737743 5153686	08/26/2015 3/7/2017
United States	SHEAGIRL	87/317969	1/30/2017
United States	SUNDIAL and Design 	76/712691 4753641	10/22/2012 06/16/2015

SUNDIAL BRANDS LLC - United States Trademark Registrations and Applications			
<u>Country</u>	<u>Mark</u>	<u>App./Reg. No.</u>	<u>App./Reg. Date</u>
United States	SUNDIAL BRANDS and Design 	76/712693	10/22/2012
		4753642	06/16/2015

MADAME C.J. WALKER ENTERPRISES, LLC - United States Trademark Registrations and Applications			
<u>Country</u>	<u>Mark</u>	<u>App./Reg. No.</u>	<u>App./Reg. Date</u>
United States	MADAM C.J. WALKER Logo 	73/144654	10/14/1977
		1097133	7/25/1978
United States	MADAME C.J. WALKER	75/596468	11/27/1998
		2300025	12/14/1999

NYAKIO LLC - United States Trademark Registrations and Applications			
<u>Country</u>	<u>Mark</u>	<u>App./Reg. No.</u>	<u>App./Reg. Date</u>
United States	NYAKIO and Brush Strokes Design 	85/869873	3/7/2013
		4732051	5/5/2015
United States	NYAKIO	77/788816	7/24/2009
		4411297	10/1/2013
United States	NYAKIO	76395127	4/12/2002
		2856415	6/22/2004