

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM448547

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | AMENDED AND RESTATED CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---------------------|----------|----------------|--|
| DRYBAR HOLDINGS LLC | | 10/24/2017 | Limited Liability Company: DELAWARE |

RECEIVING PARTY DATA

| | |
|------------------------|---|
| Name: | KEYBANK NATIONAL ASSOCIATION |
| Street Address: | 127 PUBLIC SQUARE |
| City: | CLEVELAND |
| State/Country: | OHIO |
| Postal Code: | 44114 |
| Entity Type: | National Banking Association: UNITED STATES |

PROPERTY NUMBERS Total: 77

| Property Type | Number | Word Mark |
|----------------|----------|-----------------|
| Serial Number: | 85796756 | 100 PROOF |
| Serial Number: | 86765863 | BABY BUTTERCUP |
| Serial Number: | 86406355 | BAY BREEZE |
| Serial Number: | 87586341 | BIG CRIMPIN' |
| Serial Number: | 86552710 | BLONDE ALE |
| Serial Number: | 86087594 | BUTTERCUP |
| Serial Number: | 87581957 | |
| Serial Number: | 87581977 | |
| Serial Number: | 77960806 | |
| Serial Number: | 85672272 | |
| Serial Number: | 85796780 | CREAM SODA |
| Serial Number: | 86365078 | DOUBLE PINT |
| Serial Number: | 86948333 | DOUBLE STANDARD |
| Serial Number: | 86901662 | DRYBAR |
| Serial Number: | 77944223 | DRYBAR |
| Serial Number: | 85842497 | DRYBAR |
| Serial Number: | 77982583 | DRYBAR |
| Serial Number: | 87427930 | DRYBAR |

CH \$1940.00 85796756

TRADEMARK

| Property Type | Number | Word Mark |
|----------------|----------|-----------------------------------|
| Serial Number: | 85672274 | DRYBAR |
| Serial Number: | 87263916 | DRYBAR DETOX |
| Serial Number: | 87581965 | DRYBAR |
| Serial Number: | 87581973 | DRYBAR |
| Serial Number: | 87581979 | DRYBAR |
| Serial Number: | 87581962 | DRYBAR |
| Serial Number: | 86611098 | DRY-ON-THE-FLY |
| Serial Number: | 87078931 | EXTENDED WARRANTY |
| Serial Number: | 86365074 | FULL KEG |
| Serial Number: | 86365069 | FULL PINT |
| Serial Number: | 86140856 | GOLD MINE |
| Serial Number: | 86365076 | HALF KEG |
| Serial Number: | 86365073 | HALF PINT |
| Serial Number: | 86442513 | HAPPY HOUR |
| Serial Number: | 86782396 | HIGH 'N MIGHTY |
| Serial Number: | 87223925 | HIGH ROLLERS |
| Serial Number: | 85673407 | HOT MAMMA! |
| Serial Number: | 86333577 | KEGGER |
| Serial Number: | 87605081 | KEGGER |
| Serial Number: | 85673408 | LUCKY B#!CH |
| Serial Number: | 86552721 | MAI TAI SPRITZER |
| Serial Number: | 85672187 | MANHATTAN |
| Serial Number: | 87340546 | MOCKTAIL |
| Serial Number: | 85796766 | MONEY MAKER |
| Serial Number: | 86075154 | MONEY TO BLOW |
| Serial Number: | 86629732 | MR. INCREDIBLE |
| Serial Number: | 86558689 | MUDSLIDE |
| Serial Number: | 77944218 | NO CUTS. NO COLOR. JUST BLOWOUTS. |
| Serial Number: | 87224305 | ON THE ROCKS |
| Serial Number: | 85651205 | PEACE, LOVE & BLOWOUTS |
| Serial Number: | 85652271 | PEACE, LOVE & BLOWOUTS! |
| Serial Number: | 86951466 | PREP RALLY |
| Serial Number: | 86552715 | SAKE BOMB |
| Serial Number: | 86766250 | SLUMBER PARTY |
| Serial Number: | 85796785 | SOUTHERN BELLE |
| Serial Number: | 86552713 | SPARKLING SODA |
| Serial Number: | 85672186 | STRAIGHT UP |
| Serial Number: | 87503646 | TEXAS TEA |

| Property Type | Number | Word Mark |
|----------------|----------|----------------------|
| Serial Number: | 87451758 | TEXAS TEASE |
| Serial Number: | 87586361 | TEXAS TEASE |
| Serial Number: | 87586365 | TEXAS TEASE |
| Serial Number: | 86552724 | THE 3-DAY BENDER |
| Serial Number: | 87203809 | THE BOUNCER |
| Serial Number: | 85796771 | THE CHASER |
| Serial Number: | 87615366 | THE FLAT MATE |
| Serial Number: | 85672188 | THE MAI TAI |
| Serial Number: | 87143785 | THE MAIN SQUEEZE |
| Serial Number: | 85672223 | THE MORNING AFTER |
| Serial Number: | 87586374 | THE OLD FASHIONED |
| Serial Number: | 87579719 | THE SHERIFF |
| Serial Number: | 87156018 | THE TINY TRESS PRESS |
| Serial Number: | 86589363 | THE TRESS PRESS |
| Serial Number: | 86822882 | THE WARDEN |
| Serial Number: | 87234336 | THE WRAP PARTY |
| Serial Number: | 86255525 | TRIPLE SEC |
| Serial Number: | 85672185 | UP-TINI |
| Serial Number: | 86589369 | VELVET HAMMER |
| Serial Number: | 86964383 | WHISKEY FIX |
| Serial Number: | 87346889 | WHISKEY FIX |

CORRESPONDENCE DATA

Fax Number: 2165790212

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: 216.586.7021

Email: dpuljic@jonesday.com

Correspondent Name: DANIEL PULJIC / JONES DAY

Address Line 1: 901 LAKESIDE AVENUE

Address Line 2: NORTH POINT

Address Line 4: CLEVELAND, OHIO 44114

ATTORNEY DOCKET NUMBER: 601755-185098

NAME OF SUBMITTER: DANIEL PULJIC

SIGNATURE: /Daniel Puljic/

DATE SIGNED: 10/25/2017

Total Attachments: 8

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**AMENDED AND RESTATED CONFIRMATORY GRANT OF
SECURITY INTEREST IN UNITED STATES TRADEMARKS**

THIS AMENDED AND RESTATED CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (the "Confirmatory Grant") is made effective as of October 24, 2017 by and from DRYBAR HOLDINGS LLC, a Delaware limited liability company (the "Grantor"), to and in favor of KEYBANK NATIONAL ASSOCIATION (the "Grantee") for itself and as Administrative Agent for the Lenders (as defined in the Credit Agreement referenced below).

WHEREAS, the Grantor, the Lenders and the Grantee have entered into an Amended and Restated Credit Agreement dated October 24, 2017 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, the Grantor and certain Subsidiaries of the Grantor have entered into an Amended and Restated Pledge and Security Agreement dated October 24, 2017 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement").

WHEREAS, the Grantor owns certain Trademarks, including but not limited to those Trademarks listed on Exhibit A attached hereto, which listed Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to Grantee under the Pledge and Security Agreement. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Pledge and Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference.

WHEREAS, the Grantor desires to amend and restate that certain Confirmatory Grant of Security Interest in United States Trademarks dated as of March 23, 2016 (the "Existing Confirmatory Grant"), among the Grantor and Morgan Stanley Senior Funding, Inc., as amended, supplemented or otherwise modified from time to time prior to the date hereof, in its entirety to make certain changes as more fully set forth herein (including with respect to the agency change described in the Credit Agreement), which amendment and restatement shall become effective on the date hereof.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) **Definitions.** All capitalized terms not defined herein shall have the respective meaning given to them in the Pledge and Security Agreement.

2) **The Security Interest.**

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Secured Obligations of the Grantor. Upon the payment in full of all Secured Obligations (other than contingent indemnification obligations), Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

(b) The Grantor hereby grants to Grantee a security interest in (1) all of Grantor's right, title and interest in and to the Trademarks now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds and products of the Trademarks, (3) the goodwill associated with such Trademarks, and (4) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same.

3) **Pledge and Security Agreement.** The lien and security interest granted pursuant to this Confirmatory Grant is granted in conjunction with the lien and security interest granted to the Grantee pursuant to the Pledge and Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Grantee with respect to the lien and security interest in the Trademarks made and granted hereby are more fully set forth in the Pledge and Security Agreement. In the event that any provision of this Confirmatory Grant is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall govern.

4) **Recordation.** The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Confirmatory Grant.

5) **GOVERNING LAW.** THIS CONFIRMATORY GRANT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED BY AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

6) **Counterparts.** This Confirmatory Grant and any amendments, waivers, consents or supplements hereto may be executed in counterparts and by different parties hereto on separate counterparts, each of which shall be an original, but all together one and the same instrument. Delivery of an executed signature page of this Confirmatory Grant by facsimile transmission or electronic transmission (in PDF format) shall be effective as delivery of a manually executed counterpart hereof.

7) **Amended and Restated.** This Confirmatory Grant amends and restates in its entirety the Existing Confirmatory Grant.

[Signature page follows]

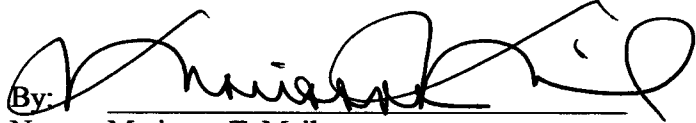
IN WITNESS WHEREOF, the Grantor has executed this Amended and Restated
Confirmatory Grant of Security Interest effective as of the date first written above.

DRYBAR HOLDINGS LLC

By: 
Name: John Heffner
Title: Chief Executive Officer

IN WITNESS WHEREOF, the Grantee has executed this Amended and Restated
Confirmatory Grant of Security Interest effective as of the date first written above.

KEYBANK NATIONAL ASSOCIATION

By: 

Name: Marianne T. Meil

Title: Senior Vice President

AMENDED AND RESTATED CONFIRMATORY GRANT OF
SECURITY INTEREST IN UNITED STATES TRADEMARKS
Exhibit A - SCHEDULE OF TRADEMARKS

| Grantor | Mark Name | Country | Application # | Registration # |
|---------------------|------------------------------|---------------|---------------|----------------|
| Drybar Holdings LLC | 100 PROOF | UNITED STATES | 85/796,756 | 4,371,990 |
| Drybar Holdings LLC | BABY BUTTERCUP | UNITED STATES | 86/765,863 | 5,110,880 |
| Drybar Holdings LLC | BAY BREEZE | UNITED STATES | 86/406,355 | 4,886,661 |
| Drybar Holdings LLC | BIG CRIMPIN' | UNITED STATES | 87/586,341 | N/A |
| Drybar Holdings LLC | BLONDE ALE | UNITED STATES | 86/552,710 | 4,875,943 |
| Drybar Holdings LLC | BUTTERCUP | UNITED STATES | 86/087,594 | 4,529,605 |
| Drybar Holdings LLC | Buttercup Chandelier – BW | UNITED STATES | 87/581,957 | N/A |
| Drybar Holdings LLC | Buttercup Chandelier – Color | UNITED STATES | 87/581,977 | N/A |
| Drybar Holdings LLC | Buttercup Logo | UNITED STATES | 77/960,806 | 3,856,768 |
| Drybar Holdings LLC | Buttercup Logo | UNITED STATES | 85/672,272 | 4,423,968 |
| Drybar Holdings LLC | CREAM SODA | UNITED STATES | 85/796,780 | 4,371,996 |
| Drybar Holdings LLC | DOUBLE PINT | UNITED STATES | 86/365,078 | 4,978,694 |
| Drybar Holdings LLC | DOUBLE STANDARD | UNITED STATES | 86/948,333 | 5,183,173 |
| Drybar Holdings LLC | DRYBAR | UNITED STATES | 86/901,662 | 5,044,864 |
| Drybar Holdings LLC | DRYBAR | UNITED STATES | 77/944,223 | 4,354,273 |
| Drybar Holdings LLC | DRYBAR | UNITED STATES | 85/842,497 | 4,442,715 |
| Drybar Holdings LLC | DRYBAR | UNITED STATES | 77/982,583 | 4,043,735 |
| Drybar Holdings LLC | DRYBAR | UNITED STATES | 87/427,930 | 5,281,444 |
| Drybar Holdings LLC | DRYBAR & Design | UNITED STATES | 85/672,274 | 4,423,969 |
| Drybar Holdings LLC | DRYBAR DETOX | UNITED STATES | 87/263,916 | 5,205,143 |

| | | | | |
|---------------------|--------------------------------------|---------------|------------|-----------|
| Drybar Holdings LLC | DRYBAR LOGO (Salon Exterior – BW) | UNITED STATES | 87/581,965 | N/A |
| Drybar Holdings LLC | DRYBAR LOGO (Salon Exterior – Color) | UNITED STATES | 87/581,973 | N/A |
| Drybar Holdings LLC | DRYBAR LOGO (Salon Interior – BW) | UNITED STATES | 87/581,979 | N/A |
| Drybar Holdings LLC | DRYBAR LOGO (Salon Interior - Color) | UNITED STATES | 87/581,962 | N/A |
| Drybar Holdings LLC | DRY-ON-THE-FLY | UNITED STATES | 86/611,098 | 4,836,818 |
| Drybar Holdings LLC | EXTENDED WARRANTY | UNITED STATES | 87/078,931 | N/A |
| Drybar Holdings LLC | FULL KEG | UNITED STATES | 86/365,074 | N/A |
| Drybar Holdings LLC | FULL PINT | UNITED STATES | 86/365,069 | 4,916,619 |
| Drybar Holdings LLC | GOLD MINE | UNITED STATES | 86/140,856 | 4,570,068 |
| Drybar Holdings LLC | HALF KEG | UNITED STATES | 86/365,076 | N/A |
| Drybar Holdings LLC | HALF PINT | UNITED STATES | 86/365,073 | 4,916,620 |
| Drybar Holdings LLC | HAPPY HOUR | UNITED STATES | 86/442,513 | 4,839,844 |
| Drybar Holdings LLC | HIGH 'N MIGHTY | UNITED STATES | 86/782,396 | N/A |
| Drybar Holdings LLC | HIGH ROLLERS | UNITED STATES | 87/223,925 | N/A |
| Drybar Holdings LLC | HOT MAMMA! & Design | UNITED STATES | 85/673,407 | 4,382,503 |
| Drybar Holdings LLC | KEGGER | UNITED STATES | 86/333,577 | N/A |
| Drybar Holdings LLC | KEGGER | UNITED STATES | 87/605,081 | N/A |
| Drybar Holdings LLC | LUCKY B#!CH & Design | UNITED STATES | 85/673,408 | 4,390,749 |
| Drybar Holdings LLC | MAI TAI SPRITZER | UNITED STATES | 86/552,721 | 4,831,244 |
| Drybar Holdings LLC | MANHATTAN | UNITED STATES | 85/672,187 | 4,279,933 |
| Drybar Holdings LLC | MOCKTAIL | UNITED STATES | 87/340,546 | N/A |
| Drybar Holdings LLC | MONEY MAKER | UNITED STATES | 85/796,766 | 4,371,991 |
| Drybar Holdings LLC | MONEY TO BLOW & Design | UNITED STATES | 86/075,154 | 4,562,894 |
| Drybar Holdings LLC | MR. INCREDIBLE | UNITED STATES | 86/629,732 | 5,009,170 |

| | | | | |
|---------------------|-----------------------------------|---------------|------------|-----------|
| Drybar Holdings LLC | MUDSLIDE | UNITED STATES | 86/558,689 | 4,831,727 |
| Drybar Holdings LLC | NO CUTS. NO COLOR. JUST BLOWOUTS. | UNITED STATES | 77/944,218 | 3,856,546 |
| Drybar Holdings LLC | ON THE ROCKS | UNITED STATES | 87/224,305 | N/A |
| Drybar Holdings LLC | PEACE, LOVE & BLOWOUTS & Design | UNITED STATES | 85/651,205 | 4,411,933 |
| Drybar Holdings LLC | PEACE, LOVE & BLOWOUTS! | UNITED STATES | 85/652,271 | 4,593,367 |
| Drybar Holdings LLC | PREP RALLY | UNITED STATES | 86/951,466 | 5,196,967 |
| Drybar Holdings LLC | SAKE BOMB | UNITED STATES | 86/552,715 | 4,831,243 |
| Drybar Holdings LLC | SLUMBER PARTY | UNITED STATES | 86/766,250 | 5,110,884 |
| Drybar Holdings LLC | SOUTHERN BELLE | UNITED STATES | 85/796,785 | 4,371,997 |
| Drybar Holdings LLC | SPARKLING SODA | UNITED STATES | 86/552,713 | 4,831,242 |
| Drybar Holdings LLC | STRAIGHT UP | UNITED STATES | 85/672,186 | 4,279,932 |
| Drybar Holdings LLC | TEXAS TEA | UNITED STATES | 87/503,646 | N/A |
| Drybar Holdings LLC | TEXAS TEASE | UNITED STATES | 87/451,758 | N/A |
| Drybar Holdings LLC | TEXAS TEASE | UNITED STATES | 87/586,361 | N/A |
| Drybar Holdings LLC | TEXAS TEASE | UNITED STATES | 87/586,365 | N/A |
| Drybar Holdings LLC | THE 3-DAY BENDER | UNITED STATES | 86/552,724 | 4,831,245 |
| Drybar Holdings LLC | THE BOUNCER | UNITED STATES | 87/203,809 | N/A |
| Drybar Holdings LLC | THE CHASER | UNITED STATES | 85/796,771 | 4,371,992 |
| Drybar Holdings LLC | THE FLAT MATE | UNITED STATES | 87/615,366 | N/A |
| Drybar Holdings LLC | THE MAI TAI | UNITED STATES | 85/672,188 | 4,279,934 |
| Drybar Holdings LLC | THE MAIN SQUEEZE | UNITED STATES | 87/143,785 | N/A |
| Drybar Holdings LLC | THE MORNING AFTER | UNITED STATES | 85/672,223 | 4,279,935 |
| Drybar Holdings LLC | THE OLD FASHIONED | UNITED STATES | 87/586,374 | N/A |
| Drybar Holdings LLC | THE SHERIFF | UNITED STATES | 87/579,719 | N/A |

| | | | | |
|---------------------|----------------------|---------------|------------|-----------|
| Drybar Holdings LLC | THE TINY TRESS PRESS | UNITED STATES | 87/156,018 | N/A |
| Drybar Holdings LLC | THE TRESS PRESS | UNITED STATES | 86/589,363 | 4,883,174 |
| Drybar Holdings LLC | THE WARDEN | UNITED STATES | 86/822,882 | 5,111,077 |
| Drybar Holdings LLC | THE WRAP PARTY | UNITED STATES | 87/234,336 | N/A |
| Drybar Holdings LLC | TRIPLE SEC | UNITED STATES | 86/255,525 | 4,740,602 |
| Drybar Holdings LLC | UP-TINI | UNITED STATES | 85/672,185 | 4,279,931 |
| Drybar Holdings LLC | VELVET HAMMER | UNITED STATES | 86/589,369 | 4,883,176 |
| Drybar Holdings LLC | WHISKEY FIX | UNITED STATES | 86/964,383 | N/A |
| Drybar Holdings LLC | WHISKEY FIX | UNITED STATES | 87/346,889 | 5,285,806 |