

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM449217

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY AGREEMENT

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Deva Concepts LLC		10/31/2017	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Pennantpark Loan Agency Servicing, LLC, as agent
<b>Street Address:</b>	590 Madison Avenue
<b>Internal Address:</b>	15th Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10022
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 44

Property Type	Number	Word Mark
Serial Number:	86514778	ALL WE DO ARE CURLS
Serial Number:	86514831	AMAZING CURLS BEGIN IN THE SHOWER
Serial Number:	86923881	ARC ANGEL
Serial Number:	86514811	ASK A CURLY GIRL ABOUT HER HAIR AND SHE'
Serial Number:	87363470	BEACH REMEDY
Serial Number:	86919689	BEAUTIFUL MESS
Serial Number:	86923843	B'LEAVE-IN
Serial Number:	87147671	BUILDUP BUSTER
Serial Number:	85861973	CALLING ALL CURLS
Serial Number:	86786768	COCONUT CURL STYLER
Serial Number:	85862193	CURLS NIGHT OUT
Serial Number:	76386754	DEVA
Serial Number:	75451858	DEVACHAN
Serial Number:	75441385	DEVACHAN
Serial Number:	86923856	DEVACLIPS
Serial Number:	85862142	DEVACURL
Serial Number:	86568064	DEVADRYER
Serial Number:	86514742	DEVAFUSER

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86514904	DEVALOOKS
Serial Number:	86514897	DEVATIPS
Serial Number:	86514718	DEVATOWEL
Serial Number:	85869119	EMBRACE YOUR CURLS
Serial Number:	86514916	EVERY CURL HAS A STORY
Serial Number:	86547274	FOR ALL CURL KIND
Serial Number:	87014345	FOR ALL CURL KIND
Serial Number:	86514860	GREAT CURL STYLE DEMANDS VERSATILITY
Serial Number:	77803140	HEAVEN IN HAIR
Serial Number:	76386757	LOW-POO
Serial Number:	86960118	LOW-POO DELIGHT
Serial Number:	87314228	MELT INTO MOISTURE
Serial Number:	87147690	MIGHTY MASQUE
Serial Number:	77802970	MIRRORCURLS
Serial Number:	77802983	MIST-ER RIGHT
Serial Number:	87451390	NEVER SHAMPOO YOUR CURLS AGAIN
Serial Number:	76386767	NO-POO
Serial Number:	86960165	NO-POO DECADENCE
Serial Number:	86514914	ONE CONDITION
Serial Number:	86960180	ONE CONDITION DECADENCE
Serial Number:	86960139	ONE CONDITION DELIGHT
Serial Number:	86514938	PSYCURLOGY
Serial Number:	78652820	SET IT FREE
Serial Number:	77803078	SET UP & ABOVE
Serial Number:	85862343	THE CURL INNOVATOR
Serial Number:	86514924	YOUR CURLS. YOUR STORY. OUR PASSION

**CORRESPONDENCE DATA**

**Fax Number:** 2125935955

*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:** 212-756-2132

**Email:** scott.kareff@srz.com

**Correspondent Name:** S. Kareff c/o Schulte Roth & Zabel LLP

**Address Line 1:** 919 Third Avenue

**Address Line 2:** 19th Floor

**Address Line 4:** New York, NEW YORK 10022

**ATTORNEY DOCKET NUMBER:** 055164-0002

**NAME OF SUBMITTER:** Scott Kareff (055164-0002)

<b>SIGNATURE:</b>	/kc for sk/
<b>DATE SIGNED:</b>	10/31/2017
<b>Total Attachments: 6</b> source=Trademark Security Agreement for Deva Concepts LLC - Pennantpark Loan Agency Servicing, LLC#page1.tif source=Trademark Security Agreement for Deva Concepts LLC - Pennantpark Loan Agency Servicing, LLC#page2.tif source=Trademark Security Agreement for Deva Concepts LLC - Pennantpark Loan Agency Servicing, LLC#page3.tif source=Trademark Security Agreement for Deva Concepts LLC - Pennantpark Loan Agency Servicing, LLC#page4.tif source=Trademark Security Agreement for Deva Concepts LLC - Pennantpark Loan Agency Servicing, LLC#page5.tif source=Trademark Security Agreement for Deva Concepts LLC - Pennantpark Loan Agency Servicing, LLC#page6.tif	

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of October 31, 2017 (this "Agreement"), between DEVA CONCEPTS LLC, a Delaware limited liability company (the "Grantor") and PENNANTPARK LOAN AGENCY SERVICING, LLC, as agent (in such capacity, the "Agent").

Reference is made to (a) the Guarantee and Collateral Agreement dated as of October 31, 2017 (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the "Security Agreement"), entered into by, *inter alia*, Deva Intermediate Holdings, Inc., a Delaware corporation ("Holdings"), Deva Holdings, Inc., a Delaware corporation (the "Borrower"), the subsidiaries from time to time party thereto and the Agent and (b) the Credit Agreement dated as of October 31, 2017 (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the "Credit Agreement") among Holdings, the Borrower, the lenders from time to time party thereto (the "Lenders"), and PennantPark Loan Agency Servicing, LLC, as administrative agent.

The Lenders have agreed to extend credit to the Grantor subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit.

Accordingly, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01 of the Security Agreement also apply to this Agreement.

SECTION 2. **Grant of Security Interest.** As security for the payment or performance, as the case may be, in full of the Obligations (as such term is defined in the Credit Agreement), the Grantor, pursuant to the Security Agreement, did and hereby does grant to the Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations thereof (if any), and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States (except for "intent-to-use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of the Lanham Act has been filed, to the extent that, and solely during the

period for which, any assignment of an “intent-to-use” application prior to such filing would violate the Lanham Act), and all renewals thereof, including those listed on Schedule I (the “Trademarks”);

(b) all goodwill associated with or symbolized by the Trademarks;

(c) all claims for, and rights to sue for, past or future infringements of any of the foregoing; and

(d) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringement thereof.

**SECTION 3. *Security Agreement.*** The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

**SECTION 4. *Choice of Law.*** THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement as of the day and year first above written.

PENNANTPARK LOAN AGENCY SERVICING,  
LLC, as Agent

By: \_\_\_\_\_

Name: Aviv Efrat

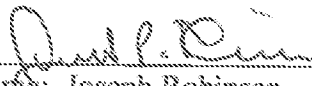
Title: Chief Financial Officer

A handwritten signature in black ink, appearing to be 'Aviv Efrat', written over a horizontal line. The signature is stylized and somewhat cursive.

*[Signature Page to Deva – Trademark Security Agreement]*

**TRADEMARK**  
**REEL: 006194 FRAME: 0165**

DEVA CONCEPTS LLC

By:   
Name: Joseph Robinson  
Title: Chief Financial Officer and Treasurer

*[Signature Page to Deva -- Trademark Security Agreement]*

**TRADEMARK**  
**REEL: 006194 FRAME: 0166**

## Schedule I

Mark	Status	Owner	Class(es)	App. No.	App. Date	Reg. No.	Reg. Date
ALL WE DO ARE CURLS	Registered	Deva Concepts LLC	41	86514778	1/26/2015	5096098	12/6/2016
AMAZING CURLS BEGIN IN THE SHOWER	Registered	Deva Concepts LLC	3	86514831	1/26/2015	5209790	5/23/2017
ARC ANGEL	Application suspended	Deva Concepts LLC	3	86923881	2/29/2016		
ASK A CURLY GIRL ABOUT HER HAIR AND SHE'LL TELL YOU ABOUT HER LIFE	Registered	Deva Concepts LLC	41	86514811	1/26/2015	5066743	10/25/2016
BEACH REMEDY	Published	Deva Concepts LLC	3	87363470	03/08/2017		
BEAUTIFUL MESS	Registered	Deva Concepts LLC	3	86919689	2/25/2016	5097242	12/6/2016
B'LEAVE-IN	Registered	Deva Concepts LLC	3	86923843	2/29/2016	5049778	9/27/2016
BUILDUP BUSTER	Published	Deva Concepts LLC	3	87147671	8/23/2016		
CALLING ALL CURLS	Registered	Deva Concepts LLC	3	85861973	2/27/2013	4411042	10/1/2013
COCONUT CURL STYLER	Registered	Deva Concepts LLC	3	86786768	10/13/2015	4943406	4/19/2016
CURLS NIGHT OUT	Registered	Deva Concepts LLC	41	85862193	2/27/2013	4421280	10/22/2013
DEVA	Registered	Deva Concepts LLC	3	76386754	3/25/2002	2848344	6/1/2004
DEVACHAN	Registered	Deva Concepts LLC	35	75451858	3/17/1998	2271829	8/24/1999
DEVACHAN	Registered	Deva Concepts LLC	42	75441385	2/26/1998	2271789	8/24/1999
DEVACLIPS	Published	Deva Concepts LLC	26	86923856	2/29/2016		
DEVACURL	Registered	Deva Concepts LLC	3	85862142	2/27/2013	4424795	10/29/2013
DEVADRYER	Registered	Deva Concepts LLC	11	86568064	3/18/2015	4970126	5/31/2016
DEVAFUSER	Registered	Deva Concepts LLC	11	86514742	1/26/2015	4811924	9/15/2015
DEVALOOKS	Registered	Deva Concepts LLC	41	86514904	1/26/2015	4868324	12/8/2015
DEVATIPS	Registered	Deva Concepts LLC	41	86514897	1/26/2015	4868323	12/8/2015
DEVATOWEL	Registered	Deva Concepts LLC	24	86514718	1/26/2015	4803763	9/1/2015
EMBRACE YOUR CURLS	Registered	Deva Concepts LLC	3	85869119	3/6/2013	4520244	4/29/2014
EVERY CURL HAS A STORY	Registered	Deva Concepts LLC	41	86514916	1/26/2015	5073933	11/1/2016
FOR ALL CURL KIND	Registered	Deva Concepts LLC	3	86547274	2/26/2015	4871984	12/15/2015
FOR ALL CURL KIND	Statement of used filed	Deva Concepts LLC	41	87014345	4/26/2016		
GREAT CURL STYLE DEMANDS VERSATILITY	Registered	Deva Concepts LLC	3, 41	86514860	1/26/2015	4984367	6/21/2016
HEAVEN IN HAIR	Registered	Deva Concepts LLC	3	77803140	8/12/2009	3902627	1/11/2011
LOW-POO	Registered	Deva Concepts LLC	3	76386757	3/25/2002	2811366	2/3/2004
LOW-POO DELIGHT	Registered	Deva Concepts LLC	3	86960118	3/31/2016	5297351	9/26/2017
MELT INTO MOISTURE	Allowed - Statement of Use/1st	Deva Concepts LLC	3	87314228	1/26/2017		



MIGHTY MASQUE	Published	Deva Concepts LLC	3	87147690	8/23/2016		
MIRRORCURLS	Registered	Deva Concepts LLC	3	77802970	8/12/2009	3902623	1/11/2011
MIST-ER RIGHT	Registered	Deva Concepts LLC	3	77802983	8/12/2009	3902624	1/11/2011
NEVER SHAMPOO YOUR CURLS AGAIN	Pending	Deva Concepts LLC	3, 41	87451390	5/16/2017		
NO-POO	Registered	Deva Concepts LLC	3	76386767	3/25/2002	2776599	10/21/2003
NO-POO DECADENCE	Statement of use filed	Deva Concepts LLC	3	86960165	3/31/2016		
ONE CONDITION	Application suspended	Deva Concepts LLC	3	86514914	1/26/2015		
ONE CONDITION DECADENCE	Statement of use filed	Deva Concepts LLC	3	86960180	3/31/2016		
ONE CONDITION DELIGHT	Application	Deva Concepts LLC	3	86960139	3/31/2016		
PSYCURLOGY	Registered	Deva Concepts LLC	41	86514938	1/26/2015	4868325	12/8/2015
SET IT FREE	Registered	Deva Concepts LLC	3	78652820	6/17/2005	3100621	6/6/2006
SET UP & ABOVE	Registered	Deva Concepts LLC	3	77803078	8/12/2009	3902626	1/11/2011
THE CURL INNOVATOR	Registered	Deva Concepts LLC	3	85862343	2/28/2013	4524445	5/6/2014
YOUR CURLS. YOUR STORY. OUR PASSION	Registered	Deva Concepts LLC	3	86514924	1/26/2015	5124900	1/17/2017