

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM457427

<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>
AWARE PRODUCTS, LLC		12/22/2017	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BANK OF AMERICA, N.A., as Agent		
<b>Street Address:</b>	135 South LaSalle Street, 9th Floor		
<b>Internal Address:</b>	IL4-135-09-27		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 17</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3376680	ADVANCED VOLUMIZING SYSTEM	
<b>Registration Number:</b>	3995083	AMAZON CALM	
<b>Registration Number:</b>	3995082	AMAZON COILS	
<b>Registration Number:</b>	3995081	AMAZON DEEP	
<b>Serial Number:</b>	87612949	AWARE BRANDING	
<b>Registration Number:</b>	3546140	AWARE PERSONALIZED BRANDING	
<b>Registration Number:</b>	5005683	AWARE PRODUCTS	
<b>Registration Number:</b>	3232868	CLUB AWARE	
<b>Registration Number:</b>	4298696	COLOR RETENTION SYSTEM QUENCH	
<b>Registration Number:</b>	4445255	COLOR RETENTION SYSTEM THICKEN	
<b>Registration Number:</b>	3621576	COLOR RETENTION SYSTEM WITH STRANDGUARD	
<b>Registration Number:</b>	3285890	EXPANSION TECHNOLOGY	
<b>Registration Number:</b>	3769028	HEATWAVE TECHNOLOGY	
<b>Registration Number:</b>	3743276	NUTRITIVE CASCADE TECHNOLOGY	
<b>Registration Number:</b>	1901113	SKINWEAR	
<b>Registration Number:</b>	3539751	STRANDGUARD COMPLEX	
<b>Registration Number:</b>	3745382	STRUCTURE CONTROL SYSTEM	

CH \$440.00 3376680

**CORRESPONDENCE DATA****Fax Number:** 3059615556

*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:** 3055790558**Email:** chius@gtlaw.com**Correspondent Name:** Greenberg Traurig, P.A. Attn: Sandy Chiu**Address Line 1:** 333 SE 2nd Ave Ste 4400**Address Line 4:** Miami, FLORIDA 33133

<b>ATTORNEY DOCKET NUMBER:</b>	144156.011600
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<b>NAME OF SUBMITTER:</b>	Sandy Chiu, Esq.
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<b>SIGNATURE:</b>	/Sandy Chiu/
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<b>DATE SIGNED:</b>	01/09/2018
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**Total Attachments: 6**

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**GRANT OF SECURITY INTEREST IN TRADEMARK  
RIGHTS**

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), effective as of December 22, 2017 is made by AWARE PRODUCTS, LLC, a California limited liability company (the “Grantor”) in favor of BANK OF AMERICA, N.A., in its capacity as agent (together with its successors and assigns, in such capacity, the “Agent”) for the benefit of the Secured Parties from time to time party to that certain Loan and Guaranty Agreement, dated as of December 22, 2017 (as may be amended, amended and restated, joined, supplemented or otherwise modified from time to time, the “Credit Agreement”), among AWARE PRODUCTS, LLC, a California limited liability company (“Aware”, and, together with any Person becoming party thereto as a borrower from time to time pursuant to Section 10.1.12 thereof or otherwise, each a “Borrower” and collectively, the “Borrowers”), AWARE INTERMEDIATE HOLDING COMPANY, LLC, a Delaware limited liability company (“Holdings”), each other Loan Party (as defined therein) party thereto from time to time, the financial institutions party to that agreement from time to time as Lenders (as defined therein), and the Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have agreed to make Loans and provide other financial accommodations to the Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Security and Pledge Agreement, dated as of December 22, 2017 (as may be amended, amended and restated, joined, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Agent for the benefit of the Secured Parties;

WHEREAS, pursuant to the Security Agreement, the Grantor has pledged and granted to the Agent for the benefit of the Secured Parties, a continuing security interest in all Intellectual Property, including the Trademarks and Trademark Licenses; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to induce the Lenders to make Loans and provide other financial accommodations to the Grantor pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Agent and the Secured Parties, as follows:

SECTION 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 Security Agreement or Credit Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Agent, on behalf and for the benefit of the Secured Parties, and to secure the prompt and complete payment and performance of all of Loan Parties' Obligations, a security interest in all of its right, title and interest in, to and under the Grantor's Trademarks (including, without limitation, those items listed on Schedule A hereto).

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Agent for the benefit of the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Agent and the Lenders thereunder) shall remain in full force and effect in accordance with its terms.


SECTION 4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent and the Lenders with respect to the security interest in the Trademarks and Trademark Licenses granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including, without limitation, 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.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

SECTION 6. Choice of Law, Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

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 date first above written.

**AWARE PRODUCTS, LLC**, a California  
limited liability company

By: 

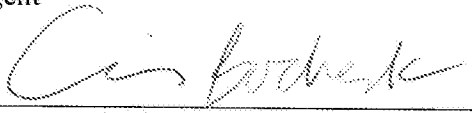
Name: Lawrence Balingit

Title: Chief Financial Officer

*Signature page to Grant of Security Interest in Trademark Rights*

**TRADEMARK**  
**REEL: 006246 FRAME: 0334**

**BANK OF AMERICA, N.A.,**  
as Agent

By:   
Name: Ciara Bochenek  
Title: Vice President

*Signature Page to Grant of Security Interest in Trademark Rights*

**TRADEMARK**  
**REEL: 006246 FRAME: 0335**

**SCHEDULE A****U.S. Trademark Registrations and Applications**

	Mark	Registration No.	Registration Date
1.	ADVANCED VOUUMIZING SYSTEM	3376680	Jan-29-2008
2.	AMAZON CALM	3995083	Jul-12-2011
3.	AMAZON COILS	3995082	Jul-12-2011
4.	AMAZON DEEP	3995081	Jul-12-2011
5.	AWARE BRANDING	Appl. No. 87612949	Appl. Date Sep-18-2017
6.	AWARE PERSONALIZED BRANDING	3546140	Dec-16-2008
7.	AWARE PRODUCTS	5005683	Jul-26-2016
8.	CLUB AWARE	3232868	Apr-24-2007
9.	COLOR RETENTION SYSTEM QUENCH	4298696	Mar-05-2013
10.	COLOR RETENTION SYSTEM THICKEN	4445255	Dec-03-2013
11.	COLOR RETENTION SYSTEM WITH STRANDGUARD COMPLEX	3621576	May-19-2009

12.	EXPANSION TECHNOLOGY	3285890	Aug-28-2007
13.	HEATWAVE TECHNOLOGY	3769028	Mar-30-2010
14.	NUTRITIVE CASCADE TECHNOLOGY	3743276	Jan-26-2010
15.	SKINWEAR	1901113	Jun-20-1995
16.	STRANDGUARD COMPLEX	3539751	Dec-02-2008
17.	STRUCTURE CONTROL SYSTEM	3745382	Feb-02-2010