

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM463870

<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>
MT SALON HOLDINGS, LLC		02/28/2018	Limited Liability Company: ILLINOIS
MT SALON ACQUISITION, LLC		02/28/2018	Limited Liability Company: ILLINOIS
MARIO TRICOCI HAIR SALONS & DAY SPAS, INC.		02/28/2018	Corporation: ARIZONA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	VILLAGE BANK & TRUST		
<b>Street Address:</b>	1545 Ellinwood Avenue		
<b>City:</b>	Des Plaines		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60016		
<b>Entity Type:</b>	BANK: ILLINOIS		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2882038	MARIO TRICOCI	
<b>Registration Number:</b>	2882037	MARIO TRICOCI TOO	
<b>Registration Number:</b>	4807159	MARIO, MAKE ME A MODEL	
<b>Registration Number:</b>	3498236	SPA AND SHARE	
<b>Registration Number:</b>	2919223	M	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3126095005		
<i>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.</i>			
<b>Phone:</b>	312-609-7777		
<b>Email:</b>	acurley@vedderprice.com		
<b>Correspondent Name:</b>	Angelique Curley		
<b>Address Line 1:</b>	222 N. LaSalle Street		
<b>Address Line 2:</b>	Vedder Price P.C.		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601		
<b>ATTORNEY DOCKET NUMBER:</b>	37003.00.0004		

CH \$140.00 2882038

<b>NAME OF SUBMITTER:</b>	Angelique Curley
<b>SIGNATURE:</b>	/Angelique Curley/
<b>DATE SIGNED:</b>	03/01/2018
<b>Total Attachments: 5</b> source=7a. Trademark Security Agreement#page1.tif source=7a. Trademark Security Agreement#page2.tif source=7a. Trademark Security Agreement#page3.tif source=7a. Trademark Security Agreement#page4.tif source=7a. Trademark Security Agreement#page5.tif	

## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "*Trademark Security Agreement*") is made this 28th day of February, 2018, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "*Grantors*" and each individually, "*Grantor*"), and **VILLAGE BANK & TRUST** ("*Bank*").

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of February 28, 2018 (as amended, restated, supplemented, or otherwise modified from time to time, the "*Credit Agreement*") by and among **MT SALON HOLDINGS, LLC**, an Illinois limited liability company ("*Holdco*"), **MT SALON ACQUISITION, LLC**, an Illinois limited liability company ("*Buyer*"), **MARIO TRICOCI HAIR SALONS & DAY SPAS, INC.**, an Arizona corporation ("*Company*"; Holdco, Buyer and Company, each a "*Borrower*", and collectively, the "*Borrowers*"), and Bank, Bank agreed to make certain financial accommodations available to Loan Parties from time to time pursuant to the terms and conditions thereof;

WHEREAS, Bank is willing to make the financial accommodations to Loan Parties as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Bank that certain Security Agreement, dated as of even date with the Credit Agreement (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "*Security Agreement*"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Bank this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants, assigns, and pledges to Bank to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "*Security Interest*") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "*Trademark Collateral*"):

(a) all of its Trademarks and Intellectual Property Licenses to which it is a party relating to any Trademark including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Intellectual Property License relating to any Trademark; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Intellectual Property License relating to any Trademark.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secure the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Bank, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Bank pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Bank with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Bank with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Bank unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Bank's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

*[signature page follows]*

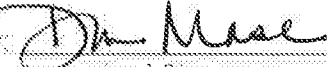


*(Signature Page to Trademark Security Agreement)*

ACCEPTED AND ACKNOWLEDGED BY:

BANK:


VILLAGE BANK & TRUST

By:   
Authorized Signatory

CHICAGO# 3097066

TRADEMARK  
REEL: 006281 FRAME: 0790

**SCHEDULE I**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS/APPLICATIONS**

<b>Grantor</b>	<b>Country</b>	<b>Mark</b>	<b>Application/ Registration No.</b>	<b>App/Reg Date</b>
Mario Tricoci Hair Salons & Day Spas, Inc.		Mario Tricoci	2882038	
Mario Tricoci Hair Salons & Day Spas, Inc.		Mario Tricoci Too	2882037	
Mario Tricoci Hair Salons & Day Spas, Inc.			2919223	
Mario Tricoci Hair Salons & Day Spas, Inc.		Mario, Make me a Model	4807159	
Mario Tricoci Hair Salons & Day Spas, Inc.		Spa and Share	3498236	

**TRADE NAMES**

**COMMON LAW TRADEMARKS**

**TRADEMARKS NOT CURRENTLY IN USE**

**TRADEMARK LICENSES**

None.