

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM473833

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KISS NAIL PRODUCTS, INC.		05/09/2018	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	CITIBANK, N.A.		
Street Address:	601 Lexington Avenue, 21st Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 52			
Property Type	Number	Word Mark	
Registration Number:	4336217	EVERLASTING GEL POLISH	
Registration Number:	2248495	KISS	
Registration Number:	2437263	IMPRESS	
Registration Number:	2478714	NATURAL SQUARE	
Registration Number:	2503767	SPORTY ROUND	
Registration Number:	2503768	SPORTY SQUARE	
Registration Number:	2523538	LUXURY	
Registration Number:	2551412	GOLDFINGER	
Registration Number:	2569268	1 EASY STEP	
Registration Number:	2613297	FAST FRENCH	
Registration Number:	2616120	KISS	
Registration Number:	1759380	KISS	
Registration Number:	2804051	BROADWAY NAILS	
Registration Number:	2983746	REAL LIFE	
Registration Number:	3104904	RED BY KISS	
Registration Number:	3392468	SALON TECH	
Registration Number:	4078383	SILICONE PROTEXION	
Registration Number:	4136069	KISS	
Registration Number:	4144151	TORNADO 360	

OP \$1315.00 4336217

Property Type	Number	Word Mark
Registration Number:	4169203	BROADWAY EYES
Registration Number:	4203025	FUNGI-GONE
Registration Number:	4227833	CPO
Registration Number:	4228027	PRESS-ON MANICURE
Registration Number:	4372598	LIL' CUPIDZ
Registration Number:	3517339	SALON RESULTS
Registration Number:	3525534	SALON TECH
Registration Number:	3529854	RUBY KISSES
Registration Number:	3604167	EVERLASTING FRENCH
Registration Number:	3604128	FASHION DIVA
Registration Number:	4721342	INSTAWAVE
Registration Number:	3584639	PINK BY KISS
Registration Number:	3732770	KISS NEW YORK
Registration Number:	3807817	RED BY KISS
Registration Number:	5030800	KISS NEW YORK
Registration Number:	5034915	LASH ME
Registration Number:	5034914	LASHME
Registration Number:	5100641	KISS
Registration Number:	5166656	KISS
Registration Number:	3932190	BRING THE SALON HOME
Registration Number:	3941137	I-ENVY BY KISS
Registration Number:	3941136	I-ENVY
Registration Number:	5229609	MUAH BY KISS
Registration Number:	4172914	IMPRESS
Registration Number:	4049579	HOT BEAUTY
Registration Number:	5341789	KISS NEW YORK
Registration Number:	4068739	RED PRO
Registration Number:	4075409	KISS
Registration Number:	4084083	NAIL DRESS
Serial Number:	87652274	JOAH BY KISS
Serial Number:	87652269	JOAH
Serial Number:	85049403	EZ GLAM
Serial Number:	78534197	HOT STYLER

CORRESPONDENCE DATA

Fax Number: 2158325619

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: 215-569-5619

Email: pecsenye@blankrome.com
Correspondent Name: Timothy D. Pecsénye
Address Line 1: Blank Rome LLP
Address Line 2: One Logan Square, 8th Floor
Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER: 024228-18001

NAME OF SUBMITTER: Timothy D. Pecsénye

SIGNATURE: /Timothy D. Pecsénye/

DATE SIGNED: 05/14/2018

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 9th day of May, 2018, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and CITIBANK, N.A., a national banking association (“Citibank”), acting not individually but as agent on behalf of, and for the benefit of, the Lenders and all other Secured Parties (in such capacity, together with its successors and assigns, if any, in such capacity, herein called the “Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain **CREDIT AGREEMENT**, dated as of May 9, 2018, among (i) Kiss Nail Products, Inc., a New York corporation (“Kiss”), and those additional Persons that are joined as a party thereto as borrowers by executing the form of joinder attached thereto (each, a “Borrower” and individually and collectively, jointly and severally, the “Borrowers”), (ii) each of the lenders identified as a “Lender” on Annex A attached thereto (together with each of its respective successors and assigns, if any, each a “Lender” and, collectively, the “Lenders”), and (iii) Agent, the Lenders have agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Secured Parties are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of each Secured Party, that certain Guaranty and Security Agreement, dated as of May 9, 2018 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of each Secured Party, 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 Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each Secured Party, 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 Trademark Intellectual Property Licenses to which it is a party 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 Trademark Intellectual Property License; 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 Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures 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 Agent or the other Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the occurrence of any Insolvency Event 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 Agent, for the benefit of each Secured Party, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and 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 Guaranty and Security Agreement, the Guaranty and 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 Agent 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 Agent 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 Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. 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.

7. GOVERNING LAW AND JURISDICTION AND JURY TRIAL WAIVER. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS

REGARDING GOVERNING LAW AND JURISDICTION AND JURY TRIAL WAIVER SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[SIGNATURE PAGE FOLLOWS]

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

GRANTORS:

KISS NAIL PRODUCTS, INC.

By: 
Name: Richard K. Kim
Title: Secretary, Chief Financial Officer

AGENT:

**ACCEPTED AND ACKNOWLEDGED
BY:**

CITIBANK, N.A., a national banking
association

By: _____
Name: William H. Moul, Jr.
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 006368 FRAME: 0452**

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

GRANTORS:

KISS NAIL PRODUCTS, INC.

By: _____
Name: Richard K. Kim
Title: Secretary, Chief Financial Officer

AGENT:

ACCEPTED AND ACKNOWLEDGED
BY:

CITIBANK, N.A., a national banking
association

By: 
Name: William H. Moul, Jr.
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	Application Date	Registration Date
Kiss Nail Products, Inc.	United States	EVERLASTIN G GEL POLISH	RN: 4336217 SN: 85628964	May 18, 2012	May 14, 2013
Kiss Nail Products, Inc.	United States	KISS	RN: 2248495 SN: 75178302	September 24, 1996	June 1, 1999
Kiss Nail Products, Inc.	United States	IMPRESS	RN: 2437263 SN: 76038821	May 2, 2000	March 20, 2001
Kiss Nail Products, Inc.	United States	NATURAL SQUARE	RN: 2478714 SN: 76053450	May 19, 2000	August 14, 2001
Kiss Nail Products, Inc.	United States	SPORTY ROUND	RN: 2503767 SN: 76053465	May 19, 2000	November 6, 2001
Kiss Nail Products, Inc.	United States	SPORTY SQUARE	RN: 2503768 SN: 76053471	May 19, 2000	November 6, 2001
Kiss Nail Products, Inc.	United States	LUXURY	RN: 2523538 SN: 76106563	August 9, 2000	December 25, 2001
Kiss Nail Products, Inc.	United States	GOLDFINGER	RN: 2551412 SN: 75329965	July 24, 1997	March 26, 2002
Kiss Nail Products, Inc.	United States	1 EASY STEP	RN: 2569268 SN: 76067058	June 8, 2000	May 14, 2002
Kiss Nail Products, Inc.	United States	FAST FRENCH	RN: 2613297 SN: 76107276	August 10, 2000	August 27, 2002
Kiss Nail Products, Inc.	United States	KISS	RN: 2616120 SN: 75433382	February 12, 1998	September 10, 2002
Kiss Nail Products, Inc.	United States	KISS	RN: 1759380 SN: 74300974	July 31, 1992	March 23, 1993
Kiss Nail Products, Inc.	United States	BROADWAY NAILS	RN: 2804051 SN: 76342612	November 28, 2001	January 13, 2004

Kiss Nail Products, Inc.	United States	REAL LIFE	RN: 2983746 SN: 76575667	February 2, 2004	August 9, 2005
Kiss Nail Products, Inc.	United States	RED BY KISS	RN: 3104904 SN: 78418432	May 13, 2004	June 13, 2006
Kiss Nail Products, Inc.	United States	SALON TECH	RN: 3392468 SN: 77043239	November 14, 2006	March 4, 2008
Kiss Nail Products, Inc.	United States	SILICONE PROTEXION	RN: 4078383 SN: 85373438	July 18, 2011	December 27, 2011
Kiss Nail Products, Inc.	United States	KISS	RN: 4136069 SN: 85054707	June 4, 2010	May 1, 2012
Kiss Nail Products, Inc.	United States	TORNADO 360	RN: 4144151 SN: 85315381	May 9, 2011	May 15, 2012
Kiss Nail Products, Inc.	United States	BROADWAY EYES	RN: 4169203 SN: 85350725	June 20, 2011	July 3, 2012
Kiss Nail Products, Inc.	United States	FUNGI-GONE	RN: 4203025 SN: 85221907	January 20, 2011	September 4, 2012
Kiss Nail Products, Inc.	United States	CPO	RN: 4227833 SN: 85516007	January 13, 2012	October 16, 2012
Kiss Nail Products, Inc.	United States	PRESS-ON MANICURE	RN: 4228027 SN: 85391042	August 5, 2011	October 16, 2012
Kiss Nail Products, Inc.	United States	LIL' CUPIDZ	RN: 4372598 SN: 85831204	January 24, 2013	July 23, 2013
Kiss Nail Products, Inc.	United States	SALON RESULTS	RN: 3517339 SN: 77183868	May 17, 2007	October 14, 2008
Kiss Nail Products, Inc.	United States	SALON TECH	RN: 3525534 SN: 77360278	December 27, 2007	October 28, 2008
Kiss Nail Products, Inc.	United States	RUBY KISSES	RN: 3529854 SN: 77240229	July 27, 2007	November 11, 2008
Kiss Nail Products, Inc.	United States	EVERLASTIN G FRENCH	RN: 3604167 SN: 77490326	June 4, 2008	April 7, 2009
Kiss Nail Products, Inc.	United States	FASHION DIVA	RN: 3604128 SN: 77477022	May 16, 2008	April 7, 2009
Kiss Nail Products, Inc.	United States	INSTAWAVE	RN: 4721342 SN: 86187471	February 7, 2014	April 14, 2015

Kiss Nail Products, Inc.	United States	PINK BY KISS	RN: 3584639 SN: 78607587	April 13, 2005	March 3, 2009
Kiss Nail Products, Inc.	United States	KISS NEW YORK and Design 	RN: 3732770 SN: 77978379	October 22, 2008	December 29, 2009
Kiss Nail Products, Inc.	United States	RED BY KISS	RN: 3807817 SN: 77584925	October 3, 2008	June 22, 2010
Kiss Nail Products, Inc.	United States	KISS NEW YORK	RN: 5030800 SN: 86874483	January 13, 2016	August 30, 2016
Kiss Nail Products, Inc.	United States	LASH ME	RN: 5034915 SN: 86802214	October 28, 2015	September 6, 2016
Kiss Nail Products, Inc.	United States	LASHME	RN: 5034914 SN: 86802211	October 28, 2015	September 6, 2016
Kiss Nail Products, Inc.	United States	KISS (Stylized) 	RN: 5100641 SN: 85984226	June 7, 2013	December 13, 2016
Kiss Nail Products, Inc.	United States	KISS (Stylized) 	RN: 5166656 SN: 85953589	June 7, 2013	March 21, 2017
Kiss Nail Products, Inc.	United States	BRING THE SALON HOME	RN: 3932190 SN: 77884337	December 2, 2009	March 15, 2011
Kiss Nail Products, Inc.	United States	I-ENVY BY KISS	RN: 3941137 SN: 77575337	September 22, 2008	April 5, 2011
Kiss Nail Products, Inc.	United States	I-ENVY	RN: 3941136 SN: 77575334	September 22, 2008	April 5, 2011
Kiss Nail Products, Inc.	United States	MUAH BY KISS	RN: 5229609 SN: 87165392	September 8, 2016	June 20, 2017
Kiss Nail Products, Inc.	United States	IMPRESS	RN: 4172914 SN: 85371824	July 14, 2011	July 10, 2012
Kiss Nail Products, Inc.	United States	HOT BEAUTY	RN: 4049579 SN: 77502560	June 19, 2008	November 1, 2011
Kiss Nail Products, Inc.	United States	KISS NEW YORK	RN: 5341789 SN: 87099803	July 11, 2016	November 21, 2017

Kiss Nail Products, Inc.	United States	RED PRO	RN: 4068739 SN: 85315393	May 9, 2011	December 6, 2011
Kiss Nail Products, Inc.	United States	KISS	RN: 4075409 SN: 85975696	June 4, 2010	December 20, 2011
Kiss Nail Products, Inc.	United States	NAIL DRESS	RN: 4084083 SN: 85392431	August 8, 2011	January 10, 2012
Kiss Nail Products, Inc.	United States	JOAH BY KISS	SN: 87652274	October 19, 2017	
Kiss Nail Products, Inc.	United States	JOAH	SN: 87652269	October 19, 2017	
Kiss Nail Products, Inc.	United States	EYELUSIONS	RN: PR 73125 AN: 20097902		May 21, 2007
Kiss Nail Products, Inc.	United States	EYELUSIONS	RN: PR 74256 AN: 20099593		August 27, 2007
Kiss Nail Products, Inc.	United States	BROADWAY EYES	RN: PR (No Registration Number) AN: 20116597		October 20, 2011
Kiss Nail Products, Inc.	United States	KISS and Design	RN: PR 200252 AN: 20136648		February 20, 2013
Kiss Nail Products, Inc.	United States	EZ GLAM	85/049403 3975883	May 27, 2010	June 7, 2011]
Kiss Nail Products, Inc.	United States	HOT STYLER	78/534197	December 17, 2004]	

Trade Names

Common Law Trademarks

Trademarks Not Currently In Use

Trademark Licenses