

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM481296

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MARC ANTHONY COSMETICS LTD.		07/10/2018	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	ROYAL BANK OF CANADA, AS ADMINISTRATIVE AGENT AND COLLATERAL AGENT		
Street Address:	200 BAY STREET, 4TH FLOOR		
City:	TORONTO, ONTARIO		
State/Country:	CANADA		
Postal Code:	M5J 2W7		
Entity Type:	BANK: CANADA		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	3092173	INSTANTLY THICK	
Registration Number:	4761840	KINKY GIRLS	
Registration Number:	3492582	MARC ANTHONY	
Registration Number:	2296390	MARC ANTHONY	
Registration Number:	3000732	STRICTLY CURLS	
Registration Number:	2906450	TRUE PROFESSIONAL	
Registration Number:	3357112	IT'S A SLICE	
Registration Number:	3716969	SATIN SUGAR	
Registration Number:	3234497	CAKE WALK	
Registration Number:	3053112	CAKE BEAUTY	
Serial Number:	87696576	DELECTABLE	
Serial Number:	87633391	CAKE	
CORRESPONDENCE DATA			
Fax Number:	2123553333		
<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>			
Phone:	2124597136		
Email:	TBENNETT@GOODWINLAW.COM		

OP \$315.00 3092173

Correspondent Name: TRACEY D. BENNETT
Address Line 1: C/O GOODWIN PROCTER LLP
Address Line 4: NEW YORK, NEW YORK 10018

ATTORNEY DOCKET NUMBER: 135465.259427

NAME OF SUBMITTER: TRACEY D BENNETT

SIGNATURE: /s/TRACEY D BENNETT

DATE SIGNED: 07/10/2018

Total Attachments: 6

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U.S. TRADEMARK SECURITY AGREEMENT

This U.S. TRADEMARK SECURITY AGREEMENT dated as of July 10, 2018 (as may be amended, restated, supplemented or otherwise modified from time to time, this “Agreement”), is made by and among MARC ANTHONY COSMETICS LTD. (the “Grantor”) and Royal Bank of Canada, as administrative agent and collateral agent (in such capacity, the “Administrative Agent”).

Reference is made to (a) the Credit Agreement dated as of July 10, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among MARC ANTHONY COSMETICS LTD. (the “Canadian Borrower”), MAC PURE HOLDINGS, INC. (the “US Borrower” and, together with the Canadian Borrower, the “Borrowers”), MAV BEAUTY BRANDS INC., the Lenders and Issuing Banks party thereto and the Administrative Agent and (b) the U.S. Pledge and Security Agreement dated as of July 10, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Borrowers, the other grantors from time to time party thereto and the Administrative Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Canadian Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. 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 or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under Filing Collateral consisting of any Trademarks now owned or at any time hereafter acquired by such Grantor, including those registered or applied for Trademarks listed on Schedule I hereto; provided that no security interest is granted on any intent-to-use trademark applications filed in the United States Patent and Trademark Office to the extent that, and solely during the period in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable Requirements of Law (the “Trademark Collateral”). The Grantor authorizes and requests that the Commissioner for Trademarks record this Agreement.

Security Agreement. The Security Interest granted to the Administrative Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative 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.

Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by email or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of this page intentionally left blank]

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

MARC ANTHONY COSMETICS LTD.

By: 

Name: Marc Anthony Venere

Title: President and Chief Executive
Officer

**ROYAL BANK OF CANADA, as
Administrative Agent**

By: _____

Name: _____

Title: _____

[Signature Page To U.S. Trademark Security Agreement]

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

MARC ANTHONY COSMETICS LTD.

By: _____

Name: _____

Title: _____

**ROYAL BANK OF CANADA, as
Administrative Agent**

By: _____

Name: _____

Title: Ann, Hurley
Manager, Agency

[Signature Page To U.S. Trademark Security Agreement]

TRADEMARK

REEL: 006376 FRAME: 0929

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations:

Owner	Trademark:	Jurisdiction:	Registration No.:
Marc Anthony Cosmetics Ltd.	INSTANTLY THICK	United States	3,092,173
Marc Anthony Cosmetics Ltd.	KINKY GIRLS	United States	4,761,840
Marc Anthony Cosmetics Ltd.	MARC ANTHONY	United States	3,492,582
Marc Anthony Cosmetics Ltd.	MARC ANTHONY	United States	2,296,390
Marc Anthony Cosmetics Ltd.	STRICTLY CURLS	United States	3,000,732
Marc Anthony Cosmetics Ltd.	TRUE PROFESSIONAL	United States	2,906,450
Marc Anthony Cosmetics Ltd.	IT'S A SLICE	United States	3,357,112
Marc Anthony Cosmetics Ltd.	SATIN SUGAR	United States	3,716,969
Marc Anthony Cosmetics Ltd.	CAKE WALK	United States	3,234,497
Marc Anthony Cosmetics Ltd.	CAKE BEAUTY	United States	3,053,112

Trademark Applications:

Owner	Trademark:	Jurisdiction:	Application No.:
Marc Anthony Cosmetics Ltd.	DELECTABLE	United States	87696576
Marc Anthony Cosmetics Ltd.	CAKE	United States	87633391