

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM482306

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FullBeauty Brands Operations, LLC	FORMERLY FullBeauty Brands, L.P.	07/16/2018	Limited Liability Company: INDIANA
Jessica London, Inc.		07/16/2018	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Goldman Sachs Bank USA
Street Address:	200 West Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10282
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	4823805	FULLBEAUTY SPORT
Registration Number:	4856774	FULLBEAUTY.COM
Registration Number:	4856960	ULTRASMOOTH
Registration Number:	4856967	SECRET SOLUTIONS
Registration Number:	4861196	YOU ARE POWERFULL
Registration Number:	4864679	CV SPORT BY COMFORTVIEW
Registration Number:	4923968	
Registration Number:	4943038	KS\\SPORT
Registration Number:	4947195	BRYLANEHOME MAKING HOMES BEAUTIFUL
Registration Number:	4947858	SHAPING, SMOOTHING, AND SUPPORT EXCLUSIV
Registration Number:	4952284	MOVE BEAUTIFULLY
Registration Number:	4957408	KS\\SPORT
Registration Number:	4992007	#OWNYOURCURVES
Registration Number:	4999676	BE POWERFULL
Registration Number:	5028657	#COMFORTISCHOICE
Registration Number:	5143053	COMFORT IS CHOICE
Registration Number:	5224652	STABLE HEEL TECHNOLOGY EXTENDED SIZES &W
Registration Number:	5252209	CLASSIC REDEFINED, SIZES 12 & UP

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5454073	ACTIVE FOR ALL
Registration Number:	5471539	KS ISLAND
Registration Number:	4830409	FULLBEAUTY BRANDS
Registration Number:	4889674	#BEPOWERFULL
Registration Number:	4842231	TRULY FLAWLESS

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com, ECarrera@cahill.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	07/18/2018

Total Attachments: 6

- source=FB - 2L Trademark Agreement Supplement#page1.tif
- source=FB - 2L Trademark Agreement Supplement#page2.tif
- source=FB - 2L Trademark Agreement Supplement#page3.tif
- source=FB - 2L Trademark Agreement Supplement#page4.tif
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- source=FB - 2L Trademark Agreement Supplement#page6.tif

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

- 1. FullBeauty Brands Operations, LLC
(f/k/a FullBeauty Brands, L.P.)
- 2. Jessica London, Inc.

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: _____
 Other 1. LLC-IN; 2. Corp.-DE

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) July 16, 2018

- Assignment Merger
 Security Agreement Change of Name
 Other Second Lien Security Agreement

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Goldman Sachs Bank USA

Street Address: 200 West Street

City: New York

State: NY

Country: USA Zip: 10282

- Individual(s) Citizenship _____
 Association Citizenship _____
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

B. Trademark Registration No.(s)

See Schedule A

See Schedule A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

23

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera

Signature

July 17, 2018

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

SHORT FORM SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”) dated July 16, 2018, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of GOLDMAN SACHS BANK USA (“GS”) as Collateral Agent (the “Second Lien Collateral Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to therein.

WHEREAS, BLACKDOG MERGER CO., INC., a Delaware corporation as the initial borrower thereunder, whose rights and obligations therein were assigned to and assumed by FULLBEAUTY BRANDS HOLDINGS CORP., a Delaware corporation (the “Borrower”), GS, as Administrative Agent and Collateral Agent, each Lender from time to time party thereto and each other party thereto have entered into the Second Lien Term Loan Credit Agreement dated as of October 14, 2015 (the “Closing Date”) (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have severally agreed to make Loans to the Borrower upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Second Lien Security Agreement dated as of the Closing Date (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in order to induce the Lenders to make Loans.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Second Lien Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Second Lien Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (the “Second Lien Collateral”):

- (a) the registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office set forth in Schedule A hereto (excluding any Excluded Property).

SECTION 2. Security for Obligations. The grant of a security interest in the Second Lien Collateral by each Grantor under this Trademark Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this

Trademark Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Second Lien Collateral Agent with respect to the Second Lien Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

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

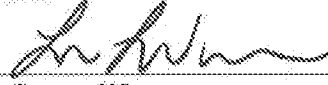
SECTION 7. Severability. In case any one or more of the provisions contained in this Trademark Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. Supplement. This Trademark Security Agreement constitutes a Security Agreement Supplement for Intellectual Property to the Security Agreement executed pursuant to Section 5.14 of the Security Agreement.

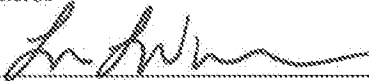
[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

FULLBEAUTY BRANDS OPERATIONS, LLC
(f/k/a FULLBEAUTY BRANDS, L.P.),
as Grantor

By: 
Name: Laura Warren
Title: Secretary

JESSICA LONDON, INC.,
as Grantor

By: 
Name: Laura Warren
Title: Secretary

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 006383 FRAME: 0514

GOLDMAN SACHS BANK USA,
as Second Lien Collateral Agent

By: _____

Name: _____

Title: _____

Gabriel Jacobson
Authorized Signatory

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 006383 FRAME: 0515

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS:

Owner	Trademark	Reg. No.	Reg. Date
FullBeauty Brands Operations, LLC	FULLBEAUTY SPORT	4823805	09/29/2015
FullBeauty Brands Operations, LLC	FULLBEAUTY.COM	4856774	11/17/2015
FullBeauty Brands Operations, LLC	ULTRASMMOOTH	4856960	11/17/2015
FullBeauty Brands Operations, LLC	SECRET SOLUTIONS	4856967	11/17/2015
FullBeauty Brands Operations, LLC	YOU ARE POWERFULL	4861196	11/24/2015
FullBeauty Brands Operations, LLC	CV SPORT BY COMFORTVIEW	4864679	12/01/2015
FullBeauty Brands Operations, LLC	DESIGN ONLY	4923968	03/22/2016
FullBeauty Brands Operations, LLC	KS\SPORT	4943038	04/19/2016
FullBeauty Brands Operations, LLC	BRYLANEHOME MAKING HOMES BEAUTIFUL	4947195	04/26/2016
FullBeauty Brands Operations, LLC	SHAPING, SMOOTHING, AND SUPPORT EXCLUSIVLEY FOR YOUR CURVES	4947858	04/26/2016
FullBeauty Brands Operations, LLC	MOVE BEAUTIFULLY	4952284	05/03/2016
FullBeauty Brands Operations, LLC	KKS\SPORT	4957408	05/10/2016
FullBeauty Brands Operations, LLC	#OWNYOURCURVES	4992007	07/05/2016
FullBeauty Brands Operations, LLC	BE POWERFULL	4999676	07/12/2016
FullBeauty Brands Operations, LLC	#COMFORTISCHOICE	5028657	08/23/2016
FullBeauty Brands Operations, LLC	COMFORT IS CHOICE	5143053	02/14/2017
FullBeauty Brands Operations, LLC	STABLE HEEL TECHNOLOGY EXTENDED SIZES & WIDTHS PADDED INSOLES SKID RESISTANT	5224652	06/13/2017
Jessica London, Inc.	CLASSIC REDEFINED, SIZES 12 & UP	5252209	07/25/2017
FullBeauty Brands Operations, LLC (f/k/a FullBeauty Brands, L.P.)	ACTIVE FOR ALL	5454073	04/24/2018
FullBeauty Brands Operations, LLC (f/k/a FullBeauty Brands, L.P.)	KS ISLAND	5471539	05/15/2018
FullBeauty Brands Operations, LLC (f/k/a FullBeauty Brands, L.P.)	FULLBEAUTY BRANDS®	4830409	10/13/2015
FullBeauty Brands Operations, LLC (f/k/a FullBeauty Brands, L.P.)	#BEPOWERFULL®	4889674	1/19/2016
Jessica London, Inc.	TRULY FLAWLESS	4842231	10/27/2015