

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM484855

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TBG IP Holder, LLC		08/02/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Regis Corp., for itself and agent		
Street Address:	7201 Metro Boulevard		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55439		
Entity Type:	Corporation: MINNESOTA		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Serial Number:	85176475	CARLTON HAIR	
Serial Number:	77633848	HAIR EXCITEMENT	
Serial Number:	77445965	HAIR PLUS	
Serial Number:	78781046	HAIR BY STEWARTS	
Serial Number:	76330402	M/C MASTERCUTS	
Serial Number:	76146232	MIA & MAXX HAIR STUDIO	
Serial Number:	75705885	CARLTON HAIR INTERNATIONAL	
Serial Number:	75663076	IMAGES SALON	
Serial Number:	75418788	PROGRESSIONS	
Serial Number:	74552006	BEAUTY BAR	
Serial Number:	74504272	OUTLOOKS FOR HAIR	
Serial Number:	74168985	HAIR BY STEWARTS	
Serial Number:	74137774	BEAUTY UNLTD.	
Serial Number:	73559495	MASTERCUTS	
CORRESPONDENCE DATA			
Fax Number:	6172359493		
<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>			

CH \$365.00 85176475

Phone: 617-951-7169
Email: catherine.murray@ropesgray.com
Correspondent Name: Catherine Murray
Address Line 1: Prudential Tower, 800 Boylston Street
Address Line 2: Ropes & Gray LLP
Address Line 4: Boston, MASSACHUSETTS 02199-3600

ATTORNEY DOCKET NUMBER: SGGP-202-001

NAME OF SUBMITTER: Catherine Murray

SIGNATURE: /catherine murray/

DATE SIGNED: 08/06/2018

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 2nd day of August, 2018, between TBG IP Holder, LLC, a Delaware limited liability company, as grantor (the “Grantor”), and Regis Corp., a Minnesota corporation, for itself and as agent for each of the other Regis Entities, as secured party (in such capacities, together with its successors and assigns, the “Secured Party”). Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement referred to below.

W I T N E S S E T H:

WHEREAS, The Beautiful Group Management, LLC, a Delaware limited liability company (“TBG USA” or the “Borrower”), has issued to the Secured Party a certain Secured Promissory Note (US Working Capital), dated as of even date herewith, in the original principal amount of \$9,103,194.00 (as amended, restated, supplemented, or otherwise modified from time to time, the “US Working Capital Note”);

WHEREAS, TBG USA has issued to the Secured Party a certain Secured Promissory Note (US Receivables), dated as of even date herewith, in the original principal amount of \$7,404,288.46 (as amended, restated, supplemented, or otherwise modified from time to time, the “US Receivables Note” and collectively with the US Working Capital Note, the “Notes”); and

WHEREAS, in order to induce the Secured Party and the other Regis Entities to make financial accommodations to the Borrower as provided in the Notes, the Grantor has granted a continuing security interest in and to the Collateral, including the Trademark Collateral (as defined below), to secure the prompt and complete payment, observance and performance of the Secured Obligations, pursuant to that certain US Guarantee and Security Agreement dated as of even date herewith, by the Grantor in favor of the Secured Party (as amended, restated, supplemented, or otherwise modified from time to time, the “Security Agreement”).

NOW, THEREFORE, for and in consideration of the recitals made above and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** The Grantor hereby unconditionally grants, collaterally assigns, and pledges to the Secured Party, to secure the Secured Obligations, a continuing security interest (the “Security Interest”) in the Grantor’s worldwide right, title and interest in and to the following, whether now owned or hereafter acquired or arising and wherever located (collectively, the “Trademark Collateral”):

(a) all of the Grantor’s trademarks, trade names, service marks, service names, brands, trade dress, logos, slogans, designs or fictitious business names, including (i) those marks listed on Schedule I; (ii) registrations and applications to register any of the

foregoing, including all renewals thereof; (iii) common law rights associated with any of the foregoing; and (iv) the goodwill and activities with which the foregoing is associated; and

(b) all products and proceeds (as that term is defined in the UCC) of the foregoing items set forth in Section 2(a), including any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any of the items set forth in Section 2(a) or (ii) injury to the goodwill associated with any of the items set forth in Section 2(a).

Notwithstanding anything herein to the contrary, this Trademark Security Agreement shall not operate as a sale, transfer, conveyance, or other assignment to the Secured Party of any Excluded Property, including any intent-to-use trademark applications as further described in Exhibit A to the Security Agreement.

3. SECURITY FOR OBLIGATIONS. The Security Interest created hereby secures the payment and performance of all 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 the Grantor to the Secured Party, whether or not they are unenforceable or not allowable due to the existence of an insolvency or liquidation proceeding involving the Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Secured Party pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party 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 the Grantor shall obtain rights to any intellectual property that would otherwise meet the definition of Trademark Collateral, the provisions of this Trademark Security Agreement shall automatically apply thereto and such intellectual property shall be Trademark Collateral. Without limiting the Grantor's obligations under this Section, the Grantor hereby authorizes the Secured Party unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new rights of the 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 the Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. TERMINATION. This Trademark Security Agreement shall terminate upon termination of the Security Agreement.

7. COUNTERPARTS. This Trademark Security Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or .pdf shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement

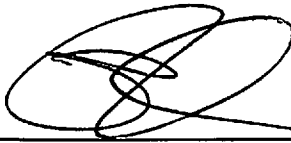
8. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF DELAWARE WITHOUT REGARD TO CONFLICTS-OF-LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

TBG IP HOLDER, LLC

By:  _____

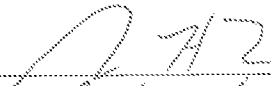
Name: Michael Reinstein
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 006406 FRAME: 0013**

SECURED PARTY:


Regis Corp., on behalf of itself and as agent for the other Regis Entities

By: 
Name: *Andrew Lucks*
Title: *President*

SCHEDULE I
TO

TRADEMARK SECURITY AGREEMENT

Trademark	Owner	Country	Application Number	Application Date	Registration Number	Registration Date	Status
MIA & MAXX HAIR STUDIO	TBG IP Holder, LLC	Canada	1439053	22-May-09	TMA777640	20-Sep-10	REGISTERED
MASTERCUTS	TBG IP Holder, LLC	Canada	567711	13-Aug-86	TMA353165	20-Jan-05	REGISTERED
CARLTON HAIR	TBG IP Holder, LLC	U.S. Federal	85176475	15-Nov-10	3966440	24-May-11	REGISTERED
HAIR EXCITEMENT	TBG IP Holder, LLC	U.S. Federal	77633848	16-Dec-08	3650514	7-Jul-09	REGISTERED
HAIR PLUS	TBG IP Holder, LLC	U.S. Federal	77445965	11-Apr-08	3530892	11-Nov-08	REGISTERED
	TBG IP Holder, LLC	U.S. Federal	78781046	27-Dec-05	3173924	21-Nov-06	REGISTERED
HAIR BY STEWARTS							
M/C MASTERCUTS	TBG IP Holder, LLC	U.S. Federal	76330402	26-Oct-01	2759885	2-Sep-03	REGISTERED
MIA & MAXX HAIR STUDIO	TBG IP Holder, LLC	U.S. Federal	76146232	13-Oct-00	2595679	16-Jul-02	REGISTERED

Trademark	Owner	Country	Application Number	Application Date	Registration Number	Registration Date	Status
CARLTON HAIR INTERNATIONAL	TBG IP Holder, LLC	U.S. Federal	75705885	13-May-99	2436343	20-Mar-01	REGISTERED
IMAGES SALON	TBG IP Holder, LLC	U.S. Federal	75663076	18-Mar-99	2464369	26-Jun-01	REGISTERED
PROGRESSIONS	TBG IP Holder, LLC	U.S. Federal	75418788	12-Jan-98	2312415	25-Jan-00	REGISTERED
BEAUTY BAR	TBG IP Holder, LLC	U.S. Federal	74552006	21-Jul-94	1918555	12-Sep-95	REGISTERED
OUTLOOKS FOR HAIR	TBG IP Holder, LLC	U.S. Federal	74504272	23-Mar-94	1910593	8-Aug-95	REGISTERED
	TBG IP Holder, LLC	U.S. Federal	74168985	22-May-91	1698185	30-Jun-92	REGISTERED
BEAUTY UNLTD.	TBG IP Holder, LLC	U.S. Federal	74137774	11-Feb-91	1692236	9-Jun-92	REGISTERED
MASTERCUTS	TBG IP Holder, LLC	U.S. Federal	73559495	23-Sep-85	1394491	20-May-86	REGISTERED