

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM481292

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RENPURE, LLC		07/10/2018	Limited Liability Company: DELAWARE
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: 53			
Property Type	Number	Word Mark	
Registration Number:	5228264	AMAZING MIRACLE	
Registration Number:	4921804	RENPURE COCONUT CRÈME	
Registration Number:	4879651	CI COLOR INSURANCE	
Registration Number:	4856201	OXYGEN RICH NUTRIENTS O2	
Registration Number:	4366225	HIGHLIGHTER	
Registration Number:	4320863	SUN LITE	
Registration Number:	4320862	WIND & WATER	
Registration Number:	4373862	4 DAY STRAIGHT	
Registration Number:	4373863	14 DAY STRAIGHT	
Registration Number:	4390877	SUN & SURF WITH ARGAN OIL	
Registration Number:	4320866	RENPURE TROPICALS	
Registration Number:	4390878	BEACH SPRAY	
Registration Number:	4238892	RENPURE ORIGINALS	
Registration Number:	4551988	COLOR INSURANCE	
Registration Number:	3726192	RENPURE	
Registration Number:	5400627	RENPURE ADVANCED	
Registration Number:	5412928	BELLA CURLS	
Registration Number:	5412929	BELLA CURLS	

OP \$1340.00 5228264

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	87422601	HAIR SOUP
Serial Number:	87422655	MAN HAIR
Serial Number:	87381528	LOVE IS IN THE HAIR
Serial Number:	87338207	GARDEN TO BOTTLE
Serial Number:	87308497	GO NUTS
Serial Number:	87270210	RAW NATURALS
Serial Number:	87237662	ZERO WASH
Serial Number:	87237647	NO WASH
Serial Number:	87234518	WE ARE A FAMILY JUST LIKE YOURS, CONCERN
Serial Number:	87234444	RENPURE ADVANCED EXTRA STRENGTH BAMBOO C
Serial Number:	87234461	RENPURE ADVANCED EXTRA STRENGTH COCONUTC
Serial Number:	87234454	RENPURE ADVANCED EXTRA STRENGTH BIOTIN &
Serial Number:	87234430	RENPURE ADVANCED EXTRA STRENGTH ARGAN OI
Serial Number:	87234472	RENPURE ADVANCED EXTRA STRENGTH MOROCCAN
Serial Number:	87234484	RENPURE ADVANCED EXTRA STRENGTH TEA TREE
Serial Number:	87234498	RENPURE ORIGINALS COCONUT WATER MIST
Serial Number:	87214476	SMART INGREDIENTS
Serial Number:	87214484	LIVING SIMPLE
Serial Number:	87179133	NAKED OIL
Serial Number:	87179129	NAKED COCONUT OIL
Serial Number:	87137100	REDMOND
Serial Number:	87118019	REDMOND
Serial Number:	86837174	#
Serial Number:	86837140	HAIR SALAD
Serial Number:	86837153	AMERICAN CURL
Serial Number:	86837189	COCONUT WHIPPED CREAM CURLS
Serial Number:	86837121	SPRAY BABY
Serial Number:	86763005	PUREPERFECTION PREMIUM HAIRCARE
Serial Number:	86763022	MEGA KERATIN
Serial Number:	86763015	PUREPERFECTION PREMIUM HAIRCARE
Serial Number:	86592322	VIVA CURL
Serial Number:	86470423	EXOTIC OIL
Serial Number:	87839040	OXYGEN BAR
Serial Number:	87906531	PLANT BASED BEAUTY
Serial Number:	87906564	PLANT-BASED BEAUTY

CORRESPONDENCE DATA

Fax Number: 2123553333

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: 2124597136
Email: TBENNETT@GOODWINLAW.COM
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: 9

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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 RENPURE, LLC (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 an Affiliate of the Canadian Borrower and 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.

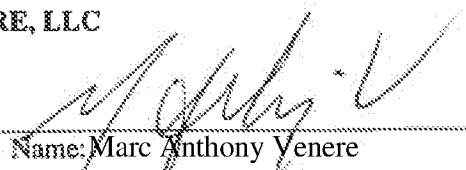
Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by email 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.

RENPURE, LLC

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.

RENPURE, LLC

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: 006409 FRAME: 0583

TRADEMARK REGISTRATIONS AND APPLICATIONS

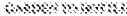

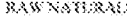

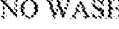
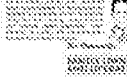





Trademark Registrations:



Owner	Trademark:	Jurisdiction:	Registration No.:
Renpure, LLC	AMAZING MIRACLE	United States	5,228,264
Renpure, LLC	RENPURE COCONUT CRÈME	United States	4,921,804
Renpure, LLC	CI COLOR INSURANCE	United States	4,879,651
Renpure, LLC		United States	4,856,201
Renpure, LLC	HIGHLIGHTER	United States	4,366,225
Renpure, LLC	SUN LITE	United States	4,320,863
Renpure, LLC	WIND & WATER	United States	4,320,862
Renpure, LLC	4 DAY STRAIGHT	United States	4,373,862
Renpure, LLC	14 DAY STRAIGHT	United States	4,373,863
Renpure, LLC	SUN & SURF WITH ARGAN OIL	United States	4,390,877

Owner	Trademark:	Jurisdiction:	Registration No.:
Renpure, LLC	RENPURE TROPICALS	United States	4,320,866
Renpure, LLC	BEACH SPRAY	United States	4,390,878
Renpure, LLC	RENPURE ORIGINALS	United States	4,238,892
Renpure, LLC	COLOR INSURANCE	United States	4,551,988
Renpure, LLC	RENPURE	United States	3,726,192
Renpure, LLC	RENPURE ADVANCED	United States	5,400,627
Renpure, LLC		United States	5,412,928
Renpure, LLC		United States	5,412,929

Trademark Applications:

Owner	Trademark:	Jurisdiction:	Application No.:
Renpure, LLC	HAIR SOUP	United States	87422601
Renpure, LLC	MAN HAIR	United States	87422655
Renpure, LLC	LOVE IS IN THE HAIR	United States	87381528

Owner	Trademark:	Jurisdiction:	Application No.:
Renpure, LLC		United States	87338207
Renpure, LLC		United States	87308497
Renpure, LLC		United States	87270210
Renpure, LLC		United States	87237662
Renpure, LLC		United States	87237647
Renpure, LLC		United States	87234518
Renpure, LLC		United States	87234444
Renpure, LLC		United States	87234461
Renpure, LLC		United States	87234454
Renpure, LLC		United States	87234430
Renpure, LLC		United States	87234472

Owner	Trademark:	Jurisdiction:	Application No.:
Renpure, LLC		United States	87234484
Renpure, LLC		United States	87234498
Renpure, LLC	SMART INGREDIENTS	United States	87214476
Renpure, LLC	LIVING SAMPLE	United States	87214484
Renpure, LLC	NAKED OIL	United States	87179133
Renpure, LLC	SAFEGUARD OIL	United States	87179129
Renpure, LLC	REDMOND	United States	87137100
Renpure, LLC	REDMOND	United States	87118019
Renpure, LLC	8	United States	86837174
Renpure, LLC	HAIR SALAD	United States	86837140
Renpure, LLC	AMERICAN CURL	United States	86837153
Renpure, LLC	COCONUT WHIPPED CREAM CURLS	United States	86837189

Owner	Trademark:	Jurisdiction:	Application No.:
Renpure, LLC	SPRAY BABY	United States	86837121
Renpure, LLC	PUREPERFECTION	United States	86763005
Renpure, LLC	MEGA KERATIN	United States	86763022
Renpure, LLC	PUREPERFECTION PREMIUM HAIRCARE	United States	86763015
Renpure, LLC	VIVA CURL	United States	86592322
Renpure, LLC	EXOTIC OIL	United States	86470423
Renpure, LLC	OXYGEN BAR	United States	87839040
Renpure, LLC	PLANT BASED BEAUTY	United States	87906531
Renpure, LLC	PLANT-BASED BEAUTY	United States	87906564