

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM486637

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Anastasia Beverly Hills, LLC		08/10/2018	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	ROYAL BANK OF CANADA		
Street Address:	200 Bay Street, 12th Fl, South Tower		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5J 2J5		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 27			
Property Type	Number	Word Mark	
Registration Number:	3342405	ANASTASIA BEVERLY HILLS	
Registration Number:	4364257	LASH GENIUS	
Registration Number:	4415815	BROW GENIUS	
Registration Number:	4208796	A	
Registration Number:	4419037	A ANASTASIA BEVERLY HILLS	
Registration Number:	2821892	ANASTASIA BEVERLY HILLS	
Registration Number:	3503367	A ANASTASIA BEVERLY HILLS	
Registration Number:	2798069	A ANASTASIA BEVERLY HILLS	
Registration Number:	3949091	GOLDEN RATIO	
Registration Number:	4790916	BROW STUDIO	
Registration Number:	2949230	BROW STUDIO	
Registration Number:	4364870	BROW WIZ	
Registration Number:	4548556	BROW WIZ	
Registration Number:	4526599	DIPBROW	
Registration Number:	3679514	ANASTASIA BEVERLY HILLS	
Registration Number:	5012876	A	
Registration Number:	5021520	ANASTASIA BEVERLY HILLS	
Registration Number:	5021518	ANASTASIA BEVERLY HILLS	
Registration Number:	5021517	ANASTASIA BEVERLY HILLS	
TRADEMARK			

OP \$690.00 3342405

Property Type	Number	Word Mark
Registration Number:	5021515	ANASTASIA BEVERLY HILLS
Registration Number:	5021519	ANASTASIA BEVERLY HILLS
Registration Number:	5334329	GLOW KIT
Serial Number:	87807121	ABH
Serial Number:	86955252	NORVINA
Serial Number:	86785199	NORVINA
Serial Number:	87675381	EROU
Serial Number:	87675373	EROU

CORRESPONDENCE DATA

Fax Number: 8004947512
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: 202-370-4756
Email: ipteam@cogencyglobal.com
Correspondent Name: Jay daSilva
Address Line 1: 1025 Vermont Ave NW, Suite 1130
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F178772 TM IPSA
NAME OF SUBMITTER:	Emily Ohannessian
SIGNATURE:	/Emily Ohannessian/
DATE SIGNED:	08/20/2018

Total Attachments: 11
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is entered into as of August 10, 2018, by and among Anastasia Beverly Hills, LLC, a California limited liability company (“Grantor”) and ROYAL BANK OF CANADA, in its capacity as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”).

PRELIMINARY STATEMENTS

WHEREAS, Grantor is party to a Pledge and Security Agreement, dated as of August 10, 2018 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented or otherwise modified, the “Security Agreement”), in favor of the Collateral Agent pursuant to which Grantor granted to the Secured Parties a security interest in and continuing lien on, certain intellectual property rights owned by the Grantor and pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Grantor hereby pledges and grants to the Collateral Agent for itself and the ratable benefit of the Secured Parties a continuing lien on and security interest in and to all of its right, title and interest in, to and under (a) the Trademarks of Grantor listed on Schedule I attached hereto (excluding any “intent-to-use” trademark application filed with the USPTO prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law); (b) all extensions or renewals of any of the foregoing; (c) all of the goodwill of the business connected with the use of and symbolized by the foregoing; (d) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill; and (e) all proceeds of the foregoing, including without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit (collectively, the “Trademark Collateral”).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and should not be deemed to grant a broader security interest in the Trademark Collateral than what is granted by the Grantor to the Collateral Agent in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement (and are expressly subject to the terms and conditions thereof), the terms and provisions of which are incorporated by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge, and deliver to Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of 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 counterpart of a signature page to this Trademark Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

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

ANASTASIA BEVERLY HILLS, LLC,
a California limited liability company

By: Anastasia Soare
Name: Anastasia Soare
Title: President

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:

ROYAL BANK OF CANADA,
as Collateral Agent


By: 
Name: Rodica Dutka
Title: Manager, Agency


[Signature Page to Trademark Security Agreement]

TRADEMARK


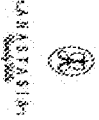
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SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS:


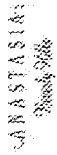
Mark Name	Mark Image	Country	Status	Inter-national Classes	Class Description	Application Number	Filed Date	Registration Number	Registration Date
ANASTASIA BEVERLY HILLS		United States of America	Registered	44	44 - Beauty salon services, namely, hair removal, dressing and styling, in International Class 44	76/632,130	2005-02-25	3,342,405	2007-11-27
LASH GENIUS		United States of America	Registered	3	3 - Cosmetic preparations for eye lashes, in International Class 3	85/773,304	2012-11-07	4,364,257	2013-07-09
BROW GENIUS		United States of America	Registered	3	3 - Cosmetics, eyebrow colors, eyebrow cosmetics, non-medicated preparation for the care of eyebrow, eyebrow pencils, eyebrow gel, eyebrow powder, in International Class 3	85/681,867	2012-07-19	4,415,815	2013-10-08
A (AND CROWN DESIGN)		United States of America	Registered	3,8,21	3 - Color cosmetics; non-medicated skincare creams, gels, oils, serums, and mists; liquid cleansers and scrubs for use on the face; eye area creams, gels, and serums;	85/381,511	2011-07-26	4,208,796	2012-09-18

A ANASTASIA BEVERLY HILLS (AND DESIGN) IN COLOR		United States of America	Registered	3,8,21	waxes, gels, serums, pencils and powders for defining and shaping eyebrows, in International Class 3; 8 - Eyebrow tweezers; eyebrow grooming scissors, in International Class 8; 21 - Cosmetic brushes; eyebrow stencils, in International Class 21	85/387,743	2011-08-02	4,419,037	2013-10-15
ANASTASIA BEVERLY HILLS		United States of America	Registered	3,8,21	3 - Cosmetics, namely, foundation, concealer, pressed powder, blush, eye shadows, mascara, eyeliners, lip coverings, lipstick, lip gloss, lip liners, eyebrow color products, eyebrow pencils, eyebrow powder, eyebrow pomade, eyebrow gel, skin care products, namely, facial moisturizers, eye creams, eye gels, eye- area moisturizers, eye- area gels, eye-area	75/833,810	1999-10-28	2,821,892	2004-03-16

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A ANASTASIA BEVERLY HILLS (AND DESIGN) B/W WITH BLACK BACKGROUND		United States of America	Registered	44	<p>creams, facial serums, in International Class 3</p> <p>8 - Eyebrow tweezers and eyebrow grooming scissors, in International Class 8</p> <p>21 - Cosmetic brushes, in International Class 21</p> <p>44 - Beauty salon services, namely, hair removal, dressing and styling, in International Class 44</p>	76/632,127	2005-02-25	3,503,367	2008-09-23
A ANASTASIA BEVERLY HILLS (AND DESIGN) B/W WITH WHITE BACKGROUND		United States of America	Registered	3,8,21	<p>3 - Cosmetics, namely, foundation, concealer, pressed powder, loose powder, blush, eye shadows, mascara, eyeliners, lip coverings, lipstick, lip gloss, lip liners, eyebrow color pencils, eyebrow powder, eyebrow pomade, eyebrow gel; skin care products, namely, facial moisturizers, eye creams, eye-area gels, in International Class 3;</p> <p>8 - Eyebrow tweezers and eyebrow grooming scissors, in International Class 8;</p> <p>21 - Cosmetic brushes,</p>	75/833,290	1999-10-27	2,798,069	2003-12-23

GOLDEN RATIO	United States of America	Registered	8,21	in International Class 21	77/979,475	2007-08-15	3,949,091	2011-04-19
BROW STUDIO	United States of America	Registered	3	3 - Cosmetics, in International Class 3	85/680,906	2012-07-18	4,790,916	2015-08-11
BROW STUDIO	United States of America	Registered	44	44 - Beauty salon services, namely hair removal, dressing and styling, in International Class 44	76/534,637	2003-08-04	2,949,230	2005-05-10
BROW WIZ	United States of America	Registered	3	3 - Cosmetics, eyebrow pencil, automatic eyebrow pencil, in International Class 3	85/805,898	2012-12-18	4,364,870	2013-07-09
BROW WIZ	United States of America	Registered	3	3 - Cosmetics, eyebrow powder, in International Class 3	85/805,903	2012-12-18	4,548,556	2014-06-10
DIPBROW	United States of America	Registered	3	3 - Cosmetics, eyebrow colors, eyebrow cosmetics, eyeliner, cream eyeliner, cake eyeliner, pomades, in International Class 3	85/801,344	2012-12-12	4,526,599	2014-05-06

ANASTASIA BEVERLY HILLS		United States of America	Registered	3,21	3 - Cosmetic preparations; Cosmetics; Eyebrow colors; Eyebrow cosmetics, in International Class 3 21 - Stencils for applying make-up, in International Class 21 44 - Beauty salon services.	77/677,638	2009-02-24	3,679,514	2009-09-08
A (AND CROWN DESIGN)		United States of America	Registered	44	44 - Beauty salon services.	86/857,298	2015-12-22	5,012,876	2016-08-02
ANASTASIA BEVERLY HILLS (STYLIZED)		United States of America	Registered	8	8 - Eyebrow tweezers, eyebrow grooming scissors.	86/857,291	2015-12-22	5,021,520	2016-08-16
ANASTASIA BEVERLY HILLS (STYLIZED)		United States of America	Registered	16	16 - Eyebrow stencils.	86/857,276	2015-12-22	5,021,518	2016-08-16
ANASTASIA BEVERLY HILLS (STYLIZED)		United States of America	Registered	21	21 - Cosmetic brushes.	86/857,248	2015-12-22	5,021,517	2016-08-16
ANASTASIA BEVERLY HILLS (STYLIZED)		United States of America	Registered	44	44 - Beauty salon services.	86/857,234	2015-12-22	5,021,515	2016-08-16
ANASTASIA BEVERLY HILLS (STYLIZED)		United States of America	Registered	3	3 - Cosmetics.	86/857,285	2015-12-22	5,021,519	2016-08-16
ANASTASIA BEVERLY HILLS (WORD) (US CUSTOMS)		United States of America	Registered						
GLOW KIT		United States of America	Registered	3	3 - Cosmetics; make-up powder.	87/404,714	2017-04-10	5,334,329	2017-11-14

ABH	United States of America	Application	3	3 - Eyebrow cosmetics, eyeshadow, lipstick, lip gloss, highlighters, powder, foundation.	87/807,121	2018-02-22	
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Country	Trademark	Application Number	Application Date	Registration Number	Registration Date	Current Owner
U.S.A.	NORVINA	86955252	March 28, 2016	-	-	Anastasia Beverly Hills, LLC
U.S.A	NORVINA	86785199	October 12, 2015	-	-	Anastasia Beverly Hills, LLC
U.S.A	EROU	87675381	November 7, 2017	-	-	Anastasia Beverly Hills, LLC
U.S.A	EROU	87675373	November 7, 2017	-	-	Anastasia Beverly Hills, LLC