

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM487678

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Ouidad Licensing, LLC		08/10/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Deerpath Capital II, LP, as Agent		
<b>Street Address:</b>	405 Lexington Avenue, 53rd Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10174		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 24</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87205763	MOISTURE LOCK	
<b>Serial Number:</b>	87206229	LET CURLS BE CURLS	
<b>Serial Number:</b>	87622920	ADVANCED CLIMATE CONTROL	
<b>Serial Number:</b>	87623384	CURL LAST	
<b>Serial Number:</b>	87222905	CURLS FOR A CURE	
<b>Serial Number:</b>	87201898	KRLY KIDS	
<b>Serial Number:</b>	87197234	CURL IMMERSION	
<b>Serial Number:</b>	86880024	THE CURL EXPERTS	
<b>Serial Number:</b>	86876919	KRLY	
<b>Serial Number:</b>	86401892	VITALCURL	
<b>Serial Number:</b>	86206737	CURL RECOVERY	
<b>Serial Number:</b>	86095534	CLIMATE CONTROL	
<b>Serial Number:</b>	85846882	TRESS EFFECTS	
<b>Serial Number:</b>	85725661	HYDRAFUSION	
<b>Serial Number:</b>	85213175		
<b>Serial Number:</b>	85059983	CURL QUENCHER	
<b>Serial Number:</b>	85930478	WHIPPED CURLS	
<b>Serial Number:</b>	85846855	PLAYCURL	
<b>Serial Number:</b>	85525874	SUN SHIELD	
<b>TRADEMARK</b>			

CH \$615.00 87205763

Property Type	Number	Word Mark
Serial Number:	85488256	FRIZZ & FLYAWAY FIGHTER
Serial Number:	78020071	A CURL'S BEST FRIEND
Serial Number:	77303241	BOTANICAL BOOST
Serial Number:	75518242	CARVING AND SLICING
Serial Number:	74335284	OUIDAD

**CORRESPONDENCE DATA**

Fax Number: 7132266397  
*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: 7132266000  
Email: TMMail@porterhedges.com  
Correspondent Name: Jonathan Pierce  
Address Line 1: P.O. Box 4744  
Address Line 4: Houston, TEXAS 77210-4744

NAME OF SUBMITTER:	Jonathan Pierce
SIGNATURE:	/jmp/
DATE SIGNED:	08/28/2018

**Total Attachments: 9**

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**PATENT AND TRADEMARK SECURITY AGREEMENT (EIGHTH AMENDMENT  
DATE ACQUISITION)**

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (EIGHTH AMENDMENT DATE ACQUISITION), dated as of August 10, 2018 (as amended, restated, modified or supplemented and in effect from time to time, the “**Agreement**”), by and between OUIDAD LICENSING, LLC, a Delaware limited liability company (“**Debtor**”), and DEERPATH CAPITAL II, LP, a Delaware limited partnership (“**Deerpath**”), as administrative agent and collateral agent (in such capacities, together with any successors in such capacities under the Loan Agreement, “**Secured Party**”) for the ratable benefit of the Lenders (defined below).

WITNESSETH:

**WHEREAS**, Debtor and the other borrowers from time to time party thereto (collectively with Debtor, “**Borrowers**”), the guarantors from time to time party thereto (collectively, “**Guarantors**”), Secured Party, and the lenders from time to time party thereto (collectively, the “**Lenders**”) have entered into that certain Loan Agreement dated as of October 14, 2015 (as amended by that certain First Amendment to Loan Agreement dated as of November 16, 2016, that certain Second Amendment to Loan Agreement dated as of April 18, 2017, that certain Third Amendment to Loan Agreement dated as of May 25, 2017, that certain Fourth Amendment to Loan Agreement dated as of August 16, 2017, that certain Fifth Amendment to Loan Agreement dated as of September 18, 2017, , that certain Sixth Amendment to Loan Agreement dated as of June 28, 2018, that certain Seventh Amendment to Loan Agreement dated as of August 6, 2018, that certain Eighth Amendment to Loan Agreement dated as of August 10, 2018, and as further amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”);

**WHEREAS**, Debtor and the other Borrowers, Guarantors and Secured Party have entered into that certain Security Agreement dated as of October 14, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), pursuant to which Debtor has granted a first-priority lien and security interest in all or substantially all of its assets to Secured Party;

**WHEREAS**, as a condition to continuing to extend credit to Borrowers under the Loan Agreement, Secured Party requires that Debtor grant to Secured Party a continuing security interest in, and lien on, all of the IP Collateral (defined below); and

**WHEREAS**, Debtor has duly authorized the execution, delivery and performance of this Agreement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce Lenders to extend credit to Borrowers pursuant to the Loan Agreement, Debtor agrees, for the benefit of Secured Party and Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the respective meanings provided or provided by reference in the Loan Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment, performance and observance of the Obligation, Debtor does hereby mortgage, pledge and grant to Secured Party, for the ratable benefit of the Lenders, a continuing security interest in, and lien on, all of the following property of Debtor (the “**IP Collateral**”), whether now or hereafter owned, acquired, existing or arising:

- (a) all of its patents, patent applications, and patent licenses to which it is a party, including but not limited to those referred to on **Schedule 1** hereto;
- (b) all of its trademarks, trademark applications, and any related licenses to which it is a party, including but not limited to those referred to on **Schedule 1** hereto, and all goodwill associated therewith or symbolized thereby;
- (c) all reissues, continuations or extensions of the foregoing; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present or future infringement of any of the foregoing.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by Debtor for the purpose of registering the security interest and lien of Secured Party in the IP Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest and lien granted to Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon payment and satisfaction in full of the Obligation and the termination of all commitments of Lenders, Secured Party shall, at Debtor’s expense, execute and deliver to Debtor all instruments and other documents as may be necessary to release the lien and security interest in the IP Collateral which has been granted hereunder and under the Security Agreement.

SECTION 5. Acknowledgment. Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in and lien on the IP Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Related Other Document, Etc. This Agreement is a Loan Document executed pursuant to the Loan Agreement and shall be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[Signatures Appear on Following Pages]

IN WITNESS WHEREOF, each of the parties hereto has caused this Patent and Trademark Security Agreement (Eighth Amendment Date Acquisition) to be executed by its duly qualified officer to be effective for all purposes as of the date first written above.

**DEBTOR:**

**QUIDAD LICENSING, LLC**  
a Delaware limited liability company

By:  \_\_\_\_\_

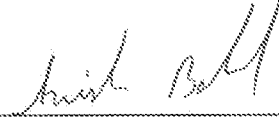
Name: Jeffrey Davidson

Title: Chief Executive Officer

**SECURED PARTY:**

**DEERPATH CAPITAL II, LP**  
a Delaware limited partnership,  
as Agent

By: Deerpath Capital II General Partner, LLC  
its general partner

By:   
Name: Anish Bahl  
Title: Vice President and Secretary

**Schedule 1**

**to**

**Patent and Trademark Security Agreement**

***Patents***

<b>Application No.</b>	<b>Title</b>	<b>Patent No.</b>	<b>Issue Date</b>
29/319,359	Double Row Comb	US D539,710	6/2/2009

***Registered Trademarks, Material Unregistered Trademarks, and Applications for Registration of Trademarks***

See attached.



Mark	Jurisdiction	Serial No./ Filing Date	Registration No./ Registration Date	Status	Current Owner of Record
MOISTURE LOCK	U.S.	87205763 10/17/2016	—	Pending  Published 6/12/2018	Ouidad Licensing, LLC
LET CURLS BE CURLS	U.S.	87206229 10/17/2016	—	Pending <b>Intent to Use</b>  Final Office Action mailed 5/16/2018; response to Office Action due 11/16/2018.	Ouidad Licensing, LLC
ADVANCED CLIMATE CONTROL	U.S.	87622920 9/26/2017	5467973 5/15/2018	Registered  6-Year Affidavit of Cont. Use due 5/15/2024	Ouidad Licensing, LLC
CURL LAST	U.S.	87623384 9/26/2017	5467982 5/15/2018	Registered  6-Year Affidavit of Cont. Use due 5/15/2024	Ouidad Licensing, LLC
CURLS FOR A CURE	U.S.	87222905 11/1/2016	5209393 5/23/2017	Registered  6-Year Affidavit of Cont. Use due 5/23/2023	Ouidad Licensing, LLC
KRLY KIDS	U.S.	87201898 10/13/2016	5410090 2/27/2018	Registered  6-Year Affidavit of Cont. Use due 2/27/2024	Ouidad Licensing, LLC
CURL IMMERSION	U.S.	87197234 10/8/2016	5208745 5/23/2017	Registered  6-Year Affidavit of Cont. Use due 5/23/2023	Ouidad Licensing, LLC
THE CURL EXPERTS	U.S.	86880024 1/19/2016	5031163 8/30/2016	Registered  6-Year Affidavit of Cont. Use due 8/30/2022	Ouidad Licensing, LLC
KRLY	U.S.	86876919 1/15/2016	5062555 10/18/2016	Registered  6-Year Affidavit of Cont. Use due 10/18/2022	Ouidad Licensing, LLC
VITALCURL	U.S.	86401892 9/22/2014	4810114 9/8/2015	Registered  6-Year Affidavit of Cont. Use due 9/8/2021	Ouidad Licensing, LLC
CURL RECOVERY	U.S.	86206737 2/27/2014	4624111 10/21/2014	Registered  6-Year Affidavit of Cont. Use due 10/21/2020	Ouidad Licensing, LLC
CLIMATE CONTROL	U.S.	86095534 10/18/2013	4567039 7/15/2014	Registered  6-Year Affidavit of Cont. Use due 7/15/2020	Ouidad Licensing, LLC
TRESS EFFECTS	U.S.	85846882 2/11/2013	4403309 9/17/2013	Registered  6-Year Affidavit of Cont. Use due 9/17/2019	Ouidad Licensing, LLC
HYDRAFUSION	U.S.	85725661 9/11/2012	4464679 1/14/2014	Registered  6-Year Affidavit of Cont. Use due 1/14/2020	Ouidad Licensing, LLC

Mark	Jurisdiction	Serial No. / Filing Date	Registration No. / Registration Date	Status	Current Owner of Record
Design Only 	U.S.	85213175 1/7/2011	4009263 8/9/2011	Registered  §§8 & 15 — Accepted / Acknowledged  Renewal due 8/9/2021	Ouidad Licensing, LLC
CURL QUENCHER	U.S.	85059983 6/10/2010	3908016 1/18/2011	Registered  §§8 & 15 — Accepted / Acknowledged  Renewal due 1/19/2021	Ouidad Licensing, LLC
WHIPPED CURLS	U.S.	85930478 5/13/2013	4458712 12/31/2013	Registered  6-Year Affidavit of Cont. Use due 12/31/2019	Ouidad Licensing, LLC AKA Ouidad
PLAYCURL	U.S.	85846855 2/11/2013	4403305 9/17/2013	Registered  6-Year Affidavit of Cont. Use due 9/17/2019	Ouidad Licensing, LLC AKA Ouidad
SUN SHIELD	U.S.	85525874 1/26/2012	4378452 8/6/2013	Registered  6-Year Affidavit of Cont. Use due 8/6/2019	Ouidad Licensing, LLC DBA Ouidad
FRIZZ & FLYAWAY FIGHTER	U.S.	85488256 12/6/2011	4219489 10/2/2012	Registered  6-Year Affidavit of Cont. Use due 10/2/2018	Ouidad Licensing, LLC DBA Ouidad
A CURL'S BEST FRIEND	U.S.	78020071 8/8/2000	2554141 3/26/2002	Registered — Renewed  §§8 & 15 — Accepted / Acknowledged  Next renewal due 3/28/2022	Ouidad Licensing LLC
BOTANICAL BOOST	U.S.	77303241 10/12/2007	3487652 8/19/2008	Registered — Renewed  §8 — Accepted  Next renewal due 8/21/2028	Ouidad Licensing, LLC
CARVING AND SLICING	U.S.	75518242 7/13/1998	2622565 9/24/2002	Registered — Renewed  §§8 & 15 — Accepted / Acknowledged  Next renewal due 9/26/2022	Ouidad Licensing, LLC
OUIDAD Stylized <b>OUIDAD</b>	U.S.	74335284 11/27/1992	1794602 9/28/1993	Registered — Renewed  §§8 & 15 — Accepted / Acknowledged  Next renewal due 9/28/2023	Ouidad Licensing, LLC
A CURL'S BEST FRIEND	Canada	1279649 11/15/2005	TMA684710 3/27/2007	Registered  Renewal due 3/27/2022	Ouidad Licensing LLC

Mark	Jurisdiction	Serial No./ Filing Date	Registration No./ Registration Date	Status	Current Owner of Record
CARVING AND SLICING	Canada	1279650 11/15/2005	TMA684694 3/27/2007	Registered Renewal due 3/27/2022	Ouidad Licensing LLC
CURL QUENCHER	Canada	1279651 11/15/2005	TMA684707 3/27/2007	Registered Renewal due 3/27/2022	Ouidad Licensing LLC
CURLS FOR A CURE	Canada	1279652 11/15/2005	TMA729848 12/1/2008	Registered Renewal due 12/1/2023	Ouidad Licensing LLC
KRLY	Canada	1279653 11/15/2005	TMA739641 5/7/2009	Registered Renewal due 5/7/2024	Ouidad Licensing LLC
OUIDAD	Canada	1279655 11/15/2005	TMA684706 3/27/2007	Registered Renewal due 3/27/2022	Ouidad Licensing LLC
THE CURL EXPERTS	Canada	1279656 11/15/2005	TMA717217 6/23/2008	Registered Renewal due 6/23/2023	Ouidad Licensing LLC
THE CURL EXPERTS	Brazil	840170467 6/25/2012	—	Pending — <b>Rejected</b>	Ouidad Licensing, LLC
Design Only 	Brazil	840170459 6/25/2012	840170459 5/19/2015	Registered Renewal due 5/29/2025	Ouidad Licensing, LLC
CLIMATE CONTROL	Brazil	840170483 6/25/2012	840170483 5/19/2015	Registered Renewal due 5/19/2025	Ouidad Licensing, LLC
OUIDAD	Brazil	840170475 6/25/2012	840170475 5/19/2015	Registered Renewal due 5/19/2025	Ouidad Licensing, LLC