

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM491844

<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>
Salon Lofts Group, LLC		09/27/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Huntington National Bank		
<b>Street Address:</b>	226 N. 5th Street		
<b>Internal Address:</b>	Suite 530		
<b>City:</b>	Columbus		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	43215		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3263267	SALON LOFTS	
<b>Registration Number:</b>	3632468	SL	
<b>Registration Number:</b>	4850615	SL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	6142272000		
<b>Email:</b>	rmorgan@porterwright.com		
<b>Correspondent Name:</b>	Robert J. Morgan		
<b>Address Line 1:</b>	41 S High Street		
<b>Address Line 4:</b>	Columbus, OHIO 43215		
<b>ATTORNEY DOCKET NUMBER:</b>	217482		
<b>NAME OF SUBMITTER:</b>	Robert J Morgan		
<b>SIGNATURE:</b>	/Robert J Morgan/		
<b>DATE SIGNED:</b>	09/28/2018		
<b>Total Attachments: 7</b>			
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## SHORT FORM TRADEMARK SECURITY AGREEMENT

**SHORT FORM TRADEMARK SECURITY AGREEMENT**, dated as of September 28, 2018, by Salon Lofts Group, LLC, a Delaware limited liability company ("Salon Lofts") and SL Construction, LLC, a Delaware limited liability company ("SLC") and together with Salon Lofts, each, a "Debtor" and collectively, "Debtors"), in favor of The Huntington National Bank, as administrative agent (in such capacity, together with its successors in such capacity, the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

### WITNESSETH:

WHEREAS, pursuant to the Fourth Amended and Restated Credit Agreement dated of even date herewith (as amended, modified or supplemented from time to time, the "Credit Agreement") among, inter alia, Debtors, the Lenders party thereto from time to time, the Administrative Agent, as administrative agent for the Secured Parties, Lenders have agreed to make extensions of credit to Debtors upon the terms and subject to the conditions set forth therein; and

WHEREAS, all Debtors are party to a Third Amended and Restated Continuing Security Agreement of even date herewith in favor of the Administrative Agent (the "Security Agreement") pursuant to which Debtors are required to execute and deliver this Short Form Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent to enter into the Credit Agreement and to induce Lenders to continue to make extensions of credit to Debtors thereunder, each Debtor hereby agrees with the Administrative Agent as follows:

#### **Section 1. Defined Terms**

Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Security Agreement.

#### **Section 2. Grant of Security Interest in Trademark Collateral**

Each Debtor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby collaterally mortgages, pledges and hypothecates to the Administrative Agent, and grants to the Administrative Agent a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all Proceeds of the foregoing, including, without limitation, any claim by such Debtor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.


**Section 3. Security Agreement**

The security interest granted pursuant to this Short Form Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and each Debtor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent 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.

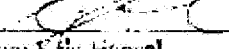
[SIGNATURE PAGES FOLLOW]

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

**SALON LOFTS GROUP, LLC,**  
a Delaware limited liability company

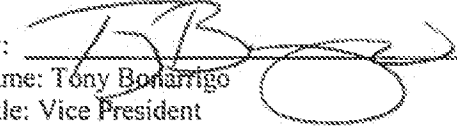
By:   
Name: Kris Hansel  
Title: Chief Financial Officer

**SL CONSTRUCTION, LLC,**  
a Delaware limited liability company

By:   
Name: Kris Hansel  
Title: President

ACCEPTED AND AGREED  
as of the date first above written:

THE HUNTINGTON NATIONAL BANK,  
Administrative Agent

By:   
Name: Tony Bonarrigo  
Title: Vice President

ACKNOWLEDGMENT



Linda Arthur, Attorney At Law  
NOTARY PUBLIC - STATE OF OHIO  
My commission has no expiration date  
Sec. 147.03 R.C.

STATE OF OHIO )  
COUNTY OF Franklin ) SS.

On this 27<sup>th</sup> day of September, 2018, before me personally appeared Kris Hansel, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Salon Lofts Group, LLC, a Delaware limited liability company, who being by me duly sworn did depose and say that he/she is an authorized representative of said entity, that said instrument was signed on behalf of said entity and that he/she acknowledged said instrument to be the free act and deed of said entity.

\_\_\_\_\_  
Notary Public



Shari Suttler  
Notary Public, State of Ohio  
My Commission Expires 09-27-2021

STATE OF OHIO )  
COUNTY OF Franklin ) SS.

On this 27<sup>th</sup> day of September, 2018, before me personally appeared Kris Hansel, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of SL Construction, LLC, a Delaware limited liability company, who being by me duly sworn did depose and say that he/she is an authorized representative of said entity, that said instrument was signed on behalf of said entity and that he/she acknowledged said instrument to be the free act and deed of said entity.

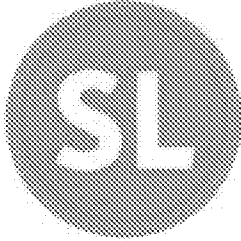

\_\_\_\_\_  
Notary Public

**SCHEDULE I**  
**TO**  
**SHORT FORM TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations**

**A. REGISTERED TRADEMARKS**

**United States**

<i>Mark</i>	<i>Reg. No. /Reg. Date</i>	<i>Goods/Services</i>	<i>Status</i>	<i>Owner</i>
<b>SALON LOFTS</b>	Reg. No. 3263267 Reg. 07/10/2007	IC 44: full service beauty salon	<b>Registered.</b>	Salon Lofts Group, LLC
	Reg. No. 3632468 Reg. 06/02/2009	IC 44: Beauty salons; hair salon services; nail care salon services; skin care salon services; massage services; hair extension services; cosmetic electrolysis; in-person makeup consultation and application services.	<b>Registered.</b>	Salon Lofts Group, LLC
	Reg. No. 4850615 Reg. 11/10/2015	IC 44: Beauty salons; hair salon services; nail care salon services; skin care salon services; massage services; hair extension services; cosmetic electrolysis; in-person makeup consultation and application services.	<b>Registered.</b>	Salon Lofts Group, LLC

**Canada**

<i>Mark</i>	<i>Reg. No. /Reg. Date</i>	<i>Goods/Services</i>	<i>Status</i>	<i>Owner</i>
	Reg. No. TMA798119 Reg. 05/20/2011	Beauty salons; hair salon services; nail care salon services; skin care salon services; massage services; hair extension services; cosmetic electrolysis; in-person makeup consultation and application services	<b>Registered.</b>	Salon Lofts Group, LLC

TRADEMARK	TRADEMARK OFFICE	REGISTRATION DATE	REGISTRATION NUMBER
Mark	U.S. Patent and Trademark Office	7/10/2007	3,263,267
Orange Hockey Puck Logo	U.S. Patent and Trademark Office	6/2/2009	3,263,468
Mark	Canadian Trademarks Office	5/20/2011	798,120
Orange Hockey Puck Logo	Canadian Trademarks Office	5/20/2011	798,119



LOGO

SERVICEMARK



SALON LOFTS

B. TRADEMARK APPLICATIONS

None

C. TRADEMARK LICENSES

Sublease may contain intellectual property licensing agreement between Salon Lofts Group, LLC and an individual stylist who leases space from Salon Lofts.