

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM498015

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Vee Pack, LLC		11/13/2018	Limited Liability Company: DELAWARE
Cosmetic Essence, LLC		11/13/2018	Limited Liability Company: DELAWARE
Aware Products, LLC		11/13/2018	Limited Liability Company: CALIFORNIA

**RECEIVING PARTY DATA**

<b>Name:</b>	TCW Asset Management Company LLC, as administrative agent
<b>Street Address:</b>	200 Clarendon Street
<b>Internal Address:</b>	51st Floor
<b>City:</b>	Boston
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02116
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

**PROPERTY NUMBERS Total: 20**

Property Type	Number	Word Mark
<b>Registration Number:</b>	2661830	VEEPAK
<b>Registration Number:</b>	2690649	COSMETIC ESSENCE
<b>Registration Number:</b>	2692969	CEI
<b>Registration Number:</b>	3376680	ADVANCED VOLUMIZING SYSTEM
<b>Registration Number:</b>	3995083	AMAZON CALM
<b>Registration Number:</b>	3995082	AMAZON COILS
<b>Registration Number:</b>	3995081	AMAZON DEEP
<b>Registration Number:</b>	3546140	AWARE PERSONALIZED BRANDING
<b>Registration Number:</b>	5005683	AWARE PRODUCTS
<b>Registration Number:</b>	3232868	CLUB AWARE
<b>Registration Number:</b>	4298696	COLOR RETENTION SYSTEM QUENCH
<b>Registration Number:</b>	4445255	COLOR RETENTION SYSTEM THICKEN
<b>Registration Number:</b>	3621576	COLOR RETENTION SYSTEM WITH STRANDGUARD
<b>Registration Number:</b>	3285890	EXPANSION TECHNOLOGY

CH \$515.00 2661830

Property Type	Number	Word Mark
Registration Number:	3769028	HEATWAVE TECHNOLOGY
Registration Number:	3743276	NUTRITIVE CASCADE TECHNOLOGY
Registration Number:	1901113	SKINWEAR
Registration Number:	3539751	STRANDGUARD COMPLEX
Registration Number:	3745382	STRUCTURE CONTROL SYSTEM
Registration Number:	5467791	AWARE BRANDING

**CORRESPONDENCE DATA**

**Fax Number:** 2125935955  
*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:** 212-756-2132  
**Email:** scott.kareff@srz.com  
**Correspondent Name:** S. Kareff c/o Schulte Roth & Zabel LLP  
**Address Line 1:** 919 Third Avenue  
**Address Line 2:** 19th Floor  
**Address Line 4:** New York, NEW YORK 10022

<b>ATTORNEY DOCKET NUMBER:</b>	059182-0082
<b>NAME OF SUBMITTER:</b>	Scott Kareff (059182-0082)
<b>SIGNATURE:</b>	/kc for sk/
<b>DATE SIGNED:</b>	11/13/2018

**Total Attachments: 7**  
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## Grant of Security Interest in Trademark Rights

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of November 13, 2018 is made by Vee Pak, LLC, a Delaware limited liability company ("Vee Pak"), Cosmetic Essence, LLC, a Delaware limited liability company ("Cosmetic Essence") and Aware Products, LLC, a California limited liability company ("Aware" and, together with Vee Pak and Cosmetic Essence, each, individually, a "Grantor", and, collectively, the "Grantors") in favor of TCW ASSET MANAGEMENT COMPANY LLC, in its capacity as administrative agent (together with its successors and assigns, in such capacity, the "Administrative Agent") for the benefit of the Secured Parties from time to time party to that certain Credit and Guaranty Agreement, dated as of the date hereof (as may be amended, amended and restated, joined, supplemented or otherwise modified from time to time, the "Credit Agreement"), among VPI/AWARE TOPCO, LLC, a Delaware limited liability company ("VPI"), each Subsidiary of VPI identified on the signature pages thereof as "Borrowers" (together with VPI, individually and collectively, the "Borrower"), the Guarantors (as defined therein) from time to time party thereto, the Lenders (as defined therein) from time to time party thereto and the Administrative Agent.

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have agreed to make Term Loans and provide other financial accommodations to the Grantors upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantors have executed and delivered a Security and Pledge Agreement, dated as of the date hereof (as may be amended, amended and restated, joined, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Administrative Agent for the benefit of the Secured Parties;

WHEREAS, pursuant to the Security Agreement, the Grantors have pledged and granted to the Administrative Agent for the benefit of the Secured Parties, a continuing security interest in all Intellectual Property, including the Trademarks and Trademark Licenses; and

WHEREAS, the Grantors have duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to induce the Lenders to make Term Loans and provide other financial accommodations to the Grantors pursuant to the Credit Agreement, the Grantors agree, for the benefit of the Administrative Agent and the Secured Parties, 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 meanings provided or provided by reference in the Security Agreement or Credit Agreement.

SECTION 2. Grant of Security Interest. The Grantors hereby grant to the Administrative Agent, on behalf and for the benefit of the Secured Parties, and to secure the prompt and complete payment and performance of all of Grantors' Obligations, a security interest in all of their right, title and interest in, to and under the Grantors' Trademarks (including, without limitation, those items listed on Schedule A hereto).

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Administrative Agent for the benefit of the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Administrative Agent and the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Grantors do hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent and the Lenders with respect to the security interest in the Trademarks and Trademark Licenses granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including, without limitation, the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

SECTION 6. Choice of Law, Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

Vee Pak, LLC,  
a Delaware limited liability company

By: Thomas Q. Zwartz  
Name: Thomas Zwartz  
Title: President


Cosmetic Essence, LLC,  
a Delaware limited liability company

By: Peter G. Martin  
Name: Peter G. Martin  
Title: Chief Executive Officer

Aware Products, LLC,  
a California limited liability company

By: Charles A. Greenberg  
Name: Charles A. Greenberg  
Title: President, Chief Executive Officer  
and Secretary

TCW ASSET MANAGEMENT COMPANY LLC,  
as Administrative Agent

By:   
Name: Suzanne Grosso  
Title: Managing Director

**SCHEDULE A**

**U.S. Trademark Registrations and Applications**

**Registered Trademarks and Trademark Applications**

Owner	Trademark	Country	Application No.	Registration No.	Registration Date	Status
Vee Pak, LLC	VEEPAK	USA	76212765	2661830	12/17/2002	Registered
Cosmetic Essence, LLC	Cosmetic Essence	USA	76403990	2690649	02/25/03	Registered
Cosmetic Essence, LLC	CEI	USA	76403989	2692969	03/04/03	Registered
Aware Products, LLC	ADVANCED VOLUMIZING SYSTEM	USA	78835557	3376680	1/29/2008	Registered
Aware Products, LLC	AMAZON CALM	USA	85072264	3995083	7/12/2011	Registered
Aware Products, LLC	AMAZON COILS	USA	85072263	3995082	7/12/2011	Registered
Aware Products, LLC	AMAZON DEEP	USA	85072262	3995081	7/12/2011	Registered
Aware Products, LLC	AWARE PERSONALIZED BRANDING	USA	77365920	3546140	12/16/2008	Registered
Aware Products, LLC	AWARE PRODUCTS	USA	86016327	5005683	7/26/2016	Registered
Aware Products, LLC	CLUB AWARE	USA	78835519	3232868	4/24/2007	Registered

Aware Products, LLC	COLOR RETENTION SYSTEM QUENCH	USA	85247793	4298696	3/05/2013	Registered
Aware Products, LLC	COLOR RETENTION SYSTEM THICKEN	USA	85590739	4445255	12/03/2013	Registered
Aware Products, LLC	COLOR RETENTION SYSTEM WITH STRANDGUA RD COMPLEX	USA	77392721	3621576	5/19/2009	Registered
Aware Products, LLC	EXPANSION TECHNOLOG Y	USA	78835531	3285890	8/28/2007	Registered
Aware Products, LLC	HEATWAVE TECHNOLOG Y	USA	77681560	3769028	3/30/2010	Registered
Aware Products, LLC	NUTRITIVE CASCADE TECHNOLOG Y	USA	77681569	3743276	1/26/2010	Registered
Aware Products, LLC	SKINWEAR	USA	74398531	1901113	6/20/1995	Registered
Aware Products, LLC	STRANDGUA RD COMPLEX	USA	77392711	3539751	12/02/2008	Registered
Aware Products, LLC	STRUCTURE CONTROL SYSTEM	USA	77681554	3745382	2/02/2010	Registered



Aware Products, LLC	AWARE BRANDING	USA	87612949	5467791	5/15/2018	Registered
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