

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM498989

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BIG IP OPCO, LLC		11/20/2018	Limited Liability Company: UTAH
HIDDEN CROWN, LLC		11/20/2018	Limited Liability Company: DELAWARE
HALO COUTURE, LLC		11/20/2018	Limited Liability Company: DELAWARE
INTERNATIONAL DESIGNS CORPORATION, LLC		11/20/2018	Limited Liability Company: FLORIDA

RECEIVING PARTY DATA

Name:	MIDCAP FINANCIAL TRUST
Street Address:	7255 WOODMONT AVENUE
Internal Address:	SUITE 200
City:	BETHESDA
State/Country:	MARYLAND
Postal Code:	20814
Entity Type:	statutory trust: DELAWARE

PROPERTY NUMBERS Total: 37

Property Type	Number	Word Mark
Registration Number:	5217906	SONO
Registration Number:	4798796	DONNA BELLA
Registration Number:	4790017	BABE
Registration Number:	4737018	BEAUTY INDUSTRY GROUP
Registration Number:	5072317	BABE LASH
Registration Number:	5063669	DB
Registration Number:	5063670	DB
Registration Number:	5159148	TURNING HEADS, STOPPING HEARTS
Registration Number:	5149392	TURNING HEADS, STOPPING HEARTS
Registration Number:	5174734	BABE INSTANT HAIR
Registration Number:	5164185	TWISTED FRINGE
Registration Number:	5226010	DONNA BELLA HAIR
Registration Number:	5226009	DONNA BELLA

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4775722	HALOCOUTURE
Registration Number:	5007394	THE FALL
Registration Number:	5404560	CROWN
Registration Number:	5341393	CROWN TOPPER
Registration Number:	5324355	DAYDREAM
Registration Number:	4852698	HIDDEN CROWN
Registration Number:	4238656	HINTLIST
Registration Number:	5530638	PROJECT ZERO
Registration Number:	5530637	PROJECT ZERO
Registration Number:	5250736	THE BAND BY HOTHEADS
Registration Number:	4828340	SHAIRING
Registration Number:	1536494	HOTHEADS HAIRWEAR
Registration Number:	3636198	HOT HEADS HAIR EXTENSIONS
Registration Number:	2892934	METROPOLITAN
Registration Number:	4211818	TRESS COUTURE
Registration Number:	1467495	ALAN THOMAS DESIGNS
Registration Number:	1348040	SOPHIE DESS
Serial Number:	88121714	F TWISTED FRINGE
Serial Number:	86936066	ROGUE HAIR EXTENSIONS
Serial Number:	87734507	CROWN
Serial Number:	87892459	HOTHEADS
Serial Number:	88136333	H
Serial Number:	88173409	BIG
Serial Number:	88173156	BIG BEAUTY INDUSTRY GROUP

CORRESPONDENCE DATA

Fax Number: 3105572193

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: 310-557-2900

Email: klathrop@proskauer.com

Correspondent Name: PROSKAUER ROSE LLP

Address Line 1: 2029 CENTURY PARK EAST, SUITE 2400

Address Line 2: C/O KIMBERLEY A. LATHROP

Address Line 4: LOS ANGELES, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	11964.186
NAME OF SUBMITTER:	Kimberley A. Lathrop
SIGNATURE:	/Kimberley A. Lathrop/
DATE SIGNED:	11/20/2018

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of November 20, 2018 (this "Trademark Security Agreement"), is made by each Pledgor that is a signatory hereto, in favor of MidCap Financial Trust ("MidCap"), in its capacity as collateral agent for the secured parties (in such capacity, the "Collateral Agent") pursuant to that certain Credit Agreement, dated as of November 20, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among BIG Parent, LLC ("Holdings"), BIG Buyer, LLC (the "Borrower"), the subsidiary guarantors from time to time party thereto by execution of this Agreement or otherwise by execution of a Joinder Agreement (together with Holdings, collectively the "Guarantors"), as pledgors, assignors and debtors (the Borrower, together with the Guarantors, in such capacities and together with any successors in such capacities, the "Pledgors," and each, a "Pledgor"), in favor of MidCap Financial Trust ("MidCap"), for the benefit of the Secured Parties in its capacity as collateral agent pursuant to the Credit Agreement, as pledgee, assignee and secured party (in such capacities and together with any successors in such capacities, the "Collateral Agent").

W I T N E S S E T H:

WHEREAS, the Pledgors are party to a Security Agreement of even date with the Credit Agreement (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Pledgors hereby agree 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, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Security Interest in, on and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor, in each case excluding Excluded Property (collectively, the "Trademark Collateral"):

(a) all trademarks (including service marks), slogans, logos, designs, certification marks, trade dress, corporate names, trade names, domain names or other indicia of source, whether registered or unregistered, owned by, assigned to, or in the case of intent-to-use trademarks, held for use by such Pledgor and all registrations and applications for the foregoing (whether statutory or common law and whether established or registered in the United States or any other country or any political subdivision thereof), including, without limitation, those United States trademark registrations and applications listed on Schedule 1 attached hereto;

(b) rights and privileges arising under applicable Legal Requirements with respect to such Pledgor's use of any of the foregoing;

(c) Goodwill associated therewith;

(d) continuations, extensions and renewals thereof and amendments thereto;

(e) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or violations thereof or unfair competition therewith;

(f) rights corresponding thereto throughout the world;

(g) rights to sue for past, present and future infringements, dilutions or violations thereof or unfair competition therewith; and

(h) all Proceeds and products of each of the foregoing and all accessions to, substitutions and replacements for, and rents, profits and products of, each of the foregoing, and any and all Proceeds of any insurance, indemnity, warranty or guaranty payable to such Pledgor from time to time with respect to any of the foregoing (in each case, other than Excluded Property). Notwithstanding anything to the contrary contained in clauses (a) through (g), the first priority Security Interest (subject to Permitted Liens) created by this Trademark Security Agreement shall not extend to, and the term "Trademark Collateral" shall not include, any intent-to-use trademark application until an Amendment to Allege Use or a verified Statement of Use has been filed with and accepted by the USPTO with respect to such intent-to-use trademark application. but only if and to the extent that the granting of a Security Interest in such application would result in the impairment of the validity or enforceability of such application or any resulting registration; provided, that, to the extent such application is excluded from the Trademark Collateral, then upon the submission of evidence of use of such trademark, and acceptance thereof by, the USPTO, such trademark application shall automatically be included in the Trademark Collateral and will no longer constitute Excluded Property, without further action on any party's part.

SECTION 3. Security Agreement. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with and not in limitation of the Security Interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgors hereby acknowledge and affirm 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, the terms and provisions of which are incorporated by reference herein 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. Subject to Section 10.3 of the Security Agreement, this Trademark Security Agreement shall automatically and immediately terminate and the Pledged Collateral shall automatically and immediately be released from the Security Interest of this Agreement and the other Loan Documents when the Commitments have been terminated and the Secured Obligations shall have been paid in full in accordance with the terms of the Credit Agreement (other than (i) contingent indemnification obligations and unasserted expense reimbursement obligations and (ii) obligations under the Secured Hedging Agreements and Secured Cash Management Agreements) and all Letters of Credit have been canceled or have expired and all amounts drawn thereunder have been reimbursed in full, cash collateralized in accordance with the Credit Agreement or backstopped. Subject to Section 10.3 of the Security Agreement, upon termination hereof, the Security Interest granted hereby shall automatically and immediately terminate and all rights to the Pledged Collateral shall automatically and immediately revert to the applicable Pledgor or to such other person as may be entitled thereto pursuant to any applicable Legal Requirement. Upon any Asset Sale of Pledged Collateral permitted under Section 6.05 of the Credit Agreement (other than any Asset Sale to another Pledgor) the Security Interest in such Pledged Collateral shall automatically and immediately terminate. Upon termination hereof or any such Asset Sale, permitted disposition (other than to another Pledgor) or release of Pledged Collateral in accordance with the provisions of the Credit Agreement, the Collateral Agent shall on the date thereof and at such other times promptly upon the request of any Pledgor, at the sole reasonable cost and expense of the

Pledgors, assign, transfer and deliver to the Pledgors, against receipt and without recourse to or warranty by the Collateral Agent except that the Collateral Agent has not assigned or otherwise transferred its Security Interest in the Pledged Collateral, such of the Pledged Collateral to be released (in the case of a release) as may be in possession or control of the Collateral Agent, and, with respect to any other Pledged Collateral, with such endorsements or proper documents and instruments (including UCC-3 termination statements or releases) acknowledging the termination hereof or the release of such Pledged Collateral, as the case may be.

SECTION 5. Recordation. Each Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 6. Counterparts. This Trademark Security Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 7. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[remainder of this page intentionally left blank]

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

PLEDGORS:

BIG IP OPCO, LLC,
a Utah limited liability company

HIDDEN CROWN, LLC,
a Delaware limited liability company

HALO COUTURE, LLC,
a Delaware limited liability company

**INTERNATIONAL DESIGNS
CORPORATION, LLC,**
a Florida limited liability company

By: 

Name: S. Derrick Porter

Title: Chief Executive Officer

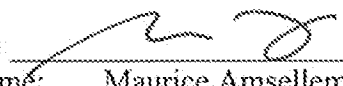
[Signature Page to Trademark Security Agreement]

Accepted and Agreed:

MIDCAP FINANCIAL TRUST,
as Collateral Agent

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP, LLC,
its general partner

By: 

Name: Maurice Amsellem

Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]


TRADEMARK
REEL: 006486 FRAME: 0561

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS


United States Trademark Registrations:

OWNER	REGISTRATION NUMBER	Mark
BIG IP OpCo, LLC	5217906	SONO
BIG IP OpCo, LLC	4798796	DONNA BELLA
BIG IP OpCo, LLC	4790017	BABE
BIG IP OpCo, LLC	4737018	BEAUTY INDUSTRY GROUP
BIG IP OpCo., LLC	5072317	BABE LASH
BIG IP OpCo., LLC	5063669	DB and Design 
BIG IP OpCo., LLC	5063670	DB and Design 
BIG IP OpCo., LLC	5159148	TURNING HEADS, STOPPING HEARTS
BIG IP OpCo., LLC	5149392	TURNING HEADS, STOPPING HEARTS
BIG IP OpCo., LLC	5174734	BABE INSTANT HAIR
BIG IP OpCo., LLC	5164185	TWISTED FRINGE
BIG IP OpCo., LLC	5226010	DONNA BELLA HAIR
BIG IP OpCo., LLC	5226009	DONNA BELLA

Halo Couture LLC ¹	4714358	HALO
BIG IP OpCo, LLC	4775722	HALOCOUTURE
BIG IP OpCo, LLC	5007394	THE FALL
Hidden Crown, LLC	5404560	CROWN
Hidden Crown, LLC	5341393	CROWN TOPPER
Hidden Crown, LLC	5324355	DAYDREAM
Hidden Crown, LLC	4852698	HIDDEN CROWN
International Designs Corporation, LLC	4238565	HOTHEADS
International Designs Corporation, LLC	5530638	PROJECT ZERO and Design 
International Designs Corporation, LLC	5530637	PROJECT ZERO
International Designs Corporation, LLC	5250736	THE BAND BY HOTHEADS
International Designs Corporation, LLC	4828340	SHAIRING
International Designs Corporation, LLC	1536494	HOTHEADS HAIRWEAR
International Designs Corporation, LLC	3636198	HOT HEADS HAIR EXTENSIONS
International Designs Corporation, LLC	2892934	METROPOLITAN
International Designs Corporation, LLC	4211818	TRESS COUTURE
International Designs Corporation, LLC	1467495 ²	ALAN THOMAS DESIGNS

¹ **NTD:** Assignment to BIG IP OpCo, LLC in process.

² **NTD:** This Trademark will be abandoned.

		
International Designs Corporation, LLC	1348040 ³	SOPHIE DESS

United States Trademark Applications:

OWNER	TITLE	APPLICATION NUMBER
BIG IP OpCo, LLC	TF TWISTED FRINGE and Design 	88121714
BIG IP OpCo., LLC	ROGUE HAIR EXTENSIONS	86936066
Hidden Crown LLC	CROWN	87734507
International Designs Corporation, LLC	HOTHEADS	87892459
International Designs Corporation, LLC	H and Design 	88/136333
BIG IP OpCo, LLC	BIG	88173409
BIG IP OpCo, LLC	Beauty Industry Group and Design 	88173156

³ NTD: This Trademark will be abandoned.