

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM496307

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SOLA SALON STUDIOS LLC		10/05/2018	Limited Liability Company: COLORADO
RECEIVING PARTY DATA			
Name:	GOLUB CAPITAL LLC, AS ADMINISTRATIVE AGENT		
Street Address:	666 Fifth Avenue, 18th Floor		
City:	NY		
State/Country:	NEW YORK		
Postal Code:	10103		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	5452423	SOLAGENIUS	
Registration Number:	4788561	SOLA SALON STUDIOS	
Registration Number:	4784450	SOLA SALON STUDIOS	
Registration Number:	4718817	SOLA	
Registration Number:	4718816	SOLA SALON STUDIOS	
Registration Number:	4589764	YOUR LIFE, YOUR STYLE	
Registration Number:	4402781	YOUR LIFE, YOUR STYLE	
Registration Number:	3139111	SOLA SALON STUDIOS	
Serial Number:	87613653	RUN YOUR SOLA LIKE A BOSS	
CORRESPONDENCE DATA			
Fax Number:	3125774565		
<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>			
Phone:	312-577-8265		
Email:	kristin.brozovic@kattenlaw.com		
Correspondent Name:	Kristin Brozovic c/o Katten		
Address Line 1:	525 W Monroe St		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	337968-313		

CH \$240.00 5452423

NAME OF SUBMITTER:	Kristin Brozovic
SIGNATURE:	/Kristin Brozovic/
DATE SIGNED:	11/01/2018
Total Attachments: 5 source=Executed - Sola Salon - Trademark Security Agreement#page1.tif source=Executed - Sola Salon - Trademark Security Agreement#page2.tif source=Executed - Sola Salon - Trademark Security Agreement#page3.tif source=Executed - Sola Salon - Trademark Security Agreement#page4.tif source=Executed - Sola Salon - Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (“Agreement”), dated as of October 5, 2018, by and between SOLA SALON STUDIOS LLC, a Colorado limited liability company, as grantor (“Grantor”), in favor of GOLUB CAPITAL LLC, in its capacity as administrative agent (“Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith by and among Grantor, SOLA HOLDCO, LLC, a Delaware limited liability company (“Holdings”), the other Loan Parties from time to time party thereto, Administrative Agent and the Lenders from time to time party thereto (as amended, amended and restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), the Lenders have agreed to make Loans and financial accommodations to Holdings and, following the Acquisition (as defined in the Credit Agreement), to Grantor;

WHEREAS, pursuant to that certain Security Agreement of even date herewith by and among Grantor, Holdings, the other grantors party thereto from time to time and Administrative Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, amended and restated, supplemented or otherwise modified, the “Security Agreement”), Grantor granted to Administrative Agent, for the benefit of the Secured Parties, as security for all Obligations, a continuing security interest in, lien on, and right of set-off against all Trademarks (as defined in the Security Agreement) of Grantor, whether now owned or existing or hereafter acquired or arising, but excluding any Trademarks that constitute Excluded Property (as defined in the Security Agreement); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Administrative Agent, for the benefit of Secured Parties, this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein (including in the recitals above) have the meanings given to them in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** To secure the payment and performance of the Obligations, Grantor hereby grants to Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in, and lien upon, all of Grantor's presently existing or hereafter acquired right, title and interest in and to the Trademarks, including, without limitation, the Trademarks and applications set forth on Schedule A hereto, all proceeds and products thereof and all goodwill associated with or symbolized by any of the foregoing, but excluding any Trademarks that constitute Excluded Property (the “Trademark Collateral”).

3. **SECURITY AGREEMENT.** The security interests granted pursuant to this Agreement are granted in conjunction with, and not in limitation of, the security interests granted to Administrative Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademarks and related 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.

4. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES. The terms of Sections 12.9 (“*Governing Law*”) and 12.13 (“*Waiver of Jury Trial*”) of the Credit Agreement are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

5. EXECUTION IN COUNTERPARTS. This Agreement and any amendments, waivers, consents, or supplements may be executed via telecopier or facsimile transmission in any number of counterparts and by different parties hereto in separate counterparts, each of which, when so executed and delivered, shall be deemed an original, but all of which counterparts together shall constitute one and the same instrument. This Agreement shall become effective upon the execution of a counterpart hereof by each of the parties hereto.

6. CONFLICTS. If there is a conflict between this Agreement and the Security Agreement, the Security Agreement shall govern.

[Signature Pages Follow]

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

SOLA SALON STUDIOS LLC, as Grantor

By: Randall Clark
Name: Randall Clark
Title: President and Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

GOLUB CAPITAL LLC,
as Administrative Agent

By: 
Name: Marc C. Robinson
Title: Managing Director

Schedule A

U.S. Trademarks

Federal Trademark Registrations

Title	Registration No.	Registration Date
SOLAGENIUS	5452423	4/24/18
SOLA SALON STUDIOS	4788561	8/11/15
SOLA SALON STUDIOS	4784450	8/4/15
SOLA	4718817	4/14/15
SOLA SALON STUDIOS	4718816	4/14/15
YOUR LIFE, YOUR STYLE	4589764	8/19/14
YOUR LIFE, YOUR STYLE	4402781	9/17/13
SOLA SALON STUDIOS	3139111	9/5/06

Federal Trademark Applications

Title	Application No.	Application Date
RUN YOUR SOLA LIKE A BOSS	87613653	9/19/17