

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM503200

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Julep Beauty, Inc.		12/21/2018	Corporation: WASHINGTON
RECEIVING PARTY DATA			
Name:	SunTrust Bank, as Collateral Agent		
Street Address:	3333 Peachtree Road, N.E.		
Internal Address:	4th Floor, East Tower		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30326		
Entity Type:	banking corporation: GEORGIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5224195	#BRAVEPRETTY	
Registration Number:	5147362	BRAVE PRETTY	
Registration Number:	4962240	JULEP	
Registration Number:	4643540	JULEP	
Registration Number:	4765299	PLIÉ WAND	
Registration Number:	4765300	PLIÉ WAND	
CORRESPONDENCE DATA			
Fax Number:	4045228409		
<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:	404-523-5300		
Email:	sls@phrd.com		
Correspondent Name:	Steve Schaaf		
Address Line 1:	303 Peachtree Street, Suite 3600		
Address Line 2:	Parker, Hudson, Rainer & Dobbs LLP		
Address Line 4:	Atlanta, GEORGIA 30308		
ATTORNEY DOCKET NUMBER:	3678.71		
NAME OF SUBMITTER:	Harrison J. Roberts		
SIGNATURE:	/HJR/		

CH \$165.00 5224195

DATE SIGNED:	12/21/2018
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Total Attachments: 5

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POST-PETITION TRADEMARK SECURITY AGREEMENT, dated as of December 21, 2018 (this “Agreement”), between JULEP BEAUTY, INC. (the “Grantor”) and SUNTRUST BANK, as collateral agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the Senior Secured Superpriority Debtor-in-Possession Credit Agreement dated as of December 21, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) among GLANSAOL MANAGEMENT LLC, as Parent Borrower (collectively with any Additional Borrowers from time to time party thereto, the “Borrowers”), GLANSAOL HOLDINGS INC., as a Guarantor, the other parties from time to time party thereto and SUNTRUST BANK, as Administrative Agent, Collateral Agent, Swing Line Lender and LC Issuer and (b) the Post-Petition Collateral Agreement dated as of December 21, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”) among the Parent Borrower, the other Grantors from time to time party thereto, Holdings and the Collateral Agent. The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrowers and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under the Trademarks listed on Schedule I attached hereto (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any trademark or trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a “Statement of Use” and issuance of a “Certificate of Registration” pursuant to Section 1(d) of the Lanham Act or an accepted filing of an “Amendment to Allege Use” whereby such intent-to-use trademark application is converted to a “use in commerce” application pursuant to Section 1(c) of the Lanham Act.

SECTION 3. Termination. Subject to Section 5.13 of the Collateral Agreement, upon the Full Payment of all of the Obligations and all of the Prepetition Obligations, the security interest granted herein shall terminate and the Collateral Agent shall, at Grantor’s expense, execute, acknowledge, and deliver to the Grantors all instruments in writing in recordable form to evidence and release the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 4. Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to

this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

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

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

JULEP BEAUTY, INC., as Grantor

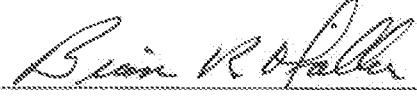
By: Nancy Bernardini
Name: Nancy Bernardini
Title: Chief Executive Officer and President

[Signatures continue on the following page.]

[Signature Page to Trademark Security Agreement -- Julep Beauty (Glansol)]

TRADEMARK
REEL: 006507 FRAME: 0630

SUNTRUST BANK, as Collateral Agent

By: 


Name: Brian R. O'Fallon

Title: Director

[Signature Page to Trademark Security Agreement -- Julep Beauty (Glansol)]

TRADEMARK
REEL: 006507 FRAME: 0631

Schedule I

<u>IP</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Application Number</u>	<u>Application or Registration Date</u>
Trademark	#BRAVEPRETTY	5,224,195	86/936,359	06/13/2017
Trademark	BRAVE PRETTY	5,147,362	86/659,187	02/21/2017
Trademark	JULEP	4,962,240	86/075,654	05/24/2016
Trademark	JULEP and Design 	4,643,540	86/075,665	11/25/2014
Trademark	PLIÉ WAND	4,765,299	86/148,238	06/30/2015
Trademark	PLIÉ WAND	4,765,300	86/148,240	06/30/2015