

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM514101

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DeMert Brands, LLC		01/18/2019	Limited Liability Company: FLORIDA

## RECEIVING PARTY DATA

<b>Name:</b>	COMERICA BANK, AS AGENT
<b>Street Address:</b>	39200 Six Mile Road
<b>Internal Address:</b>	MC 7578
<b>City:</b>	Livonia
<b>State/Country:</b>	MICHIGAN
<b>Postal Code:</b>	48152
<b>Entity Type:</b>	a Texas banking association: TEXAS

## PROPERTY NUMBERS Total: 54

Property Type	Number	Word Mark
Serial Number:	87742361	VIVA LA CURL
Serial Number:	87757254	CURL TALK
Registration Number:	5481117	DEMERT NAIL ENAMEL DRYER
Registration Number:	5405767	AERO LAK
Registration Number:	5405766	GEFDEN
Registration Number:	5390806	AVEC
Registration Number:	5608835	WIG & WEAVE
Registration Number:	5380086	ALL SET
Serial Number:	87504610	DEMERT
Serial Number:	87501167	LICKITY SPLIT
Registration Number:	5236568	BEACH BABE
Serial Number:	86640933	NOT YOUR MOTHER'S
Registration Number:	5147643	BLONDE MOMENT
Registration Number:	5015417	WHIP IT UP
Registration Number:	4970202	LOVE FOR HUE
Registration Number:	4836487	DÉJÀ VU 'DO
Registration Number:	4836417	DOUBLE TAKE
Registration Number:	4771196	SHORT ORDER

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4564258	
Registration Number:	4564257	
Registration Number:	4564256	
Registration Number:	4594453	INTENSIVE HAIR UNIT
Registration Number:	4594452	PLUMP FOR JOY
Registration Number:	4634418	
Registration Number:	4471034	
Registration Number:	4231296	KNOTTY TO NICE
Registration Number:	4074079	CLEAN FREAK
Registration Number:	4565483	NYM
Registration Number:	4482689	NOT YOUR MOTHER'S
Registration Number:	4430087	NOT YOUR MOTHER'S
Registration Number:	4470117	DEVELOP 10
Registration Number:	4357077	GIRL POWDER
Registration Number:	4326112	MOROCCAN MEND
Registration Number:	4382289	KINKY MOVES
Registration Number:	4275730	MISS FREEZE
Registration Number:	4382288	ALL EYES ON ME
Registration Number:	4275729	SHE'S A TEASE
Registration Number:	4275728	BEAT THE HEAT
Registration Number:	4423914	BEACH BABE
Registration Number:	4223186	WAY TO GROW
Registration Number:	3815052	NOT YOUR MOTHER'S
Registration Number:	3900836	PROFESSIONÄL
Registration Number:	2987838	SILK WORKS
Registration Number:	2512065	PROFESSIONAL
Registration Number:	2246975	STRAIGHTER SMOOTHER HAIR
Registration Number:	1584242	HI-PRO-PAC
Registration Number:	1571518	DEVELOP 10 PROGRAM
Registration Number:	1571515	DEVELOP 10 TREATMENT
Registration Number:	0718007	DRYFAST
Serial Number:	88014967	NOT YOUR MOTHER'S
Serial Number:	88214793	WIG & WEAVE
Serial Number:	88278579	PLAY NOW. WASH LATER.
Serial Number:	88278580	NO ONE DOES IT LIKE YOU
Serial Number:	88278581	LET YOUR CURLS DO THE TALKING

**CORRESPONDENCE DATA**

**Fax Number:** 7349302494

***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:** 7349302488

**Email:** ipfilings@bodmanlaw.com

**Correspondent Name:** Susan M. Kornfield - Bodman PLC

**Address Line 1:** 201 South Division

**Address Line 2:** Suite 400

**Address Line 4:** Ann Arbor, MICHIGAN 48104

<b>NAME OF SUBMITTER:</b>	SUSAN M. KORNFIELD
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<b>SIGNATURE:</b>	/susan m. kornfield/
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<b>DATE SIGNED:</b>	03/13/2019
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**Total Attachments: 10**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of January 18, 2019 between the undersigned (the "Debtor") and Comerica Bank, as Agent for the Lenders (as defined below) ("Secured Party").

### WITNESSETH

A. WHEREAS, pursuant to that certain Revolving Credit and Term Loan Agreement dated as of the date hereof (as amended, restated or otherwise modified from time to time, the "Credit Agreement") by and among NYM Buyer, LLC, a Delaware limited liability company ("NYM") and following the consummation of the DeMert Acquisition, DeMert Brands, LLC, a Florida limited liability company ("DeMert") (each, individually a "Borrower," and collectively "the Borrowers"), the financial institutions from time to time signatory thereto (individually a "Lender", and any and all such financial institutions collectively the "Lenders") and Secured Party, the Secured Party has agreed, subject to the satisfaction of certain terms and conditions, to make Advances to the Borrowers, individually, or jointly and severally, as provided therein; and

B. WHEREAS, in connection with the Credit Agreement, the Debtor has executed and delivered that certain Security Agreement, dated as of the date hereof, to the Secured Party (as amended or otherwise modified from time to time, the "Security Agreement"); and

C. WHEREAS, as a condition precedent to the making of the Advances under the Credit Agreement, the Debtor is required to execute and deliver this Agreement and to further confirm the grant to the Secured Party for the benefit of the Secured Party a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Indebtedness (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Secured Party to make Advances (including the initial Advance) to the Borrowers pursuant to the Credit Agreement, Debtor agrees, for the benefit of the Secured Party, 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 in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment and performance when due of all of the Indebtedness, the Debtor does hereby mortgage, pledge and hypothecate to the Secured Party, and grant to the Secured Party a security interest in, all of the following property of the Debtor (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

(a) all license agreements with any other Person in connection with any of the Trademarks or such other Person's names or trademarks, whether the Debtor is a licensor or a licensee under any such license agreement, including, without limitation, the license agreements listed on *Schedule 1.1* hereto and made a part hereof, subject, in each case, to the terms of such

license agreements, and the right to prepare for sale, and to sell and advertise for sale, all inventory now or hereafter covered by such licenses;

(b) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations (except any intent-to-use trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law), and any renewals thereof, including, without limitation, each registration and application identified on **Schedule 1.1** attached hereto and made a part hereof, and including without limitation (a) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (b) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Trademark Licenses entered into in connection therewith, and damages and payments for past or future infringements thereof) and (c) all rights corresponding thereto and all other rights of any kind whatsoever of the Debtor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin;

(c) all renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by each of the items described in, clauses (a), (b) and (c); and

(e) all proceeds of, and rights associated with, the foregoing, including any right to sue or claim by the Debtor against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in **Schedule 1.1** attached hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

**SECTION 3. Security Agreement.** This Agreement has been executed and delivered by the Debtor for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Security Agreement as security for the discharge and performance of the Indebtedness. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

**SECTION 4. Release of Security Interest.** The Agent shall, upon the written request of the Debtor, execute and deliver to the Debtor a proper instrument or instruments acknowledging the release of the security interest and Liens established hereby on any Trademark Collateral: (a) if the sale or other disposition of such Trademark Collateral is permitted under the terms of the Credit Agreement, (b) if the sale or other disposition of such Trademark Collateral is not permitted under the terms of the Credit Agreement, provided that the requisite Lenders under

such Credit Agreement shall have consented to such sale or disposition in accordance with the terms thereof, or (c) if such release has been approved by the requisite Lenders in accordance with Section 12.11 of the Credit Agreement.

SECTION 5. Acknowledgment. The Debtor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.


SECTION 6. Loan Documents, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

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 day and year first above written.

DEBTOR:

**DEMERT BRANDS, LLC**

By:   
Name: Matthew Short  
Its: Vice President

SECURED PARTY:

COMERICA BANK, as Agent

By: *Laura O'Leary*  
Name: Laura O'Leary  
Title: SVP





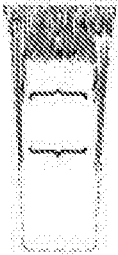
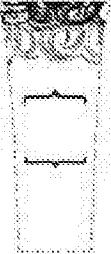
SCHEDULE 1.1

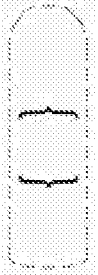


TRADEMARK COLLATERAL

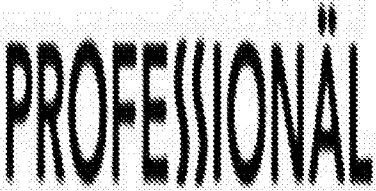

U.S. TRADEMARKS



DeMert Brands, LLC

Mark	App. No.	Filing Date	Reg No	Reg. Date
VIVA LA CURL	87/742361	1/3/18	n/a	n/a
CURL TALK	87/757254	1/16/18	n/a	n/a
	87/684138	11/14/17	5,481,117	5/29/18
AERO LAK	87/501173	6/22/17	5,405,767	2/20/18
GEFDEN	87/501172	6/22/17	5,405,766	2/20/18
AVEC	87/501169	6/22/17	5,390,806	1/30/18
	87/684129	11/14/17	5,608,835	11/13/18
ALL SET	87/501177	6/22/17	5,380,086	1/16/18
DEMERT	87/504610	6/26/17	n/a	n/a

Mark	App. No	Filing Date	Reg. No.	Reg. Date
LICKITY SPLIT	87/501167	6/22/17	n/a	n/a
BEACH BABE	87/253895	12/1/16	5,236,568	7/4/17
NOT YOUR MOTHER'S	86/640933	5/26/15	n/a	n/a
BLONDE MOMENT	86/799027	10/26/15	5,147,643	2/21/17
WHIP IT UP	86/292254	5/27/14	5,015,417	8/9/16
LOVE FOR HUE	86/582608	3/31/15	4,970,202	5/31/16
DEJA VU 'DO	86/569156	3/19/15	4,836,487	10/20/15
DOUBLE TAKE	86/567627	3/18/15	4,836,417	10/20/15
SHORT ORDER	86/100671	10/24/13	4,771,196	7/14/15
	86/147947	12/19/13	4,564,258	7/8/14
	86/147944	12/19/13	4,564,257	7/8/14
	86/147933	12/19/13	4,564,256	7/8/14

Mark	App. No	Filing Date	Reg. No.	Reg. Date
INTENSIVE HAIR UNIT	86/100742	10/24/13	4,594,453	8/26/14
PLUMP FOR JOY	86/100707	10/24/13	4,594,452	8/26/14
	86/055207	9/4/13	4,634,418	11/4/14
	86/055084	9/4/13	4,471,034	1/21/14
KNOTTY TO NICE	85/448571	10/17/11	4,231,296	10/23/12
CLEAN FREAK	85/318995	5/12/11	4,074,079	12/20/11
	85/982133	3/19/13	4,565,483	7/8/14
NOT YOUR MOTHER'S	85/980776	11/21/11	4,482,689	2/11/14
NOT YOUR MOTHER'S	85/980054	5/31/12	4,430,087	11/5/13
DEVELOP 10	85/950463	6/4/13	4,470,117	1/21/14
GIRL POWDER	85/731969	9/18/12	4,357,077	6/25/13
MOROCCAN MEND	85/656436	6/20/12	4,326,112	4/23/13

Mark	App. No	Filing Date	Reg. No.	Reg. Date
KINKY MOVES	85/645526	6/7/12	4,382,289	8/13/13
MISS FREEZE	85/645510	6/7/12	4,275,730	1/15/13
ALL EYES ON ME	85/645500	6/7/12	4,382,288	8/13/13
SHE'S A TEASE	85/645486	6/7/12	4,275,729	1/15/13
BEAT THE HEAT	85/645467	6/7/12	4,275,728	1/15/13
BEACH BABE	85/639580	5/31/12	4,423,914	10/29/13
WAY TO GROW	85/448587	10/17/11	4,223,186	10/9/12
NOT YOUR MOTHER'S	77/472858	5/13/08	3,815,052	7/6/10
	76/694329	11/18/08	3,900,836	1/4/11
SILK WORKS	76/538304	8/18/03	2,987,838	8/23/05
PROFESSIONAL	76/055771	5/24/00	2,512,065	11/27/01
STRAIGHTER SMOOTHER HAIR	75/219398	12/30/96	2,246,975	5/25/99
HI-PRO-PAC	73/770573	12/20/88	1,584,242	2/27/90
	73/787096	3/16/89	1,571,518	12/19/89

Mark	App. No	Filing Date	Reg. No.	Reg. Date
	73/778571	2/3/89	1,571,515	12/19/89
DRYFAST	72/104950	9/21/60	718,007	7/4/61
	88/014967	6/26/18	n/a	n/a
	88/214793	12/3/18	n/a	n/a
PLAY NOW. WASH LATER	88/278579	1/28/19	n/a	n/a
NO ONE DOES IT LIKE YOU	88/278580	1/28/19	n/a	n/a
LET YOUR CURLS DO THE TALKING	88/278581	1/28/19	n/a	n/a