

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM516213

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Confirmatory Grant of Security Interest in United States Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DRYBAR HOLDINGS LLC		03/26/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	KEYANK NATIONAL ASSOCIATION		
Street Address:	4900 TIEDEMAN ROAD		
City:	BROOKLYN		
State/Country:	OHIO		
Postal Code:	44144		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 77			
Property Type	Number	Word Mark	
Serial Number:	85796756	100 PROOF	
Serial Number:	77944223	DRYBAR	
Serial Number:	87822206	FULL KEG	
Serial Number:	87822240	HALF KEG	
Serial Number:	86782396	HIGH 'N MIGHTY	
Serial Number:	87605081	KEGGER	
Serial Number:	85672187	MANHATTAN	
Serial Number:	85796766	MONEY MAKER	
Serial Number:	85672186	STRAIGHT UP	
Serial Number:	85796771	THE CHASER	
Serial Number:	85672188	THE MAI TAI	
Serial Number:	85672223	THE MORNING AFTER	
Serial Number:	85672185	UP-TINI	
Serial Number:	87234336	THE WRAP PARTY	
Serial Number:	87503646	TEXAS TEA	
Serial Number:	87346889	WHISKEY FIX	
Serial Number:	87581962	DRYBAR	
Serial Number:	87581979	DRYBAR	
Serial Number:	87581973	DRYBAR	
TRADEMARK			

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Property Type	Number	Word Mark
Serial Number:	87581965	DRYBAR
Serial Number:	87581977	
Serial Number:	87581957	
Serial Number:	87203809	THE BOUNCER
Serial Number:	87156018	THE TINY TRESS PRESS
Serial Number:	87586374	THE OLD FASHIONED
Serial Number:	87223925	HIGH ROLLERS
Serial Number:	87586341	BIG CRIMPIN'
Serial Number:	87586365	TEXAS TEASE
Serial Number:	87586361	TEXAS TEASE
Serial Number:	87224305	ON THE ROCKS
Serial Number:	87615366	FLAT MATE
Serial Number:	87666846	THE KICKER
Serial Number:	87720985	THE BRUSH CRUSH
Serial Number:	87919753	DRYBAR
Serial Number:	87951155	GUYBAR
Serial Number:	88011947	
Serial Number:	88011948	
Serial Number:	88270953	SUPER LEMON DROP
Serial Number:	86629732	MR. INCREDIBLE
Serial Number:	86765863	BABY BUTTERCUP
Serial Number:	77960806	
Serial Number:	86901662	DRYBAR
Serial Number:	77944218	NO CUTS. NO COLOR. JUST BLOWOUTS.
Serial Number:	86766250	SLUMBER PARTY
Serial Number:	86406355	BAY BREEZE
Serial Number:	86552710	BLONDE ALE
Serial Number:	86087594	BUTTERCUP
Serial Number:	85672272	
Serial Number:	86365078	DOUBLE PINT
Serial Number:	85672274	DRYBAR
Serial Number:	85842497	DRYBAR
Serial Number:	77982583	DRYBAR
Serial Number:	86611098	DRY-ON-THE-FLY
Serial Number:	86365069	FULL PINT
Serial Number:	86140856	GOLD MINE
Serial Number:	86365073	HALF PINT
Serial Number:	86442513	HAPPY HOUR

Property Type	Number	Word Mark
Serial Number:	86552721	MAI TAI SPRITZER
Serial Number:	86075154	MONEY TO BLOW
Serial Number:	86558689	MUDSLIDE
Serial Number:	85651205	PEACE, LOVE & BLOWOUTS
Serial Number:	85652271	PEACE, LOVE & BLOWOUTS!
Serial Number:	86552715	SAKE BOMB
Serial Number:	85796785	SOUTHERN BELLE
Serial Number:	86552713	SPARKLING SODA
Serial Number:	86552724	THE 3-DAY BENDER
Serial Number:	86589363	THE TRESS PRESS
Serial Number:	86822882	THE WARDEN
Serial Number:	86255525	TRIPLE SEC
Serial Number:	86589369	VELVET HAMMER
Serial Number:	87263916	DRYBAR DETOX
Serial Number:	86951466	PREP RALLY
Serial Number:	86948333	DOUBLE STANDARD
Serial Number:	87340546	MOCKTAIL
Serial Number:	87427930	DRYBAR
Serial Number:	87579719	THE SHERIFF
Serial Number:	88097170	LUCKY BI*CH

CORRESPONDENCE DATA

Fax Number: 2165790212

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: 2165863939

Email: dpuljic@jonesday.com

Correspondent Name: Daniel Puljic / JONES DAY

Address Line 1: 901 Lakeside Avenue

Address Line 2: North Point

Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER:	601755-185098
NAME OF SUBMITTER:	DANIEL PULJIC
SIGNATURE:	/Daniel Puljic/
DATE SIGNED:	03/27/2019

Total Attachments: 7

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**CONFIRMATORY GRANT OF
SECURITY INTEREST IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (the "Confirmatory Grant") is made effective as of March 26, 2019 by and from DRYBAR HOLDINGS LLC, a Delaware limited liability company (the "Grantor"), to and in favor of KEYBANK NATIONAL ASSOCIATION (the "Grantee") for itself and as Administrative Agent for the Lenders (as defined in the Credit Agreement referenced below).

WHEREAS, the Grantor, the Lenders and the Grantee have entered into the Credit Agreement, dated March 26, 2019 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, the Grantor and certain Subsidiaries of the Grantor have entered into the Pledge and Security Agreement, dated March 26, 2019 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement").

WHEREAS, the Grantor owns certain Trademarks, including but not limited to those Trademarks listed on Exhibit A attached hereto, which listed Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to the Grantee under the Pledge and Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Pledge and Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) **Definitions.** All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement or the Pledge and Security Agreement, as applicable.

2) **The Security Interest.**

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Secured Obligations of the Grantor. Upon the payment in full of all Secured Obligations (other than contingent indemnification obligations), the Grantee shall promptly, upon such satisfaction, execute, acknowledge and deliver to the Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

(b) The Grantor hereby grants to the Grantee a security interest in (1) all of the Grantor's right, title and interest in and to the Trademarks now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds and products of the Trademarks, (3) the goodwill associated with such Trademarks, and (4) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same.

3) **Pledge and Security Agreement.** The lien and security interest granted pursuant to this Confirmatory Grant is granted in conjunction with the lien and security interest granted to the Grantee pursuant to the Pledge and Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Grantee with respect to the lien and security interest in the Trademarks made and granted hereby are more fully set forth in the Pledge and Security Agreement. In the event that any provision of this Confirmatory Grant is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall govern.

4) **Recordation.** The Grantor authorizes and requests that the United States Commissioner for Trademarks and any other applicable government officer record this Confirmatory Grant.

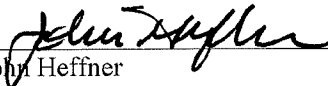
5) **GOVERNING LAW.** THIS CONFIRMATORY GRANT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED BY AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

6) **Counterparts.** This Confirmatory Grant and any amendments, waivers, consents or supplements hereto may be executed in counterparts and by different parties hereto on separate counterparts, each of which shall be an original, but all together one and the same instrument. Delivery of an executed signature page of this Confirmatory Grant by facsimile transmission or electronic transmission (in PDF format) shall be effective as delivery of a manually executed counterpart hereof.

[Signature page follows]

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest effective as of the date first written above.

DRYBAR HOLDINGS LLC

By: 
Name: John Heffner
Title: Chief Executive Officer

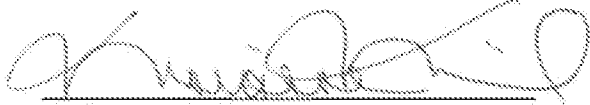
Signature Page for Confirmatory Grant of
Security Interest in United States Trademarks

NAI-1506424285

TRADEMARK
REEL: 006602 FRAME: 0216

IN WITNESS WHEREOF, the Grantee has executed this Confirmatory Grant of Security Interest effective as of the date first written above.

KEYBANK NATIONAL ASSOCIATION

By: 

Name: Marianne T. Meil

Title: Senior Vice President

Signature Page for Confirmatory Grant of
Security Interest in United States Trademarks

NA1-1506424285

TRADEMARK
REEL: 006602 FRAME: 0217

CONFIRMATORY GRANT OF
SECURITY INTEREST IN UNITED STATES TRADEMARKS
EXHIBIT A - SCHEDULE OF TRADEMARKS

Mark Name	Status	Application No.	Registration No.
100 PROOF	REGISTERED	85/796,756	4,371,990
DRYBAR	REGISTERED	77/944,223	4,354,273
FULL KEG	ALLOWED	87/822,206	--
HALF KEG	ALLOWED	87/822,240	--
HIGH 'N MIGHTY	ALLOWED	86/782,396	--
KEGGER	ALLOWED	87/605,081	--
MANHATTAN	REGISTERED	85/672,187	4,279,933
MONEY MAKER	REGISTERED	85/796,766	4,371,991
STRAIGHT UP	REGISTERED	85/672,186	4,279,932
THE CHASER	REGISTERED	85/796,771	4,371,992
THE MAI TAI	REGISTERED	85/672,188	4,279,934
THE MORNING AFTER	REGISTERED	85/672,223	4,279,935
UP-TINI	REGISTERED	85/672,185	4,279,931
THE WRAP PARTY	REGISTERED	87/234,336	5,331,240
TEXAS TEA	REGISTERED	87/503,646	5,380,274
WHISKEY FIX	REGISTERED	87/346,889	5,285,806
Trade Dress – Salon Interior – Color	REGISTERED	87/581,962	5,573,207
Trade Dress – Salon Interior – BW	REGISTERED	87/581,979	5,573,211
Trade Dress – Salon Exterior – Color	REGISTERED	87/581,973	5,573,209
Trade Dress – Salon Exterior – BW	REGISTERED	87/581,965	5,573,208
Buttercup Chandelier – Color	REGISTERED	87/581,977	5,573,210
Buttercup Chandelier – BW	REGISTERED	87/581,957	5,578,380
THE BOUNCER	REGISTERED	87/203,809	5,325,464
THE TINY TRESS PRESS	REGISTERED	87/156,018	5,318,369
THE OLD FASHIONED	REGISTERED	87/586,374	5,644,612
HIGH ROLLERS	ALLOWED	87/223,925	--
BIG CRIMPIN'	ALLOWED	87/586,341	--

Exhibit A

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TRADEMARK
REEL: 006602 FRAME: 0218

TEXAS TEASE	REGISTERED	87/586,365	5,433,025
TEXAS TEASE	REGISTERED	87/586,361	5,597,012
ON THE ROCKS	REGISTERED	87/224,305	5,331,209
THE FLAT MATE	ALLOWED	87/615,366	--
THE KICKER	REGISTERED	87/666,846	5,597,245
THE BRUSH CRUSH	PENDING	87/720,985	--
DRYBAR	REGISTERED	87/919,753	5,642,548
GUYBAR	ALLOWED	87/951,155	--
NON-VISUAL "TRIPLE SEC" SCENT MARK	PENDING	88/011,947	--
NON-VISUAL "DETOX" SCENT MARK	PENDING	88/011,948	--
SUPER LEMON DROP	PENDING	88/270,953	--
MR. INCREDIBLE	REGISTERED	86/629,732	5,009,170
BABY BUTTERCUP	REGISTERED	86/765,863	5,110,880
Buttercup Logo	REGISTERED	77/960,806	3,856,768
DRYBAR	REGISTERED	86/901,662	5,044,864
NO CUTS. NO COLOR. JUST BLOWOUTS.	REGISTERED	77/944,218	3,856,546
SLUMBER PARTY	REGISTERED	86/766,250	5,110,884
BAY BREEZE	REGISTERED	86/406,355	4,886,661
BLONDE ALE	REGISTERED	86/552,710	4,875,943
BUTTERCUP	REGISTERED	86/087,594	4,529,605
Buttercup Logo	REGISTERED	85/672,272	4,423,968
DOUBLE PINT	REGISTERED	86/365,078	4,978,694
DRYBAR & Design	REGISTERED	85/672,274	4,423,969
DRYBAR	REGISTERED	85/842,497	4,442,715
DRYBAR	REGISTERED	77/982,583	4,043,735
DRY-ON-THE-FLY	REGISTERED	86/611,098	4,836,818
FULL PINT	REGISTERED	86/365,069	4,916,619
GOLD MINE	REGISTERED	86/140,856	4,570,068
HALF PINT	REGISTERED	86/365,073	4,916,620
HAPPY HOUR	REGISTERED	86/442,513	4,839,844
MAI TAI SPRITZER	REGISTERED	86/552,721	4,831,244
MONEY TO BLOW & Design	REGISTERED	86/075,154	4,562,894
MUDSLIDE	REGISTERED	86/558,689	4,831,727
PEACE, LOVE & BLOWOUTS! & Design	REGISTERED	85/651,205	4,411,933

Exhibit A

PEACE, LOVE & BLOWOUTS!	REGISTERED	85/652,271	4,593,367
SAKE BOMB	REGISTERED	86/552,715	4,831,243
SOUTHERN BELLE	REGISTERED	85/796,785	4,371,997
SPARKLING SODA	REGISTERED	86/552,713	4,831,242
THE 3-DAY BENDER	REGISTERED	86/552,724	4,831,245
THE TRESS PRESS	REGISTERED	86/589,363	4,883,174
THE WARDEN	REGISTERED	86/822,882	5,111,077
TRIPLE SEC	REGISTERED	86/255,525	4,740,602
VELVET HAMMER	REGISTERED	86/589,369	4,883,176
DRYBAR DETOX	REGISTERED	87/263,916	5,205,143
PREP RALLY	REGISTERED	86/951,466	5,196,967
DOUBLE STANDARD	REGISTERED	86/948,333	5,183,173
MOCKTAIL	ALLOWED	87/340,546	--
DRYBAR	REGISTERED	87/427,930	5,281,444
THE SHERIFF	REGISTERED	87/579,719	5,432,461
LUCKY B!*CH	PENDING	88/097,170	--

Exhibit A

NAI-1506424285v3

RECORDED: 03/27/2019

**TRADEMARK
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