

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM526934

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|---|---------------------------------------|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Madison Reed, Inc. | | 10/03/2017 | Corporation: DELAWARE |
| Madison Reed Color Bar, LLC | | 10/03/2017 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Comerica Bank | | |
| Street Address: | 39200 Six Mile Road, M/C 7578 | | |
| Internal Address: | Attn: National Documentation Services | | |
| City: | Livonia | | |
| State/Country: | MICHIGAN | | |
| Postal Code: | 48152 | | |
| Entity Type: | Banking Association: TEXAS | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 87979968 | LIGHT WORKS | |
| Serial Number: | 87768454 | LIGHT WORKS | |
| Serial Number: | 87625384 | LIGHT SHOW | |
| Serial Number: | 87390312 | TUNE UP | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8586385130 | | |
| <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: | 619-699-2700 | | |
| Email: | susan.reynholds@dlapiper.com | | |
| Correspondent Name: | DLA Piper LLP (US) | | |
| Address Line 1: | 401 B Street, Suite 1700 | | |
| Address Line 4: | San Diego, CALIFORNIA 92101 | | |
| NAME OF SUBMITTER: | Matt Schwartz | | |
| SIGNATURE: | /s/ Matt Schwartz | | |
| DATE SIGNED: | 06/07/2019 | | |

CH \$115.00 87979968

Total Attachments: 5

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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement is entered into as of October 3, 2017, by and between COMERICA BANK (“Bank”), MADISON REED, INC., a Delaware corporation (“Madison Reed”) and MADISON REED COLOR BAR, LLC (“Color Bar”, and together with Madison Reed, each a “Grantor” and collectively, “Grantors”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantors (the “Loans”) in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement by and between Bank and Grantors dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the “Loan Agreement”; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantors, but only upon the condition, among others, that Grantors shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantors under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantors have granted to Bank a security interest in all of Grantors’ right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantors and Bank, each Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantors and Bank, each Grantor grants and pledges to Bank a security interest in all of such Grantor’s right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Each Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which such Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

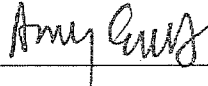
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTORS:

Address of Grantor:

500 2nd Street
San Francisco, CA 94107
Attn: Gregory M Capitolo, CFO

MADISON REED, INC.

By: 


Name: Amy Errett

Title: Chief Executive Officer

Address of Grantor:

MADISON REED COLOR BAR, LLC

Madison Reed, Inc.
Its: Manager

By: 

Name: Amy Errett


Title: Chief Executive Officer

Address of Bank:

39200 Six Mile Road, M/C 7578
Livonia, Michigan 48152
Attn: National Documentation Services

BANK:

COMERICA BANK

By: 

Name: J Burch

Title: SP

[Signature Page to Amended and Restated Intellectual Property Security Agreement]

WEST276679701.2

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

None

EXHIBIT B

Patents

Description

Patent/App. No.

File Date

None

EXHIBIT C

Trademarks

| <u>Description</u> | <u>Serial/Registration No.</u> | <u>File Date</u> |
|-----------------------|--------------------------------|------------------|
| MISTERREED | 86881489 | 1/20/16 |
| MISTERMADISON | 86679547 | 6/30/15 |
| LIVE LIFE BRILLIANTLY | 86023838 | 7/30/13 |
| MDSNRD | 86023823 | 7/30/13 |
| MADISONREED | 86017391 | 7/23/13 |
| PRIME FOR PERFECTION | 87296086 | 1/10/17 |
| ROOT REBOOT | 87296085 | 1/10/17 |
| BE LOVED | 87148440 | 8/23/16 |
| LIGHT WORKS | 87979968 | 1/24/18 |
| LIGHT WORKS | 87768454 | 1/24/18 |
| LIGHT SHOW | 87625384 | 9/27/17 |
| TUNE UP | 87390312 | 3/29/17 |