

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM546177

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Hollywood Beauty Imports, LLC		10/18/2019	Limited Liability Company: FLORIDA
Kuza Products, LLC		10/18/2019	Limited Liability Company: NEW YORK

RECEIVING PARTY DATA

Name:	First Merchants Bank
Street Address:	10333 N. Meridian Street, Suite 350
City:	Indianapolis
State/Country:	INDIANA
Postal Code:	46290
Entity Type:	Indiana bank: INDIANA

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	88428361	PEGA'O!
Registration Number:	4602715	HOLLYWOOD PURE
Registration Number:	2908071	PERFECT RESULTS
Registration Number:	2238826	
Registration Number:	1739383	
Registration Number:	1719278	HOLLYWOOD BEAUTY
Registration Number:	2696975	KUZA
Registration Number:	2694443	KUZA

CORRESPONDENCE DATA

Fax Number:

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: 3172371029

Email: Abe.Shanhsaz@FaegreBD.com

Correspondent Name: Abe Jentry Shanhsaz

Address Line 1: 300 N. Meridian Street, Suite 2500

OP \$215.00 88428361

Address Line 4:	Indianapolis, INDIANA 46204
ATTORNEY DOCKET NUMBER:	979975.73
NAME OF SUBMITTER:	Abe Jentry Shanehsaz
SIGNATURE:	/Abe J. Shanehsaz/
DATE SIGNED:	10/22/2019
Total Attachments: 5 source=Trademark Security Agreement (First Merchants_Hollywood Beauty)#page1.tif source=Trademark Security Agreement (First Merchants_Hollywood Beauty)#page2.tif source=Trademark Security Agreement (First Merchants_Hollywood Beauty)#page3.tif source=Trademark Security Agreement (First Merchants_Hollywood Beauty)#page4.tif source=Trademark Security Agreement (First Merchants_Hollywood Beauty)#page5.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”), is dated as of October 18, 2019, by HOLLYWOOD BEAUTY IMPORTS, LLC, a Florida limited liability company, and KUZA PRODUCTS, LLC, a New York limited liability company (collectively, “**Debtors**”), in favor of FIRST MERCHANTS BANK, an Indiana bank (“**Lender**”).

WITNESSETH:

WHEREAS, Debtors are (or will be with respect to after acquired property) the legal and beneficial owners and the holders of the Trademark Collateral (as defined below);

WHEREAS, Debtors, HOLLYWOOD BEAUTY ACQUISITION, LLC, a Delaware limited liability company (together with Debtors, the “**Borrowers**”), and Lender are parties to that certain Credit Agreement, of even date herewith (as amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the “**Credit Agreement**”) pursuant to which, among other things, Lender has agreed to make certain loans and other financial accommodations to Borrowers.

WHEREAS, it is a condition precedent to the effectiveness of the Credit Agreement that, among other things: (a) Debtors enter into a Security Agreement, of even date herewith, in favor of Lender (as amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the “**Security Agreement**”); and (b) Debtors execute this Agreement in order to confirm the grant of a security interest in favor of Lender to secure the Obligations (as defined in the Credit Agreement) as more fully set forth herein.

NOW, THEREFORE, to secure the prompt and complete payment and performance when due of the Obligations and for other good and valuable consideration, the receipt of which is hereby acknowledged, Debtors hereby agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement, and if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST. Debtors hereby affirm the grant to Lender, pursuant to the terms of the Security Agreement, of a continuing security interest in all of Debtors’ rights, title and interests in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”):

(a) all Trademarks owned by Debtors, including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Debtors against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any such Trademark.

Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement is intended to be, or may be construed to be, an assignment of any Excluded Assets; provided, if and when any property shall cease to be Excluded Assets, a Lien on and security in such property shall be deemed granted therein, and Debtors agree to amend Schedule I to this Agreement to add any such property which is no longer an Excluded Asset.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement. Debtors hereby acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement.

[Signature page follows]

IN WITNESS WHEREOF, Debtors have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

HOLLYWOOD BEAUTY IMPORTS, LLC

By: 
Jay Studdard, Chief Executive Officer

KUZA PRODUCTS, LLC

By: 
Jay Studdard, Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

FIRST MERCHANTS BANK

By: _____
David DeCraene, Vice President

IN WITNESS WHEREOF, Debtors have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

HOLLYWOOD BEAUTY IMPORTS, LLC


By: _____
Jay Studdard, Chief Executive Officer

KUZA PRODUCTS, LLC



By: _____
Jay Studdard, Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

FIRST MERCHANTS BANK

By:  _____
David DeCraene, Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Debtor	Trademark	Application/Registration Date	Serial/Registration Number
Hollywood Beauty Imports, LLC	PEGA`O!	May 13, 2019	88428361
Hollywood Beauty Imports, LLC	HOLLYWOOD PURE	September 9, 2014	4602715
Hollywood Beauty Imports, LLC	PERFECT RESULTS	December 7, 2004	2908071
Hollywood Beauty Imports, LLC		April 13, 1999	2238826
Hollywood Beauty Imports, LLC		December 15, 1992	1739383
Hollywood Beauty Imports, LLC	HOLLYWOOD BEAUTY	September 22, 1992	1719278
Kuza Products, LLC	KUZA	March 18, 2003	2696975
Kuza Products, LLC	KUZA (stylized)	March 11, 2003	2694443