

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM551661

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WANDER BEAUTY INC.		11/01/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Israel Discount Bank of New York		
Street Address:	511 Fifth Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	5486793	WANDER BEAUTY	
Registration Number:	5727668	GORGEOUS ON THE GO	
Registration Number:	5711718	DIVE IN	
Registration Number:	5711736	EXTRA MILEAGE	
Registration Number:	5753369	MILE HIGH CLUB	
Registration Number:	5808399	NO DAYS OFF	
Serial Number:	88360789	AIRPLANE MODE	
Serial Number:	88389810	STREAMLINE YOUR BEAUTY ROUTINE	
Serial Number:	88371931	BEAUTY EVERYWHERE BUT THE BATHROOM	
Serial Number:	88380956	BEAUTY WHERE YOU LIVE, WORK, AND PLAY	
Serial Number:	88371935	GLOWZONE	
Serial Number:	87892346	WANDERESS	
Serial Number:	88106594	FEWER, BETTER, BEAUTY ESSENTIALS	
Serial Number:	88191554	FAST LANE INSTANT FACIAL	
Serial Number:	88576271	FRAME YOUR FACE	
Serial Number:	88602662	MIST CONNECTION	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
TRADEMARK			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 800-713-0755
Email: ted.mulligan@wolterskluwer.com
Correspondent Name: CT Corporation
Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Syed Humza Moinuddin
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SIGNATURE:	/Syed Humza Moinuddin/
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DATE SIGNED:	12/03/2019
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Total Attachments: 6

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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

WANDER BEAUTY INC.

- Individual(s)
- General Partnership
- Corporation
- Limited Liability Company
- Association
- Limited Partnership

Citizenship: DE

Execution Date(s) November 1, 2019

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes

Yes

No

Name: Israel Discount Bank of New York

Internal Address:

Street Address: 511 Fifth Avenue

City: New York

State: NY

Country: USA Zip: 10017

Association Citizenship: USA

General Partnership Citizenship:

Limited Partnership Citizenship:

Corporation Citizenship:

Other LLC Citizenship:

If assignee is not domiciled in the United States, a domestic representative designation is attached. Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) See Attached Exhibit A

B. Trademark Registration No.(s) See Attached Exhibit A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)

5. Name address of party to whom correspondence concerning document should be mailed:

Name: Syed Humza Moinuddin

Internal Address: Otterbourg P.C.

Street Address: 230 Park Avenue

City: New York

State: NY

Zip: 10169

Phone Number: 212-905-3719

Fax Number:

Email Address: hmoinuddin@otterbourg.com

6. Total number of applications and registrations involved: 16

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

- a. Credit Card Last 4 Numbers
Expiration Date
- b. Deposit Account Number
Authorized User Name:

9. Signature:

Signature

December 2, 2019

Date

Syed Humza Moinuddin
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("**Trademark Security Agreement**"), dated as of November 1, 2019, is made by WANDER BEAUTY INC., a Delaware corporation ("**Debtor**") in favor of ISRAEL DISCOUNT BANK OF NEW YORK ("**Bank**").

WHEREAS, Debtor has entered into a Credit Agreement, dated as of November 1, 2019 (as amended, supplemented and otherwise modified from time to time, the "**Credit Agreement**"), with Bank;

WHEREAS, as a condition precedent to the making of loans by Bank under the Credit Agreement, Debtor has executed and delivered to Bank that certain Security Agreement, dated as of November 1, 2019, made by Debtor in favor of Bank (as amended, supplemented and otherwise modified from time to time, the "**Security Agreement**"); and

WHEREAS, under the terms of the Security Agreement, Debtor has granted to Bank a security interest in, among other property, the intellectual property of Debtor, and has agreed to execute and deliver this Trademark Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor agrees with the Collateral Agent as follows:

1. Grant of Security. Debtor hereby pledges and grants to Bank a security interest in and to all of the right, title and interest of Debtor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "**Trademark Collateral**"):

(a) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the "**Trademarks**"), excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of Debtor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Debtor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by Bank.

3. **Loan Documents.** This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Trademark Collateral are as provided by the Credit Agreement, the Security Agreement and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. **Execution in Counterparts.** This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in 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 counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

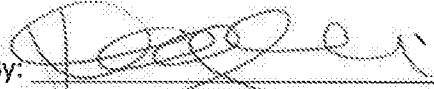
5. **Successors and Assigns.** This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. **Governing Law.** This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Debtor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

WANDER BEAUTY INC.

By: 


Name: DANA OUGNAM

Title: CEO/CO-FOUNDER

Address for Notices: 35 West 36th Street
New York, NY 10018

AGREED TO AND ACCEPTED:

ISRAEL DISCOUNT BANK OF NEW YORK

By: 

Name: Vinita Ramnani
Senior Vice President

Title: _____

By: 

Name: Mark P. Reiner
Senior Vice President

Title: _____

Address for Notices: 511 Fifth Avenue, 13th Floor
New York, NY 10017

SCHEDULE 1
TRADEMARK REGISTRATIONS AND APPLICATIONS

Exhibit A
Intellectual Property

Trademark	Registration Number	Serial Number
WANDER BEAUTY	5486793	86355408
GORGEOUS ON THE GO	5727668	88114110
DIVE IN	5711718	88014290
EXTRA MILEAGE	5711736	88044375
MILE HIGH CLUB	5753369	88056216
NO DAYS OFF	5808399	88055316
AIRPLANE MODE		88360789
STREAMLINE YOUR BEAUTY ROUTINE		88389810
BEAUTY EVERYWHERE BUT THE BATHROOM		88371931
BEAUTY WHERE YOU LIVE, WORK, AND PLAY		88380956
GLOWZONE		88371935
WANDERESS		87892346
FEWER, BETTER, BEAUTY ESSENTIALS		88106594
FAST LANE INSTANT FACIAL		88191554
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