

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM552301

| | |
|------------------------------|------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--|----------|----------------|-------------------------------------|
| PennantPark Loan Agency Servicing, LLC | | 12/06/2019 | Limited Liability Company: DELAWARE |

RECEIVING PARTY DATA

| | |
|--------------------------|-------------------------------------|
| Name: | Deva Concepts LLC |
| Street Address: | 75 Spring street |
| Internal Address: | 8th Floor |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10012 |
| Entity Type: | Limited Liability Company: DELAWARE |

PROPERTY NUMBERS Total: 44

| Property Type | Number | Word Mark |
|----------------|----------|--|
| Serial Number: | 86514778 | ALL WE DO ARE CURLS |
| Serial Number: | 86514831 | AMAZING CURLS BEGIN IN THE SHOWER |
| Serial Number: | 86923881 | ARC ANGEL |
| Serial Number: | 86514811 | ASK A CURLY GIRL ABOUT HER HAIR AND SHE' |
| Serial Number: | 87363470 | BEACH REMEDY |
| Serial Number: | 86919689 | BEAUTIFUL MESS |
| Serial Number: | 86923843 | B'LEAVE-IN |
| Serial Number: | 87147671 | BUILDUP BUSTER |
| Serial Number: | 85861973 | CALLING ALL CURLS |
| Serial Number: | 86786768 | COCONUT CURL STYLER |
| Serial Number: | 85862193 | CURLS NIGHT OUT |
| Serial Number: | 76386754 | DEVA |
| Serial Number: | 75451858 | DEVACHAN |
| Serial Number: | 75441385 | DEVACHAN |
| Serial Number: | 86923856 | DEVACLIPS |
| Serial Number: | 85862142 | DEVACURL |
| Serial Number: | 86568064 | DEVADRYER |
| Serial Number: | 86514742 | DEVAFUSER |

TRADEMARK

| Property Type | Number | Word Mark |
|----------------|----------|--------------------------------------|
| Serial Number: | 86514904 | DEVALOOKS |
| Serial Number: | 86514897 | DEVATIPS |
| Serial Number: | 86514718 | DEVATOWEL |
| Serial Number: | 85869119 | EMBRACE YOUR CURLS |
| Serial Number: | 86514916 | EVERY CURL HAS A STORY |
| Serial Number: | 86547274 | FOR ALL CURL KIND |
| Serial Number: | 87014345 | FOR ALL CURL KIND |
| Serial Number: | 86514860 | GREAT CURL STYLE DEMANDS VERSATILITY |
| Serial Number: | 77803140 | HEAVEN IN HAIR |
| Serial Number: | 76386757 | LOW-POO |
| Serial Number: | 86960118 | LOW-POO DELIGHT |
| Serial Number: | 87314228 | MELT INTO MOISTURE |
| Serial Number: | 87147690 | MIGHTY MASQUE |
| Serial Number: | 77802970 | MIRRORCURLS |
| Serial Number: | 77802983 | MIST-ER RIGHT |
| Serial Number: | 87451390 | NEVER SHAMPOO YOUR CURLS AGAIN |
| Serial Number: | 76386767 | NO-POO |
| Serial Number: | 86960165 | NO-POO DECADENCE |
| Serial Number: | 86514914 | ONE CONDITION |
| Serial Number: | 86960180 | ONE CONDITION DECADENCE |
| Serial Number: | 86960139 | ONE CONDITION DELIGHT |
| Serial Number: | 86514938 | PSYCURLOGY |
| Serial Number: | 78652820 | SET IT FREE |
| Serial Number: | 77803078 | SET UP & ABOVE |
| Serial Number: | 85862343 | THE CURL INNOVATOR |
| Serial Number: | 86514924 | YOUR CURLS. YOUR STORY. OUR PASSION |

CORRESPONDENCE DATA

Fax Number: 3128622200

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: 3128623837

Email: raza.siddiqui@kirkland.com

Correspondent Name: Raza Siddiqui

Address Line 1: 300 N. LaSalle

Address Line 2: Kirkland & Ellis LLP

Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER: 46624-2

NAME OF SUBMITTER: Raza Siddiqui

| | |
|---|----------------|
| SIGNATURE: | /razasiddiqui/ |
| DATE SIGNED: | 12/06/2019 |
| Total Attachments: 6 source=DevaCurl - Payoff - Termination of Trademark Security Agreement (EXECUTED) Dec-6-2019_(65516594_1) (2)#page1.tif source=DevaCurl - Payoff - Termination of Trademark Security Agreement (EXECUTED) Dec-6-2019_(65516594_1) (2)#page2.tif source=DevaCurl - Payoff - Termination of Trademark Security Agreement (EXECUTED) Dec-6-2019_(65516594_1) (2)#page3.tif source=DevaCurl - Payoff - Termination of Trademark Security Agreement (EXECUTED) Dec-6-2019_(65516594_1) (2)#page4.tif source=DevaCurl - Payoff - Termination of Trademark Security Agreement (EXECUTED) Dec-6-2019_(65516594_1) (2)#page5.tif source=DevaCurl - Payoff - Termination of Trademark Security Agreement (EXECUTED) Dec-6-2019_(65516594_1) (2)#page6.tif | |

RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”) is made as of December 6, 2019 (the “Effective Date”) by PennantPark Loan Agency Servicing, LLC, (the “Administrative Agent”) in favor of Deva Concepts LLC, a Delaware limited liability company (“Deva Concepts” or the “Grantor”).

WHEREAS, pursuant to the terms and conditions of (i) that certain Credit Agreement, dated as of October 31, 2017 (as amended or otherwise modified through the date hereof, the “Credit Agreement”), among Deva Holdings, Inc., a Delaware corporation (the “Borrower”), Deva Intermediate Holdings, Inc., a Delaware corporation (“Holdings”), the lenders from time to time party thereto and the Administrative Agent, as administrative agent, (ii) that certain Guarantee and Collateral Agreement, dated as of October 31, 2017 (as amended or otherwise modified through the date hereof, the “Collateral Agreement”), among the Borrower, Holdings, Deva Concepts LLC (the “Grantor”) and the other subsidiary loan parties thereto, as grantors and guarantors, and the Administrative Agent, as administrative agent and (iii) that certain Trademark Security Agreement, dated as of October 31, 2017, (as amended or otherwise modified through the date hereof, the “Trademark Security Agreement”) by the Grantor in favor of the Administrative Agent, the Grantor pledged and granted to the Administrative Agent, for the benefit of the Lenders, a security interest and continuing lien in and to all of its right, title and interest in, to and under the Trademark Collateral, including those trademark registrations and applications listed on Schedule A attached hereto (the “Released Trademarks”). Each capitalized term used herein without definition shall have the meaning ascribed to such term in the Trademark Security Agreement.

WHEREAS, pursuant to the terms and conditions of the Credit Agreement, the Collateral Agreement and the Trademark Security Agreement the Grantor has requested that the Administrative Agent release its security interest in the Released Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent hereby absolutely, unconditionally and irrevocably terminates, cancels, extinguishes, forever discharges and releases any and all collateral pledge, grant, lien on and security interests it has in and to the Released Trademarks.

The parties hereto authorize and request the recording of this Release against the Released Trademarks. The Administrative Agent hereby authorizes the Grantor and the Director of Patents and Trademarks of the United States of America, as applicable, to (i) record this Release with the United States Patent and Trademark Office, (ii) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of any security interest of the Administrative Agent in the Released Trademarks, and/or (iii) otherwise record or file this Release in the applicable governmental office or agency.

The Administrative Agent shall take all further actions, and provide to the Grantor and each of its respective successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor or the Borrower, at the Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release. The Administrative Agent hereby represents and warrants that it has full authority to execute and deliver this Release. This Release shall be binding upon the Administrative Agent's representatives, successors, assigns and transferees.


This Release may be executed in any number of counterparts, each of which, when so executed and delivered, shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date.

PENNANTPARK LOAN AGENCY SERVICING,
LLC, as Administrative Agent

By: _____
Name: Aviv Efrat
Title: Chief Financial Officer

A handwritten signature in black ink, appearing to read 'Aviv Efrat', is written over a horizontal line. The signature is stylized and slanted.

Deva Concepts LLC
a Delaware limited liability company
as Grantor

By: 
Name: Robert Schaeffler
Title: Chief Executive Officer

[Trademark Release -- PennantPark-Deva]

TRADEMARK
REEL: 006810 FRAME: 0523

SCHEDULE A

| Mark | Status | Owner | Class(es) | App. No. | App. Date | Reg. No. | Reg. Date |
|--|------------------------------|-------------------|-----------|----------|------------|----------|------------|
| ALL WE DO ARE CURLS | Registered | Deva Concepts LLC | 41 | 86514778 | 1/26/2015 | 5096098 | 12/6/2016 |
| AMAZING CURLS BEGIN IN THE SHOWER | Registered | Deva Concepts LLC | 3 | 86514831 | 1/26/2015 | 5209790 | 5/23/2017 |
| ARC ANGEL | Application suspended | Deva Concepts LLC | 3 | 86923881 | 2/29/2016 | | |
| ASK A CURLY GIRL ABOUT HER HAIR AND SHE'LL TELL YOU ABOUT HER LIFE | Registered | Deva Concepts LLC | 41 | 86514811 | 1/26/2015 | 5066743 | 10/25/2016 |
| BEACH REMEDY | Published | Deva Concepts LLC | 3 | 87363470 | 03/08/2017 | | |
| BEAUTIFUL MESS | Registered | Deva Concepts LLC | 3 | 86919689 | 2/25/2016 | 5097242 | 12/6/2016 |
| B'LEAVE-IN | Registered | Deva Concepts LLC | 3 | 86923843 | 2/29/2016 | 5049778 | 9/27/2016 |
| BUILDUP BUSTER | Published | Deva Concepts LLC | 3 | 87147671 | 8/23/2016 | | |
| CALLING ALL CURLS | Registered | Deva Concepts LLC | 3 | 85861973 | 2/27/2013 | 4411042 | 10/1/2013 |
| COCONUT CURL STYLER | Registered | Deva Concepts LLC | 3 | 86786768 | 10/13/2015 | 4943406 | 4/19/2016 |
| CURLS NIGHT OUT | Registered | Deva Concepts LLC | 41 | 85862193 | 2/27/2013 | 4421280 | 10/22/2013 |
| DEVA | Registered | Deva Concepts LLC | 3 | 76386754 | 3/25/2002 | 2848344 | 6/1/2004 |
| DEVACHAN | Registered | Deva Concepts LLC | 35 | 75451858 | 3/17/1998 | 2271829 | 8/24/1999 |
| DEVACHAN | Registered | Deva Concepts LLC | 42 | 75441385 | 2/26/1998 | 2271789 | 8/24/1999 |
| DEVA CLIPS | Published | Deva Concepts LLC | 26 | 86923856 | 2/29/2016 | | |
| DEVACURL | Registered | Deva Concepts LLC | 3 | 85862142 | 2/27/2013 | 4424795 | 10/29/2013 |
| DEVADRYER | Registered | Deva Concepts LLC | 11 | 86568064 | 3/18/2015 | 4970126 | 5/31/2016 |
| DEVA FUSER | Registered | Deva Concepts LLC | 11 | 86514742 | 1/26/2015 | 4811924 | 9/15/2015 |
| DEVALOOKS | Registered | Deva Concepts LLC | 41 | 86514904 | 1/26/2015 | 4868324 | 12/8/2015 |
| DEVATIPS | Registered | Deva Concepts LLC | 41 | 86514897 | 1/26/2015 | 4868323 | 12/8/2015 |
| DEVATOWEL | Registered | Deva Concepts LLC | 24 | 86514718 | 1/26/2015 | 4803763 | 9/1/2015 |
| EMBRACE YOUR CURLS | Registered | Deva Concepts LLC | 3 | 85869119 | 3/6/2013 | 4520244 | 4/29/2014 |
| EVERY CURL HAS A STORY | Registered | Deva Concepts LLC | 41 | 86514916 | 1/26/2015 | 5073933 | 11/1/2016 |
| FOR ALL CURL KIND | Registered | Deva Concepts LLC | 3 | 86547274 | 2/26/2015 | 4871984 | 12/15/2015 |
| FOR ALL CURL KIND | Statement of used filed | Deva Concepts LLC | 41 | 87014345 | 4/26/2016 | | |
| GREAT CURL STYLE DEMANDS VERSATILITY | Registered | Deva Concepts LLC | 3, 41 | 86514860 | 1/26/2015 | 4984367 | 6/21/2016 |
| HEAVEN IN HAIR | Registered | Deva Concepts LLC | 3 | 77803140 | 8/12/2009 | 3902627 | 1/11/2011 |
| LOW-POO | Registered | Deva Concepts LLC | 3 | 76386757 | 3/25/2002 | 2811366 | 2/3/2004 |
| LOW-POO DELIGHT | Registered | Deva Concepts LLC | 3 | 86960118 | 3/31/2016 | 5297351 | 9/26/2017 |
| MELT INTO MOISTURE | Allowed-Statement of Use/1st | Deva Concepts LLC | 3 | 87314228 | 1/26/2017 | | |

| | | | | | | | |
|-------------------------------------|------------------------|-------------------|------|----------|-----------|---------|------------|
| MIGHTY MASQUE | Published | Deva Concepts LLC | 3 | 87147690 | 8/23/2016 | | |
| MIRRORCURLS | Registered | Deva Concepts LLC | 3 | 77802970 | 8/12/2009 | 3902623 | 1/11/2011 |
| MIST-ER RIGHT | Registered | Deva Concepts LLC | 3 | 77802983 | 8/12/2009 | 3902624 | 1/11/2011 |
| NEVER SHAMPOO YOUR CURLS AGAIN | Pending | Deva Concepts LLC | 3,41 | 87451390 | 5/16/2017 | | |
| NO-POO | Registered | Deva Concepts LLC | 3 | 76386767 | 3/25/2002 | 2776599 | 10/21/2003 |
| NO-POO DECADENCE | Statement of use filed | Deva Concepts LLC | 3 | 86960165 | 3/31/2016 | | |
| ONE CONDITION | Application suspended | Deva Concepts LLC | 3 | 86514914 | 1/26/2015 | | |
| ONE CONDITION DECADENCE | Statement of use filed | Deva Concepts LLC | 3 | 86960180 | 3/31/2016 | | |
| ONE CONDITION DELIGHT | Application | Deva Concepts LLC | 3 | 86960139 | 3/31/2016 | | |
| PSYCURLOGY | Registered | Deva Concepts LLC | 41 | 86514938 | 1/26/2015 | 4868325 | 12/8/2015 |
| SET IT FREE | Registered | Deva Concepts LLC | 3 | 78652820 | 6/17/2005 | 3100621 | 6/6/2006 |
| SET UP & ABOVE | Registered | Deva Concepts LLC | 3 | 77803078 | 8/12/2009 | 3902626 | 1/11/2011 |
| THE CURL INNOVATOR | Registered | Deva Concepts LLC | 3 | 85862343 | 2/28/2013 | 4524445 | 5/6/2014 |
| YOUR CURLS. YOUR STORY. OUR PASSION | Registered | Deva Concepts LLC | 3 | 86514924 | 1/26/2015 | 5124900 | 1/17/2017 |