

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM553249

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SUPPLEMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Anastasia Beverly Hills, LLC		12/13/2019	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	ROYAL BANK OF CANADA, as collateral agent		
Street Address:	200 Bay Street, 12th Fl, South Tower		
City:	Toronto		
State/Country:	CANADA		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5891352	ANASTASIA	
Serial Number:	88181510	WE ARE BROWS	
Serial Number:	88181503	WE ARE BROWS	
Serial Number:	88181514	WE ARE BROWS	
Serial Number:	88181518	WE ARE BROWS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	202.370.4750		
Email:	ipteam@coagencyglobal.com		
Correspondent Name:	Jennifer Tindie		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	1163875		
NAME OF SUBMITTER:	Christian Craft		
SIGNATURE:	/Christian Craft/		
DATE SIGNED:	12/13/2019		
Total Attachments: 5			

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SUPPLEMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT

This SUPPLEMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT (this “Supplement”) is entered into as of December 13, 2019, by and among Anastasia Beverly Hills, LLC, a California limited liability company (“Grantor”) and ROYAL BANK OF CANADA, in its capacity as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”).

PRELIMINARY STATEMENTS

WHEREAS, Grantor has executed and delivered that certain (i) Pledge and Security Agreement, dated as of August 10, 2018 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented or otherwise modified, the “Security Agreement”) and (ii) Trademark Security Agreement, dated as of August 10, 2018 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented or otherwise modified), among Grantor and the Collateral Agent; and

WHEREAS, under the terms of the Security Agreement, the Grantor has agreed to grant to the Collateral Agent, for the benefit of the Secured Parties, a security interest in any after-acquired intellectual property collateral of the Grantor and has agreed in connection therewith to execute this Supplement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, the parties hereto agree as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Grantor hereby pledges and grants to the Collateral Agent for itself and the ratable benefit of the Secured Parties a continuing lien on and security interest in and to all of its right, title and interest in, to and under (a) the Trademarks of Grantor listed on Schedule I attached hereto (excluding any “intent-to-use” trademark application filed with the USPTO prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law); (b) all extensions or renewals of any of the foregoing; (c) all of the goodwill of the business connected with the use of and symbolized by the foregoing; (d) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill; and (e) all proceeds of the foregoing, including without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit (collectively, the “Trademark Collateral”).

SECTION 3. Security Agreement. The security interest granted pursuant to this Supplement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and should not be deemed to grant a broader security interest in the Trademark Collateral than what is granted by the Grantor to the Collateral Agent in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement (and are expressly subject to the terms and conditions thereof), the terms and provisions of which are incorporated by reference as if fully set forth herein. In the event that any provision of this Supplement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge, and deliver to Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Supplement.


SECTION 5. Counterparts. This Supplement may be executed in any number of counterparts (and by different parties hereto on 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 Supplement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Supplement.

SECTION 6. GOVERNING LAW. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, Grantor has caused this Supplement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ANASTASIA BEVERLY HILLS, LLC

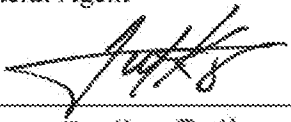
By: 
Name: Rebecca Cas
Title: Chief of Staff

Accepted and Agreed:

ROYAL BANK OF CANADA,
as Collateral Agent

By: _____

Name:


Rodica Dutka

Title:

Manager, Agency

[Signature Page to Supplement No. 1 to Trademark Security Agreement]

TRADEMARK

REEL: 006815 FRAME: 0860

SCHEDULE I
to
SUPPLEMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT
UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS:

Mark Name	Mark Image	Country	Status	Inter-national Classes	Class Description	Application Number	Filed Date	Registration Number	Registration Date
ANASTASIA		United States of America	Application	3	3 - Cosmetics	88/410,865	May 1, 2019	5,891,352	October 22, 2019
WE ARE BROWS		United States of America	Application	3	3 - Cosmetics, namely, eyebrow color pencils, eyebrow pencils, eyebrow powder, eyebrow pomade, eyebrow gel	88/181,510	November 5, 2018		
WE ARE BROWS		United States of America	Application	8	8 - Tweezers, eyebrow grooming scissors	88/181,503	November 5, 2018		
WE ARE BROWS		United States of America	Application	16	16 - Eyebrow stencils	88/181,514	November 5, 2018		
WE ARE BROWS		United States of America	Application	21	21 - Cosmetic brushes	88/181,518	November 5, 2018		

TRADEMARK

REEL: 006815 FRAME: 0861

RECORDED: 12/13/2019