

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM592621

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Heat Make Sense, Inc. (aka Heat Makes Sense, Inc.)		08/17/2020	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	CITIBANK, N.A.		
Street Address:	388 Greenwich Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Serial Number:	88530994	FADEBLOCK	
Serial Number:	88536517	SELF SERVICE	
Serial Number:	88522135	SUPERREAL	
Serial Number:	88522127	SUPER REAL	
Serial Number:	88476638	THE CLOSER	
Serial Number:	88476628	POWER HOUR	
Serial Number:	88476621	MIXTAPE	
Serial Number:	88311916	NEW YORK CITY GIVES GOOD HAIR	
Registration Number:	5852939	EVA·NYC	
Serial Number:	87906248	AMIKA:	
Serial Number:	87906252	AMIKA:	
Serial Number:	87536359	PYT	
Registration Number:	5632450	AMIKA:	
Registration Number:	5632449	AMIKA:	
Registration Number:	5213686	AMIKA:	
Registration Number:	3866841	AMIKA	
Registration Number:	3666653	AMIKA	
CORRESPONDENCE DATA			
TRADEMARK			

OP \$440.00 88530994

Fax Number: 2158325619

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: 2155695619

Email: pecsenye@blankrome.com

Correspondent Name: Timothy D. Pecsénye (024228-20001 ND)

Address Line 1: One Logan Square

Address Line 2: 8th Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	024228-20001
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NAME OF SUBMITTER:	Timothy D. Pecsénye
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SIGNATURE:	/Timothy D. Pecsénye/
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DATE SIGNED:	08/18/2020
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Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “Agreement”) is made as of this 17th day of August, 2020, by **HEAT MAKE SENSE, INC. (AKA HEAT MAKES SENSE, INC.)**, New York corporation (“Grantor”), in favor of **CITIBANK, N.A. (“Citibank”)**, in its capacity as agent for the Lenders defined below.

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the “Credit Agreement”) among (i) Grantor, (ii) any additional Persons that are joined as a party thereto as borrowers (together with Grantor, each, a “Borrower” and individually and collectively, jointly and severally, the “Borrowers”), (iii) each of the lenders identified as a “Lender” on Annex A attached thereto (together with each of its respective successors and assigns, if any, each a “Lender” and, collectively, the “Lenders”) and (iv) Citibank, as agent for the Lenders (Citibank, in such agency capacity, together with its successors and assigns, if any, in such capacity, the “Agent”), the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Credit Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, this Agreement.

WHEREAS, the Grantor has executed and delivered that Security Agreement, dated as of August 17, 2020 (the “Security Agreement”), in favor of the Agent, pursuant to which the Grantor has granted to the Agent, for the ratable benefit of each Secured Party, a security interest in all of Grantor’s IP Collateral (as defined below).

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

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

2. GRANT AND REAFFIRMATION OF SECURITY INTEREST. Subject to the terms of the Security Agreement, each Grantor hereby collaterally assigns to the Agent, and hereby grants to the Agent, for the ratable benefit of the Secured Parties, a continuing security interest in and Lien on and hereby reaffirms its prior grant pursuant to the Security Agreement of a continuing security interest in and Lien on all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “IP Collateral”), with power of sale to the extent permitted by law to secure the payment and performance of the Obligations under the Credit Agreement:

(a) all of Grantor’s copyrights and copyright applications (collectively, “Copyrights”) and all of the goodwill of the business connected with the use of, and symbolized by, each Copyright, including without limitation those referred to on Schedule 1 hereto;

(b) all of Grantor's patents and patent applications (collectively, "Patents"), and all of the goodwill of the business connected with the use of, and symbolized by, each Patent, including without limitation those referred to on Schedule 1 hereto;

(c) all of Grantor's trademarks, trademark applications, service marks, trade names, mask works (collectively, "Trademarks"), and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including without limitation those referred to on Schedule 1 hereto;

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

(e) all products and proceeds of the foregoing, including without limitation any claim by Grantor against third parties for past, present or future infringement or dilution of any Copyright, any Patent or any Trademark.

3. CERTAIN LIMITED EXCLUSIONS. Notwithstanding anything herein to the contrary, in no event shall the security interest granted under Section 2 above attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely 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 any registration that issues from such intent-to-use application under applicable federal law.

4. SECURITY FOR OBLIGATIONS. This Agreement and the security interest created hereby secure the payment and performance of all the Obligations under the Credit Agreement, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to Agent, the Lenders or any of them pursuant to the Credit Agreement.

5. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

6. REPRESENTATIONS, WARRANTIES AND AGREEMENTS. Grantor hereby represents and warrants to, and agrees with Agent and Lenders as follows: Schedule 1 hereto accurately lists all registered IP Collateral as of the date hereof.

7. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new IP Collateral, this Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new IP Collateral. Without limiting Grantor's obligations under this Section 6, Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule 1 to include any such new IP Collateral of Grantor identified in such written notice provided by Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule 1 shall in any way affect, invalidate or detract from Agent's continuing security interest in all IP Collateral, whether or not listed on Schedule 1.

8. GOVERNING LAW. This Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

9. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto and shall bind the parties hereto.

10. CONSTRUCTION. Unless the context of this Agreement clearly requires otherwise, the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

[signature page follows]

Each of the parties has signed this Agreement as of the day and year first above written.

HEAT MAKE SENSE, INC.

By: 

Name: Sharon Mahoney

Title: Chief Financial Officer

Signature Page to Intellectual Property Security Agreement

TRADEMARK
REEL: 007026 FRAME: 0799

SCHEDULE 1
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. Copyrights and Copyright Applications

Title	Registration Number	Registration Date	Owner
Amika Artwork No. 1.	VA0002098330	8/15/2017	Heat Make Sense, Inc., a/k/a Heat Makes Sense, Inc.
Amika Artwork No. 2.	VAu001308321	8/9/2017	Heat Make Sense, Inc., a/k/a Heat Makes Sense, Inc.
Amika Artwork No. 3.	VAu001308622	8/9/2017	Heat Make Sense, Inc., a/k/a Heat Makes Sense, Inc.
Group Photo Registration of published photos; New Packaging Photos 2018; Jan. 1, 2018 ; approx. 138 photos.	VA0002109885	2/16/2018	Heat Make Sense, Inc., a/k/a Heat Makes Sense, Inc.

II. Patents and Patent Applications

Title	Patent No. (App. No.)	Registration Date (App. Date)	Owner	Status
DRYER HANDLE	D753,878	4/12/2016	Heat Make Sense, Inc., a/k/a Heat Makes Sense, Inc.	Patented Case

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TRADEMARK
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III. Trademarks and Trademark Applications

Mark Name	Owner	Registration Number (App. No.)	Registration Date (App. Date)
FADEBLOCK	Heat Make Sense, Inc., a/k/a Heat Makes Sense, Inc.	(88530994)	(7/23/2019)
SELF SERVICE	Heat Make Sense, Inc., a/k/a Heat Makes Sense, Inc.	(88536517)	(7/25/2019)
SUPERREAL	Heat Make Sense, Inc., a/k/a Heat Makes Sense, Inc.	(88522135)	(7/18/2019)
SUPER REAL	Heat Make Sense, Inc., a/k/a Heat Makes Sense, Inc.	(88522127)	(7/18/2019)
THE CLOSER	Heat Make Sense, Inc., a/k/a Heat Makes Sense, Inc.	(88476638)	(6/17/2019)
POWER HOUR	Heat Make Sense, Inc., a/k/a Heat Makes Sense, Inc.	(88476628)	(6/17/2019)
MIXTAPE	Heat Make Sense, Inc., a/k/a Heat Makes Sense, Inc.	(88476621)	(6/17/2019)
NEW YORK CITY GIVES GOOD HAIR	Heat Make Sense, Inc., a/k/a Heat Makes Sense, Inc.	(88311916)	(2/22/2019)
	Heat Make Sense, Inc., a/k/a Heat Makes Sense, Inc.	5852939	0/3/2019
AMIKA:	Heat Make Sense, Inc., a/k/a Heat Makes Sense, Inc.	(87906248)	(5/2/2018)
AMIKA:	Heat Make Sense, Inc., a/k/a Heat Makes Sense, Inc.	(87906252)	(5/3/2018)
PYT	Heat Make Sense, Inc., a/k/a Heat Makes Sense, Inc.	(87536359)	(7/20/2017)

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AMIKA:	Heat Make Sense, Inc., a/k/a Heat Makes Sense, Inc.	5632450	12/18/2018
AMIKA:	Heat Make Sense, Inc., a/k/a Heat Makes Sense, Inc.	5632449	12/18/2018
AMIKA:	Heat Make Sense, Inc., a/k/a Heat Makes Sense, Inc.	5213686	5/30/2017
AMIKA	Heat Make Sense, Inc., a/k/a Heat Makes Sense, Inc.	3,866,841	May 22, 2014 (assignment date)
AMIKA	Heat Make Sense, Inc., a/k/a Heat Makes Sense, Inc.	3,666,6453	May 22, 2014 (assignment date)

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