

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM600939

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BECCAIR HOLDINGS, LLC		09/24/2020	Limited Liability Company: DELAWARE
BECCAIR, LLC		09/24/2020	Limited Liability Company: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	East West Bank		
<b>Street Address:</b>	135 N. Los Robles Ave.		
<b>City:</b>	Pasadena		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91101		
<b>Entity Type:</b>	Banking Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 47</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88792427	6 FREE	
<b>Serial Number:</b>	85614174	BE GENTLE, BE KIND	
<b>Serial Number:</b>	85614169	BECCAIR	
<b>Serial Number:</b>	85678610	BECCAIR NATURAL HAIRCARE	
<b>Serial Number:</b>	90020358	BELIEVE IN YOUR HAIR	
<b>Serial Number:</b>	85668373	BLOSSOM & BLOOM	
<b>Serial Number:</b>	85678609	B	
<b>Serial Number:</b>	85678514	B	
<b>Serial Number:</b>	85678608	B	
<b>Serial Number:</b>	85678607	B	
<b>Serial Number:</b>	85678420	B	
<b>Serial Number:</b>	88169107	B	
<b>Serial Number:</b>	88169084	B	
<b>Serial Number:</b>	88134666	B	
<b>Serial Number:</b>	88134654	B	
<b>Serial Number:</b>	88134647	B	
<b>Serial Number:</b>	88134624	B	

OP \$1190.00 88792427

Property Type	Number	Word Mark
Serial Number:	88169115	B
Serial Number:	88169094	B
Serial Number:	88976327	B
Serial Number:	88708672	B
Serial Number:	88708669	B
Serial Number:	90006090	BRIO
Serial Number:	90156356	BRIOGEO
Serial Number:	88242741	BRIOGEO
Serial Number:	85897161	BRIOGEO
Serial Number:	85897165	BRIOGEO NATURAL PERFORMANCE
Serial Number:	87427575	BRIOGEO
Serial Number:	90155526	BRIOGEO SUPERFOODS
Serial Number:	88708653	B.WELL
Serial Number:	88708646	B.WELL
Serial Number:	88708659	B.WELL
Serial Number:	88011062	B. WELL
Serial Number:	88242740	B. WELLNESS
Serial Number:	88957790	CLEAN CARE. HEALTHY HAIR.
Serial Number:	88086592	CLEAN INGREDIENTS. AWESOME HAIR.
Serial Number:	88011068	COLOR ME BRILLIANT
Serial Number:	85678612	CURL CHARISMA
Serial Number:	85614175	DON'T DESPAIR, REPAIR!
Serial Number:	87881913	FAREWELL FRIZZ
Serial Number:	85614178	LET NATURE TAKE ITS COARSE
Serial Number:	90020359	LOVE YOUR ROOTS
Serial Number:	87427587	NATURAL + PERFORMANCE HAIR CARE
Serial Number:	86660428	NOVA COMPLEX
Serial Number:	86255869	ROSARCO OIL
Serial Number:	87254119	SCALP REVIVAL
Serial Number:	90020360	UNLOCKING THE MAGIC OF CLEAN POSSIBILITY

#### 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: 7037125337

Email: lvincent@mcguirewoods.com

Correspondent Name: Emily Strickler Voorheis

Address Line 1: 1750 Tysons Blvd

Address Line 2: #1800

**TRADEMARK**

**REEL: 007087 FRAME: 0502**

<b>Address Line 4:</b> Tysons, VIRGINIA 22102	
<b>ATTORNEY DOCKET NUMBER:</b>	2075948-0021
<b>NAME OF SUBMITTER:</b>	Emily S. Voorheis
<b>SIGNATURE:</b>	/Emily S. Voorheis/
<b>DATE SIGNED:</b>	10/02/2020
<b>Total Attachments: 9</b> source=Beccair Trademark Security Agreement (002)#page1.tif source=Beccair Trademark Security Agreement (002)#page2.tif source=Beccair Trademark Security Agreement (002)#page3.tif source=Beccair Trademark Security Agreement (002)#page4.tif source=Beccair Trademark Security Agreement (002)#page5.tif source=Beccair Trademark Security Agreement (002)#page6.tif source=Beccair Trademark Security Agreement (002)#page7.tif source=Beccair Trademark Security Agreement (002)#page8.tif source=Beccair Trademark Security Agreement (002)#page9.tif	

## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”) is made as of September 24, 2020 (the “**Effective Date**”) by BECCAIR, LLC, a New York limited liability company (the “**Borrower**”), BECCAIR HOLDINGS, LLC, a Delaware limited liability company (“**Holdings**”), and certain other Subsidiaries of Holdings, if any, party hereto from time to time (together with the Borrower and Holdings, the “**Grantors**” and each a “**Grantor**”) in favor of East West Bank for the benefit of the several banks and other lenders (the “**Lenders**”) from time to time party to the Credit Agreement (in such capacity, the “**Agent**”) (as defined in the Credit Agreement or the Guarantee and Security Agreement as applicable in each case as referred to below).

### RECITALS:

**WHEREAS**, reference is made to that certain Guarantee and Security Agreement, dated as of September 24, 2020 (as it may be amended, restated, amended and restated, supplemented, extended or otherwise modified from time to time, the “**Guarantee and Security Agreement**”), between the Grantors and the Agent and that certain Credit Agreement, dated as of September 24, 2020 (as it may be amended, restated, amended and restated, supplemented, extended, refinanced or otherwise modified from time to time, the “**Credit Agreement**”), between the Borrower, Holdings, the other Grantors, the Lenders, and the Agent; and

**WHEREAS**, under the terms of the Guarantee and Security Agreement, the Grantors have (i) as collateral security for the Obligations, granted to the Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of the Grantors’ rights, title and interest in, to and under the Collateral (as defined in the Guarantee and Security Agreement), including, without limitation, certain intellectual property of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

**NOW, THEREFORE**, in consideration of the promises and the agreements, provisions and covenants herein contained, the Grantors and the Agent agree as follows:

**1. Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Guarantee and Security Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.2 of the Credit Agreement also apply to this Agreement.

**2. Grant of Security.** As collateral security for the Obligations, the Grantors hereby grant to the Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of the Grantors’ rights, title and interest in, to and under the following:

(1) all trademarks, trademark registrations, trade names, trademark applications, service marks, business names, fictitious business names, trade styles, trade dress, designs, logos and other source or business identifiers, all registrations thereof, and all registration and recording applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule 1

(collectively, “**Trademark(s)**”), (2) all income, royalties, damages and payments now and hereafter due and/or payable with respect to any Trademark, including damages and payments for past, present or future infringements thereof, (3) rights to sue for past, present and future infringements of any Trademark, (4) rights corresponding to any Trademark throughout the world, (5) renewals and proceeds of any of the foregoing, and (6) all goodwill associated with or symbolized by the Trademarks.

**3. Recordation.** The Grantors authorize and request that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

**4. Counterparts.** This 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 of this Agreement by facsimile or in electronic (i.e., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

**5. Governing Law.** This Agreement and the rights and obligations of the Grantors hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York without regard to conflict of laws principles thereof.

**6. Conflict Provision.** This Agreement has been entered into in conjunction with the provisions of the Guarantee and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are in conflict with the Guarantee and Security Agreement or the Credit Agreement, the provisions of the Guarantee and Security Agreement or the Credit Agreement shall govern.

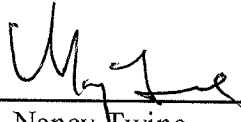
**7. Integration.** Any amendment and supplement of this Agreement shall come into force only after a written agreement is signed by each party hereto. The amendment and supplement duly executed by each party hereto shall be part of this Agreement and shall have the same legal effect as this Agreement.

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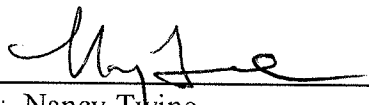
**IN WITNESS WHEREOF**, the Grantors and the Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the Effective Date.

**GRANTORS:**

**BECCAIR, LLC,**  
a New York limited liability company

By:   
Name: Nancy Twine  
Title: Chief Executive Officer

**BECCAIR HOLDINGS, LLC,**  
a Delaware limited liability company

By:   
Name: Nancy Twine  
Title: Manager

**EAST WEST BANK, as Agent**

By: 

Name: Gary Kirshner

Title: Managing Director – Capital Markets

**SCHEDULE I**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**

**US Trademarks:**

<b>Trademark</b>	<b>Application No./ Registration No.</b>	<b>Application Date/ Registration Date</b>	<b>Owner</b>
6-Free	88792427 6096541	2/11/2020	Beccair, LLC
Be Gentle, Be Kind	85614174 4377475	5/2/2012 7/30/2013	Beccair, LLC
Beccair	85614169	5/2/2012	Beccair, LLC
Beccair Natural Haircare	85678610	7/17/2012	Beccair, LLC
Believe in Your Hair	90020358	6/25/2020	Beccair, LLC
Blossom & Bloom	85668373 4377600	7/3/2012 7/30/2013	Beccair, LLC
B	85678609 4377627	7/17/2012 7/30/2013	Beccair, LLC
B	85678514 4377624	7/16/2012 7/30/2013	Beccair, LLC
B	85678608 4377626	7/16/2012 7/30/2013	Beccair, LLC
B	85678607 4377625	7/16/2012 7/30/2013	Beccair, LLC
B	85678420 4377623	7/17/2012 7/30/2013	Beccair, LLC
B	88169107 5898760	10/25/2018 10/29/2019	Beccair, LLC
B	88169084 5734025	10/25/2018 4/23/2019	Beccair, LLC
B	88134666 5733935	9/27/2018 4/23/2019	Beccair, LLC
B	88134654 5733934	9/27/2018 4/23/2019	Beccair, LLC
B	88134647 5733933	9/27/2018 4/23/2019	Beccair, LLC
B	88134624 5733932	9/27/2018 4/23/2019	Beccair, LLC
B	88169115 5898761	10/25/2018 10/29/2019	Beccair, LLC
B	88169094	12/20/2018	Beccair, LLC
B	88976327	10/25/2018	Beccair, LLC
B	88708672	11/27/2019	Beccair, LLC
B	88708669 6143648	11/27/2019 9/1/2020	Beccair, LLC
Brio	90006090	6/17/2020	Beccair, LLC
Briogeo	90156356	9/3/2020	Beccair, LLC
Briogeo	88242741	12/27/2018	Beccair, LLC
Briogeo	85897161	4/6/2013	Beccair, LLC



	4565239	7/8/2014	
Briogeo	85897165 4565240	4/6/2013 7/8/2014	Beccair, LLC
Briogeo	87427575 5339908	4/27/2017 11/21/2017	Beccair, LLC
Briogeo Superfoods	90155526	9/2/2020	Beccair, LLC
B. Well	88708653	11/27/2019	Beccair, LLC
B. Well	88708646	11/27/2019	Beccair, LLC
B. Well	88708659	11/27/2019	Beccair, LLC
B. Well	88011062	6/22/2018	Beccair, LLC
B. Wellness	88242740	12/27/2020	Beccair, LLC
Clean Care. Healthy Hair.	88957790	6/10/2020	Beccair, LLC
Clean Ingredients. Awesome Hair.	88086592 5973782	8/21/2018 1/28/2020	Beccair, LLC
Color Me Brilliant	88011068 5814881	6/22/2018 7/23/2019	Beccair, LLC
Curl Charisma	85678612 4381149	7/17/2012 8/6/2013	Beccair, LLC
Don't Despair, Repair!	85614175 4377476	5/2/2012 7/30/2013	Beccair, LLC
Farewell Frizz	87881913 5814549	4/18/2018 7/23/2019	Beccair, LLC
Let Nature Take Its Coarse	85614178 4377477	5/2/2012 7/30/2013	Beccair, LLC
Love Your Roots	90020359	6/25/2020	Beccair, LLC
Natural + Performance Hair Care	87427587	4/27/2017	Beccair, LLC
Nova Complex	86660428 5037589	6/12/2015 9/6/2016	Beccair, LLC
Rosarco Oil	86255869 4641188	4/18/2014 11/18/2014	Beccair, LLC
Scalp Revival	87254119 5361182	12/1/2016 12/19/2017	Beccair, LLC
Unlocking the Magic of Clean Possibilities	90020360	6/25/2020	Beccair, LLC

**Foreign Trademarks:**

Trademark	Country	Registration Number	Owner
Be Gentle, Be Kind	Australia	1997842	Beccair, LLC
Be Gentle, Be Kind	Bahrain		Beccair, LLC
Be Gentle, Be Kind	China	G1456751	Beccair, LLC
Be Gentle, Be Kind	European Union	W01456751	Beccair, LLC
Be Gentle, Be Kind	United Kingdom	WO0000001456751	Beccair, LLC
Be Gentle, Be Kind	Indonesia	M0020191456751	Beccair, LLC
Be Gentle, Be Kind	Japan		Beccair, LLC
Be Gentle, Be Kind	South Korea	1456751	Beccair, LLC
Be Gentle, Be Kind	Mexico	2183609	Beccair, LLC
Be Gentle, Be Kind	Russia		Beccair, LLC

Be Gentle, Be Kind	Singapore	40201906318S	Beccair, LLC
Be Gentle, Be Kind	Thailand		Beccair, LLC
Blossom & Bloom	Australia	1997750	Beccair, LLC
Blossom & Bloom	Bahrain		Beccair, LLC
Blossom & Bloom	China	G1456632	Beccair, LLC
Blossom & Bloom	European Union	W01456632	Beccair, LLC
Blossom & Bloom	United Kingdom	WO0000001456632	Beccair, LLC
Blossom & Bloom	Indonesia	M0020191456632	Beccair, LLC
Blossom & Bloom	Japan		Beccair, LLC
Blossom & Bloom	South Korea	1456632	Beccair, LLC
Blossom & Bloom	Mexico	2183562	Beccair, LLC
Blossom & Bloom	Russia		Beccair, LLC
Blossom & Bloom	Singapore	40201906301W	Beccair, LLC
Blossom & Bloom	Thailand		Beccair, LLC
Briogeo	Australia	1827492	Beccair, LLC
Briogeo	Bahrain		Beccair, LLC
Briogeo	China	G1331751	Beccair, LLC
Briogeo	European Union	W01331751	Beccair, LLC
Briogeo	United Kingdom	WO0000001331751	Beccair, LLC
Briogeo	Indonesia	M0020191331751	Beccair, LLC
Briogeo	Japan		Beccair, LLC
Briogeo	South Korea	1331751	Beccair, LLC
Briogeo	Mexico	2180458	Beccair, LLC
Briogeo	Russia		Beccair, LLC
Briogeo	Singapore	40201905536U	Beccair, LLC
Briogeo	Thailand		Beccair, LLC
Color Me Brilliant	Australia	1997842	Beccair, LLC
Color Me Brilliant	Australia	1997764	
Color Me Brilliant	Bahrain		Beccair, LLC
Color Me Brilliant	China	G1456633	Beccair, LLC
Color Me Brilliant	European Union	W01456633	Beccair, LLC
Color Me Brilliant	United Kingdom	WO0000001456633	Beccair, LLC
Color Me Brilliant	Indonesia	M0020191456633	Beccair, LLC
Color Me Brilliant	Japan		Beccair, LLC
Color Me Brilliant	South Korea	1456633	Beccair, LLC
Color Me Brilliant	Mexico	2183563	Beccair, LLC
Color Me Brilliant	Russia		Beccair, LLC
Color Me Brilliant	Singapore	40201906302U	Beccair, LLC
Color Me Brilliant	Thailand		Beccair, LLC
Curl Charisma	Australia	1997490	Beccair, LLC
Curl Charisma	Bahrain		Beccair, LLC
Curl Charisma	China	G1456856	Beccair, LLC
Curl Charisma	European Union	W01456856	Beccair, LLC
Curl Charisma	United Kingdom	WO0000001456856	Beccair, LLC
Curl Charisma	Indonesia	M0020191456856	Beccair, LLC
Curl Charisma	Japan	13602141	Beccair, LLC
Curl Charisma	South Korea	1456856	Beccair, LLC
Curl Charisma	Mexico	2183639	Beccair, LLC
Curl Charisma	Russia		Beccair, LLC

Curl Charisma	Singapore	40201906332R	Beccair, LLC
Curl Charisma	Thailand		Beccair, LLC
Don't Despair, Repair!	Australia	1995859	Beccair, LLC
Don't Despair, Repair!	Bahrain		Beccair, LLC
Don't Despair, Repair!	China	G1455936	Beccair, LLC
Don't Despair, Repair!	European Union	W01455936	Beccair, LLC
Don't Despair, Repair!	United Kingdom	WO0000001455936	Beccair, LLC
Don't Despair, Repair!	Indonesia	M0020191455936	Beccair, LLC
Don't Despair, Repair!	Japan		Beccair, LLC
Don't Despair, Repair!	South Korea	1455936	Beccair, LLC
Don't Despair, Repair!	Mexico	2180927	Beccair, LLC
Don't Despair, Repair!	Russia		Beccair, LLC
Don't Despair, Repair!	Singapore	40201905668X	Beccair, LLC
Don't Despair, Repair!	Thailand		Beccair, LLC
Farewell Frizz	Australia	1999617	Beccair, LLC
Farewell Frizz	Bahrain		Beccair, LLC
Farewell Frizz	China	G1458948	Beccair, LLC
Farewell Frizz	European Union	W01458948	Beccair, LLC
Farewell Frizz	United Kingdom	WO0000001458948	Beccair, LLC
Farewell Frizz	Indonesia	M0020191458948	Beccair, LLC
Farewell Frizz	Japan		Beccair, LLC
Farewell Frizz	South Korea	1458948	Beccair, LLC
Farewell Frizz	Mexico	2187334	Beccair, LLC
Farewell Frizz	Russia		Beccair, LLC
Farewell Frizz	Singapore	40201906990X	Beccair, LLC
Farewell Frizz	Thailand		Beccair, LLC
Scalp Revival	Australia	1997653	Beccair, LLC
Scalp Revival	Bahrain		Beccair, LLC
Scalp Revival	China	G1456408	Beccair, LLC
Scalp Revival	European Union	W01456408	Beccair, LLC
Scalp Revival	United Kingdom	WO0000001456408	Beccair, LLC
Scalp Revival	Indonesia	M0020191456408	Beccair, LLC
Scalp Revival	Japan		Beccair, LLC
Scalp Revival	South Korea	1456408	Beccair, LLC
Scalp Revival	Mexico	2183481	Beccair, LLC
Scalp Revival	Russia		Beccair, LLC
Scalp Revival	Singapore	40201906283U	Beccair, LLC
Scalp Revival	Thailand		Beccair, LLC
Briogeo	Canada	1811263	Beccair, LLC
Farewell Frizz	Canada	1998103	Beccair, LLC
Scalp Revival	Canada	1998104	Beccair, LLC
Color Me Brilliant	Canada	1998101	Beccair, LLC
Nova Complex	Canada	1998105	Beccair, LLC
Rosarco Oil	Canada	1998106	Beccair, LLC
Curl Charisma	Canada	1998107	Beccair, LLC
Clean Ingredients. Awesome Hair.	Canada	1998102	Beccair, LLC
Be Gentle, Be Kind	Canada	1998108	Beccair, LLC
Don't Despair, Repair!	Canada	1998109	Beccair, LLC

Let Nature Takes Its Coarse	Canada	1998110	Beccair, LLC
Blossom & Bloom	Canada	2006181	Beccair, LLC
Briogeo	Canada	2006140	Beccair, LLC
Briogeo	Canada	2006141	Beccair, LLC
B. Well	Canada	2006142	Beccair, LLC
Briogeo	China	38311492 38299358 38294742 38302338 38300454	Beccair, LLC
Briogeo	China	17572880	Beccair, LLC
Briogeo	China	42032828	Beccair, LLC
Briogeo	UAE	297892	Beccair, LLC
Briogeo (Chinese Characters)	China	38219402	Beccair, LLC
Briogeo Be Gentle, Be Kind	China	39118145	Beccair, LLC
Briogeo Color Me Brilliant	China	39585895	Beccair, LLC
Briogeo Curl Charisma	China	39904846	Beccair, LLC
Briogeo Don't Despair, Repair!	China	39599728	Beccair, LLC
Briogeo Don't Despair, Repair!	Singapore	40201915422S	Beccair, LLC
Briogeo Farewell Frizz	China	39352188	Beccair, LLC
Briogeo Farewell Frizz	Singapore	40201915423X	Beccair, LLC
Briogeo Scalp Revival	Australia	2042159	Beccair, LLC
Briogeo Scalp Revival	China	39057107	Beccair, LLC
Briogeo Scalp Revival	Russia	2019752499	Beccair, LLC
Briogeo Scalp Revival	Singapore	40201915421T	Beccair, LLC
Briogeo	Mexico	0119852369412	Beccair, LLC
Briogeo	Mexico	0119852369411	Beccair, LLC
Briogeo Scalp Revival	European Union	018270734	Beccair, LLC