

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM625721

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
STMP, LLC		10/09/2018	Limited Liability Company: DELAWARE
Leathem Stearn		10/09/2018	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA

Name:	Conair Corporation
Street Address:	One Cummings Point Road
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06902
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	4498142	Ü
Registration Number:	5303549	HELLO Ü
Serial Number:	87026369	HELLO Ü
Registration Number:	2115038	SCUNCI
Registration Number:	1612163	SCUNCI
Registration Number:	3124161	SCUNCI
Registration Number:	3331251	SCÜNCI
Registration Number:	4460019	SCÜNCI
Registration Number:	5520343	SCÜNCI SPIRALS
Registration Number:	2564121	U
Registration Number:	4828201	Ü GOT THIS

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: 212 373 3790

Email: jbraibanti@paulweiss.com, mmcguire@paulweiss.com,
 cmannino@paulweiss.com

TRADEMARK

Correspondent Name:	Jill C. Braibanti
Address Line 1:	1285 Avenue of the Americas
Address Line 2:	Paul Weiss Rifkind Wharton &Garrison LLP
Address Line 4:	New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER:	007957-60
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NAME OF SUBMITTER:	Jill C. Braibanti
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SIGNATURE:	/Jill C. Braibanti/
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DATE SIGNED:	02/10/2021
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Total Attachments: 5

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Notice of Grant of Security Interest in Trademarks

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of October 9, 2018 (this "Notice"), made by STMP, a Delaware limited liability company ("STMP") and Leathem Stearn ("Stearn") (each of STMP and Stearn, "Grantor" and collectively, "Grantors"), in favor of Conair Corporation, a Delaware corporation ("Conair").

Reference is made to the Intellectual Property Security Agreement, dated as of October 9, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), made by the Grantors in favor of Conair ("Conair"). The parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Notice and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1 of the Security Agreement also apply to this Notice.

SECTION 2. Grant of Security Interest. As collateral security for the payment, performance and observance of all of the Secured Obligations, each Grantor did, and hereby does, pledge and collaterally assign to Conair (and its agents and designees), and grant to Conair (and its agents and designees), a first priority, perfected, continuing security interest in all of such Grantor's rights, title and interest to, and under any and all of the Trademarks now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the "Trademark Collateral"), including those Trademarks of the United States of America of such Grantor listed on Schedule I; provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any "intent-to-use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of the Lanham Act has been filed, to the extent, if any, that any assignment of an "intent-to-use" application prior to such filing would violate the Lanham Act.

SECTION 3. Security Agreement. The security interests granted to Conair herein are granted in furtherance, and not in limitation of, the security interests granted to Conair pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Conair with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Notice and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Counterparts. This Notice may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which shall be deemed an original, but all of such counterparts taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile or electronic mail (including in PDF format) shall be equally effective as delivery of an original executed counterpart.

SECTION 5. Governing Law. THIS NOTICE SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, EXCEPT AS REQUIRED BY MANDATORY PROVISIONS OF LAW AND EXCEPT TO THE EXTENT THAT THE VALIDITY AND PERFECTION OR THE PERFECTION AND THE EFFECT OF PERFECTION OR NON-PERFECTION OF THE SECURITY INTEREST CREATED HEREBY, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAW OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK.

[No further text on this page; signature pages follow.]

IN WITNESS WHEREOF, each of the parties hereto has caused this Notice to be executed and delivered, as of the date first above written

GRANTORS:

STEARNS

By: 

Leatham Stearn

STMP

STMP, LLC

By: LEATHEM STEARN, its sole Member,

By: 

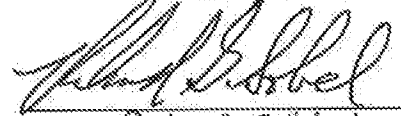
Name: 

Title: 

[Signature Page to Notice of Grant of Security Interest in Trademarks]

CONAIR CORPORATION

By:



Name: Richard G. Sobel

Title: VP & General Counsel

[Signature Page to Notice of Grant of Security Interest in Trademarks]

Schedule I
to Notice of Grant of Security Interest in Trademarks

TRADEMARKS

U.S. Federal Trademark Registrations and Applications:

Country ID	Application #	File Date	Registration #	Registration Date	Mark
UNITED STATES	86/052,917	8/30/2013	4,498,142	3/18/2014	HEART AND UMLAUT LOGO
UNITED STATES	87/975,677	5/5/2016	5,303,549	10/3/2017	HELLO Ü
UNITED STATES	87/026,369	5/5/2016	Pending	Pending	HELLO Ü
UNITED STATES	74/721,440	8/28/1995	2,115,038	11/25/1997	SCÜNCI
UNITED STATES	73/629,379	11/10/1986	1,612,163	9/4/1990	SCÜNCI
UNITED STATES	78/041,062	12/29/2000	3,124,161	8/1/2006	SCÜNCI
UNITED STATES	78/670,398	7/14/2005	3,331,251	11/6/2007	SCÜNCI
UNITED STATES	85/742,364	10/1/2012	4,460,019	12/31/2013	SCÜNCI
UNITED STATES	87/257,631	12/5/2016	5,520,343	7/17/2018	SCÜNCI SPIRALS
UNITED STATES	75/716,601	5/28/1999	2,564,121	4/23/2002	U (WITH UMLAUT)
UNITED STATES	86/327,135	7/2/2014	4,828,201	10/6/2015	U GOT THIS