

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM631038

<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>
COS BAR BRANDS LLC		03/04/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TENGRAM CAPITAL PARTNERS FUND II, L.P.		
<b>Street Address:</b>	15 Riverside Avenue		
<b>City:</b>	Westport		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06880		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5215054	B COS	
<b>Registration Number:</b>	1767801	COS BAR	
<b>Registration Number:</b>	3233452	COS BAR	
<b>Registration Number:</b>	5429229	COS BAR BEAUTY ELEVATED	
<b>Serial Number:</b>	88333848	COS BAR BEAUTY ELEVATED	
<b>Registration Number:</b>	5439050	COS BAR EST. 1976	
<b>Registration Number:</b>	4313704	COSBAR	
<b>Registration Number:</b>	2934771	THE COS BAR COSMETIC BOUTIQUE	
<b>Registration Number:</b>	5352319	D' OLIVES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9175229943		
<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>			
<b>Phone:</b>	(212) 735-8743		
<b>Email:</b>	msegui@morrisoncohen.com		
<b>Correspondent Name:</b>	Kelsi Cronkhite		
<b>Address Line 1:</b>	909 Third Avenue		
<b>Address Line 2:</b>	c/o Morrison Cohen LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10022		

CH \$240.00 5215054

<b>ATTORNEY DOCKET NUMBER:</b>	025209.0020(KCronkhite)
<b>NAME OF SUBMITTER:</b>	Kelsi Cronkhite
<b>SIGNATURE:</b>	/Kelsi Cronkhite/
<b>DATE SIGNED:</b>	03/10/2021

**Total Attachments: 6**

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GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS

March 4, 2021

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, **COS BAR BRANDS LLC**, a Delaware limited liability company (“Grantor”), with a principal place of business located at 1964 Westwood Blvd., Suite 235, Los Angeles, CA 90025, hereby grants to **TENGRAM CAPITAL PARTNERS FUND II, L.P.**, a Delaware limited partnership with offices at 15 Riverside Avenue, Westport, CT 06880 (in its capacity as lender and together with any successors in such capacities, the “Grantee”), a continuing security interest in Grantor’s right, title and interest in, to and under the trademarks, service marks, trade names, business names, trade styles, trade dress, logos, or other source of business identifiers, designs and general intangibles of similar nature, now existing or hereafter adopted or acquired (collectively the “Marks”) and all trademark registrations and trademark applications with respect thereto filed in the United States Patent and Trademark Office as set forth on Schedule A attached hereto, including (i) all rights and privileges arising under applicable law with respect to Grantor’s use of such Marks, (ii) all renewals, supplements and extensions thereof, (iii) any income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, (iv) all rights corresponding thereto throughout the world, (v) the goodwill of the businesses with which the Marks are associated, (vi) all causes of action and rights to sue, whether arising prior to or after the date hereof, for infringement of any of the Marks or unfair competition regarding the same, and (vii) all proceeds and products of the foregoing (collectively the “Trademark Collateral”).

THIS GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (this “Grant”) is made to secure the satisfactory performance and payment of all the Obligations (as such term is defined in that certain Pledge and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified and in effect from time to time, the “Security Agreement”) by and between Grantor and the Grantee). The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement and the other Loan Documents (as such term is defined in the Security Agreement), all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

This Grant of security interest in the Trademark Collateral shall be released upon the payment and performance of the Obligations under, and as defined in, the Security Agreement, whereupon the Grantee shall execute all documents, make all filings, and take all other actions reasonably requested by Grantor to evidence and record the release of the security interest in the Trademark Collateral granted herein.

[Signature page follows]

IN WITNESS WHEREOF, each of the undersigned has duly executed and delivered this Grant as of the date above first written.

**COS BAR BRANDS LLC** as Grantor

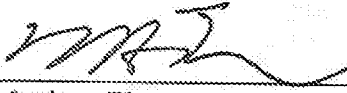
By:  \_\_\_\_\_

Name: Oliver Garfield

Title: Co-President

**TENGRAM CAPITAL PARTNER FUND II, L.P.**, as  
Grantee

By: Tengram Capital Associates II, LLC, its general  
partner

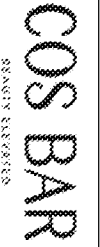
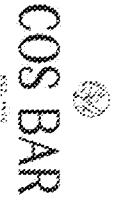
By:   
Name: Matthew Eby  
Title: Authorized Signatory

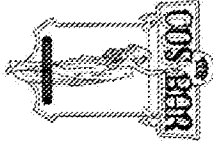
[Signature Page to Grant of Security Interest in United States Trademarks]

**TRADEMARK**  
**REEL: 007216 FRAME: 0568**

**SCHEDULE A**

**Trademarks and Trademark Applications**

<b>Country</b>	<b>Mark</b>	<b>Design</b>	<b>Status</b>	<b>Current Owner</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
United States	B COS		Registered	Cos Bar Brands LLC	5,215,054	05/30/2017
United States	COS BAR		Registered	Cos Bar Brands LLC	1,767,801	04/27/1993
United States	COS BAR		Registered	Cos Bar Brands LLC	3,233,452	04/24/2007
United States	COS BAR BEAUTY ELEVATED		Registered	Cos Bar Brands LLC	5,429,229	03/20/2018
United States	COS BAR BEAUTY ELEVATED		Pending	Cos Bar Brands LLC	88/333,848 (App. No.)	
United States	COS BAR EST. 1976		Registered	Cos Bar Brands LLC	5,439,050	04/03/2018
United States	COSBAR		Registered	Cos Bar Brands LLC	4,313,704	04/02/2013

Country	Mark	Design	Status	Current Owner	Reg. No.	Reg. Date
United States	THE COS BAR COSMETIC BOUTIQUE & Design		Registered	Cos Bar Brands LLC	2,934,771	03/22/2005
United States	D'OLIVES		Registered	Cos Bar Brands LLC	5,352,319	12/05/2017

TRADEMARK  
REEL: 007216 FRAME: 0570