

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM632790

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MANA PRODUCTS, INC. c/o TC Mana Purchaser LLC		02/26/2021	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	WHITE OAK COMMERCIAL FINANCE, LLC		
Street Address:	1155 Avenue of the Americas, 15th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 39			
Property Type	Number	Word Mark	
Registration Number:	4938679	BACK2BLONDE	
Registration Number:	4109070	BEAUTY RULES	
Registration Number:	3674109	BIOLASH	
Registration Number:	3904566	DAILY APPLE	
Registration Number:	3669394	DERMACOVER	
Registration Number:	2234495	DERMACOVER	
Registration Number:	4902156	DO GOOD BE BEAUTIFUL	
Registration Number:	4577334	EVERPRO	
Serial Number:	90072212	EVERPRO	
Registration Number:	5929857	EVERPRO BEAUTY	
Registration Number:	5454974	FILL SEEKER	
Registration Number:	3874223	FOCUS ON	
Registration Number:	5085087	GRAY AWAY	
Registration Number:	3276046	HUSH	
Registration Number:	2085572	I NATURAL	
Registration Number:	3712442	I NATURAL	
Registration Number:	3777027	MANA	
Registration Number:	3765835	MANA	
Serial Number:	88032205	M.FACTORY	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4672043	NEVER LET THEM SEE YOUR ROOTS
Serial Number:	87077361	PULSE BEAUTY
Registration Number:	4039410	SKINPULSE
Registration Number:	5166687	WE SEE BEAUTY
Registration Number:	3584764	ATMOSPHERE
Registration Number:	3908472	LIFTOXYL
Registration Number:	3035846	LIP LOCK
Registration Number:	4071891	MANE BOOST
Registration Number:	3680980	MINERAL PHOTO TOUCH
Registration Number:	2851782	PROFOUND
Registration Number:	3917529	PROFOUND BEAUTY
Registration Number:	1808304	RETEXTURCREME
Registration Number:	1719776	RETEXTUREYES
Registration Number:	3908497	SKINSYNC
Registration Number:	3570786	SUPERWEAR
Registration Number:	2617418	YOUR NAME
Registration Number:	3752320	YOUR NAME
Registration Number:	2623988	YOUR NAME PROFESSIONAL BRANDS
Registration Number:	4757710	JUNETICS
Registration Number:	5120638	JUNETICS

CORRESPONDENCE DATA

Fax Number: 6106401965
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: 6106405800
Email: trademarks@stradley.com
Correspondent Name: Stradley Ronon Stevens & Young, LLP
Address Line 1: Donna Marie Davidson
Address Line 2: 30 Valley Stream Parkway
Address Line 4: Malvern, PENNSYLVANIA 19355

ATTORNEY DOCKET NUMBER:	190329-0004
NAME OF SUBMITTER:	Donna Marie Davidson
SIGNATURE:	/Donna Marie Davidson/
DATE SIGNED:	03/18/2021

Total Attachments: 10
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the 26th day of February, 2021, by and among **WHITE OAK COMMERCIAL FINANCE, LLC**, a Delaware limited liability company, its successors and assigns (“**Lender**”), and each of the parties identified on the signature pages hereof as a “**Grantor**” (individually, each a “**Grantor**” and collectively, “**Grantors**”).

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodation to Grantors and certain of Grantors’ Affiliates (the “**Loans**”) in the amounts and manner set forth in that certain Loan and Security Agreement, dated as of the date hereof, by and among Lender, Grantors and the other Loan Parties party thereto (as the same may be amended, modified or supplemented from time to time, the “**Loan Agreement**”); capitalized terms used herein are used as defined in the Loan Agreement). Lender is willing to make the Loans to Grantors and the other Loan Parties, but only upon the condition, among others, that Grantors shall grant to Lender a security interest in certain Copyrights, Trade Secrets, Trademarks and Patents (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, each Grantor has granted to Lender a security interest in all of Grantors’ right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, each Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, each Grantor grants and pledges to Lender a security interest in all of Grantors’ right, title and interest in, to and under its Intellectual Property (as defined in the Loan Agreement), including, without limitation, the following:

- (a) Any and all Copyrights, now or hereafter existing, created, acquired or held, including without limitation those set forth on **Exhibit A** attached hereto (collectively, the “**Copyrights**”);
- (b) Any and all Trade Secrets;
- (c) Any and all design rights that may be available to Grantors now or hereafter existing, created, acquired or held;
- (d) All Patents, including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on **Exhibit B** attached hereto (collectively, the “**Patents**”);
- (e) Any Trademarks, including without limitation those set forth on **Exhibit C** attached hereto (collectively, the “**Trademarks**”);
- (f) [reserved];
- (g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;
- (h) All Intellectual Property Licenses;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trade Secrets, Patents or Trademarks; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement. The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Lender of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies. This Intellectual Property Security Agreement shall be governed by the internal law of the State of New York without regard to conflicts of law provisions.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

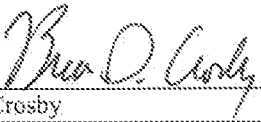
GRANTORS:

MANA PRODUCTS, INC.,
a New York corporation

By:

Name:

Title:



Brian Crosby

President

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 007224 FRAME: 0439

LENDER:

WHITE OAK COMMERCIAL FINANCE, LLC,
a Delaware limited liability company

DocuSigned by:
Martin F. Efron
By: _____
Name: Martin F. Efron
Title: Executive Vice President

EXHIBIT A

Copyrights

EXHIBIT B
Patents

Owner	File/Ref Number	Previous Ref. No.	Application Number	Filing Date	Title	Technology Description	Country	Patent Number	Grant Date	Expiration Date (Assuming all maintenance fees paid)
Mana Products, Inc.	23028.3.100.USU1	MANNA.100PA	14/049,782	10/9/2013	PRESSED COSMETIC POWDER CAKE DEVICES AND METHODS	Pressed powder cake that includes a concave well to permit mixing the material with water by a user	US	9119454	9/1/2015	10/9/2033
Mana Products, Inc.	23028.4.101.USE1	MANNA.101DE	29/468,950	10/4/2013	PRESSED COSMETIC POWDER CAKE, POWDER CAKE CONTAINER AND CASE ASSEMBLY	Pressed powder cake that includes a concave well to permit mixing the material with water by a user	US	D746,514	12/29/2015	12/29/2030
Mana Products, Inc.	23028.5.102.USCI	MANNA.102CI	16/199,084	11/23/2018	ROOT TOUCH-UP POWDER: COMPOSITIONS, DEVICES, METHODS AND PRODUCT	Powdered composition for applying to hair roots to match dyed hair color	US			11/11/2035 (assuming grant)
Mana Products, Inc.	23028.6.103.USCI	MANNA.103C2	16/376,424	4/5/2019	HAIR DENSIFYING AGENT AND DISPENSER	Powdered composition for spraying onto hair to make thinning hair appear thicker	US			12/28/2036 (assuming grant)
Mana Products, Inc.	23028.15.105.USCIP1	MANNA.105CIP	16/735,343	1/6/2020	DRY COMPOSITION FOR REMOVING OILS FROM HAIR AND METHODS FOR FABRICATION OF DRY COMPOSITIONS	Dry shampoo composition provided in a stick form (like a deodorant stick) to apply to hair to absorb oils from hair.	US			10/04/2038 (assuming grant)
Mana Products, Inc.	23028.11.105.PCT1	MANNA.105PCT	PCT/US2019/59278	10/31/2019	DRY COMPOSITION FOR REMOVING OILS FROM HAIR AND METHODS FOR FABRICATION OF DRY COMPOSITIONS	Dry shampoo composition provided in a stick form (like a deodorant stick) to apply to hair to absorb oils from hair.	WO			10/31/2039 (assuming grant)

Mana Products, Inc.	23028.9.108.USCI	MANA.108C1	16/252.937	1/21/2019	COMPOSITIONS, DEVICES AND METHODS FOR TREATING HAIR	A spray on dry shampoo material that is based on a fluoropolymer composition. Composition is sprayed on, rubbed in, and shaken or combed out. Improves shine and volume of hair.	US			01/10/2038 (assuming grant)
Mana Products, Inc.	23028.10.USE1	MANA.117DE	29/266.374	9/19/2006	Cosmetic Case	Ornamental design for a rectangular cosmetic case	US	D553.799	10/23/2007	10/23/2022
Mana Products, Inc.	23028.13.124.USP1	MANA.124P1	17/084.516	10/29/2019	COMPOSITIONS FOR PROTECTING SKIN FROM UV LIGHT	Sunblock composition utilizing modified Titanium Dioxide materials that are tan in color rather than white to avoid chalky residue common to other sunblocks	US			10/29/2040 (assuming grant and full term)

EXHIBIT C

Trademarks

OWNER	TRADEMARK	COUNTRY	CLASS	APP. NO	APP. DATE	REG NO	REG. DATE	STATUS
Mana Products, Inc.	EVERPRO	Australia	3	1226723	Oct-17-2014	1663751	May-21-2015	Registered
Mana Products, Inc.	ILLUMIDERM	Australia	3	1221376	Jan-29-2008	1221376	Sep-1-2008	Registered
Mana Products, Inc.	ZERO GREY	Australia	3	1758163	Mar-10-2016	1758163	Nov-16-2016	Registered
Mana Products, Inc.	PROFOUND BEAUTY	Australia	3	1121473	Jun-30-2006	1121473	Jun-30-2006	Registered
Mana Products, Inc.	JUNETICS	Australia	3	1241030	Nov-11-2014	1685035	Jul-15-2015	Registered
Mana Products, Inc.	EVERPRO	Brazil	3	908491077	Oct-23-2014	908491077	May-15-2018	Registered
Mana Products, Inc.	JUNETICS	Brazil	3	908709293	Dec-4-2014	908709293	Jan-22-2019	Registered
Mana Products, Inc.	ILLUMIDERM	Canada	3	1380837	Jan-25-2008	TMA755139	Dec-11-2009	Registered
Mana Products, Inc.	PROFOUND	Canada		1168195	Feb-21-2003	723686	Sep-15-2008	Registered
Mana Products, Inc.	YOUR NAME COSMETICS	Canada	42	0578383	Feb-17-1987	TMA336979	Feb-12-1988	Registered
Mana Products, Inc.	JUNETICS	Canada	3	1704608	Nov-26-2014	997099	May-18-2018	Registered
Mana Products, Inc.	DAILY APPLE	China	3	10314817	Dec-16-2011	10314817	Apr-28-2013	Registered
Mana Products, Inc.	EVERPRO	China	3	1226723	Oct-17-2014	1226723	Oct-12-2015	Registered
Mana Products, Inc.	JUNETICS	China	3	1241030	Nov-11-2014	1241030	Dec-9-2015	Registered
Mana Products, Inc.	BACK2BLONDE	Colombia	3	1665955	Mar-15-2016	558876	Jan-23-2017	Registered
Mana Products, Inc.	EVERPRO	Colombia	3	1226723	Oct-17-2014	1226723	Sep-22-2017	Registered
Mana Products, Inc.	BACK2BLONDE	EUTM	3	015198336	Mar-9-2016	015198336	Aug-1-2016	Registered
Mana Products, Inc.	EVERPRO	EUTM	3	1226723	Oct-17-2014	1226723	Mar-15-2017	Registered
Mana Products, Inc.	EVERPRO BEAUTY	EUTM	3	015198294	Mar-9-2016	015198294	Aug-11-2016	Registered
Mana Products, Inc.	FILL SEEKER	EUTM	3	1362902	Jul-20-2017	1362902	Feb-2-2018	Registered
Mana Products, Inc.	ILLUMIDERM	EUTM	3	947129	Dec-5-2007	947129	Dec-18-2008	Registered
Mana Products, Inc.	ZERO GREY	EUTM	3	015198328	Mar-9-2016	015198328	Feb-9-2017	Registered
Mana Products, Inc.	JUNETICS	EUTM	3	1241030	Nov-11-2014	1241030	Feb-9-2016	Registered
Mana Products, Inc.	DAILY APPLE (Series)	Hong Kong	3	302114243	Dec-15-2011	302114243	Dec-15-2011	Registered
Mana Products, Inc.	ILLUMIDERM	Hong Kong	3	301042361	Jan-29-2008	301042361	Jan-29-2008	Registered
Mana Products, Inc.	EVERPRO	India	3	1226723	Oct-17-2014	1226723	Aug-26-2017	Registered
Mana Products, Inc.	JUNETICS	India	3	1241030	Nov-11-2014	2986535	Sep-10-2016	Registered
Mana Products, Inc.	DAILY APPLE	Japan	3	2011-93572	Dec-27-2011	5500646	Jun-15-2012	Registered
Mana Products, Inc.	EVERPRO	Japan	3	1226723	Oct-17-2014	1226723	Apr-30-2015	Registered
Mana Products, Inc.	ILLUMIDERM	Japan	3	20089138	Feb-8-2008	5158433	Aug-8-2008	Registered
Mana Products, Inc.	JUNETICS	Japan	3	1241030	Nov-11-2014	1241030	Sep-3-2015	Registered
Mana Products, Inc.	FILL SEEKER	Kuwait	3	192242	Jul-23-2017	158993	Apr-5-2019	Registered
Mana Products, Inc.	EVERPRO	Mexico	3	1226723	Oct-17-2014	1553524	Jul-28-2015	Registered
Mana Products, Inc.	JUNETICS	Mexico	3	1241030	Nov-11-2014	1609297	May-3-2016	Registered
Mana Products, Inc.	BACK2BLONDE	Russian Federation	3	2016707920	Mar-16-2016	615517	May-4-2017	Registered
Mana Products, Inc.	EVERPRO	Russian Federation	3	1226723	Oct-17-2014	1226723	Nov-24-2015	Registered
Mana Products, Inc.	GRAY AWAY	Russian Federation	3	2016707917	Mar-16-2016	612428	Apr-10-2017	Registered
Mana Products, Inc.	ZERO GREY	Russian Federation	3	2016707919	Mar-16-2016	615516	May-4-2017	Registered
Mana Products, Inc.	JUNETICS	Russian Federation	3	1241030	Nov-11-2014	1241030	Feb-26-2016	Registered
Mana Products, Inc.	BACK2BLONDE	Saudi Arabia	3	1437017054	May-1-2016	1437017054	Aug-11-2016	Registered
Mana Products, Inc.	EVERPRO	Saudi Arabia	3	1437017053	May-1-2016	1437017053	Aug-11-2016	Registered
Mana Products, Inc.	FILL SEEKER	Saudi Arabia	3	1438026610	Aug-27-2017	1438026610	Nov-20-2017	Registered
Mana Products, Inc.	GRAY AWAY	Saudi Arabia	3	1437017052	May-1-2016	1437017052	Aug-11-2016	Registered
Mana Products, Inc.	BACK2BLONDE	South Africa	3	201606816	Mar-11-2016			Pending
Mana Products, Inc.	EVERPRO	South Africa	3	201606814	Mar-11-2016			Pending

OWNER	TRADEMARK	COUNTRY	CLASS	APP. NO	APP. DATE	REG NO	REG. DATE	STATUS
Mana Products, Inc.	BACK2BLONDE	United Arab Emirates	3	251562	Apr-6-2016	251562	Jun-11-2017	Registered
Mana Products, Inc.	EVERPRO	United Arab Emirates	3	251561	Apr-6-2016	251561	Jun-11-2017	Registered
Mana Products, Inc.	FILL SEEKER	United Arab Emirates	3	276731	Jul-19-2017	276731	Jan-22-2018	Registered
Mana Products, Inc.	GRAY AWAY	United Arab Emirates	3	252825	Apr-28-2016	252825	Mar-19-2018	Registered
Mana Products, Inc.	FILL SEEKER	United Kingdom	3	1362902	Jul-20-2017	1362902	Dec-5-2017	Registered
Mana Products, Inc.	BACK2BLONDE	United States of America	3	86608540	Apr-24-2015	4938679	Apr-12-2016	Registered
Mana Products, Inc.	BEAUTY RULES	United States of America	3	77481870	May-22-2008	4109070	Mar-6-2012	Registered
Mana Products, Inc.	BIOLASH	United States of America	3	77482154	May-23-2008	3674109	Aug-25-2009	Registered
Mana Products, Inc.	DAILY APPLE	United States of America	3	77033831	Nov-1-2006	3904566	Jan-11-2011	Registered
Mana Products, Inc.	DERMACOVER	United States of America	3	77696079	Mar-20-2009	3669394	Aug-18-2009	Registered
Mana Products, Inc.	DERMACOVER	United States of America	3	74653764	Mar-30-1995	2234495	Mar-23-1999	Registered
Mana Products, Inc.	DO GOOD BE BEAUTIFUL	United States of America	3	85685310	Jul-24-2012	4902156	Feb-16-2016	Registered
Mana Products, Inc.	EVERPRO	United States of America	3	85982173	Jun-25-2013	4577334	Jul-29-2014	Registered
Mana Products, Inc.	EVERPRO	United States of America	3	90072212	Jul-24-2020			Pending
Mana Products, Inc.	EVERPRO BEAUTY	United States of America	3	87929625	May-21-2018	5929857	Dec-10-2019	Registered
Mana Products, Inc.	FILL SEEKER	United States of America	3	87429890	Apr-28-2017	5454974	Apr-24-2018	Registered
Mana Products, Inc.	FOCUS ON	United States of America	3	77694111	Mar-18-2009	3874223	Nov-9-2010	Registered
Mana Products, Inc.	GRAY AWAY	United States of America	3	86802748	Oct-28-2015	5085087	Nov-22-2016	Registered
Mana Products, Inc.	HUSH	United States of America	3	78244420	May-1-2003	3276046	Aug-7-2007	Registered
Mana Products, Inc.	I NATURAL	United States of America	3	75085558	Apr-9-1996	2085572	Aug-5-1997	Registered
Mana Products, Inc.	I NATURAL	United States of America	3	77097042	Feb-1-2007	3712442	Nov-17-2009	Registered
Mana Products, Inc.	MANA	United States of America	40, 42	77720894	Apr-23-2009	3777027	Apr-20-2010	Registered
Mana Products, Inc.	MANA	United States of America	3	77380629	Jan-25-2008	3765835	Mar-30-2010	Registered
Mana Products, Inc.	M FACTORY	United States of America	3	88032205	Jul-10-2018			Pending
Mana Products, Inc.	NEVER LET THEM SEE YOUR ROOTS	United States of America	3	85317685	May-11-2011	4672043	Jan-13-2015	Registered
Mana Products, Inc.	PULSE BEAUTY	United States of America	3	87077361	Jun-20-2016			Pending
Mana Products, Inc.	SKINPULSE	United States of America	3	85071837	Jun-25-2010	4039410	Oct-11-2011	Registered
Mana Products, Inc.	WE SEE BEAUTY	United States of America	3	86013512	Jul-18-2013	5166687	Mar-21-2017	Registered
Mana Products, Inc.	ATMOSPHERE	United States of America	3	78840834	Mar-19-2006	3584764	Mar-3-2009	Registered

OWNER	TRADEMARK	COUNTRY	CLASS	APP. NO	APP. DATE	REG NO	REG. DATE	STATUS
Mana Products, Inc.	LIFTOXYL	United States of America	3	77596596	Oct-20-2008	3908472	Jan-18-2011	Registered
Mana Products, Inc.	LIP LOCK	United States of America	3	78564635	Feb-10-2005	3035846	Dec-27-2005	Registered
Mana Products, Inc.	MANE BOOST	United States of America	3	85210592	Jan-5-2011	4071891	Dec-13-2011	Registered
Mana Products, Inc.	MINERAL PHOTO TOUCH	United States of America	3	77478728	May-20-2008	3680980	Sep-8-2009	Registered
Mana Products, Inc.	PROFOUND	United States of America	3	76976345	Apr-2-2002	2851782	Jun-8-2004	Registered
Mana Products, Inc.	PROFOUND BEAUTY	United States of America	3	77621161	Nov-24-2008	3917529	Feb-8-2011	Registered
Mana Products, Inc.	RETEXTURCREME	United States of America	3	74232053	Dec-20-1991	1808304	Nov-30-1993	Registered
Mana Products, Inc.	RETEXTUREYES	United States of America	3	74232045	Dec-20-1991	1719776	Sep-29-1992	Registered
Mana Products, Inc.	SKINSYNC	United States of America	3	77619554	Nov-21-2008	3908497	Jan-18-2011	Registered
Mana Products, Inc.	SUPERWEAR	United States of America	3	78644490	Jun-6-2005	3570786	Feb-3-2009	Registered
Mana Products, Inc.	YOUR NAME	United States of America	35, 40	76237109	Apr-6-2001	2617418	Sep-10-2002	Registered
Mana Products, Inc.	YOUR NAME	United States of America	3	77813135	Aug-26-2009	3752320	Feb-23-2010	Registered
Mana Products, Inc.	YOUR NAME PROFESSIONAL BRANDS	United States of America	40, 41	76237110	Apr-6-2001	2623988	Sep-24-2002	Registered
Mana Products, Inc.	JUNETICS	United States of America	3	86976364	Jun-19-2014	4757710	Jun-16-2015	Registered
Mana Products, Inc.	JUNETICS	United States of America	35	86779166	Oct-6-2015	5120638	Jan-10-2017	Registered
Mana Products, Inc.	EVERPRO	WIPO	3	1226723	Oct-17-2014	1226723	Oct-17-2014	Registered
Mana Products, Inc.	FILL SEEKER	WIPO	3	1362902	Jul-20-2017	1362902	Jul-20-2017	Registered
Mana Products, Inc.	ILLUMIDERM	WIPO	3	947129	Dec-5-2007	947129	Dec-5-2007	Registered
Mana Products, Inc.	JUNETICS	WIPO	3	1241030	Nov-11-2014	1241030	Nov-11-2014	Registered