

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM663442

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BOBO SIMPLIFIED SKIN LLC		07/26/2021	Limited Liability Company: CALIFORNIA
BOCO MAXX LABS, LLC		07/26/2021	Limited Liability Company: CALIFORNIA
BOCO RESTORATION ROCKSTAR, LLC		07/26/2021	Limited Liability Company: CALIFORNIA
1934 IT HAPPENED ONE NIGHT LLC		07/26/2021	Limited Liability Company: DELAWARE
1929 BROADWAY MELODY LLC		07/26/2021	Limited Liability Company: DELAWARE
1933 CAVALCADE LLC		07/26/2021	Limited Liability Company: DELAWARE
1936 THE GREAT ZIEGFELD, LLC		07/26/2021	Limited Liability Company: DELAWARE
1935 MUTINY ON THE BOUNTY LLC		07/26/2021	Limited Liability Company: DELAWARE
1937 THE LIFE OF EMILE ZOLA LLC		07/26/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	CREDIT SUISSE AG, NEW YORK BRANCH, as Agent
Street Address:	11 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank: SWITZERLAND

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Serial Number:	88823107	SIMPLIFIED SKIN
Serial Number:	87803121	MAXX LABS
Serial Number:	87539596	PRIORITY SERVICE NOW
Serial Number:	87139674	VULVA HARMONY
Serial Number:	87139697	SIGNATURE BLACK BOTTLE

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86947164	KRONING SIGNATURE BLACK BOTTLE
Serial Number:	86947184	BLOOM KRANS
Serial Number:	86740307	PURETHENTIC NATURALS
Serial Number:	86692220	WICK & STRÖM
Serial Number:	88571295	MOM HARMONY
Serial Number:	86667627	PHYTOWORX
Serial Number:	90446139	ULTIMATE MALE PERFORMANCE
Serial Number:	90130082	RED WOLF
Serial Number:	88817576	RED VIPER
Serial Number:	88817614	MAJOR LOAD
Serial Number:	88573562	BULL BLOOD
Serial Number:	88573616	MALE EXXTRA
Serial Number:	87630421	OSYRIS NUTRITION LAB
Serial Number:	87695343	VITAL VITAMINS
Serial Number:	87602660	ALOONO
Serial Number:	88125001	ASTERWOOD NATURALS
Serial Number:	88760676	NATURE'S BASE

CORRESPONDENCE DATA

Fax Number: 3129021061

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: 312-577-8438

Email: raquel.haleem@katten.com

Correspondent Name: Raquel Haleem c/o Katten Muchin Rosenman

Address Line 1: 525 West Monroe Street

Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER:	Raquel Haleem
SIGNATURE:	/Raquel Haleem/
DATE SIGNED:	07/29/2021

Total Attachments: 14

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”), dated as of July 26, 2021, by BOBO SIMPLIFIED SKIN LLC, BOCO MAXX LABS, LLC, BOCO RESTORATION ROCKSTAR, LLC, 1934 IT HAPPENED ONE NIGHT LLC, 1929 BROADWAY MELODY LLC, 1933 CAVALCADE LLC, 1936 THE GREAT ZIEGFELD, LLC, 1935 MUTINY ON THE BOUNTY LLC, and 1937 THE LIFE OF EMILE ZOLA LLC (each individually a “**Grantor**” and collectively, the “**Grantors**”) in favor of CREDIT SUISSE AG, NEW YORK BRANCH (the “**Agent**”) for the secured parties referred to below. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement, as defined below.

WHEREAS:

A. Reference is made to that certain (i) Guaranty and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), entered into by and among the Grantors, the Agent and the other parties party thereto which secures certain now existing and future arising obligations owing to the Secured Parties (as defined in the Security Agreement) under the Transaction Documents as provided in the Security Agreement;

B. Pursuant to the Security Agreement, each Grantor is required to execute and deliver to the Agent this Agreement;

C. Pursuant to the terms of the Security Agreement, each Grantor has granted to the Agent, for the benefit of the Secured Parties, a security interest in substantially all the assets of such Grantor, including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of the Obligations (as defined in the Security Agreement).

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor hereby grants to the Agent, for the benefit of the Secured Parties, to secure the Obligations, a continuing security interest in all of such Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

1. all of its United States and foreign trademark and trademark application, including, without limitation, all of its United States federally registered trademark and trademark application referred to in Schedule 1 annexed hereto;
2. all extensions or renewals of any of the foregoing;
3. all of the goodwill of the business connected with the use of and symbolized by the foregoing;
4. the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill; and
5. all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit (items 1 through 5 being herein collectively referred to as the “**Trademark Collateral**”).

This security interest is granted in conjunction with the security interests granted to the Agent, for itself and on behalf of the other Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark 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. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Security Agreement.

THIS AGREEMENT IS GOVERNED BY THE LAWS OF THE STATE OF NEW YORK IN RELIANCE ON NEW YORK GENERAL OBLIGATIONS LAW SECTION 5-1401, WITHOUT GIVING EFFECT TO ITS CHOICE OF LAW PROVISIONS THAT WOULD RESULT IN APPLICATION OF THE LAWS OF A DIFFERENT JURISDICTION. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY CLAIM TO ASSERT THAT THE LAW OF ANY OTHER JURISDICTION GOVERNS THIS AGREEMENT.

BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE NONEXCLUSIVE JURISDICTION OF THE SUPREME COURT OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE EXTENT PERMITTED BY LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT SHALL AFFECT ANY RIGHT THAT AGENT OR ANY LENDER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AGAINST BORROWER OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same Agreement. Delivery by facsimile or by e-mail transmission of an Adobe portable document format file (also known as a "PDF" file) of an executed signature page of this Agreement shall be effective as delivery of an executed counterpart hereof.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

BOBO SIMPLIFIED SKIN LLC

By: Adam Epstein

Name: Adam Epstein

Title: Authorized Signatory

BOCO MAXX LABS, LLC

By: *Adam Epstein*

Name: Adam Epstein

Title: Authorized Signatory

BOCO RESTORATION ROCKSTAR, LLC

By: Adam Epstein

Name: Adam Epstein

Title: Authorized Signatory

1934 IT HAPPENED ONE NIGHT LLC

By: Adam Epstein

Name: Adam Epstein

Title: Authorized Signatory

1929 BROADWAY MELODY, LLC

By: *Adam Epstein*

Name: Adam Epstein

Title: Authorized Signatory

1936 THE GREAT ZIEGFELD LLC

By: *Adam Epstein*

Name: Adam Epstein

Title: Authorized Signatory

1933 CAVALCADE LLC

By: *Adam Epstein*

Name: Adam Epstein

Title: Authorized Signatory

1935 MUTINY ON THE BOUNTY LLC

By: Adam Epstein

Name: Adam Epstein

Title: Authorized Signatory


1937 THE LIFE OF EMILE ZOLA LLC

By: *Adam Epstein*

Name: Adam Epstein


Title: Authorized Signatory

CREDIT SUISSE AG, NEW YORK BRANCH

By:  _____

Name: Enrique Flores

Title: Vice President


Patrick J. Hart
Director

**SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT**

Trademark Collateral

Mark	Application No.	Application Date	Registration No.	Registration Date	Status of Mark	Owner/Applicant
SIMPLIFIEDSKIN	88823107	3/5/20	6188683	11/3/20	Registered	BOBO Simplified Skin LLC
MAXX LABS	87803121	2/20/18	5760530	5/28/19	Registered	BOCO Maxx Labs, LLC
PRIORITY SERVICE NOW	87539596	7/24/17	5416518	3/6/18	Registered	BOCO Restoration Rockstar, LLC
VULVA HARMONY	87139674	8/16/16	5175904	4/4/17	Registered	BOCO Restoration Rockstar, LLC
SIGNATURE BLACK BOTTLE	87139697	8/16/16	5185129	4/18/17	Registered	BOCO Restoration Rockstar, LLC
KRONING SIGNATURE BLACK BOTTLE	86947164	3/21/16	5077192	11/8/16	Registered	BOCO Restoration Rockstar, LLC
BLOOM KRANS	86947184	3/21/16	5081034	11/15/16	Registered	BOCO Restoration Rockstar, LLC
PURETHENTIC NATURALS	86740307	8/28/15	4955478	5/10/16	Registered	BOCO Restoration Rockstar, LLC
WICK & STRÖM	86692220	7/14/15	4940057	4/19/16	Registered	BOCO Restoration Rockstar, LLC
MOM HARMONY	88571295	8/8/19	6203342	11/24/20	Registered	BOCO Restoration Rockstar, LLC
PHYTOWORX	86667627	6/18/15	4889504	1/19/19	Registered	1934 It Happened One Night LLC
ULTIMATE MALE PERFORMANCE	90446139	1/3/21	N/A	N/A	Pending	1929 Broadway Melody LLC
RED WOLF	90130082	8/21/20	N/A	N/A	Published (Pending)	1929 Broadway Melody LLC
RED VIPER	88817576	3/2/20	6157405	9/22/20	Registered	1929 Broadway Melody, LLC
MAJOR LOAD	88817614	3/2/20	6188660	11/3/20	Registered	1929 Broadway Melody, LLC
BULL BLOOD	88573562	8/9/19	6099410	7/14/20	Registered	1929 Broadway Melody, LLC
MALE EXXTRA	88573616	8/9/19	6006856	3/10/20	Registered	1929 Broadway Melody, LLC
OSYRIS NUTRITION LAB	87630421	10/2/17	5474460	5/22/18	Registered	1929 Broadway Melody, LLC
VITAL VITAMINS	87695343	11/22/17	5537383	8/7/18	Registered	1933 Cavalcade
ALOONO	87602660	9/11/17	5452072	4/24/18	Registered	1936 The Great

Mark	Application No.	Application Date	Registration No.	Registration Date	Status of Mark	Owner/ Applicant
						Ziegfeld, LLC
ASTERWOOD NATURALS	88125001	9/20/18	5750482	5/14/19	Registered	1935 Mutiny on the Bounty LLC
NATURE'S BASE	88760676	1/15/20	6113163	7/28/20	Registered	1937 The Life of Emile Zola LLC