

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM666022

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
EWC P&T, LLC		08/09/2021	Limited Liability Company: FLORIDA

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Collateral Agent
Street Address:	101 N. Tryon Street
Internal Address:	Mail Code NC1-001-05-13
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255-0001
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 42

Property Type	Number	Word Mark
Registration Number:	6245917	C 135°
Registration Number:	6397147	C 135°
Registration Number:	5766973	AX THE PINK TAX
Registration Number:	5596921	MASK ME
Registration Number:	5772480	SASSY STRUT
Registration Number:	5342789	UNAPOLOGETICALLY CONFIDENT
Registration Number:	5342742	LOVE AT FIRST WAX
Registration Number:	5947081	REVEAL ME
Registration Number:	5064427	BROW PALS
Registration Number:	5969980	RENEW ME
Registration Number:	5969979	SMOOTH ME
Registration Number:	5059673	OH MY BROW!
Registration Number:	5312559	READY. SET. BROW!
Registration Number:	5649627	GRACEFUL STRUT
Registration Number:	5224260	SENSUAL STRUT
Registration Number:	5355619	WHERE BUSINESS MEETS BEAUTIFUL SKIN
Registration Number:	5161638	COMFORT BLEND
Registration Number:	5105640	STRUT SMOOTHLY

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5346636	STRUT 365
Registration Number:	5172028	STRUT LAVISHLY
Registration Number:	5156668	STRUT BOLDLY
Registration Number:	5064960	SUCHA TWEEZE
Registration Number:	5182020	BROWFECTION
Registration Number:	4643946	WALK IN STRUT OUT
Registration Number:	4603144	REVEALING BEAUTIFUL SKIN
Registration Number:	4717281	STRUT
Registration Number:	4487315	EUROPEAN WAX CENTER
Registration Number:	4603986	EUROPEAN WAX CENTER
Registration Number:	4603987	EUROPEAN WAX CENTER
Registration Number:	4387463	EUROPEAN WAX CENTER
Registration Number:	4387464	EUROPEAN WAX CENTER
Registration Number:	4413176	EUROPEAN WAX CENTER
Registration Number:	4257793	EWC
Registration Number:	4440945	WAXING FOR ALL
Registration Number:	4254688	COMFORT WAX
Registration Number:	3790189	THE ULTIMATE WAX EXPERIENCE
Registration Number:	3921531	THE SECRET IS IN THE WAX
Registration Number:	3281599	WAX PASS
Registration Number:	3097087	EUROPEAN WAX CENTER
Registration Number:	5909670	PARADISE STRUT
Serial Number:	88436027	EUROPEAN WAX CENTER
Registration Number:	4404744	4 STEPS TO GORGEOUS

CORRESPONDENCE DATA

Fax Number: 2127514864

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: 2129061216

Email: angela.amaru@lw.com

Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru

Address Line 1: 1271 Avenue of the Americas

Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER:	042525-0285
NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/s/ Angela M. Amaru
DATE SIGNED:	08/09/2021

Total Attachments: 8

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FORM OF NOTICE OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This NOTICE OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), dated as of August 9, 2021 is made by EWC P&T, LLC, a Florida limited liability company (the “Grantor”), in favor of Bank of America, N.A., as collateral agent (in such capacity, together with its successors and permitted assigns in such capacity, the “Collateral Agent”) for the benefit of the Secured Parties. Reference is made to that certain Credit Agreement, dated as of August 9, 2021 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among EW Intermediate Holdco, LLC, a Delaware limited liability company, EW Holdco, LLC, a Delaware limited liability company, the lenders party thereto and Bank of America, N.A., as Administrative Agent, Collateral Agent and a Letter of Credit Issuer.

W I T N E S S E T H:

WHEREAS, the Grantor has executed and delivered that certain Security Agreement, dated as of August 9, 2021 in favor of the Collateral Agent (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in all Intellectual Property, including the Trademarks, that is not Excluded Property.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of the Agent and the other Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Security Agreement.

2. Grant of Security Interest. The Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in all of the Grantor’s right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), together with all rights to sue at law or in equity or otherwise recover for any past, present and future infringement, dilution, misappropriation, violation, unfair competition or other impairment thereof, including the right to receive all Proceeds therefrom (collectively, the “Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of the Grantor’s “intent to use” such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed under 15 U.S.C. §1501(d) and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent for the benefit of the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and

conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. . Delivery of an executed counterpart of a signature page to this Agreement or any such amendments, waivers, consents or supplements by facsimile, “.PDF” (“PDF”) or any other electronic transmission shall be effective as delivery of an original executed counterpart hereof or thereof. The words “execution,” “signed,” “signature,” and words of like import in this Agreement shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

6. Governing Law: This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

EWC P&T LLC,
as Grantor

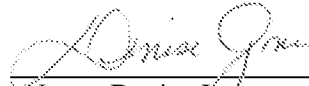
By: 
Name: Gavin O'Connor
Title: Chief Legal Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007383 FRAME: 0280

BANK OF AMERICA, N.A.,
as Collateral Agent

By:



Name: Denise Jones
Title: Vice President







SCHEDULE A

U.S. Trademark Registrations and Trademark Applications

Trademark Registrations:

Trademark	Application No./ Filing Date	Reg. No./ Reg. Date	Owner
C 135° C 135°	87947096 04-JUN-2018	6245917 12-JAN-2021	EWC P&T, LLC
C 135° Stylized 	88398596 23-APR-2019	6397147 22-JUN-2021	EWC P&T, LLC
AX THE PINK TAX AX THE PINK TAX	87859498 02-APR-2018	5766973 04-JUN-2019	EWC P&T LLC
MASK ME MASK ME	87569960 15-AUG-2017	5596921 30-OCT-2018	EWC P&T, LLC
SASSY STRUT SASSY STRUT	87564108 10-AUG-2017	5772480 11-JUN-2019	EWC P&T, LLC
UNAPOLOGETICALLY CONFIDENT <small>UNAPOLOGETICALLY CONFIDENT</small>	87460615 23-MAY-2017	5342789 21-NOV-2017	EWC P&T, LLC
LOVE AT FIRST WAX LOVE AT FIRST WAX	87383559 23-MAR-2017	5342742 21-NOV-2017	EWC P&T, LLC
REVEAL ME REVEAL ME	87041243 18-MAY-2016	5947081 31-DEC-2019	EWC P&T, LLC
BROW PALS BROW PALS	87041268 18-MAY-2016	5064427 18-OCT-2016	EWC P&T, LLC
RENEW ME RENEW ME	87041261 18-MAY-2016	5969980 28-JAN-2020	EWC P&T, LLC

SMOOTH ME SMOOTH ME	87041249 18-MAY-2016	5969979 28-JAN-2020	EWC P&T, LLC
OH MY BROW! OH MY BROW!	87036666 13-MAY-2016	5059673 11-OCT-2016	EWC P&T, LLC
READY. SET. BROW! READY. SET. BROW!	87036656 13-MAY-2016	5312559 17-OCT-2017	EWC P&T, LLC
GRACEFUL STRUT GRACEFUL STRUT	86953433 25-MAR-2016	5649627 08-JAN-2019	EWC P&T, LLC
SENSUAL STRUT SENSUAL STRUT	86953482 25-MAR-2016	5224260 13-JUN-2017	EWC P&T, LLC
WHERE BUSINESS MEETS BEAUTIFUL SKIN <small>WHERE BUSINESS MEETS BEAUTIFUL SKIN</small>	86794682 21-OCT-2015	5355619 12-DEC-2017	EWC P&T, LLC
COMFORT BLEND COMFORT BLEND	86528914 09-FEB-2015	5161638 14-MAR-2017	EWC P&T, LLC
STRUT SMOOTHLY STRUT SMOOTHLY	86517953 29-JAN-2015	5105640 20-DEC-2016	EWC P&T, LLC
STRUT 365 STRUT 365	86517929 29-JAN-2015	5346636 28-NOV-2017	EWC P&T, LLC
STRUT LAVISHLY STRUT LAVISHLY	86518082 29-JAN-2015	5172028 28-MAR-2017	EWC P&T, LLC
STRUT BOLDLY STRUT BOLDLY	86518106 29-JAN-2015	5156668 07-MAR-2017	EWC P&T, LLC
SUCHA TWEeze SUCHA TWEeze	86518116 29-JAN-2015	5064960 18-OCT-2016	EWC P&T, LLC
BROWFECTION BROWFECTION	86434175 24-OCT-2014	5182020 11-APR-2017	EWC P&T, LLC
WALK IN STRUT OUT WALK IN STRUT OUT	86170135 20-JAN-2014	4643946 25-NOV-2014	EWC P&T, LLC

REVEALING BEAUTIFUL SKIN REVEALING BEAUTIFUL SKIN	86095757 18-OCT-2013	4603144 09-SEP-2014	EWC P&T, LLC
STRUT STRUT	86045983 23-AUG-2013	4717281 07-APR-2015	EWC P&T, LLC
EUROPEAN WAX CENTER 	85834132 28-JAN-2013	4487315 25-FEB-2014	EWC P&T, LLC
EUROPEAN WAX CENTER 	85809275 21-DEC-2012	4603986 16-SEP-2014	EWC P&T, LLC
EUROPEAN WAX CENTER 	85809287 21-DEC-2012	4603987 16-SEP-2014	EWC P&T, LLC
EUROPEAN WAX CENTER 	85809299 21-DEC-2012	4387463 20-AUG-2013	EWC P&T, LLC
EUROPEAN WAX CENTER 	85809311 21-DEC-2012	4387464 20-AUG-2013	EWC P&T, LLC
4 STEPS TO GORGEOUS 4 STEPS TO GORGEOUS	85768828 01-NOV-2012	4404744 17-SEP-2013	EWC P&T, LLC
EUROPEAN WAX CENTER 	85688706 27-JUL-2012	4413176 08-OCT-2013	EWC P&T, INC.
EWC EWC	85667710 03-JUL-2012	4257793 11-DEC-2012	EWC P&T, LLC
WAXING FOR ALL WAXING FOR ALL	85606589 24-APR-2012	4440945 26-NOV-2013	EWC P&T, LLC
COMFORT WAX COMFORT WAX	85314534 06-MAY-2011	4254688 04-DEC-2012	EWC P&T, LLC

THE ULTIMATE WAX EXPERIENCE THE ULTIMATE WAX EXPERIENCE	77844507 08-OCT-2009	3790189 18-MAY-2010	EWC P&T, LLC
THE SECRET IS IN THE WAX THE SECRET IS IN THE WAX	77523191 16-JUL-2008	3921531 22-FEB-2011	EWC P&T, LLC
WAX PASS WAX PASS	77027131 23-OCT-2006	3281599 21-AUG-2007	EWC P&T, LLC
EUROPEAN WAX CENTER EUROPEAN WAX CENTER	76589752 29-APR-2004	3097087 30-MAY-2006	EWC P&T, LLC
PARADISE STRUT PARADISE STRUT	88088653 22-AUG-2018	5909670 12-NOV-2019	EWC P&T, LLC

Trademark Applications:

Trademark	Application No./Filing Date	Owner
EUROPEAN WAX CENTER EUROPEAN WAX CENTER	88436027 17-MAY-2019	EWC P&T, LLC