

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM672875

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Star Creations, LLC		08/17/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Sterling National Bank		
Street Address:	One Jericho Plaza		
Internal Address:	Suite 304		
City:	Jericho		
State/Country:	NEW YORK		
Postal Code:	11753		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	2339212	MOP	
Registration Number:	2416439	ABBA	
Registration Number:	3466955	C-SYSTEM	
Registration Number:	3467338	ABBA PURE PERFORMANCE HAIR CARE	
Registration Number:	3467736	COMMITMENT TO PURITY	
Registration Number:	4306730	PROQUINOA COMPLEX	
Registration Number:	4310630		
Registration Number:	5947654	TRUE SHAPES	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	harvey.epstein@rivkin.com		
Correspondent Name:	Harvey Epstein		
Address Line 1:	926 RXR Plaza		
Address Line 2:	Rivkin Radler LLP		
Address Line 4:	Uniondale, NEW YORK 11556		
ATTORNEY DOCKET NUMBER:	9334-28		

OP \$215.00 2339212

NAME OF SUBMITTER:	Harvey Epstein
SIGNATURE:	/Harvey Epstein/
DATE SIGNED:	09/07/2021
Total Attachments: 3 source=03 Grant of Security Interest Stars Creations Trademarks#page1.tif source=03 Grant of Security Interest Stars Creations Trademarks#page2.tif source=03 Grant of Security Interest Stars Creations Trademarks#page3.tif	

GRANT OF SECURITY INTEREST (TRADEMARKS)

The undersigned, STARS CREATIONS, LLC, a Delaware limited liability company (the "*Grantor*"), is obligated to STERLING NATIONAL BANK (the "*Secured Party*") pursuant to that certain Loan and Security Agreement dated as of August 17, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the "*Loan Agreement*"), by and among the Grantor, certain of Grantor's affiliates, STARZ HOLDINGS, LLC, a Delaware limited liability company (the "*Borrower*") and the Secured Party.

Pursuant to the Loan Agreement, the Grantor has granted to the Secured Party a security interest in and to all of the right, title and interest of the Grantor in and to the trademarks listed on Schedule 1, which trademarks are registered or pending registration in the United States Patent and Trademark Office (the "*Trademarks*"), together with all goodwill associated therewith or symbolized thereby and all other assets, rights and interests that uniquely reflect or embody such goodwill and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "*Collateral*"), to secure the prompt payment, performance and observance of the Obligations (as defined in the Loan Agreement).

For good and valuable consideration, the receipt of which is hereby acknowledged, and for the purpose of recording the grant of the security interest as aforesaid, the Grantor does hereby further grant to the Secured Party a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations (as defined in the Loan Agreement).

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Collateral made and granted hereby are set forth in the Loan Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Grant of Security Interest may be executed in counterparts, each of which will be deemed to be an original copy of this document and, when taken together, will be deemed to constitute one and the same document. Facsimile signature, scanned .pdf signature or other electronic signature pages shall be binding on the parties to the terms and conditions of this Grant of Security Interest. All parties shall tender and exchange original signature page(s) promptly after tendering any facsimile, scanned .pdf signature, or other electronic signature pages to Secured Party's counsel; provided, however, the failure of any party to tender such original signature page(s) after tendering any facsimile, scanned .pdf or other electronic signature page(s) shall not affect the enforceability of this document.

The Secured Party's address is: One Jericho Plaza, Suite 304, Jericho, New York 11753.

[Signature Page Follows]

**SCHEDULE 1
TO
GRANT OF SECURITY INTEREST (TRADEMARKS)
BY
STARS CREATIONS, LLC**

Dated as of August 17, 2021

Trademarks

Stars Creations, LLC

Mark	Country	Status	Application No.	Filing Date	Reg. No.	Reg. Date
MOP	UNITED STATES	REGISTERED	75/480,959	5/7/1998	2,339,212	4/4/2000
ABBA	UNITED STATES	REGISTERED	75/653,138	3/3/1999	2,416,439	12/26/2000
C-SYSTEM	UNITED STATES	REGISTERED	77/333,001	11/19/2007	3,466,955	7/15/2008
ABBA PURE PERFORMANCE HAIR CARE	UNITED STATES	REGISTERED	77/337,909	11/27/2007	3,467,338	7/15/2008
COMMITMENT TO PURITY & Design	UNITED STATES	REGISTERED	77/366,614	1/8/2008	3,467,736	7/15/2008
PROQUINOA COMPLEX	UNITED STATES	REGISTERED	85/621,999	5/10/2012	4,306,730	3/19/2013
LEAF DESIGN	UNITED STATES	REGISTERED	85/622,005	5/10/2012	4,310,630	3/26/2013
TRUE SHAPES	UNITED STATES	REGISTERED	88/221,977	12/8/2018	5,947,654	12/31/2019