

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM672876

<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>
Keratin Holdings LLC		08/17/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Sterling National Bank		
<b>Street Address:</b>	One Jericho Plaza		
<b>Internal Address:</b>	Suite 304		
<b>City:</b>	Jericho		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	11753		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 25</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3849854	INTENSE RX	
<b>Registration Number:</b>	4564415	KERAHOLD	
<b>Registration Number:</b>	4234533	KERATIN PERFECT	
<b>Registration Number:</b>	4287568	KERATIN COMPLEX	
<b>Registration Number:</b>	4226994	BLONDESHELL	
<b>Registration Number:</b>	4369149	IT'S A BLONDE THING	
<b>Registration Number:</b>	4227439	KERAWHIP	
<b>Registration Number:</b>	4363133	KERATIN COMPLEX	
<b>Registration Number:</b>	4322379	CONDITIONS AS IT COLORS	
<b>Registration Number:</b>	4322389	KERATIN LIGHTENING SYSTEM	
<b>Registration Number:</b>	4326105	TRIPLE PROTEIN PROTECTION	
<b>Registration Number:</b>	5086918	METAMORFIX	
<b>Registration Number:</b>	5073586	SALON CONNEXIONS	
<b>Registration Number:</b>	5073587	TIMELESS COLOR	
<b>Registration Number:</b>	5091490	KERABRILLIANCE	
<b>Registration Number:</b>	4631150	EXPRESS BLOW OUT	
<b>Registration Number:</b>	5086969	VITALSHOT	
<b>Registration Number:</b>	5499674	PERSONALIZED BLOW OUT	
<b>TRADEMARK</b>			

OP \$640.00 3849854

Property Type	Number	Word Mark
Registration Number:	5692295	PHYTOFRUIT BLEND
Registration Number:	5531843	KERALUMINOUS
Registration Number:	5531844	GRAFFITIGLAM
Registration Number:	5916525	KERATIN OBSESSED
Registration Number:	6003830	KCMAX
Registration Number:	5899055	KERATIN PERFECT
Registration Number:	6165839	KCSMOOTH

**CORRESPONDENCE DATA**

**Fax Number:**

*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.*

**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

<b>ATTORNEY DOCKET NUMBER:</b>	9334-28
<b>NAME OF SUBMITTER:</b>	Harvey Epstein
<b>SIGNATURE:</b>	/Harvey Epstein/
<b>DATE SIGNED:</b>	09/07/2021

**Total Attachments: 4**

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GRANT OF SECURITY INTEREST (TRADEMARKS)

The undersigned, KERATIN HOLDINGS 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]

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest (Trademarks) to be duly executed by its duly authorized officer as of the 17th day of August, 2021.

KERATIN HOLDINGS LLC,  
a Delaware limited liability company

By:   
Name: Robert P. McGrath  
Title: Authorized Signatory

STATE OF New Jersey )  
COUNTY OF Monmouth ) ss.:

On the 17 day of August, 2021, before me, the undersigned, a notary public in and for said state, personally appeared ROBERT P. MCGRATH personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose names) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signatures) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

  
Notary Public

OXANA INSULL  
Notary Public - State of New Jersey  
My Commission Expires Nov 26, 2024

[Sterling/Starz Holdings, LLC- Grant of Trademark Security Interest Signature Page (Keratin Holdings LLC)]

**SCHEDULE 1  
TO  
GRANT OF SECURITY INTEREST (TRADEMARKS)  
BY  
KERATIN HOLDINGS LLC**

Dated as of August 17, 2021

Trademarks

Keratin Holdings LLC

Mark	Country	Status	Application No.	Filing Date	Reg. No.	Reg. Date
INTENSE RX	UNITED STATES	REGISTERED	77/929,024	2/5/2010	3849854	9/21/2010
KERAHOLD	UNITED STATES	REGISTERED	85/116,747	8/26/2010	4564415	7/8/2014
KERATIN PERFECT	UNITED STATES	REGISTERED	85/158,715	10/22/2010	4,234,533	10/30/2012
KERATIN COMPLEX	UNITED STATES	REGISTERED	85/366,147	7/8/2011	4287568	2/12/2013
BLONDESHELL	UNITED STATES	REGISTERED	85/370,578	7/13/2011	4226994	10/16/2012
IT'S A BLONDE THING	UNITED STATES	REGISTERED	85/407,565	8/25/2011	4369149	7/16/2013
KERAWHIP	UNITED STATES	REGISTERED	85/431,558	9/26/2011	4227439	10/16/2012
KERATIN COMPLEX & Design	UNITED STATES	REGISTERED	85/491,953	12/9/2011	4363133	7/9/2013
CONDITIONS AS IT COLORS	UNITED STATES	REGISTERED	85/615,584	5/3/2012	4322379	4/16/2013
KERATIN LIGHTENING SYSTEM	UNITED STATES	REGISTERED	85/623,992	5/14/2012	4322389	4/16/2013
TRIPLE PROTEIN PROTECTION	UNITED STATES	REGISTERED	85/638,266	5/30/2012	4326105	4/23/2013
METAMORFIX	UNITED STATES	REGISTERED	85/933,889	5/16/2013	5086918	11/22/2016
SALON CONNEXIONS	UNITED STATES	REGISTERED	86/062,700	9/12/2013	5073586	11/1/2016
TIMELESS COLOR	UNITED STATES	REGISTERED	86/062,713	9/12/2013	5073587	11/1/2016
KERABRILLIANCE	UNITED STATES	REGISTERED	86/105,143	10/30/2013	5091490	11/29/2016

Mark	Country	Status	Application No.	Filing Date	Reg. No.	Reg. Date
EXPRESS BLOW OUT	UNITED STATES	REGISTERED	86/110,969	11/5/2013	4631150	11/4/2014
VITALSHOT	UNITED STATES	REGISTERED	86/128,123	11/25/2013	5086969	11/22/2016
PERSONALIZED BLOW OUT	UNITED STATES	REGISTERED	87/304,054	1/17/2017	5499674	6/19/2018
PHYTOFRUIT BLEND	UNITED STATES	REGISTERED	87/304,157	1/17/2017	5692295	3/5/2019
KERALUMINOUS	UNITED STATES	REGISTERED	87/628,268	9/29/2017	5,531,843	7/31/2018
GRAFFITIGLAM	UNITED STATES	REGISTERED	87/628,302	9/29/2017	5,531,844	7/31/2018
KERATIN OBSESSED	UNITED STATES	REGISTERED	88/219,219	12/6/2018	5,916,525	11/19/2019
KCMAX	UNITED STATES	REGISTERED	88/274,480	1/24/2019	6,003,830	3/3/2020
KERATIN PERFECT & Design	UNITED STATES	REGISTERED	88/294,471	2/8/2019	5,899,055	10/29/2019
KCSMOOTH	UNITED STATES	REGISTERED	88/728,437	12/16/2019	6,165,839	9/29/2020