

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM682437

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the security interest erroneously filed against Reg. Nos. 770080, 1428955, 1771001, 2913140, 4257771, 4800448, and 4717667 previously recorded on Reel 007320 Frame 0251. Assignor(s) hereby confirms the Trademark Security Agreement.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TCP HRB IP, LLC		06/07/2021	Limited Liability Company: DELAWARE
TCP HOT IP LLC		06/07/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	150 East 42nd Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 119

Property Type	Number	Word Mark
Registration Number:	3765457	ABSOLUTE STYLING
Registration Number:	4932848	ACTIVE BOTANICALS
Registration Number:	0658904	ALBERTO VO5
Registration Number:	3249975	ALBERTO VO5
Registration Number:	3252296	ALBERTO VO5
Registration Number:	4324878	BEACHY MEGA WAVES
Registration Number:	5886551	BRRRRR!
Registration Number:	6048388	CLEAN SLATE
Registration Number:	4521950	CLIMASHIELD
Registration Number:	0834134	COAST
Registration Number:	1007242	COAST
Registration Number:	3373546	CONDITIONING SILK
Registration Number:	5201336	DEOPURE
Registration Number:	5068143	EMERALD BURST
Registration Number:	5209355	EXTREME SPORT

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2451916	FREE ME FREESIA
Registration Number:	5004288	FRUITBOOST
Registration Number:	5886552	FZZZZ!
Registration Number:	2809154	GIGA.HOLD
Registration Number:	3917719	GROWWORKS
Registration Number:	3917720	GROWWORKS STOP THE BREAKAGE LOVE THE GROW
Registration Number:	6048389	HAPPY PLACE
Registration Number:	5138165	HEROIC
Registration Number:	3109379	HIGH BEAMS
Registration Number:	4846934	HYDRO REPAIR
Registration Number:	4362991	INVISIBLE DRY SPRAY SHAMPOO
Registration Number:	2754744	KIWI & LIME SQUEEZE
Registration Number:	4521948	L.A. LOOKS
Registration Number:	3211480	L.A. LOOKS ABSOLUTE STYLING
Registration Number:	1640149	LA BELLA
Registration Number:	3210950	LA L.A. LOOKS
Registration Number:	2418727	LINIMENTO OBRERO
Registration Number:	5587621	MOODBOOST
Registration Number:	4479061	PLAY IT BIG
Registration Number:	1678229	RAVE
Registration Number:	4239588	S-G
Registration Number:	1767851	SALON GRAFIX
Registration Number:	5892078	SALON TESTED. NYC APPROVED.
Registration Number:	5711254	SGX NYC
Registration Number:	2447071	SHEER HAIR DRESSING
Registration Number:	2155482	SHOWER WORKS
Registration Number:	5881156	SO WHIPPED
Registration Number:	4991718	SOFT & DRI DRIGEL
Registration Number:	5881154	THE BODYGUARD
Registration Number:	6048387	THE DO-IT-ALL
Registration Number:	2658434	THE EYE OPENER!
Registration Number:	5881155	THE PIECE-MAKER
Registration Number:	2432453	THICKER FULLER HAIR
Registration Number:	3849582	THICKER FULLER HAIR
Registration Number:	6059564	THICKER FULLER HAIR
Registration Number:	2670748	
Registration Number:	2452017	TOTAL HAIR RECOVERY
Registration Number:	0822537	VO5

Property Type	Number	Word Mark
Registration Number:	1449193	VO5
Registration Number:	4401025	VO5 SALON SERIES
Registration Number:	5257624	VO5 SOLUTIONS
Registration Number:	0770080	WHITE RAIN
Registration Number:	1428955	WHITE RAIN
Registration Number:	1771001	WHITE RAIN
Registration Number:	2913140	WHITE RAIN
Registration Number:	4257771	WHITE RAIN
Registration Number:	4800448	WHITE RAIN KIDS
Registration Number:	4717667	WHITE RAIN KIDS
Registration Number:	1765195	WHITEWATER FRESH
Registration Number:	4676173	ZERO FRIZZ THE SCIENCE OF SMOOTH
Registration Number:	1817322	ZERO-FRIZZ
Registration Number:	2813144	ZEST
Registration Number:	2943108	ZEST
Registration Number:	0586227	ZEST
Registration Number:	4471377	ZEST FOR MEN
Registration Number:	4522271	ZESTFULLY CLEAN
Registration Number:	0656715	AMMENS
Registration Number:	2742594	BEAUTY OF CHOICE
Registration Number:	1532528	BELSON
Registration Number:	4713810	BLUE WAVE
Registration Number:	3389511	BRUT
Registration Number:	0787281	BRUT
Registration Number:	3101278	BRUT
Registration Number:	1845003	ESSENCE OF MAN
Registration Number:	6181322	BRUT
Registration Number:	4551533	BRUT
Registration Number:	1255749	BRUT 33
Registration Number:	3092665	
Registration Number:	1236967	
Registration Number:	3071609	BRUT
Registration Number:	3110588	BRUT RACING
Registration Number:	3184991	BRUT REVOLUTION
Registration Number:	4559677	BRUT THE ESSENCE OF MAN
Registration Number:	1012632	CONDITION
Registration Number:	2900613	CONDITION 3-IN-1
Registration Number:	0865904	FINAL NET

Property Type	Number	Word Mark
Registration Number:	1589639	FINAL NET
Registration Number:	5237847	INFUSIUM
Registration Number:	3947945	I-23 COMPLEX
Registration Number:	1279523	INFUSIUM 23
Registration Number:	1207737	INFUSIUM 23
Registration Number:	1437004	INFUSIUM 23
Registration Number:	1504502	INFUSIUM 23
Registration Number:	5277142	LOVE ME GUARANTEE
Registration Number:	1360024	OGILVIE
Registration Number:	2830156	OGILVIE
Registration Number:	1189689	PERT
Registration Number:	0739170	PERT
Registration Number:	1574237	PERT PLUS
Registration Number:	1166031	PRECISELY RIGHT
Registration Number:	2528434	SKINMILK
Registration Number:	1027163	SURE
Registration Number:	3676196	RAISE YOUR HAND IF YOU'RE SURE
Registration Number:	0713279	SURE
Registration Number:	2418345	SURE ADVANTAGE
Registration Number:	1818339	TRI-GUARD
Registration Number:	3607603	TRI-GUARD
Registration Number:	2423891	TRIMAX
Serial Number:	88838616	UGEN
Registration Number:	3004817	V VITALIS
Registration Number:	0595310	V-7
Registration Number:	0333125	VITALIS
Registration Number:	2998079	VITAPOINTE
Registration Number:	0586661	VITAPOINTE

CORRESPONDENCE DATA

Fax Number: 9494754754

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: 949-451-3800

Email: skann@gibsondunn.com

Correspondent Name: Stephanie Kann

Address Line 1: 3161 Michelson Drive

Address Line 2: Gibson, Dunn & Crutcher LLP

Address Line 4: Irvine, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER:	93018-00025
NAME OF SUBMITTER:	Stephanie Kann
SIGNATURE:	/stephanie kann/
DATE SIGNED:	10/20/2021

Total Attachments: 19

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is entered into as of June 7, 2021, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association ("Secured Party", as hereinafter further defined).

WITNESSETH:

WHEREAS, Secured Party has agreed to make certain financial accommodations available to Grantors from time to time pursuant to the terms and conditions of the Credit Agreement, dated as of April 20, 2020, by and among Secured Party, Grantors and certain affiliates of Grantors (as the same may be modified, amended, supplemented or restated from time to time, the "Credit Agreement");

WHEREAS, the Secured Party is willing to make the financial accommodations to Grantors as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors and certain affiliates of Grantors shall have executed and delivered to Secured Party, the Security Agreement, dated as of April 20, 2020 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Credit Agreement, Grantors are required to execute and deliver to Secured Party this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1.2 of the Security Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis. "Secured Party" means Wells Fargo Bank, National Association, individually, and whether as Lender, the issuer or confirming bank with respect to any Letter of Credit, provider of Bank Products or otherwise and in its capacity as agent for any affiliate of Wells Fargo Bank, National Association that is at any time owed any Bank Product Obligations, which affiliates shall be deemed hereby to have appointed Wells Fargo Bank, National Association as agent for purposes of the security interests granted hereunder.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns as collateral, and pledges to Secured Party, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License;

provided that notwithstanding anything contained in this Agreement to the contrary, the term "Trademark Collateral" shall not include any Excluded Property.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Secured Party, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Secured Party unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.


7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, ETC. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING GOVERNING LAW, FORUM NON CONVENIENS, WAIVER OF JURY TRIAL, SUBMISSION TO JURISDICTION AND WAIVER OF CLAIMS SET FORTH IN SECTION 8 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[signature page follows]

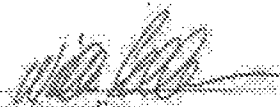
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

TCP HRB IP, LLC

By: 
Name: William Sweedler
Title: President and Chief Executive Officer

TCP HOT IP LLC

By: 
Name: William Sweedler
Title: President and Chief Executive Officer

SECURED PARTY:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By: _____
Name: _____
Title: _____

[Signature Page to Trademark Security Agreement (High Ridge)]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

TCP HRB IP, LLC

By: _____
Name: _____
Title: _____

TCP HOT IP LLC

By: _____
Name: _____
Title: _____

SECURED PARTY:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: **Jennifer Nass** _____
Name: Jennifer Nass
Title: Authorized Signatory

Digitally signed by Jennifer Nass
Date: 2021.08.13 12:05:36 -0400