

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM685176

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
1930 ALL QUIET ON THE WESTERN FRONT LLC		11/01/2021	Limited Liability Company: DELAWARE
1931 CIMARRON LLC		11/01/2021	Limited Liability Company: DELAWARE
1932 GRAND HOTEL LLC		11/01/2021	Limited Liability Company: DELAWARE
1928 WINGS LLC		11/01/2021	Limited Liability Company: DELAWARE
1938 YOU CAN'T TAKE IT WITH YOU LLC		11/01/2021	Limited Liability Company: DELAWARE
1940 REBECCA LLC		11/01/2021	Limited Liability Company: DELAWARE
1941 HOW GREEN WAS MY VALLEY LLC		11/01/2021	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

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

## PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	5597526	ATHENA FUTURES
Registration Number:	5200834	FLYBY
Registration Number:	5201291	FOR A MORNING AS GOOD AS LAST NIGHT
Registration Number:	5547535	LUNA
Registration Number:	5564502	LUNA WELLNESS
Serial Number:	87097287	TUB CUBBY
Serial Number:	90328201	SNUGGY BEAR FACE MASKS
Serial Number:	87546013	HAIR VIGOR
Serial Number:	87387584	EYELASH SURGE

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	87387521	EYE BLOOM
Serial Number:	87301569	HAIR PLUSH
Serial Number:	86154711	ULTRAX LABS
Serial Number:	86667571	HAIR SURGE
Serial Number:	86667491	HAIR RUSH
Serial Number:	87164994	DELTA GENESIS
Serial Number:	87165034	BEARD GROW XL
Serial Number:	87758981	BEARD ROAR XL
Serial Number:	87416974	BEARD FLUX XL
Serial Number:	87301655	BEARD BOLT
Serial Number:	87733224	AMPLICELL
Serial Number:	87755114	LUNA WELLNESS
Serial Number:	88928378	FLYBY
Serial Number:	88873593	LUNA
Serial Number:	88894313	DENNE
Serial Number:	88626177	ACCUGUN
Serial Number:	88612808	RESIP

**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:	11/02/2021

**Total Attachments: 12**

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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”), dated as of November 1, 2021, by 1930 ALL QUIET ON THE WESTERN FRONT LLC, 1931 CIMARRON LLC, 1932 GRAND HOTEL LLC, 1928 WINGS LLC, 1938 YOU CAN’T TAKE IT WITH YOU LLC, 1940 REBECCA LLC, and 1941 HOW GREEN WAS MY VALLEY 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]**

**1941 HOW GREEN WAS MY VALLEY LLC**

By: Adam Epstein

Name: Adam Epstein

Title: Authorized Signatory

**1940 REBECCA LLC**

By: Adam Epstein

Name: Adam Epstein

Title: Authorized Signatory

**1938 YOU CAN'T TAKE IT WITH YOU LLC**

By: Adam Epstein

Name: Adam Epstein

Title: Authorized Signatory



**1928 WINGS LLC**

By: Adam Epstein

Name: Adam Epstein

Title: Authorized Signatory

**1932 GRAND HOTEL LLC**

By: Adam Epstein

Name: Adam Epstein

Title: Authorized Signatory

**1931 CIMARRON LLC**

By: Adam Epstein

Name: Adam Epstein

Title: Authorized Signatory

**1930 ALL QUIET ON THE WESTERN FRONT  
LLC**

By: Adam Epstein

Name: Adam Epstein

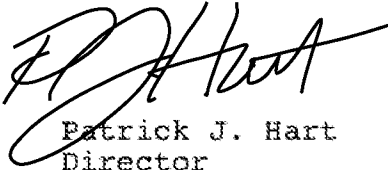
Title: Authorized Signatory

**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**

	<b>Owner</b>	<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Application Number</b>	<b>Application Date</b>
1.	1930 All Quiet on the Western Front LLC	TUB CUBBY	5155013	--	87097287	--
2.	1930 All Quiet on the Western Front LLC	Snuggly Bear Face Masks	--	--	90328201	--
3.	1931 Cimarron LLC	Hair Vigor	--	--	87546013	--
4.	1931 Cimarron LLC	Eyelash Surge	5419749	--	87387584	--
5.	1931 Cimarron LLC	Eye Bloom	5328142	--	87387521	--
6.	1931 Cimarron LLC	Hair Plush	5284532	--	87301569	--
7.	1931 Cimarron LLC	Ultrax Labs	4677597	--	86154711	--
8.	1931 Cimarron LLC	Hair Surge	5420837	--	86667571	--
9.	1931 Cimarron LLC	Hair Rush	4918173	--	86667491	--
10.	1932 Grand Hotel LLC	Delta Genesis	5181464	--	87164994	--
11.	1932 Grand Hotel LLC	Beard Grow XL	5421052	--	87165034	--
12.	1932 Grand Hotel LLC	Beard Roar XL	6044885	--	87758981	--
13.	1932 Grand Hotel LLC	Beard Flux XL	5329328	--	87416974	--
14.	1932 Grand Hotel LLC	Beard Bolt	5280146	--	87301655	--
15.	1928 Wings LLC	AmpliCell	5624062	--	87733224	--
16.	1938 You Can't Take It with You LLC	"ATHENA FUTURES"	5597526	--	N/A	--
17.	1940 Rebecca LLC	Luna	--	--	88873593	--
18.	1940 Rebecca LLC	Denne	--	--	88894313	--
19.	1940 Rebecca LLC	Luna Wellness*	--	--	87755114	--
20.	1941 How Green Was My Valley LLC	Flyby*	--	--	88928378	--

	Owner	Trademark	Registration Number	Registration Date	Application Number	Application Date
21.	1941 How Green Was My Valley LLC	Flyby*	--	--	88928378	--
22.	1941 How Green Was My Valley LLC	FLYBY	5,200,834	May 9, 2017	--	--
23.	1941 How Green Was My Valley LLC	FOR A MORNING AS GOOD AS LAST NIGHT	5,201,291	May 9, 2017	--	--
24.	1941 How Green Was My Valley LLC	LUNA	--	--	88/873,593	April 15, 2020
25.	1941 How Green Was My Valley LLC	DENNE	--	--	88894313	April 29, 2020
26.	1941 How Green Was My Valley LLC	FLYBY	--	--	88/928,378	May 21, 2020
27.	1941 How Green Was My Valley LLC	LUNA	5,547,535	August 21, 2018	--	--
28.	1941 How Green Was My Valley LLC	ACCUGUN	--	--	88/626,177	Sept. 22, 2019
29.	1941 How Green Was My Valley LLC	Resip	--	--	88/612,808	Sept. 11, 2019
30.	1941 How Green Was My Valley LLC	LUNA WELLNESS	5,564,502	Sept. 18, 2018	--	--