

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM727766

<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>
AWARE PRODUCTS, LLC		05/13/2022	Limited Liability Company: CALIFORNIA
CBI LABORATORIES, INC.		05/13/2022	Corporation: DELAWARE
COSMETIC ESSENCE, LLC		05/13/2022	Limited Liability Company: DELAWARE
MARIETTA CORPORATION		05/13/2022	Corporation: NEW YORK
VEE PAK, LLC		05/13/2022	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WILMINGTON TRUST, NATIONAL ASSOCIATION		
<b>Street Address:</b>	50 SOUTH SIXTH STREET		
<b>Internal Address:</b>	SUITE 1290		
<b>City:</b>	MINNEAPOLIS		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55402		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 39</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3376680	ADVANCED VOLUMIZING SYSTEM	
<b>Registration Number:</b>	2448437	AROMAE	
<b>Registration Number:</b>	5467791	AWARE BRANDING	
<b>Registration Number:</b>	3546140	AWARE PERSONALIZED BRANDING	
<b>Registration Number:</b>	5005683	AWARE PRODUCTS	
<b>Registration Number:</b>	5618711	BECOME A BRAND	
<b>Registration Number:</b>	3099489	BOTANICAL BIO-PEPTIDE CONCENTRATE	
<b>Registration Number:</b>	2692969	CEI	
<b>Registration Number:</b>	3232868	CLUB AWARE	
<b>Registration Number:</b>	4298696	COLOR RETENTION SYSTEM QUENCH	
<b>Registration Number:</b>	3621576	COLOR RETENTION SYSTEM WITH STRANDGUARD	
<b>Registration Number:</b>	2690649	COSMETIC ESSENCE	

CH \$990.00 3376680

Property Type	Number	Word Mark
Registration Number:	1823542	CREDENTIALS
Registration Number:	3285890	EXPANSION TECHNOLOGY
Registration Number:	2304271	FOR YOU. FOR THE EARTH.
Registration Number:	1701293	FRESH 'N' MINTY
Registration Number:	3084474	GRAPE WINE PEEL
Registration Number:	4386531	MARIETTA
Registration Number:	3363764	OPTIONS RX
Registration Number:	3971305	PAYA
Registration Number:	2168558	PROTERRA
Registration Number:	3172120	SERENE ELEMENTS
Registration Number:	3066918	SHIO DORO
Registration Number:	1901113	SKINWEAR
Registration Number:	5049967	SPA 360
Registration Number:	3539751	STRANDGUARD COMPLEX
Registration Number:	1898492	SUN & SAND
Registration Number:	2661830	VEEPAK
Registration Number:	6196111	VOYANT BEAUTY
Registration Number:	6186010	VOYANT BEAUTY
Registration Number:	6495060	DOVELOK
Registration Number:	6245898	ENVIR-OOO
Registration Number:	6396576	EXPERIENCE THE DIFFERENCE
Registration Number:	6396575	MARIETTA
Registration Number:	6401463	OPTIMACLEAN
Serial Number:	97150320	INFLUENCE. BECOME. BE. A BRAND
Serial Number:	90814602	DURALOK
Serial Number:	90535309	VERSALOK
Serial Number:	90535307	VERSALOK

#### **CORRESPONDENCE DATA**

**Fax Number:** 3105572193

*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:** 310-557-2900

**Email:** KLATHROP@PROSKAUER.COM

**Correspondent Name:** PROSKAUER ROSE LLP

**Address Line 1:** 2029 CENTURY PARK EAST, SUITE 2400

**Address Line 2:** C/O KIMBERLEY A. LATHROP

**Address Line 4:** LOS ANGELES, CALIFORNIA 90067

<b>ATTORNEY DOCKET NUMBER:</b>	86733.002
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<b>NAME OF SUBMITTER:</b>	Kimberley A. Lathrop
<b>SIGNATURE:</b>	/Kimberley A. Lathrop/
<b>DATE SIGNED:</b>	05/13/2022
<b>Total Attachments: 9</b> source=Voyant - Grant of Security Interest in Trademark Rights [Executed]#page1.tif source=Voyant - Grant of Security Interest in Trademark Rights [Executed]#page2.tif source=Voyant - Grant of Security Interest in Trademark Rights [Executed]#page3.tif source=Voyant - Grant of Security Interest in Trademark Rights [Executed]#page4.tif source=Voyant - Grant of Security Interest in Trademark Rights [Executed]#page5.tif source=Voyant - Grant of Security Interest in Trademark Rights [Executed]#page6.tif source=Voyant - Grant of Security Interest in Trademark Rights [Executed]#page7.tif source=Voyant - Grant of Security Interest in Trademark Rights [Executed]#page8.tif source=Voyant - Grant of Security Interest in Trademark Rights [Executed]#page9.tif	

SECURITY AND PLEDGE AGREEMENT

Grant of Security Interest in Trademark Rights

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of May 13, 2022 is made by the parties identified as "Grantors" on the signature pages hereto and such other parties as may become Grantors after the date hereof (individually a "Grantor", and collectively the "Grantors") in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, in its capacity as administrative agent (together with its successors and assigns, in such capacity, the "Administrative Agent") for the benefit of the Secured Parties from time to time party to that certain Credit and Guaranty Agreement, dated as of May 13, 2022 as may be amended, amended and restated, joined, supplemented or otherwise modified from time to time, the "Credit Agreement"), among VOYANT BEAUTY HOLDINGS, INC., a Delaware corporation ("Holdings"), VOYANT BEAUTY, INC., a Delaware corporation ("Voyant"), each other Subsidiary of Holdings identified on the signature pages thereof as "Borrowers" (together with Voyant, individually and collectively, the "Borrower"), the Guarantors (as defined therein) from time to time party thereto, the Lenders (as defined therein) from time to time party thereto and the Administrative Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have agreed to make Term Loans and provide other financial accommodations to the Grantors upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantors have executed and delivered a Security and Pledge Agreement, dated as of May 13, 2022 (as may be amended, amended and restated, joined, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Administrative Agent for the benefit of the Secured Parties;

WHEREAS, pursuant to the Security Agreement, the Grantors have pledged and granted to the Administrative Agent for the benefit of the Secured Parties, a continuing security interest in all Intellectual Property, including the Trademarks and Trademark Licenses; and

WHEREAS, the Grantors have duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to induce the Lenders to make Term Loans and provide other financial accommodations to the Grantors pursuant to the Credit Agreement, the Grantors agree, for the benefit of the Administrative Agent and the Secured Parties, as follows:

SECTION 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 or Credit Agreement.

SECTION 2. Grant of Security Interest. The Grantors hereby grant to the Administrative Agent, on behalf and for the benefit of the Secured Parties, and to secure the prompt and complete payment and performance of all of Grantors' Obligations, a security interest in all of their right, title and interest in, to and under the Grantors' Trademarks (including, without limitation, those items listed on Schedule A hereto).

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office or the Canadian Intellectual Property Office, as applicable. The security interest granted hereby has been granted to the Administrative 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 Administrative Agent and the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

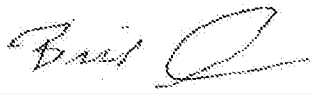
SECTION 4. Acknowledgment. Grantors do hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent and the Lenders with respect to the security interest in the Trademarks and Trademark Licenses granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including, without limitation, 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.

SECTION 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.

SECTION 6. Choice of Law, Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

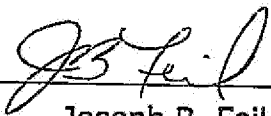
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

**AWARE PRODUCTS, LLC,**  
a California limited liability company  
**CBI LABORATORIES, INC.,**  
a Delaware corporation  
**COSMETIC ESSENCE, LLC,**  
a Delaware limited liability company  
**MARIETTA CORPORATION,**  
a New York corporation  
**VEE PAK, LLC,**  
a Delaware limited liability company

By:   
Name: Bill Saracco  
Title: Chief Financial Officer

[Signature Page to Grant of Security Interest in Trademark Rights]

WILMINGTON TRUST, NATIONAL  
ASSOCIATION,  
as Administrative Agent

By:   
Name: Joseph B. Feil  
Title: Vice President

**SCHEDULE A**

**Trademark Registrations and Applications**



## Trademarks

### 1. Registered Trademarks and Trademark Applications

#### US MARKS

Trademark	Country	Application Number / Date	Registration Number / Date	Status	Owner
ADVANCED VOLUMIZING SYSTEM	USA	78835557 13-MAR-2006	3376680 29-JAN-2008	Registered Supplemental	AWARE PRODUCTS, LLC
AROMAE	USA	75819773 12-OCT-1999	2448437 01-MAY-2001	Registered	MARIETTA CORPORATION
AWARE BRANDING	USA	87612949 18-SEP-2017	5467791 15-MAY-2018	Registered	AWARE PRODUCTS, LLC
AWARE PERSONALIZED BRANDING	USA	77365920 07-JAN-2008	3546140 16-DEC-2008	Registered	AWARE PRODUCTS, LLC
AWARE PRODUCTS	USA	86016327 22-JUL-2013	5005683 26-JUL-2016	Registered	AWARE PRODUCTS, LLC
BECOME A BRAND	USA	87612773 18-SEP-2017	5618711 27-NOV-2018	Registered	AWARE PRODUCTS, LLC
BOTANICAL BIO-PEPTIDE CONCENTRATE	USA	78395198 02-APR-2004	3099489 30-MAY-2006	Registered Supplemental	CBI LABORATORIES, INC.
CEI	USA	76403989 06-MAY-2002	2692969 04-MAR-2003	Registered	COSMETIC ESSENCE, LLC
CLUB AWARE	USA	78835519 13-MAR-2006	3232868 24-APR-2007	Registered	AWARE PRODUCTS, LLC
COLOR RETENTION SYSTEM QUENCH	USA	85247793 21-FEB-2011	4298696 05-MAR-2013	Registered	AWARE PRODUCTS, LLC
COLOR RETENTION SYSTEM WITH STRANDGUARD COMPLEX	USA	77392721 08-FEB-2008	3621576 19-MAY-2009	Registered	AWARE PRODUCTS, LLC
COSMETIC ESSENCE	USA	76403990 06-MAY-2002	2690649 25-FEB-2003	Registered	COSMETIC ESSENCE, LLC
CREDENTIALS	USA	74308738 27-AUG-1992	1823542 22-FEB-1994	Registered	CBI LABORATORIES, INC.
EXPANSION TECHNOLOGY	USA	78835531 13-MAR-2006	3285890 28-AUG-2007	Registered	AWARE PRODUCTS, LLC
FOR YOU. FOR THE EARTH.	USA	75615092 04-JAN-1999	2304271 28-DEC-1999	Registered	MARIETTA CORPORATION
FRESH 'N' MINTY	USA	74029251 15-FEB-1990	1701293 21-JUL-1992	Registered	MARIETTA CORPORATION
GRAPE WINE PEEL	USA	78395195	3084474	Registered	CBI LABORATORIES,

Trademark	Country	Application Number / Date	Registration Number / Date	Status	Owner
		02-APR-2004	25-APR-2006		INC.
INFLUENCE. BECOME. BE. A BRAND	USA	97150320 01-DEC-2021		Pending ITU	AWARE PRODUCTS, LLC
MARIETTA	USA	85651984 14-JUN-2012	4386531 20-AUG-2013	Registered	MARIETTA CORPORATION
OPTIONS RX	USA	78920161 29-JUN-2006	3363764 01-JAN-2008	Registered	CBI LABORATORIES, INC.
PAYA	USA	77846297 12-OCT-2009	3971305 31-MAY-2011	Registered	MARIETTA CORPORATION
PROTERRA	USA	75230717 24-JAN-1997	2168558 23-JUN-1998	Registered	MARIETTA CORPORATION
SERENE ELEMENTS	USA	78436236 16-JUN-2004	3172120 14-NOV-2006	Registered	MARIETTA CORPORATION
SHIO DORO	USA	78395188 02-APR-2004	3066918 07-MAR-2006	Registered Supplemental	CBI LABORATORIES, INC.
SKINWEAR	USA	74398531 07-JUN-1993	1901113 20-JUN-1995	Registered	AWARE PRODUCTS, LLC
SPA 360	USA	85652919 15-JUN-2012	5049967 27-SEP-2016	Registered	MARIETTA CORPORATION
STRANDGUARD COMPLEX	USA	77392711 08-FEB-2008	3539751 02-DEC-2008	Registered	AWARE PRODUCTS, LLC
SUN & SAND	USA	74516739 25-APR-1994	1898492 13-JUN-1995	Registered	MARIETTA CORPORATION
VEEPAK	USA	76212765 20-FEB-2001	2661830 17-DEC-2002	Registered	VEE PAK, LLC
VOYANT BEAUTY	USA	88409477 30-APR-2019	6196111 10-NOV-2020	Registered	VEE PAK, LLC
VOYANT BEAUTY	USA	88409492 30-APR-2019	6186010 27-OCT-2020	Registered	VEE PAK, LLC
DOVELOK	USA	90237259 06-OCT-2020	6495060 21-SEP-2021	Registered	MARIETTA CORPORATION
DURALOK	USA	90814602 07-APR-2021	—	Pending	MARIETTA CORPORATION
ENVIR-OOO	USA	87897177 27-APR-2018	6245898 12-JAN-2021	Registered	MARIETTA CORPORATION
EXPERIENCE THE DIFFERENCE	USA	90300642 05-NOV-2020	6396576 22-JUN-2021	Registered	MARIETTA CORPORATION
MARIETTA and design 	USA	90300632 05-NOV-2020	6396575 22-JUN-2021	Registered	MARIETTA CORPORATION
OPTIMACLEAN and design	USA	90232584 02-OCT-2020	6401463 29-JUN-2021	Registered	MARIETTA CORPORATION
VERSALOK	USA	90535309 19-FEB-2021	—	Pending ITU	MARIETTA CORPORATION
VERSALOK and design	USA	90535307	—	Pending ITU	MARIETTA

Trademark	Country	Application Number / Date	Registration Number / Date	Status	Owner
*** VERSALOK		19-FEB-2021			CORPORATION

## FOREIGN MARKS - CANADA

Trademark	Country	Application Number / Date	Registration Number / Date	Status	Owner Name
CBI	Canada	880146 01-JUN-1998	TMA546822 20-JUN-2001	Registered	CBI LABORATORIES, INC.
CREDENTIALS	Canada	1209776 16-MAR-2004	TMA643064 27-JUN-2005	Registered	CBI LABORATORIES, INC.
EARTH'S ACCENTS	Canada	1518944 08-MAR-2011	TMA870705 05-FEB-2014	Registered	MARIETTA CORPORATION
EXPERIENCE THE DIFFERENCE	Canada	1499033 23-SEP-2010	TMA837807 05-DEC-2012	Registered	MARIETTA CORPORATION
MARIETTA	Canada	1605619 14-DEC-2012	TMA881533 08-JUL-2014	Registered	MARIETTA CORPORATION
MARIETTA EXPERIENCE THE DIFFERENCE & Design	Canada	1547955 07-OCT-2011	TMA884042 14-AUG-2014	Registered	MARIETTA CORPORATION
PAYA	Canada	1477560 12-APR-2010	TMA843663 18-FEB-2013	Registered	MARIETTA CORPORATION
AROMAE	Canada	1776071 07-APR-2016	TMA969715 02-MAY-2017	Registered	MARIETTA CORPORATION
DOVELOK	Canada	2094278 24-MAR-2021	—	Pending	MARIETTA CORPORATION
DURALOK	Canada	2142233 22-OCT-2021	—	Pending	MARIETTA CORPORATION
LORD & MAYFAIR	Canada	1774810 30-MAR-2016	TMA965298 09-MAR-2017	Registered	MARIETTA CORPORATION
SERENE ELEMENTS	Canada	1774811 30-MAR-2016	TMA965299 09-MAR-2017	Registered	MARIETTA CORPORATION
SPA 360	Canada	1602866 13-NOV-2012	TMA987379 21-DEC-2017	Registered	MARIETTA CORPORATION
VERSALOK	Canada	2116086 23-JUN-2021	—	Pending	MARIETTA CORPORATION
VERSALOK and design *** VERSALOK	Canada	2116085 23-JUN-2021	—	Pending	MARIETTA CORPORATION

2. Unregistered Trademarks

None.

3. Trade Names

None.