

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM738463

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Amika LLC		07/01/2022	Limited Liability Company: DELAWARE
EVA-NYC LLC		07/01/2022	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	MidCap Financial Trust, as Collateral Agent
<b>Street Address:</b>	7255 Woodmont Ave.
<b>City:</b>	Bethesda
<b>State/Country:</b>	MARYLAND
<b>Postal Code:</b>	20814
<b>Entity Type:</b>	Statutory Trust: DELAWARE

## PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	6687876	ALL HAIR IS WELCOME
Registration Number:	3666653	AMIKA
Registration Number:	3866841	AMIKA
Registration Number:	5213686	AMIKA:
Registration Number:	6257528	AMIKA:
Registration Number:	5632449	AMIKA:
Registration Number:	5632450	AMIKA:
Registration Number:	5852939	EVA-NYC
Registration Number:	6131684	FADEBLOCK
Registration Number:	6262580	MIXTAPE
Registration Number:	6629593	POWER HOUR
Registration Number:	6435080	THE CLOSER

## CORRESPONDENCE DATA

Fax Number: 2123548113

*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: iprecordations@whitecase.com

TRADEMARK

**Correspondent Name:** Sydney Crute  
**Address Line 1:** 1221 Avenue of the Americas  
**Address Line 4:** New York, NEW YORK 10020

**ATTORNEY DOCKET NUMBER:** 1575426-0016-CZ49

**NAME OF SUBMITTER:** Sydney Crute

**SIGNATURE:** /Sydney Crute/

**DATE SIGNED:** 07/01/2022

**Total Attachments: 7**

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 1, 2022 (this “Trademark Security Agreement”), is made by each signatory hereto listed on the signature pages hereof (collectively, the “Grantors”), in favor of MidCap Financial Trust (in its individual capacity, “MidCap”), as collateral agent (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”) for the Lenders and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of July 1, 2022 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, the Lenders from time to time party thereto and MidCap, as administrative agent, collateral agent, and revolver agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantors are party to that certain Guarantee and Collateral Agreement, dated as of July 1, 2022, in favor of the Collateral Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), pursuant to which each Grantor granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Security Agreement, the Grantors agreed to execute and deliver this Trademark Security Agreement, in order to record the security interest granted to the Collateral Agent for the ratable benefit of the Secured Parties with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Collateral Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Collateral Agent, for the ratable benefit of the Secured Parties, as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition shall have the respective meanings given thereto in the Security Agreement, and if not defined therein, shall have the respective meanings given thereto in the Credit Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under the following (collectively, the “Trademark Collateral”) as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of such Grantor’s Secured Obligations:

- a. all of its U.S. Trademarks, including, without limitation, those referred to on Schedule I hereto;
- b. all renewals and extensions of the foregoing;
- c. all goodwill of the business connected with the use of, and symbolized by, each of the foregoing;

d. all rights to sue or otherwise recover at law or in equity for any past, present or future infringement, dilution or other violation or impairment thereof; and

e. all income, royalties, proceeds, damages and liabilities at any time due or payable or asserted under and with respect to any of the foregoing.

Notwithstanding anything contained herein, the foregoing grant of security interest shall not apply to any United States "intent to use" Trademark applications for which a statement of use or affidavit of use has not been filed with and accepted by the United States Patent and Trademark Office (but only until such statement or affidavit is filed and accepted by the United States Patent and Trademark Office).

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Section 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. The exchange of copies of this Trademark Security Agreement and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Trademark Security Agreement as to the parties hereto and may be used in lieu of the original Trademark Security Agreement and signature pages for all purposes.

Section 5. Successors and Assigns. The provisions of this Trademark Security Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

- Remainder of page intentionally blank; signature page follows -

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

AMIKA LLC, a Delaware limited liability company, as Grantor

By:   
Name: Reuben Carranza  
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK  
REEL: 007768 FRAME: 0804

EVA-NYC LLC, a Delaware limited liability company,  
as Grantor

By:

A handwritten signature in black ink, appearing to read "Reuben Carranza", is written over a horizontal line. The signature is cursive and extends slightly beyond the line on both sides.


Name: Reuben Carranza  
Title: Chief Executive Officer

ACCEPTED AND AGREED as of the date first above written:

**MIDCAP FINANCIAL TRUST,**  
as Collateral Agent

**By:** Apollo Capital Management, L.P.,  
its investment manager

**By:** Apollo Capital Management GP, LLC,  
its general partner

**By:**   
\_\_\_\_\_  
Name: Maurice Amsellem  
Title: Authorized Signatory

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations and Applications

TRADEMARK	APPL. NO. FILING DATE	REG. NO REG. DATE	GRANTOR
ALL HAIR IS WELCOME	90313145 11/11/2020	6687876 03/29/2022	Amika LLC
AMIKA	77662590 02/03/2009	3666653 08/11/2009	Amika LLC
AMIKA	77949237 03/03/2010	3866841 10/26/2010	Amika LLC
AMIKA:	87211797 10/21/2016	5213686 05/30/2017	Amika LLC
AMIKA:	87906248 05/03/2018	6257528 01/26/2021	Amika LLC
AMIKA:	87906253 05/03/2018	5632449 12/18/2018	Amika LLC
AMIKA:	87906266 05/03/2018	5632450 12/18/2018	Amika LLC
<b>eva·nyc</b>	88010137 06/21/2018	5852939 09/03/2019	eva-nyc LLC
FADEBLOCK	88530994 07/23/2019	6131684 08/18/2020	Amika LLC
MIXTAPE	88476621 06/17/2019	6262580 02/02/2021	Amika LLC
POWER HOUR	88476628 06/17/2019	6629593 01/25/2022	Amika LLC



THE CLOSER	88476638 06/17/2019	6435080 07/27/2021	Amika LLC