

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM810412

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	First Lien Intellectual Property Security Agreement		
RESUBMIT DOCUMENT ID:	900769727		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Suave Brands Company LLC	FORMERLY Silk Acquisition LLC	05/01/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Ares Capital Corporation, as Collateral Agent		
Street Address:	245 Park Avenue		
Internal Address:	44th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 56			
Property Type	Number	Word Mark	
Serial Number:	87217568	2 MINUTE SUPER	
Serial Number:	86969232	BERRY FLURRY	
Serial Number:	85908459	CHERRY VANILLA BOP	
Serial Number:	85048418	CITRUS RUSH	
Serial Number:	87043597	COCONUT FORCE	
Serial Number:	87837463	FLAVOR FACTORY	
Serial Number:	87043452	GALACTIC FRESH	
Serial Number:	86827695	HONEY INFUSION	
Serial Number:	87045223	HYPERSPACE APPLE	
Serial Number:	87043462	ICY GRAPE	
Serial Number:	87043546	MELON FLURRY	
Serial Number:	86206690	MORNING BLISS	
Serial Number:	86516634	PURELY FUN	
Serial Number:	88893969	QUENCHLOCK	
Serial Number:	88946099	RAINBOW BLAST	
Serial Number:	88893415	SMOOTH PERFORMER	
Serial Number:	88880382	SUAVE	

Property Type	Number	Word Mark
Serial Number:	88832128	SUAVE
Serial Number:	74298118	SUAVE
Serial Number:	75018118	SUAVE
Serial Number:	72329927	SUAVE
Serial Number:	73252840	SUAVE
Serial Number:	73288735	SUAVE
Serial Number:	76131133	SUAVE
Serial Number:	76217311	SUAVE
Serial Number:	76097342	SUAVE
Serial Number:	76078659	SUAVE
Serial Number:	86598281	SUAVE COCONUT KISS
Serial Number:	86478218	SUAVE ESSENTIALS
Serial Number:	78521832	SUAVE KIDS
Serial Number:	78234090	SUAVE KIDS
Serial Number:	86935324	SUAVE KIDS
Serial Number:	86935311	SUAVE KIDS
Serial Number:	85042384	SUAVE KIDS
Serial Number:	77047931	SUAVE MEN
Serial Number:	78719135	SUAVE MEN
Serial Number:	76068899	SUAVE NATURALS
Serial Number:	76059935	SUAVE NATURALS
Serial Number:	76439676	SUAVE NATURALS
Serial Number:	75028592	SUAVE PROFESSIONALS
Serial Number:	78431688	SUAVE PROFESSIONALS
Serial Number:	86162764	SUAVE PROFESSIONALS
Serial Number:	77861612	SUAVE PROFESSIONALS
Serial Number:	85277280	SUAVE PROFESSIONALS KERATIN INFUSION
Serial Number:	86501105	SUAVE PROFESSIONALS MEN 2-IN-1 PURE POWE
Serial Number:	86501345	SUAVE PROFESSIONALS SEA MINERAL INFUSION
Serial Number:	86858643	SWEET PEA & VIOLET
Serial Number:	85607894	SWINGIN' COCONUT
Serial Number:	86850664	TROPICAL PARADISE
Serial Number:	87043474	TROPICAL STORM
Serial Number:	88896989	UP THE VOLUME
Serial Number:	86827698	VITAMIN INFUSION
Serial Number:	87043447	WINTER MELON
Serial Number:	85977772	SUAVE KIDS
Serial Number:	75753376	WILD WATERMELON

Property Type	Number	Word Mark
Serial Number:	97860794	PROSOLID

CORRESPONDENCE DATA

Fax Number: 2127514864

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: 2129061209

Email: JESS.BAJADA-BARTLETT@LW.COM

Correspondent Name: Jessica Bajada-Bartlett

Address Line 1: 1271 Avenue of the Americas

Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER: 040896-0216

NAME OF SUBMITTER: Jessica Bajada-Bartlett

SIGNATURE: /s/ Jessica Bajada-Bartlett

DATE SIGNED: 05/15/2023

Total Attachments: 12

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FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this “*IP Security Agreement*”), dated as of May 1, 2023, is among the Persons listed on the signature pages hereof (collectively, the “*Grantors*”) and Ares Capital Corporation, as collateral agent (the “*Collateral Agent*”) for the ratable benefit of the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Silk Holdings III Corp., a Delaware corporation (the “*Borrower*”), has entered into the First Lien Credit Agreement, dated as of May 1, 2023 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), with Silk Holdings II Corp., a Delaware corporation, each Lender from time to time party thereto, Ares Capital Corporation, as Term Administrative Agent and as Collateral Agent, and ACF FINCO I LP, as revolving administrative agent.

WHEREAS, as a condition precedent to the making of the Loans and the making of L/C Credit Extensions by the Lenders and the L/C Issuers under the Credit Agreement, the entry into Secured Hedge Agreements by the Hedge Banks from time to time and the entry into Secured Cash Management Agreements by the Cash Management Banks from time to time, each Grantor has executed and delivered that certain First Lien Security Agreement dated as of May 1, 2023 among the Grantors from time to time party thereto and the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof, the “*Security Agreement*”). Terms defined in the Credit Agreement or the Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as applicable.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and any other appropriate governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in such Grantor’s right, title and interest in and to the following, other than Excluded Property (the “*Collateral*”):

(i) all patents, patent applications and utility models, all inventions and improvements claimed therein and the right to claim any inventions disclosed but unclaimed therein, including, without limitation, the patents and patent applications set forth in Schedule A hereto;

(ii) all trademarks, service marks, domain names, trade dress, logos, designs, slogans, trade names, business names, corporate names and other source identifiers, whether registered or unregistered, together, in each case, with the goodwill of the business connected with the use thereof and symbolized thereby (“*Trademarks*”), all registrations and applications for the registration thereof, including, without limitation, the registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use Trademark applications, prior to the filing and acceptance of a “Statement of Use” or an “Amendment to Allege Use” with respect thereto, solely to the extent that, and solely during the period in which, the grant of a security

interest therein would impair the validity or enforceability of such intent-to-use Trademark applications or any registrations that issue therefrom under applicable federal law);

(iii) all copyrights, including, without limitation, copyrights in Computer Software, internet web sites and the content thereof, whether registered or unregistered, all applications for the registration thereof, including, without limitation, the Copyright registrations set forth in Schedule C hereto;

(iv) all agreements, permits, consents, orders and franchises relating to the license, development, use or disclosure of any of the foregoing to which such Grantor, now or hereafter, is a party or a beneficiary, including, without limitation, the agreements granting any exclusive right to the Grantor in or to any registered Copyright set forth in Schedule D hereto;

(v) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(vi) any and all claims for damages, other payments and/or injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages, payments or other relief; and

(vii) any and all Proceeds of, collateral for, income, royalties and other payments now or hereafter due and/or payable with respect to, and supporting obligations relating to, any and all of the foregoing, and, to the extent not otherwise included, all payments under insurance (whether or not the Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage or otherwise with respect to any of the foregoing.

provided that, notwithstanding anything to the contrary contained in the foregoing clauses (i) through (vii), the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any lease, license or other agreement to the extent that a grant of a security interest therein would violate or invalidate such lease, license or agreement, or create a right of termination in favor of any other party thereto (other than any Grantor or any Subsidiary of any Grantor), in each case to the extent not rendered unenforceable pursuant to the applicable provisions of the Uniform Commercial Code or other applicable law and so long as the applicable provision giving rise to such violation or invalidity or such right of termination was not incurred in anticipation of the entering into of the Credit Agreement; provided, further, that (x) the Collateral includes Proceeds and receivables of any property excluded under this provision, the assignment of which is expressly deemed effective under the Uniform Commercial Code notwithstanding such prohibition and (y) such excluded lease, license or other agreement shall otherwise be subject to the security interest created by the Security Agreement upon receiving any necessary approvals or waivers permitting the assignment thereof.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment and performance of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents (as such Loan Documents may be amended, amended and restated, supplemented, replaced, refinanced, re-tranched, extended, increased or otherwise modified from time to time (including any extensions of maturity dates and increases

of the principal amount outstanding thereunder)), including, without limitation, any extensions, increases, modifications, substitutions, amendments, refinancings, refundings, replacements or renewals of any or all of the foregoing Obligations (whether or not such action is committed, contemplated or provided for by the Loan Documents on the date hereof), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, fees, premiums, penalties, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this IP Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 5. Execution in Counterparts. This IP Security Agreement may be executed in any number of 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. Delivery of an executed counterpart of a signature page to this IP Security Agreement by telecopier or other electronic method shall be effective as delivery of an original executed counterpart of this IP Security Agreement.

SECTION 6. Notices, Etc. All notices and other communications provided for hereunder shall be in writing (including telegraphic, telecopy or telex communication or facsimile transmission) and mailed, telegraphed, telecopied, telexed, faxed or delivered, if to any Grantor, addressed to it in care of the Borrower at the Borrower's address specified in Section 10.02 of the Credit Agreement, or if to the Collateral Agent, to its address specified in Section 10.02 of the Credit Agreement. All such notices and other communications shall be deemed to be given or made at such time as shall be set forth in Section 10.02 of the Credit Agreement. Delivery by telecopier of an executed counterpart of any amendment or waiver of any provision of this IP Security Agreement or Schedule hereto shall be effective as delivery of an original executed counterpart thereof.

SECTION 7. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

Grantors:

SUAVE BRANDS COMPANY LLC, (F/K/A SILK ACQUISITION LLC)

By: DocuSigned by:
Tad Yanagi
Name: Tad S. Yanagi
Title: Vice President, Treasurer & Secretary

ARES CAPITAL CORPORATION, as Collateral
Agent

By: Michael C. Smith
Name: Michael Smith
Title: Authorized Signatory

SCHEDULE A

PATENTS

None.

SCHEDULE B**TRADEMARKS**

Trademark	Country	Application No	Application Date	Registration No	Registration Date	Status
2 MINUTE SUPER	United States of America	87217568	27-Oct-16	5429286	20-Mar-18	Registered
BERRY FLURRY	United States of America	86969232	8-Apr-16	5546365	21-Aug-18	Registered
CHERRY VANILLA BOP	United States of America	85908459	18-Apr-13	4748463	2-Jun-15	Registered
CITRUS RUSH	United States of America	85048418	26-May-10	4091737	24-Jan-12	Registered
COCONUT FORCE	United States of America	87043597	19-May-16	5546412	21-Aug-18	Registered
FLAVOR FACTORY	United States of America	87837463	16-Mar-18	6185572	27-Oct-20	Registered
GALACTIC FRESH	United States of America	87043452	19-May-16	6205931	24-Nov-20	Registered
HONEY INFUSION	United States of America	86827695	20-Nov-15	5177432	4-Apr-17	Registered
HYPERSPACE APPLE	United States of America	87045223	20-May-16	5546420	21-Aug-18	Registered
ICY GRAPE	United States of America	87043462	19-May-16	5546410	21-Aug-18	Registered
MELON FLURRY	United States of America	87043546	19-May-16	6058957	19-May-20	Registered
MORNING BLISS	United States of America	86206690	27-Feb-14	5176707	4-Apr-17	Registered
PURELY FUN	United States of America	86516634	28-Jan-15	5311751	17-Oct-17	Registered
QUENCHLOCK	United States of America	88893969	29-Apr-20	6740048	24-May-22	Registered
RAINBOW BLAST	United States of America	88946099	3-Jun-20	6761145	14-Jun-22	Registered
SMOOTH PERFORMER	United States of America	88893415	29-Apr-20	6456932	17-Aug-21	Registered

Trademark	Country	Application No	Application Date	Registration No	Registration Date	Status
SUAVE	United States of America	88880382	21-Apr-20	6654379	22-Feb-22	Registered
SUAVE	United States of America	88832128	12-Mar-20	6647135	15-Feb-22	Registered
SUAVE	United States of America	74298118	27-Jul-92	1759377	23-Mar-93	Registered
SUAVE	United States of America	75018118	8-Nov-95	2120815	16-Dec-97	Registered
SUAVE	United States of America	72329927	13-Jun-69	885185	27-Jan-70	Registered
SUAVE	United States of America	73252840	6-Mar-80	1170851	29-Sep-81	Registered
SUAVE	United States of America	73288735	8-Dec-80	1200093	6-Jul-82	Registered
SUAVE	United States of America	76131133	19-Sep-00	2543588	26-Feb-02	Registered
SUAVE	United States of America	76217311	28-Feb-01	2504653	6-Nov-01	Registered
SUAVE (STYLISED) & DESIGN	United States of America	76097342	25-Jul-00	2447999	1-May-01	Registered
SUAVE (STYLISED) & DESIGN	United States of America	76078659	22-Jun-00	2442874	10-Apr-01	Registered
SUAVE COCONUT KISS	United States of America	86598281	15-Apr-15	5182190	11-Apr-17	Registered
SUAVE ESSENTIALS (STYLISED) & DESIGN	United States of America	86478218	11-Dec-14	5096058	6-Dec-16	Registered
SUAVE KIDS	United States of America	78521832	23-Nov-04	3169687	7-Nov-06	Registered
SUAVE KIDS	United States of America	78234090	4-Apr-03	2902403	9-Nov-04	Registered
SUAVE KIDS	United States of America	86935324	10-Mar-16	5596118	30-Oct-18	Registered
SUAVE KIDS (STYLISED) & DESIGN	United States of America	86935311	10-Mar-16	5926829	3-Dec-19	Registered

Trademark	Country	Application No	Application Date	Registration No	Registration Date	Status
SUAVE KIDS (STYLISED) & DESIGN	United States of America	85042384	19-May-10	4522191	29-Apr-14	Registered
SUAVE MEN	United States of America	77047931	20-Nov-06	3603014	7-Apr-09	Registered
SUAVE MEN	United States of America	78719135	23-Sep-05	3277425	7-Aug-07	Registered
SUAVE NATURALS	United States of America	76068899	12-Jun-00	2431841	27-Feb-01	Registered
SUAVE NATURALS	United States of America	76059935	30-May-00	2534895	29-Jan-02	Registered
SUAVE NATURALS	United States of America	76439676	13-Aug-02	2815606	17-Feb-04	Registered
SUAVE PROFESSIONALS	United States of America	75028592	6-Dec-95	2056929	29-Apr-97	Registered
SUAVE PROFESSIONALS	United States of America	78431688	8-Jun-04	2957356	31-May-05	Registered
SUAVE PROFESSIONALS	United States of America	86162764	10-Jan-14	4809375	8-Sep-15	Registered
SUAVE PROFESSIONALS (STYLISED) & DESIGN	United States of America	77861612	30-Oct-09	3975329	7-Jun-11	Registered
SUAVE PROFESSIONALS KERATIN INFUSION (STYLISED) (LABEL)	United States of America	85277280	25-Mar-11	4361796	2-Jul-13	Registered
SUAVE PROFESSIONALS MEN 2-IN-1 PURE POWER (STYLISED) (LABEL)	United States of America	86501105	12-Jan-15	5423717	13-Mar-18	Registered
SUAVE PROFESSIONALS SEA MINERAL INFUSION (STYLISED) (LABEL)	United States of America	86501345	12-Jan-15	5561336	11-Sep-18	Registered
SWEET PEA & VIOLET	United States of America	86858643	28-Dec-15	5135606	7-Feb-17	Registered

Trademark	Country	Application No	Application Date	Registration No	Registration Date	Status
SWINGIN' COCONUT	United States of America	85607894	25-Apr-12	4589196	19-Aug-14	Registered
TROPICAL PARADISE	United States of America	86850664	16-Dec-15	5135546	7-Feb-17	Registered
TROPICAL STORM	United States of America	87043474	19-May-16	5546411	21-Aug-18	Registered
UP THE VOLUME	United States of America	88896989	1-May-20	6740050	24-May-22	Registered
VITAMIN INFUSION	United States of America	86827698	20-Nov-15	5177433	4-Apr-17	Registered
WINTER MELON	United States of America	87043447	19-May-16	6205930	24-Nov-20	Registered
SUAVE KIDS (STYLISED) & DESIGN	United States of America	85977772	19-May-10	4259334	11-Dec-12	Registered
WILD WATERMELON	United States of America	75753376	19-Jul-99	2545203	5-Mar-02	Renewed
PROSOLID	United States of America	97860794	28-Mar-23			Pending

SCHEDULE C

COPYRIGHTS

None.

SCHEDULE D

BENEFICIARY AGREEMENTS, ETC.

None.