

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM827088

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Stacy Kaufman		07/20/2023	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Pure Brazilian USA LLC		
Street Address:	15 Holt Drive		
City:	Stony Point		
State/Country:	NEW YORK		
Postal Code:	10980		
Entity Type:	Limited Liability Company: NEW YORK		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	97347973	ALWAYS BLONDE	
Registration Number:	5529282	PURE BRAZILIAN	
Registration Number:	4151895	PURE BRAZILIAN	
CORRESPONDENCE DATA			
Fax Number:	9546784090		
<i>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.</i>			
Phone:	954-939-3368		
Email:	dedi.whitman@lewisbrisbois.com		
Correspondent Name:	Howard Gitten - Lewis Brisbois		
Address Line 1:	110 SE 6th street, Suite 2600		
Address Line 4:	Ft. Lauderdale, FLORIDA 33301		
NAME OF SUBMITTER:	Howard M. Gitten		
SIGNATURE:	/Howard M. Gitten/		
DATE SIGNED:	07/26/2023		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“**Agreement**”) is entered into as of July 20, 2023, by and between **Stacy Kaufman** (“**Secured Party**”) and **PURE BRAZILIAN USA LLC**, a New York limited liability company (the “**Grantor**”).

RECITALS

A. WHEREAS, Secured Party and Christine Medrick (the “**Other Secured Party**” or “**Medrick**”) are, collectively, the sole owners of CC Beauty Collection, Inc., a Florida corporation (“**Seller**”); and

B. WHEREAS, reference is made to that certain Asset Purchase Agreement, dated as of the date hereof (the “**Purchase Agreement**”), by and among Grantor (identified in the Purchase Agreement as “**Buyer**”), Seller, Secured Party (identified in the Purchase Agreement as “**Kaufman**” or an “**Owner**”) and the Other Secured Party (identified in the Purchase Agreement as “**Medrick**” or an “**Owner**”), pursuant to which, among other things, (i) Seller is selling the Assets (as defined in the Purchase Agreement) to Grantor, (ii) a portion of the Purchase Price (as defined in the Purchase Agreement) to be paid by Grantor is represented by the Notes (as defined in the Purchase Agreement), one of which Notes (as the same may be amended, modified or supplemented from time to time, the “**Secured Party Note**”; capitalized terms not otherwise defined herein have the meanings ascribed to them or as used in the Secured Party Note) is being issued to Secured Party in the amount and on the terms contemplated by the Purchase Agreement (the financial accommodation represented by such Secured Party Note issued by Grantor to Secured Party is referred herein as the “**Loan**”); and

C. WHEREAS, Secured Party is willing to make the Loan to Grantor, but only upon the condition, among others, that Grantor shall grant to Secured Party a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Intellectual Property Collateral (as defined below) to secure the obligations of Grantor under the Secured Party Note;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Secured Party Note, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Secured Party Note, Grantor grants and pledges to Secured Party a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “**Intellectual Property Collateral**”), including, without limitation, the following:

(a) Any trademark and service mark rights included in the Assets, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks,

including without limitation those set forth on Exhibit A attached hereto (collectively, the “**Trademarks**”);

(b) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(c) All licenses or other rights to use any of the Trademarks and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(d) All amendments, extensions and renewals of any of the Trademarks; and

(e) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Security for Obligations. The pledge and assignment of, and the grant of a security interest in the Intellectual Property Collateral by the Grantor under this Agreement secures the payment of all obligations of the Grantor now or hereafter existing under or in respect of the Secured Party Note, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Secured Party acknowledges that the Intellectual Property Collateral has also been pledged by Grantor as security in connection with a Note issued by Grantor to the Other Secured Party in the amount of \$450,000.00 (together with all accrued interest thereon, the “**Medrick Note**”) pursuant to an Intellectual Property Security Agreement of even date (the “**Medrick Security Agreement**”). During such time that the Secured Party Note and the Medrick Note remain outstanding, as between Medrick and Secured Party, the Medrick Security Agreement shall have priority over this Agreement to the extent of the balance of the Medrick Note.

3. Recordation.

(a) Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Agreement upon request by Secured Party. Grantor hereby authorizes Secured Party to unilaterally make such additional, supplemental, updated or corrective filings as are necessary to reflect this security interest. Any such original filing or any such additional, supplemental, updated or corrective filing (each, a “**Filing**”) is authorized only to the extent such Filing reflects no more than the security interest and the collateral contemplated by this Agreement. Secured Party shall give written notice to Grantor of any such Filing, including the office where such Filing was made and the date thereof.

(b) Upon satisfaction of the Secured Party Note in full, Secured Party hereby authorizes Grantor to file and record a termination of the security interest of Secured Party with respect to all filings made by Secured Party.

4. Promissory Note. This Agreement has been entered into pursuant to and in conjunction with the Secured Party Note, which is hereby incorporated by reference. The

provisions of the Secured Party Note shall supersede and control over any conflicting or inconsistent provision herein.

5. Expenses. Grantor shall reimburse Secured Party on demand for all reasonable out-of-pocket costs, expenses, and fees (including reasonable expenses and fees of its counsel) incurred by Secured Party in connection with the enforcement of the Secured Party's rights hereunder.

6. Rights and Remedies of Secured Party after an Event of Default. On or at any time after the occurrence of an Event of Default under the Secured Party Note beyond any applicable cure period, Secured Party shall be entitled to collect and realize the Intellectual Property Collateral from Grantor, as follows:

(a) Secured Party shall be entitled, in any proceedings concerning the bankruptcy, liquidation, winding up or receivership (or similar proceedings) of Grantor, to file any claims and proofs, give receipts and take all such proceedings and do all such things as Secured Party sees fit to ensure that its rights hereunder are not prejudiced by such proceeding, including, enforcement of the charge hereunder.

(b) Subject to applicable law, Secured Party may at any time before full satisfaction of the Secured Party Note, cause the sale at auction, with appropriate public notice thereof and at least ten (10) Business Days' advance notice to Grantor, of the Intellectual Property Collateral, in whole or in part.

7. Application of Proceeds of Sale. The proceeds from any sale of Intellectual Property Collateral pursuant to Section 6 of this Agreement shall be applied by Secured Party to pay the obligations that are then due and payable under the Secured Party Note (whether at the stated maturity, by acceleration or otherwise) and that have not otherwise been paid. Any such proceeds will be applied in the order provided for the application of funds in the Secured Party Note and the balance, if any, shall be paid over to Grantor. If the proceeds of such sale do not satisfy such obligations then due in full, Grantor shall remain liable to Noteholder for the balance of such obligations.

8. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

9. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and, subject to the provisions of the Secured Party Note, their respective successors and assigns.

10. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without

giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

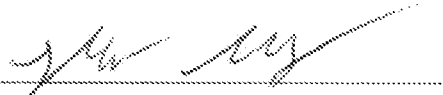
11. Incorporation by Reference. Reference is made to the provisions of Sections 9.1, 9.5, 9.10, 9.11, 9.12 and 9.16 of the Purchase Agreement, each of which, to the extent that they relate to Grantor and Secured Party (as each is identified therein as indicated in Recital B above), is incorporated herein by reference as if set forth herein in full.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by such party (if an individual) or by its officers thereunto duly authorized (if an entity) as of the first date written above.

GRANTOR:

PURE BRAZILIAN USA LLC, a New York limited liability company

By: 

Name: Joseph Indig

Title: CEO

SECURED PARTY:

Stacy Kaufman

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by such party (if an individual) or by its officers thereunto duly authorized (if an entity) as of the first date written above.

GRANTOR:

PURE BRAZILIAN USA LLC, a New York limited liability company

By: _____

Name: Joseph Indig

Title: CEO

SECURED PARTY:

A handwritten signature in black ink, appearing to be 'Stacy Kaufman', written over a horizontal line. The signature is stylized with loops and a large circular flourish.

Stacy Kaufman

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

EXHIBIT A

TRADEMARKS

<u>Description</u>	<u>Registration/Application Number</u>	<u>Registration/Application Date</u>
Pure Brazilian	Registration Number: 5529282	Registration Date: 07/31/2018
Pure Brazilian	Registration Number: 4151895	Registration Date: 05/29/2012
Always Blonde	Application Number: 97347973	Filing Date: 04/05/2022