

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM836043

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MANSCAPED HOLDINGS, LLC		08/31/2023	Limited Liability Company: DELAWARE
MANSCAPED, LLC		08/31/2023	Limited Liability Company: DELAWARE
MANSCAPED, INC.		08/31/2023	Corporation: DELAWARE
MANSCAPED AUSTRALIA, LLC		08/31/2023	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association, as Agent
Street Address:	125 High Street, 11th Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	Corporation: MASSACHUSETTS

PROPERTY NUMBERS Total: 40

Property Type	Number	Word Mark
Registration Number:	5447463	ACTIVE PH CONTROL
Registration Number:	6329918	CROP CLEANSER
Registration Number:	6901934	CROP EXFOLIATOR
Registration Number:	6591862	CROP GEL
Registration Number:	5828550	CROP MOP
Registration Number:	6302484	CROP MOP
Registration Number:	5828547	CROP PRESERVER
Registration Number:	6310257	CROP PRESERVER
Registration Number:	6323546	CROP REVIVER
Registration Number:	5987842	FOOT DUSTER
Registration Number:	6278952	FOOT DUSTER
Registration Number:	6184915	MAGIC MAT
Registration Number:	6266685	MAN MINT
Registration Number:	6400051	MANSCAPED

CH \$1015.00 5447463

Property Type	Number	Word Mark
Registration Number:	6635474	MANSCAPED
Registration Number:	6789118	MANSCAPED
Registration Number:	6828295	MANSCAPED
Registration Number:	6913477	MANSCAPED
Registration Number:	7058087	MANSCAPED BALLERS
Registration Number:	6478652	
Registration Number:	6498721	
Registration Number:	6890332	
Registration Number:	6897087	
Registration Number:	5569524	MANSCAPED REFINING THE GENTLEMAN
Registration Number:	6981767	PERSEVERE
Registration Number:	6555596	QUIETSTROKE
Registration Number:	6478643	REFINED
Registration Number:	5560761	REFINING THE GENTLEMAN
Registration Number:	6201098	SKINSAFE
Registration Number:	6609767	THE CROP SHAVER
Registration Number:	7038479	THE JEWEL POUCH
Registration Number:	6258179	THE LAWN MOWER
Registration Number:	6311894	THE PLOW
Registration Number:	6302485	THE RIGHT TOOLS FOR THE JOB
Registration Number:	6429747	ULTRA PREMIUM
Registration Number:	6931522	ULTRA PREMIUM
Registration Number:	6229853	WE SAVE BALLS
Registration Number:	6274141	WEED WHACKER
Registration Number:	6262920	YOUR BALLS WILL THANK YOU
Registration Number:	5828545	CROP REVIVER

CORRESPONDENCE DATA

Fax Number: 6173417701

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: 16173417721

Email: michelle.bramwell@morganlewis.com

Correspondent Name: Michelle Bramwell

Address Line 1: One Federal Street

Address Line 2: c/o Morgan, Lewis & Bockius LLP

Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER: Michelle Bramwell

SIGNATURE: /Michelle Bramwell/

DATE SIGNED:

08/31/2023

Total Attachments: 8

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GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS

This GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS, effective as of August 31, 2023 (this “Grant”) is made by MANSCAPED HOLDINGS, LLC, a Delaware limited liability company, MANSCAPED, INC., a Delaware corporation, MANSCAPED, LLC, a Delaware limited liability company and MANSCAPED AUSTRALIA, LLC, a Delaware limited liability company (each, a “Grantor” and collectively, the “Grantors”), in favor of Wells Fargo Bank, National Association, a national banking association, as collateral agent and administrative agent (in such capacities, the “Agent”) for its own benefit and the benefit of the other Credit Parties (as defined in the Credit Agreement), in consideration of the mutual covenants contained herein and benefits to be derived herefrom.

W I T N E S S E T H:

WHEREAS, the Grantors are party to a Security Agreement, dated as of August 31, 2023 by and among the Borrowers party thereto, the Guarantors party thereto and Wells Fargo Bank, National Association, for the benefit of the Agent and the Credit Parties (the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, each Grantor has executed and delivered this Grant for the purpose of recording and confirming the grant of the security interest of the Agent in the Trademark and Patent Collateral (each as defined below) with the United States Patent and Trademark Office;

NOW, THEREFORE, in consideration of the mutual conditions and agreements set forth herein and in the Security Agreement, and for good and valuable consideration, the receipt of which is hereby acknowledged, each Grantor and the Agent, on its own behalf and on behalf of the other Credit Parties (and each of their respective successors or assigns), hereby agree as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement or the Credit Agreement, as applicable.

SECTION 2. Grant of Security Interest. In furtherance and as confirmation of the security interest granted by each Grantor to the Agent (for its own benefit and the benefit of the other Credit Parties) under the Security Agreement, and as further security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby ratifies such security interest and grants to the Agent (for its own benefit and the benefit of the other Credit Parties) a continuing security interest, in all of the present and future right, title and interest of each Grantor in, to and under the following property, and each item thereof, whether now owned or existing or hereafter acquired or arising, together with all products, proceeds, substitutions, and accessions of or to any of the following property (collectively, the “Trademark and Patent Collateral”):

- (a) All trademarks, trade names, corporate names, company names, Internet domain names, business names, fictitious business names, trade dress, trade styles,

service marks, designs, logos and other source or business identifiers, whether registered or unregistered, together with all registrations thereof, all applications in connection therewith and all renewals thereof, and any goodwill of the business connected with, and symbolized by, any of the foregoing, including, without limitation, the trademark registrations and trademark applications set forth on Exhibit A attached hereto (collectively, "Trademarks");

(b) All patents and applications for patents, and the inventions and improvements therein disclosed, and any and all divisions, revisions, reissues and continuations, continuations in part, extensions, and reexaminations of said patents, including, without limitation, the patents and patent applications set forth on Exhibit B attached hereto (collectively, "Patents");

(c) All agreements, whether written or oral, providing for the grant by or to any Grantor of any right in respect of any Patent or Trademark (collectively, "Licenses") and all income, royalties, damages and payments now and hereafter due and/or payable under and with respect to the Trademarks and Patents, including, without limitation, payments under all Licenses entered into in connection therewith and damages and payments for past or future infringements, misappropriations or dilutions thereof;

(d) The right to sue for past, present and future infringements, misappropriations and dilutions of any of the Trademarks and Patents; and

(e) All of any Grantor's rights corresponding to any of the foregoing throughout the world.

Notwithstanding the foregoing, no Trademark shall be included in the Trademark and Patent Collateral to the extent that the grant of a security interest in such Trademark would result in, permit or provide grounds for the cancellation or invalidation of such Trademark.

SECTION 3. Intent. This Grant is being executed and delivered by each Grantor for the purpose of recording and confirming the grant of the security interest of the Agent in the Trademark and Patent Collateral with the United States Patent and Trademark Office. It is intended that the security interest granted pursuant to this Grant is granted in conjunction with, and not in addition to or limitation of, the security interest granted to the Agent, for its own benefit and the benefit of the other Credit Parties, under the Security Agreement. All provisions of the Security Agreement shall apply to the Trademark and Patent Collateral. The Agent shall have the same rights, remedies, powers, privileges and discretions with respect to the security interests created in the Trademark and Patent Collateral as in all other Collateral. In the event of a conflict between this Grant and the Security Agreement, the terms of the Security Agreement shall control.

SECTION 4. Recordation. Each Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this Grant.

SECTION 5. Termination; Release of Trademark and Patent Collateral. Upon termination of the security interest in the Trademark and Patent Collateral in accordance with the Security Agreement, the Agent shall execute, acknowledge, and deliver to any Grantor, an

instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademark and Patent Collateral under this Grant. Any execution and delivery of termination statements, releases or other documents pursuant to this SECTION 5 shall be without recourse to, or warranty by, the Agent or any other Credit Party.


SECTION 6. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

[SIGNATURE PAGE FOLLOWS]


IN WITNESS WHEREOF, each Grantor and the Agent have caused this Grant to be executed by their duly authorized officers as of the date first above written.

GRANTORS:


MANSCAPED HOLDINGS, LLC

By: 
Name: Phillip Unthank
Title: Chief Financial Officer


MANSCAPED, LLC

By: 
Name: Phillip Unthank
Title: Chief Financial Officer

MANSCAPED, INC.

By: 
Name: Phillip Unthank
Title: Chief Financial Officer


MANSCAPED AUSTRALIA, LLC

By: 
Name: Phillip Unthank
Title: Chief Financial Officer

[Manscaped Signature Page to Grant of Security Interest (Trademarks and Patents)]

AGENT:

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By:  _____
Name: Wai Cheng
Title: its Authorized Signatory

[Manscaped – Signature Page to Grant of Security Interest (Trademarks and Patents)]

TRADEMARK
REEL: 008184 FRAME: 0631

EXHIBIT A

Trademark Registrations and Applications

U.S. Federal Trademark Registrations and Applications

Grantor	Trademark	Registration Status	Application Number	Registration Number	Registration Date
Manscaped, LLC	ACTIVE PH CONTROL	Registered	87584694	5447463	04/17/2018
Manscaped, LLC	CROP CLEANSER	Registered	88771571	6329918	04/20/2021
Manscaped, LLC	CROP EXFOLIATOR	Registered	90282179	6901934	11/15/2022
Manscaped, LLC	CROP GEL	Registered	90284605	6591862	12/14/2021
Manscaped, Inc.	CROP MOP	Registered	88284851	5828550	08/06/2019
Manscaped, LLC	CROP MOP	Registered	88771566	6302484	03/23/2021
Manscaped, Inc.	CROP PRESERVER	Registered	88284823	5828547	08/06/2019
Manscaped, LLC	CROP PRESERVER	Registered	88771583	6310257	03/30/2021
Manscaped, LLC	CROP REVIVER	Registered	88771575	6323546	04/13/2021
Manscaped, Inc.	FOOT DUSTER	Registered	88284858	5987842	02/18/2020
Manscaped, LLC	FOOT DUSTER	Registered	88771568	6278952	02/23/2021
Manscaped, LLC	MAGIC MAT	Registered	88873152	6184915	10/27/2020
Manscaped, LLC	MAN MINT	Registered	90118929	6266685	02/09/2021
Manscaped, LLC	MANSCAPED	Registered	88981763	6400051	06/29/2021
Manscaped, LLC	MANSCAPED	Registered	88981655	6635474	02/08/2022
Manscaped, LLC	MANSCAPED	Registered	90832673	6789118	07/12/2022
Manscaped, LLC	MANSCAPED	Registered	88981654	6828295	08/23/2022
Manscaped, LLC	MANSCAPED	Registered	88733992	6913477	11/29/2022
Manscaped, LLC	MANSCAPED BALLERS	Registered	90407394	7058087	05/23/2023
Manscaped, LLC	Manscaped Logo	Registered	90373742	6478652	09/07/2021
Manscaped, LLC	Manscaped Logo	Registered	90373740	6498721	09/28/2021

Grantor	Trademark	Registration Status	Application Number	Registration Number	Registration Date
Manscaped, LLC	Manscaped Logo	Registered	90373751	6890332	11/01/2022
Manscaped, LLC	Manscaped Logo	Registered	90978143	6897087	11/08/2022
Manscaped, LLC	MANSCAPED REFINING THE GENTLEMAN	Registered	87786295	5569524	09/25/2018
Manscaped, LLC	PERSEVERE	Registered	90804840	6981767	02/14/2023
Manscaped, LLC	QUIETSTROKE	Registered	88281452	6555596	11/09/2021
Manscaped, LLC	REFINED	Registered	90372182	6478643	09/07/2021
Manscaped, LLC	REFINING THE GENTLEMAN	Registered	87786324	5560761	09/11/2018
Manscaped, LLC	SKINSAFE	Registered	88281444	6201098	11/17/2020
Manscaped, LLC	THE CROP SHAVER	Registered	90355465	6609767	01/04/2022
Manscaped, LLC	THE JEWEL POUCH	Registered	97109213	7038479	04/25/2023
Manscaped, LLC	THE LAWN MOWER	Registered	88771590	6258179	01/26/2021
Manscaped, LLC	THE PLOW	Registered	88771589	6311894	04/06/2021
Manscaped, LLC	THE RIGHT TOOLS FOR THE JOB	Registered	88771593	6302485	03/23/2021
Manscaped, LLC	ULTRA PREMIUM and DESIGN	Registered	88981966	6429747	07/20/2021
Manscaped, LLC	ULTRA PREMIUM and DESIGN	Registered	88954283	6931522	12/20/2022
Manscaped, LLC	WE SAVE BALLS	Registered	88771587	6229853	12/22/2020
Manscaped, LLC	WEED WHACKER	Registered	88817990	6274141	02/16/2021
Manscaped, LLC	YOUR BALLS WILL THANK YOU	Registered	88771592	6262920	02/02/2021
Manscaped, LLC	CROP REVIVER	Registered	88284803	5828545	08/06/2019

EXHIBIT B

Patents and Patent Applications

U.S. Federal Patent Registrations and Applications

Grantor	Patent	Patent Type	Application Number	Filing Date	Registration Number
Manscaped, LLC	Vibration Dampening Connector for a Nose Hair Trimmer	Utility	17/149,571	15-Jan-2021	--
Manscaped, LLC	ELECTRIC RAZOR	Design	29/694,217	7-Jun-2019	D908,962
Manscaped, LLC	ELECTRIC RAZOR	Design	29/763,688	23-Dec-2020	D955,049
Manscaped, LLC	Hair Clipper with Removably Engageable Blade	Provisional	62/756,671	7-Nov-2018	--
Manscaped, LLC	Grooming Device	Utility	17/442,785	24-Sept-2021	US20230096359A1
Manscaped, LLC	HAIR CLIPPER WITH REMOVABLE ENGAGEABLE BLADE	Utility	16/963,630	21-Jul-2020	--
Manscaped, LLC	GROOMING DEVICE	Provisional	63/149,197	12-Feb-2021	--
Manscaped, LLC	BLADE AND GUARD	Design	29/776,509	30-Mar-2021	--
Manscaped, LLC	GROOMING DEVICE	Utility	17/442,785	30-Mar-2021	--
Manscaped, LLC	BODY OF AN ELECTRIC GROOMER	Design	29/776,030	26-Mar-2021	--
Manscaped, LLC	BLADE AND GUARD	Design	29/808,751	22-Sep-2021	--
Manscaped, LLC	BODY BUFFER	Design	29/850,778	23-Aug-2022	--
Manscaped, LLC	NOSE HAIR TRIMMER	Design	29/881,958	9-Jan-2023	--
Manscaped, LLC	BEARD TRIMMER	Design	29/873,004	23-Mar-2023	--
Manscaped, LLC	TRAVEL SHAVER	Design	29/874,355	18-Apr-2023	--
Manscaped, LLC	TOILETRY BAG	Design	29/873,583	4-Apr-2023	--