

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM838289

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Salon Lofts Group, LLC		09/08/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Golub Capital LLC, as administrative agent		
Street Address:	200 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10166		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	87157335	ISTUDIO SALONS	
Serial Number:	86581551	SL	
Serial Number:	77723002	I STUDIO SALONS	
Serial Number:	77785736	I STUDIO SALONS	
Serial Number:	77385697	SL	
Serial Number:	77345075	SALON CONCEPTS	
Serial Number:	85421660	THE SUITE LIFE.	
Serial Number:	85848553	SALONCONCEPTS	
Serial Number:	78978263	SALON LOFTS	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	rlavalle@kslaw.com		
Correspondent Name:	Ryan La Valle		
Address Line 1:	100 N. Wacker		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Ryan LA VALLE		

CH \$240.00 87157335

SIGNATURE:	/Ryan La Valle/
DATE SIGNED:	09/11/2023
Total Attachments: 7 source=Salon Lofts (Audax) - 2L Trademark Security Agreement (Executed)(46982996.1)#page1.tif source=Salon Lofts (Audax) - 2L Trademark Security Agreement (Executed)(46982996.1)#page2.tif source=Salon Lofts (Audax) - 2L Trademark Security Agreement (Executed)(46982996.1)#page3.tif source=Salon Lofts (Audax) - 2L Trademark Security Agreement (Executed)(46982996.1)#page4.tif source=Salon Lofts (Audax) - 2L Trademark Security Agreement (Executed)(46982996.1)#page5.tif source=Salon Lofts (Audax) - 2L Trademark Security Agreement (Executed)(46982996.1)#page6.tif source=Salon Lofts (Audax) - 2L Trademark Security Agreement (Executed)(46982996.1)#page7.tif	

Notwithstanding anything herein to the contrary, the lien and security interest granted to the Second Lien Agent pursuant to or in connection with this Agreement, the terms of any Collateral Document and the exercise of any right or remedy by the Second Lien Agent thereunder are subject to the provisions of that certain Intercreditor Agreement, dated as of September 8, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Intercreditor Agreement**”), among Golub Capital LLC as the First Lien Agent, and Golub Capital LLC, as the Second Lien Agent. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement or any Collateral Document, the terms of the Intercreditor Agreement shall control.

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 8, 2023, (the “Trademark Security Agreement”), is made by the entity listed on the signature page hereof (the “Grantor”), in favor of Golub Capital LLC, as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Second Lien Credit Agreement, dated as of September 8, 2023 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among SALON LOFTS GROUP, LLC, a Delaware limited liability company (the “Borrower”), SALON PARENT, INC., a Delaware corporation (“Holdings”), the other Persons (as defined therein) party thereto that are designated as a “Credit Party”, Golub Capital LLC, as Administrative Agent for the several financial institutions from time to time party thereto, 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 Grantor has entered into that certain Second Lien Guaranty and Security Agreement of even date with Credit Agreement in favor of the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”); and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which it is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Administrative Agent as follows:

Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at

stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (for the avoidance of doubt, no Lien or security interest is granted hereunder on any Excluded Property) (the “Trademark Collateral”):

(a) all of its Trademarks (other than any “intent to use” Trademark applications for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office (but only until such statement is filed and accepted with the U.S. Patent and Trademark Office)), including, without limitation, those referred to on Schedule 1 hereto;

all renewals and extensions of the foregoing;

all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, but subject to the terms of the Guaranty and Security Agreement, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks subject to a security interest hereunder.

Termination. This Trademark Security Agreement shall terminate and the Lien on the security interest in the Trademark Collateral shall be released upon the occurrence of the Facility Termination Date. Upon the termination of this Trademark Security Agreement, the Administrative Agent shall execute all documents, make all filings, and take all other actions reasonably requested by the Grantor to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

Governing Law. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Trademark Security Agreement, including its validity, interpretation, construction, performance and enforcement (including any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the 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.

Very truly yours,

SALON LOFTS GROUP, LLC,
as Grantor

By: 

Name: Brian Crowley

Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

GOLUB CAPITAL LLC,
as Administrative Agent

By: 

Name: Marc C. Robinson

Title: Senior Managing Director

[Signature Page to Second Lien Trademark Security Agreement]


TRADEMARK
REEL: 008193 FRAME: 0854

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

REGISTERED TRADEMARKS

<u>Trademark</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Owner</u>
ISTUDIO SALONS	87157335 (08/31/2016)	5185510 (04/18/2017)	Salon Lofts Group, LLC
	86581551 (03/30/2015)	4850615 (11/10/2015)	Salon Lofts Group, LLC
I STUDIO SALONS	77723002 (04/27/2009)	4075635 (12/27/2011)	Salon Lofts Group, LLC
	77785736 (07/21/2009)	4038991 (10/11/2011)	Salon Lofts Group, LLC
	77385697 (01/31/2008)	3632468 (06/02/2009)	Salon Lofts Group, LLC
	77345075 (12/5/2007)	3559851 (1/13/2009)	Salon Lofts Group, LLC

<i>The Suite Life.</i>	85421660 (9/13/2011)	4270645 (1/8/2013)	Salon Lofts Group, LLC
	85848553 (2/13/2013)	4457915 (12/31/2013)	Salon Lofts Group, LLC
SALON LOFTS	78978263 (9/25/2003)	3263267 (7/10/2007)	Salon Lofts Group, LLC

TRADEMARK APPLICATIONS

None.