

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM851075

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Ax Beauty Brands Global LLC		10/23/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Merchant Factors Corp.		
<b>Street Address:</b>	1441 Broadway, 22nd Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10018		
<b>Entity Type:</b>	Corporation: NEW YORK		
<b>PROPERTY NUMBERS Total: 81</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88498520	NATUREWELL	
<b>Serial Number:</b>	97546846	NATUREWELL MAMA	
<b>Serial Number:</b>	97775507	NATUREWELL NATURALS	
<b>Serial Number:</b>	97855729	NUTRITIVE HAIR DENSITY COMPLEX	
<b>Registration Number:</b>	5361056	DYNAMIC RENEWAL CREAM	
<b>Registration Number:</b>	4994917	NATURE WELL	
<b>Registration Number:</b>	5622100	NUTRI-BOOST	
<b>Registration Number:</b>	5192920	ATMOS SHIELD	
<b>Registration Number:</b>	5444209	AURADESCENCE	
<b>Registration Number:</b>	5087976	BIG REVIVAL BODIFYING HAIR MASK	
<b>Registration Number:</b>	4994919	BODY BREAKTHROUGH	
<b>Registration Number:</b>	5187931	CLIMATE CHANGE	
<b>Registration Number:</b>	5397177	FORMER GLORY	
<b>Registration Number:</b>	5330153	FORTIFINITY COMPLEX	
<b>Registration Number:</b>	5060816	HIGH SPIRITED WEIGHTLESS LEAVE IN CONDIT	
<b>Registration Number:</b>	5520122	MAGNIFYING GLASS	
<b>Registration Number:</b>	5061144	MAX CAPACITY	
<b>Registration Number:</b>	5087669	MEGA PLUMP 5 PROTEIN COMPLEX	
<b>Registration Number:</b>	5187991	MULTI-PHASIC SHIELDING COMPLEX	
		<b>TRADEMARK</b>	

OP \$2040.00 88498520

Property Type	Number	Word Mark
Registration Number:	5187990	PEARL FOAM
Registration Number:	7007947	REFRESHER COURSE
Registration Number:	5187928	SATIN PILLOW
Registration Number:	5187927	STRONG BOND
Registration Number:	5097351	THE GLOSS UP
Registration Number:	5047116	THE GREAT INFLATE AIR WHIPPED STYLING FO
Registration Number:	5397176	TIME CAPSULE
Registration Number:	5376123	UNCOMPROMISED
Registration Number:	5188037	WELL BEHAVED
Serial Number:	97504172	HATCHBEAUTY AGENCY
Serial Number:	97504195	HATCHBEAUTY PRODUCTS
Serial Number:	98060314	HATCHCOLLECTIVE
Serial Number:	97162178	FOUND
Serial Number:	97322913	MOTIV
Serial Number:	98046671	MOTIV
Serial Number:	90785331	WILDER
Serial Number:	97836235	CLOUD CHASER
Serial Number:	97904717	HAPPI(EST) SKIN
Serial Number:	97162193	HONEY & SOUL
Serial Number:	97225822	OF A KIND
Serial Number:	97715325	RHEIA
Serial Number:	98081540	TXTUR
Serial Number:	98081564	TXTUR4ALL
Serial Number:	87112001	BEAUTY'S MOST WANTED
Serial Number:	86759614	CIRCLE OF FRIENDS
Serial Number:	78968159	LITTLE DOCS
Serial Number:	88446304	A BEAUTY & WELLNESS INCUBATOR
Serial Number:	88097391	HATCHBEAUTY
Serial Number:	88446286	HATCHBEAUTY BRANDS
Serial Number:	88446299	HATCHBEAUTY BRANDS
Registration Number:	5350855	FOUND
Registration Number:	6719181	FOUND
Registration Number:	6821259	FOUND
Registration Number:	6798457	FOUND ACTIVE
Registration Number:	5371823	MIRACLE INGREDIENTS FROM AROUND THE WORL
Registration Number:	5282623	A TRICK OR TWO
Registration Number:	5541870	BIG DREAMS SMALL PORES
Registration Number:	5193083	CASHMERE SLIP

Property Type	Number	Word Mark
Registration Number:	5429812	CASTING CALL
Registration Number:	5388222	CREAM + POWDER = STAYING POWER
Registration Number:	5193084	FULL DISCLOSURE
Registration Number:	5371023	GRAND OPENING
Registration Number:	5493581	LIP CRAFT
Registration Number:	5201566	POWER LOCK
Registration Number:	5376778	RISK TAKER
Registration Number:	5307906	STUNT DOUBLE
Registration Number:	5192970	TRIPPLICITY
Registration Number:	5307504	LIQUE
Registration Number:	5337261	LIQUE REFLECTIONS
Registration Number:	6195644	REMI ROSE
Registration Number:	6195645	REMI ROSE
Registration Number:	5195951	SCENT MARKET
Registration Number:	5386900	STAR TREATMENT
Registration Number:	5476405	JUNKEE GIRL
Registration Number:	4933017	TATTOO JUNKEE
Registration Number:	4970060	TJ
Registration Number:	5387472	COLLATERAL DAMAGE
Registration Number:	5386908	THE COLOR AUTHORITY
Registration Number:	5571360	PERFORMANCE MATTERS
Registration Number:	5423653	WILDER
Registration Number:	5571309	WILDERLABS
Registration Number:	5587506	BIG DEAL

**CORRESPONDENCE DATA**

**Fax Number:** 2146154151

*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:** 2146154147

**Email:** cboyd@musgrovelaw.com

**Correspondent Name:** Cami Boyd c/o Musgrove Law Firm, P.C.

**Address Line 1:** 10000 N. Central Expwy.

**Address Line 2:** Suite 1000

**Address Line 4:** Dallas, TEXAS 75231

**NAME OF SUBMITTER:** Cami Boyd

**SIGNATURE:** /Cami Boyd/

**DATE SIGNED:** 11/04/2023

**Total Attachments: 20**

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**TRADEMARK COLLATERAL ASSIGNMENT  
AND SECURITY AGREEMENT**

**THIS TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT** (as amended, modified, supplemented, extended, renewed, restated or replaced from time to time, this "Agreement"), dated October 23, 2023 between Ax Beauty Brands LLC having its chief executive office at 1400 Broadway, 18<sup>th</sup> Floor, New York, NY 10018 ("Client") and MERCHANT FACTORS CORP. having a mailing address at 1441 BROADWAY, 22ND FLOOR, NEW YORK, NEW YORK 10018 ("Factor").

**WITNESSETH:**

WHEREAS, Factor has entered or is about to enter into certain financing arrangements with Client pursuant to that certain Factoring Agreement dated as of the date hereof (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Factoring Agreement"), pursuant to which Factor may purchase accounts and may make loans and advances and provide financial accommodations to Client, and other agreements, notes, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Agreement (all of the foregoing, together with the Factoring Agreement, and the Factoring Documents (as defined in the Factoring Agreement), as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Financing Agreements"); and

WHEREAS, in order to induce Factor to enter into the Factoring Agreement and the other Financing Agreements and to purchase accounts and make loans and advances and provide other financial accommodations to Client pursuant thereto, Client has agreed to grant to Factor certain collateral security as set forth herein;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Client hereby agrees as follows:

1. DEFINED TERMS

All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Factoring Agreement.

2. GRANT OF SECURITY INTEREST

As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations (as hereinafter defined), Client hereby grants to Factor, for itself and its affiliates, a collateral security interest in and a general lien upon, and a conditional assignment of, all of Client's right, title and interest in and to the following, whether now owned or hereafter acquired or arising and wherever located (collectively, the "Collateral"): (a) any and all trademarks, trade names, registered

trademarks, trademark applications, service marks, registered service marks and service mark applications, including (i) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Exhibit A, (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iv) the right to sue for past, present and future infringements and dilutions thereof, (v) the goodwill of Client's business symbolized by the foregoing or connected therewith, and (vi) all of Client's rights corresponding thereto throughout the world (collectively, the "Trademarks"); (b) all Trademark Licenses (as hereinafter defined); (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and (c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by Client against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Trademark License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark License. Notwithstanding anything contained in this Agreement to the contrary, the term "Collateral" shall not include any United States intent-to-use trademark applications 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 security interest filed in connection therewith under applicable federal law, provided that upon submission to and acceptance by the United States Patent and Trademark Office (the "USPTO") of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Collateral. For the purposes of this Agreement, "Trademark License" means (a) any licenses or other similar rights provided to Client in or with respect to any Trademark owned or controlled by any other Person, and (b) any licenses or other similar rights provided to any other Person in or with respect to any Trademark owned or controlled by Client, in each case, including (i) the license agreements listed on Exhibit B, and (ii) the right to use any of the licenses or other similar rights described in this definition in connection with the enforcement of the Factor's rights under the Financing Agreements.

### 3. OBLIGATIONS SECURED

The security interest, lien and other interests granted to Factor pursuant to this Agreement shall secure the prompt performance, observance and payment in full of all amounts of any nature whatsoever, direct or indirect, absolute or contingent, due or to become due, arising or incurred heretofore or hereafter, arising under this Agreement or any other agreement or by operation of law, now or hereafter owing by Client to Factor or to any affiliate of Factor. Said amounts include, but are not limited to loans, debts and liabilities heretofore or hereafter acquired by purchase or assignment from other present or future borrowers or clients of Factor, or through participation. Without limiting the foregoing, such amounts shall include all advances, loans, interest, commissions, customer later payment charges, cost, fees, expenses, taxes and all receivables charged or chargeable to Client's account under the Factoring Agreement, whether arising under this Agreement, the other Financing Agreements or by operation of law and whether incurred by Client as

principal, surety, endorser, guarantor or otherwise (all hereinafter referred to as "Obligations").

4. REPRESENTATIONS, WARRANTIES AND COVENANTS

Client hereby represents, warrants and covenants with and to Factor the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding) the truth and accuracy of which, or compliance therewith, being a continuing condition of the making of loans and advances and other financial accommodations by Factor to Client under the Financing Agreements:

(a) Client shall pay and perform all of the Obligations according to their terms.

(b) All of the existing Collateral is valid and subsisting in full force and effect, and Client owns the sole, full and clear title thereto, and the right and power to grant the security interest and conditional assignment granted hereunder, and has taken all necessary action to document the same, including, but not limited to, completing all applicable filings with the USPTO. Client shall, at Client's sole expense, perform all acts and execute all documents necessary or, in Factor's sole and absolute discretion, advisable to maintain the existence of the Collateral consisting of registered Trademarks as registered trademarks and to maintain all of the Collateral as valid and subsisting, including the filing of any renewal affidavits and applications. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except: (i) the security interests granted hereunder and (ii) the licenses permitted under Section 3(e) below.

(c) Client shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to the Collateral, or otherwise dispose of any of the Collateral, in each case without the prior written consent of Factor, except as otherwise permitted herein. Nothing in this Agreement shall be deemed a consent by Factor to any such action, except as such action is expressly permitted hereunder.

(d) Client shall, at Client's sole expense, promptly perform all acts and execute all documents requested at any time by Factor to evidence, perfect, maintain, record or enforce the security interest in and conditional assignment of the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Client hereby authorizes Factor to execute and file one or more financing statements (or similar documents) with respect to the Collateral, signed only by Factor or as otherwise determined by Factor. Client further authorizes Factor to have this Agreement or any other similar security agreement filed with the USPTO or any other appropriate federal, state or local government office.

(e) As of the date hereof, Client does not have any Trademarks registered, or the subject of pending applications, in the USPTO or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country,

other than those described in Exhibit A hereto and has not granted any licenses with respect thereto other than as set forth in Exhibit B hereto.

(f) Client shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Factor two (2) originals of a Special Power of Attorney in the form of Exhibit C annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Factor's exercise of the rights and remedies granted to Factor hereunder.

(g) Factor may, in its sole and absolute discretion, pay any amount or do any act which Client fails to pay or do as required hereunder or as requested by Factor to preserve, defend, protect, maintain, record or enforce the Obligations, the Collateral or the security interest and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, attorneys' fees and legal expenses. Client shall be liable to Factor for any such payment, which payment shall be deemed an advance by Factor to Client, shall be payable on demand together with interest at the highest rate then applicable to the indebtedness of Client to Factor set forth in the Factoring Agreement and shall be part of the Obligations secured hereby.

(h) Client shall not file any application for the registration of a Trademark with the USPTO or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, unless Client has given Factor thirty (30) days prior written notice of such action. If, after the date hereof, Client shall (i) obtain any registered Trademark, or apply for any such registration in the USPTO or in any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country or (ii) become an owner of any trademark registrations or applications for trademark registration used in the United States, any State thereof, any political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically apply thereto. Upon the request of Factor, Client shall promptly execute and deliver to Factor any and all assignments, agreements, instruments, documents and such other papers as may be requested by Factor to evidence the security interests in and conditional assignment of such Trademark in favor of Factor.

(i) Client has not abandoned any of the Trademarks and Client shall not do any act, nor omit to do any act, whereby the Trademarks may become invalidated, unenforceable, avoided or avoidable. Client shall notify Factor immediately if it knows or has reason to know of any reason why any application, registration or recording with respect to the Trademarks may become canceled, invalidated, avoided or avoidable, or why any application may not be granted.

(j) Client shall render any assistance, as Factor shall determine is necessary or advisable, to Factor in any proceeding before the USPTO, any federal or state court, or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of the Trademarks as Client's exclusive property and to protect Factor's interest therein, including the filing of applications for renewal, affidavits of use, affidavits of incontestability, and opposition, interference, and cancellation proceedings.



(k) No infringement or unauthorized use presently is being made of any of the Trademarks that would adversely affect in any material respect the fair market value of the Collateral or the benefits of this Agreement granted to Factor, including the validity, priority or perfection of the security interest granted herein or the remedies of Factor hereunder. There has been no judgment holding any Trademark invalid or unenforceable, in whole or part, nor is the validity or enforceability of any Trademark being questioned in any litigation or proceeding. Client shall promptly notify Factor if Client (or any affiliate thereof) learns of any act by any Person which infringes, or which may be reasonably likely to infringe, upon any Trademark. If requested by Factor, Client, at Client's sole expense, shall join with Factor in such action as Factor, in Factor's sole and absolute discretion, may deem advisable for the protection of Factor's interest in and to any or all of the Trademarks.

(l) Client assumes all responsibility and liability arising from the use of the Trademarks and Client hereby indemnifies and holds Factor harmless from and against any claim, suit, loss, damage, or expense (including attorneys' fees and legal expenses) arising out of any alleged defect in any service or product manufactured, promoted, or sold by Client (or any affiliate thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale, distribution or advertisement of any such product or service by Client (or any affiliate thereof). The foregoing indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination or non-renewal of the Factoring Agreement.

(m) Client shall promptly pay Factor for any and all expenditures made by Factor pursuant to the provisions of this Agreement or for the defense, protection, or enforcement of the Obligations, the Collateral, or the security interests and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and attorneys' fees and legal expenses. Such expenditures shall be payable on demand, together with interest at the highest rate then applicable to the indebtedness of Client to Factor set forth in the Factoring Agreement and shall be part of the Obligations secured hereby.

## 5. RIGHTS AND REMEDIES

Upon the occurrence of an Event of Default, and at any time thereafter, in addition to all other rights and remedies of Factor, whether provided under this Agreement, the Factoring Agreement, the other Financing Agreements, applicable law or otherwise, Factor shall have the following rights and remedies which may be exercised without notice to, or consent by, Client except as such notice or consent is expressly provided for hereunder:

(a) Factor may require that neither Client nor any affiliate of Client make any use of the Trademarks for any purpose whatsoever. Factor may make use of any Trademarks for the sale of goods, completion of work-in-process or rendering of services in connection with enforcing any other security interest granted to Factor by Client or any affiliate of Client or for such other reason as Factor may determine.

(b) Factor may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Factor shall in its sole and absolute discretion deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) Factor may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Client of intended disposition of Collateral is required by law, the giving of five (5) days prior written notice to Client of any proposed disposition shall be deemed reasonable notice thereof and Client waives any other notice with respect thereto. Factor shall have the power to buy the Collateral or any part thereof, and Factor shall also have the power to execute assurances and perform all other acts which Factor may, in its sole and absolute discretion, deem appropriate or proper to complete such assignment, sale or disposition.

(d) In addition to the foregoing, in order to implement the assignment, sale or other disposition of any of the Collateral pursuant to the terms hereof, Factor may at any time execute and deliver on behalf of Client, pursuant to the authority granted in the Powers of Attorney described in Section 3(f) hereof, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Client agrees to pay Factor on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and attorneys' fees and legal expenses. Client agrees that Factor has no obligation to preserve rights to the Trademarks against any other parties.

(e) Factor may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses thereof, including attorneys' fees and all legal, travel and other expenses which may be incurred by Factor. Thereafter, Factor may apply any remaining proceeds to such of the Obligations as Factor may in its sole and absolute discretion determine. In the event the proceeds of Collateral are insufficient to satisfy all of the Obligations in full, Client shall remain liable for any such deficiency and shall pay Factor on demand any such unpaid amount, together with interest at the highest rate then applicable to the indebtedness of Client to Factor set forth in the Factoring Agreement.

(f) Client shall supply to Factor or to Factor's designee, Client's knowledge and expertise relating to the manufacture, sale and distribution of the products and rendition of services to which the Trademarks relate.

(g) Nothing contained herein shall be construed as requiring Factor to take any such action at any time. All of Factor's rights and remedies, whether provided under this Agreement, the Factoring Agreement, the other Financing Agreements, applicable law or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

**6. JURY TRIAL WAIVER; OTHER WAIVERS AND CONSENTS; GOVERNING LAW**

(a) This Agreement is made and is to be performed under the laws of the State of New York and shall be governed by and construed and enforced in accordance with said law, excluding any principles of any conflicts of laws or other rule of law that would result in the application of the law of any jurisdiction other than the laws of the State of New York. Client and Factor expressly submit and consent to the jurisdiction of the state and federal courts located in the County of New York, State of New York with respect to any controversy arising out of or relating to this Agreement or any alteration, amendment, change, extension, modification, renewal, replacement, substitution, joinder or supplement hereto or to any transactions in connection herewith. Client and Factor irrevocably waive all claims, obligations and defenses that Client or Factor, as applicable, may have regarding such court's personal or subject matter jurisdiction, venue or inconvenient forum. Nothing herein shall limit the right of Factor to bring proceedings against Client in any other court. Each of the parties to this Agreement hereby waives personal service of any summons or complaint or other process or papers to be issued in any action or proceeding involving any such controversy and hereby agrees that service of such summons or complaint or process may be made by registered or certified mail to the other party at the address appearing on the signature page hereto.

(b) FACTOR AND CLIENT DO HEREBY WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING OF ANY KIND ARISING ON, OUT OF, BY REASON OF, OR RELATING IN WAY TO, THIS AGREEMENT OR THE INTERPRETATION OR ENFORCEMENT THEREOF OR TO ANY TRANSACTIONS HEREUNDER.

(c) Client waives presentment and protest of any instruments and all notices thereof, notice of default and all other notices to which it might otherwise be entitled.

(d) Factor shall not have any liability to Client (whether in tort, contract, equity or otherwise) for losses suffered by Client in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Factor that the losses were the result of Factor's acts or omissions constituting gross negligence or willful misconduct.

**7. MISCELLANEOUS**

(a) Unless otherwise specified herein, all notices pursuant to this Agreement shall be in writing and sent either (i) by hand, (ii) by certified mail, return receipt requested, or (iii) by recognized overnight courier service, to the other party at the address set forth herein, or to such other address as a party may from time to time furnish to the other party by notice. Any notice hereunder shall be deemed to have been given on (x) the day of hand delivery, (y) the third Business Day after the day it is deposited in the U.S.

Mail, if sent as aforesaid, or (z) the day after it is delivered to a recognized overnight courier service with instructions for next day delivery.

(b) Unless the context of this Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hereof", "herein", "hereby", "hereunder", and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. The word "Person" means natural persons, corporations, limited liability companies, limited partnerships, general partnerships, limited liability partnerships, joint ventures, trusts, land trusts, business trusts, or other organizations, irrespective of whether they are legal entities, and governments and agencies and political subdivisions thereof, and any reference herein to any Person shall be construed to include such Person's successors and assigns.

(c) Factor shall have the right to assign this Agreement; Client shall have no right to assign this Agreement; and this Agreement, the other Financing Agreements and any other document referred to herein shall inure to the benefit of and shall bind Factor and Client and their respective successors and assigns.

(d) No failure or delay by Factor in exercising any of its powers or rights hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such power or right preclude other or further exercise thereof or the exercise of any other right or power. Factor's rights, remedies and benefits hereunder are cumulative and not exclusive of any other rights, remedies or benefits which Factor may have. No waiver by Factor will be effective unless in writing and then only to the extent specifically stated.

(e) If any provision of this Agreement is found to be unenforceable or otherwise invalid under applicable law, such provision shall be ineffective only to the extent of such invalidity and the remaining provisions of this Agreement shall remain in full force and effect.

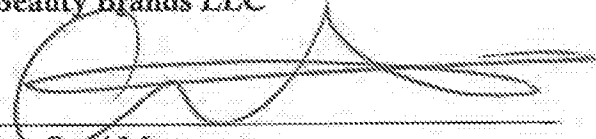
(f) This Agreement is the result of full and complete negotiation at arm's length by all parties hereto. No prior drafts or memoranda prepared by any party shall be used to construe or interpret any provision hereof, nor shall any one party be construed the "drafter" of this Agreement for the purpose of construing the terms, conditions or obligations set forth herein. This Agreement sets forth the entire understanding of the parties with respect to the matters set forth herein and supersedes in their entirety any and all

understandings and agreements, whether Written or oral, of the parties with respect to the foregoing. This Agreement cannot be changed, modified or amended in any respect except by a Writing executed by the party to be charged. Client acknowledges that it has been advised by counsel in connection with the execution of this Agreement and the other Financing Agreements and is not relying upon oral representations or statements inconsistent with the terms and provisions of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, Client and Factor have executed this Agreement as of the day and year first above written.

**Ax Beauty Brands LLC**

By:   
Name: Ouni Mamrout  
Title: Manager

**MERCHANT FACTORS CORP., as Factor**

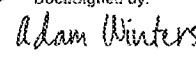
DocuSigned by:  
  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Authorized Signatory

EXHIBIT A  
TO  
TRADEMARK COLLATERAL ASSIGNMENT  
AND SECURITY AGREEMENT

TRADE NAMES, REGISTERED TRADEMARKS, TRADEMARK APPLICATIONS,  
REGISTERED SERVICE MARKS AND SERVICE MARK APPLICATIONS

<u>U.S. TRADEMARKS</u>			
<u>Serial #</u>	<u>Registration #</u>	<u>Mark</u>	<u>Country Filed In</u>
88498520	-	NATUREWELL	United States
97546846	-	NATUREWELL MAMA	United States
97775507	-	NATUREWELL NATURALS	United States
97855729	-	NUTRITIVE HAIR DENSITY COMPLEX	United States
87206226	5361056	DYNAMIC RENEWAL CREAM	United States
86978931	4994917	NATURE WELL	United States
87883994	5622100	NUTRI-BOOST	United States
87056643	5192920	ATMOS SHIELD	United States
87206213	5444209	AURADESCENCE	United States
86755991	5087976	BIG REVIVAL BODIFYING HAIR MASK	United States
86978998	4994919	BODY BREAKTHROUGH	United States
86920453	5187931	CLIMATE CHANGE	United States
87050227	5397177	FORMER GLORY	United States
86674865	5330153	FORTIFYNITY COMPLEX	United States
86755968	5060816	HIGH SPIRITED WEIGHTLESS LEAVE IN CONDITIONER	United States
87051153	5520122	MAGNIFYING GLASS	United States
86979956	5061144	MAX CAPACITY	United States
86690260	5087669	MEGA PLUMP 5 PROTEIN COMPLEX	United States
86934812	5187991	MULTI-PHASIC SHIELDING COMPLEX	United States
86934756	5187990	PEARL FOAM	United States
97162159	7007947	REFRESHER COURSE	United States
86920436	5187928	SATIN PILLOW	United States
86920430	5187927	STRONG BOND	United States
86980480	5097351	THE GLOSS UP	United States



86979607	5047116	THE GREAT INFLATE AIR WHIPPED STYLING FOAM	United States
87050224	5397176	TIME CAPSULE	United States
87048782	5376123	UNCOMPROMISED	United States
86950775	5188037	WELL BEHAVED	United States

<u>Serial #</u>	<u>Registration #</u>	<u>Mark</u>
97504172	-	HATCHBEAUTY AGENCY
97504195	-	HATCHBEAUTY PRODUCTS
98060314	-	HATCHCOLLECTIVE
97162178	-	FOUND
97322913	-	MOTIV
98046671	-	MOTIV
90785331	-	WILDER
97836235	-	CLOUD CHASER
97904717	-	HAPPI(EST) SKIN
97162193	-	HONEY & SOUL
97225822	-	OF A KIND
97715325	-	RHEIA
98081540	-	TXTUR
98081564	-	TXTUR4ALL

<u>Serial #</u>	<u>Registration #</u>	<u>Mark</u>
87112001	5481713	BEAUTY'S MOST WANTED & Design
86759614	5381052	CIRCLE OF FRIENDS LOGO
78968159	3302615	LITTLE DOCS
88446304	6031209	A BEAUTY & WELLNESS INCUBATOR
88097391	5721370	HATCHBEAUTY
88446286	6098900	HATCHBEAUTY BRANDS
88446299	6098901	HATCHBEAUTY BRANDS (stylized)

86337288	5350855	FOUND
88149562	6719181	FOUND
87701217	6821259	FOUND
90083679	6798457	FOUND ACTIVE
87976218	5371823	MIRACLE INGREDIENTS FROM AROUND THE WORLD
87139150	5282623	A TRICK OR TWO
87324368	5541870	BIG DREAMS SMALL PORES
87126150	5193083	CASHMERE SLIP
87401223	5429812	CASTING CALL
87324362	5388222	CREAM + POWDER = STAYING POWER
87126192	5193084	FULL DISCLOSURE
87126476	5371023	GRAND OPENING
87446501	5493581	LIP CRAFT
87036875	5201566	POWER LOCK
87325862	5376778	RISK TAKER
87126478	5307906	STUNT DOUBLE
87077232	5192970	TRIPPLICITY
86982835	5307504	LIQUE
87401795	5337261	LIQUE REFLECTIONS
87935502	6195644	REMI ROSE
87935550	6195645	REMI ROSE & Design
86304305	5195951	SCENT MARKET
86288769	5386900	STAR TREATMENT
87252224	5476405	Junkee Girl
86243086	4933017	TATTOO JUNKEE
86557717	4970060	TJ & Design (bow)
87050217	5387472	COLLATERAL DAMAGE
86299902	5386908	THE COLOR AUTHORITY
87313292	5571360	PERFORMANCE MATTERS
86332721	5423653	WILDER

87288192	5571309	WILDERLABS
87553183	5587506	BIG DEAL

EXHIBIT B  
TO  
TRADEMARK COLLATERAL ASSIGNMENT  
AND SECURITY AGREEMENT  
TRADEMARK LICENSES

EXHIBIT C  
TO  
TRADEMARK COLLATERAL ASSIGNMENT  
AND SECURITY AGREEMENT  
SPECIAL POWER OF ATTORNEY

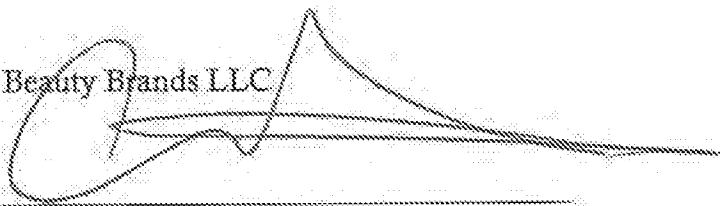
STATE OF \_\_\_\_\_ )  
  ) ss.:  
COUNTY OF \_\_\_\_\_ )

Ax Beauty Brands LLC, a Delaware limited liability company with its principal place of business at 1400 Broadway, 18<sup>th</sup> Floor, New York, NY 10018 ("Client") hereby appoints and constitutes MERCHANT FACTORS CORP. with offices at 1441 Broadway, 22<sup>nd</sup> Floor, New York, NY 10018 ("Factor"), and each officer thereof, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Client:

- 1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which Factor, in its sole and absolute discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Client in and to any Trademarks, as such term is defined in the Trademark Collateral Assignment and Security Agreement, dated as of the date hereof, between Client and Factor (the "Agreement"), or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.
- 2. Execution and delivery of any and all documents, statements, certificates or other papers which Factor, in its sole and absolute discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney is made pursuant to the Agreement and is subject to the terms and provisions thereof. This Power of Attorney, being coupled with an interest, is irrevocable until all "Obligations," as such term is defined in the Agreement, are paid in full and the Agreement is terminated in writing by Factor.

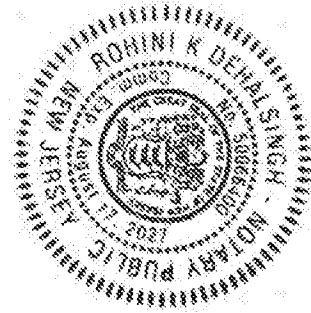
Dated: October 23, 2023

Ax Beauty Brands LLC  
  
By: \_\_\_\_\_  
Name: Ouni Mamrout  
Title: Manager

STATE OF New York )  
 ) ss.  
COUNTY OF New York )

On the 23 day of [October] in the year 20[24], before me, the undersigned, personally appeared Owini Manivont, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signatures on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Rohini K. Dehal Singh  
Notary Public



# UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

Lien Solutions  
Representation of filing

This filing is Completed  
File Number : 20237330516  
File Date : 27-Oct-2023

A. NAME & PHONE OF CONTACT AT SUBMITTER (optional) Name: Wolters Kluwer Lien Solutions Phone: 800-331-3282 Fax: 818-662-4141	
B. E-MAIL CONTACT AT SUBMITTER (optional) uccfilingreturn@wolterskluwer.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 21269 - KLESTADT &	
Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	95741869 DEDE
File with: Secretary of State, DE SEE BELOW FOR SECURED PARTY CONTACT INFORMATION	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here  and provide the individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME Ax Beauty Brands Global LLC				
OR				
1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c. MAILING ADDRESS				
1400 Broadway, 18th Floor		CITY New York	STATE NY	POSTAL CODE 10018
COUNTRY USA				

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here  and provide the individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR				
2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
2c. MAILING ADDRESS				
		CITY	STATE	POSTAL CODE
				COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME Merchant Factors Corp.				
OR				
3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c. MAILING ADDRESS				
1441 Broadway, 22nd Floor		CITY New York	STATE NY	POSTAL CODE 10018
COUNTRY USA				

4. COLLATERAL: This financing statement covers the following collateral:  
All properties, assets and rights of Debtor, wherever located, whether now owned or hereafter acquired or arising, and all Proceeds and products thereof, including: all Accounts, Chattel Paper (including Electronic Chattel Paper), Commercial Tort Claims, Deposit Accounts, Documents, General intangibles (including without limitation licenses, domain names, websites, intellectual property, patents, trademarks and copyrights, registered trade dress, trade secrets, and payment intangibles, and the goodwill of the business connected with the use of and symbolized by the marks), Goods (including inventory (including all merchandise and other Goods, and all additions, substitutions and replacements thereof, together with all Goods and materials used or usable in manufacturing, processing, packaging or shipping such Inventory) and Equipment), Instruments, Investment Property, Letter-of-Credit Rights, returned goods, and Supporting Obligations, all reserves, matured funds, credit balances and other property of Debtor in Secured Party's possession, all rights of stoppage in transit, replevin, repossession, reclamation and all other rights and remedies of an unpaid vendor, all Records, and all insurance policies and proceeds and rights relating thereto.

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and Instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative	
6a. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility	
6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing	
7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licenser	

8. OPTIONAL FILER REFERENCE DATA:  
95741869 Merchant/Ax Beauty

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

Lien Solutions
Representation of filing

This filing is Completed
File Number : 20237329872
File Date : 27-Oct-2023

A. NAME & PHONE OF CONTACT AT SUBMITTER (optional)
Name: Wolters Kluwer Lien Solutions Phone: 800-331-3282 Fax: 818-662-4141
B. E-MAIL CONTACT AT SUBMITTER (optional)
uccfilingreturn@wolterskluwer.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 21269 - KLESTADT &
Lien Solutions 95741826
P.O. Box 29071 DEDE
Glendale, CA 91209-9071
File with: Secretary of State, DE
SEE BELOW FOR SECURED PARTY CONTACT INFORMATION

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here [ ] and provide the individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME
Ax Beauty Brands LLC
OR
1b. INDIVIDUAL'S SURNAME
FIRST PERSONAL NAME
ADDITIONAL NAME(S)/INITIAL(S)
SUFFIX
1c. MAILING ADDRESS
1400 Broadway, 18th Floor
CITY New York STATE NY POSTAL CODE 10018 COUNTRY USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here [ ] and provide the individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME
OR
2b. INDIVIDUAL'S SURNAME
FIRST PERSONAL NAME
ADDITIONAL NAME(S)/INITIAL(S)
SUFFIX
2c. MAILING ADDRESS
CITY STATE POSTAL CODE COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME
Merchant Factors Corp.
OR
3b. INDIVIDUAL'S SURNAME
FIRST PERSONAL NAME
ADDITIONAL NAME(S)/INITIAL(S)
SUFFIX
3c. MAILING ADDRESS
1441 Broadway, 22nd Floor
CITY New York STATE NY POSTAL CODE 10018 COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral:
All properties, assets and rights of Debtor, wherever located, whether now owned or hereafter acquired or arising, and all Proceeds and products thereof, including: all Accounts, Chattel Paper (including Electronic Chattel Paper), Commercial Tort Claims, Deposit Accounts, Documents, General intangibles (including without limitation licenses, domain names, websites, intellectual property, patents, trademarks and copyrights, registered trade dress, trade secrets, and payment intangibles, and the goodwill of the business connected with the use of and symbolized by the marks), Goods (including inventory (including all merchandise and other Goods, and all additions, substitutions and replacements thereof, together with all Goods and materials used or usable in manufacturing, processing, packaging or shipping such Inventory) and Equipment), Instruments, Investment Property, Letter-of-Credit Rights, returned goods, and Supporting Obligations, all reserves, matured funds, credit balances and other property of Debtor in Secured Party's possession, all rights of stoppage in transit, replevin, repossession, reclamation and all other rights and remedies of an unpaid vendor, all Records, and all insurance policies and proceeds and rights relating thereto.

5. Check only if applicable and check only one box: Collateral is [ ] held in a Trust (see UCC1Ad, item 17 and Instructions) [ ] being administered by a Decedent's Personal Representative
6a. Check only if applicable and check only one box:
[ ] Public-Finance Transaction [ ] Manufactured-Home Transaction [ ] A Debtor is a Transmitting Utility [ ] Agricultural Lien [ ] Non-UCC Filing
6b. Check only if applicable and check only one box:
7. ALTERNATIVE DESIGNATION (if applicable): [ ] Lessee/Lessor [ ] Consignee/Consignor [ ] Seller/Buyer [ ] Bailee/Bailor [ ] Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:
95741826