

**TRADEMARK ASSIGNMENT COVER SHEET**

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM871130

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
DeMert Brands, LLC		01/17/2024	Limited Liability Company: FLORIDA

**RECEIVING PARTY DATA**

<b>Name:</b>	Valley National Bank, as Agent for the Lenders
<b>Street Address:</b>	579 FIFTH AVENUE
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10017
<b>Entity Type:</b>	National Banking Association: UNITED STATES

**PROPERTY NUMBERS Total: 73**

Property Type	Number	Word Mark
Registration Number:	5405767	AERO LAK
Registration Number:	4382288	ALL EYES ON ME
Serial Number:	98121714	ALL EYES ON ME
Registration Number:	5380086	ALL SET
Registration Number:	5390806	AVEC
Serial Number:	98217340	BALANCING ACT
Serial Number:	97019641	BEACH BABE
Registration Number:	4423914	BEACH BABE
Registration Number:	7095167	BEACH BABE
Registration Number:	5236568	BEACH BABE
Registration Number:	4275728	BEAT THE HEAT
Serial Number:	97019651	BLONDE MOMENT
Registration Number:	5147643	BLONDE MOMENT
Registration Number:	7069594	CLEAN FREAK
Registration Number:	4074079	CLEAN FREAK
Serial Number:	97393568	CURL STRONG
Registration Number:	5729102	CURL TALK
Registration Number:	5716399	DEMERT
Registration Number:	5481117	DEMERT NAIL ENAMEL DRYER

OP \$1840.00 5405767

**TRADEMARK**

Property Type	Number	Word Mark
Registration Number:	4470117	DEVELOP 10
Registration Number:	4836417	DOUBLE TAKE
Registration Number:	0718007	DRYFAST
Registration Number:	7170358	FRIZZLOCK COMPLEX
Registration Number:	5405766	GEFDEN
Registration Number:	4357077	GIRL POWDER
Registration Number:	5940080	GLISTEN UP
Registration Number:	1584242	HI-PRO-PAC
Registration Number:	4594453	INTENSIVE HAIR UNIT
Registration Number:	4382289	KINKY MOVES
Registration Number:	4231296	KNOTTY TO NICE
Registration Number:	5794683	LET YOUR CURLS DO THE TALKING
Serial Number:	98138015	LIVE YOUR HAIR'S BEST LIFE
Registration Number:	7170637	LOVE FOR HUE
Registration Number:	4970202	LOVE FOR HUE
Registration Number:	4326112	MOROCCAN MEND
Registration Number:	5855890	NO ONE DOES IT LIKE YOU
Registration Number:	5979232	NOT MY MAMA'S
Registration Number:	4482689	NOT YOUR MOTHER'S
Serial Number:	97607267	NOT YOUR MOTHER'S
Serial Number:	98139932	NOT YOUR MOTHER'S
Registration Number:	3815052	NOT YOUR MOTHER'S
Serial Number:	98138027	NOT YOUR MOTHER'S KIDS
Registration Number:	6874262	NOT YOUR MOTHER'S NATURALS
Serial Number:	98139491	NOT YOUR MOTHER'S NATURALS
Registration Number:	5837634	NOT YOUR MOTHER'S
Registration Number:	4565483	NYM
Serial Number:	98138020	NYM
Registration Number:	5922788	PART TIME
Registration Number:	4594452	PLUMP FOR JOY
Serial Number:	97019667	PLUMP FOR JOY
Registration Number:	7171626	PLUMP FOR JOY
Registration Number:	3900836	PROFESSIONÄL
Registration Number:	2512065	PROFESSIONAL
Registration Number:	4275729	SHE'S A TEASE
Registration Number:	2987838	SILK WORKS
Registration Number:	7238137	SLEEP ON IT
Serial Number:	97019679	WAY TO GROW

Property Type	Number	Word Mark
Registration Number:	4223186	WAY TO GROW
Registration Number:	5608835	WIG & WEAVE
Registration Number:	5855497	WIG & WEAVE
Registration Number:	4471034	
Registration Number:	4634418	
Registration Number:	4564257	
Registration Number:	4564258	
Registration Number:	4564256	
Serial Number:	98224869	
Serial Number:	98224870	
Serial Number:	98224871	
Serial Number:	98224872	
Serial Number:	98224873	
Serial Number:	98224875	
Serial Number:	98159318	
Serial Number:	98292982	

**CORRESPONDENCE DATA**

Fax Number: 7349302494

*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: 2489251921

Email: trademarks@bodmanlaw.com

Correspondent Name: Jennifer M. Hetu

Address Line 1: 201 South Division Street, Suite 400

Address Line 4: Ann Arbor, MICHIGAN 48104

NAME OF SUBMITTER:	Jennifer M. Hetu
SIGNATURE:	/jmh/
DATE SIGNED:	01/25/2024

**Total Attachments: 13**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of January 17, 2024 between the undersigned (the “Debtor”) and Valley National Bank, as Agent for the Lenders (as defined below) (“Secured Party”).

### WITNESSETH

A. WHEREAS, pursuant to that certain Revolving Credit and Term Loan Agreement dated as of January 18, 2019 (as amended, restated or otherwise modified from time to time, the “Credit Agreement”) by and among NYM Buyer, LLC, a Delaware limited liability company (“NYM”) and DeMert Brands, LLC, a Florida limited liability company (“DeMert”) (each, individually a “Borrower,” and collectively “the Borrowers”), the financial institutions from time to time signatory thereto (individually a “Lender”, and any and all such financial institutions collectively the “Lenders”) and Secured Party, the Secured Party has agreed, subject to the satisfaction of certain terms and conditions, to make Advances to the Borrowers, individually, or jointly and severally, as provided therein; and

B. WHEREAS, in connection with the Credit Agreement, the Debtor has executed and delivered that certain Security Agreement, dated as of the date hereof, to the Secured Party (as amended or otherwise modified from time to time, the “Security Agreement”); and

C. WHEREAS, as a condition precedent to the making of the Advances under the Credit Agreement, the Debtor is required to execute and deliver this Agreement and to further confirm the grant to the Secured Party for the benefit of the Secured Party a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Indebtedness (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Secured Party to make Advances (including the initial Advance) to the Borrowers pursuant to the Credit Agreement, Debtor agrees, for the benefit of the Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment and performance when due of all of the Indebtedness, the Debtor does hereby mortgage, pledge and hypothecate to the Secured Party, and grant to the Secured Party a security interest in, all of the following property of the Debtor (the “Trademark Collateral”), whether now owned or hereafter acquired or existing:

(a) all license agreements with any other Person in connection with any of the Trademarks or such other Person’s names or trademarks, whether the Debtor is a licensor or a licensee under any such license agreement, including, without limitation, the license agreements listed on *Schedule 1.1* hereto and made a part hereof, subject, in each case, to the terms of such

license agreements, and the right to prepare for sale, and to sell and advertise for sale, all inventory now or hereafter covered by such licenses;

(b) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations (except any intent-to-use trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law), and any renewals thereof, including, without limitation, each registration and application identified on **Schedule 1.1** attached hereto and made a part hereof, and including without limitation (a) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (b) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Trademark Licenses entered into in connection therewith, and damages and payments for past or future infringements thereof) and (c) all rights corresponding thereto and all other rights of any kind whatsoever of the Debtor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin;

(c) all renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by each of the items described in, clauses (a), (b) and (c); and

(e) all proceeds of, and rights associated with, the foregoing, including any right to sue or claim by the Debtor against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in **Schedule 1.1** attached hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Debtor for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Security Agreement as security for the discharge and performance of the Indebtedness. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. The Agent shall, upon the written request of the Debtor, execute and deliver to the Debtor a proper instrument or instruments acknowledging the release of the security interest and Liens established hereby on any Trademark Collateral: (a) if the sale or other disposition of such Trademark Collateral is permitted under the terms of the Credit Agreement, (b) if the sale or other disposition of such Trademark Collateral is not permitted under the terms of the Credit Agreement, provided that the requisite Lenders under

such Credit Agreement shall have consented to such sale or disposition in accordance with the terms thereof, or (c) if such release has been approved by the requisite Lenders in accordance with **Section 12.11** of the Credit Agreement.

SECTION 5. Acknowledgment. The Debtor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

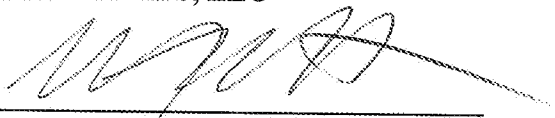
SECTION 6. Loan Documents, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DEBTOR:

**DEMERT BRANDS, LLC**

By:   
Name: Matthew Short  
Its: Vice President



SECURED PARTY:

VALLEY NATIONAL BANK, as Agent

By: [Signature]  
Name: David M. Grand  
Title: FVP

Signature page to Trademark Security Agreement  
(4863-4603-8171)

TRADEMARK  
REEL: 008327 FRAME: 0245

**SCHEDULE 1.1**

**TRADEMARK COLLATERAL**

**U.S. TRADEMARKS**

<b>Mark</b>	<b>App. No./Reg. No.</b>	<b>Filing Date</b>	<b>Registration Date</b>
<u>AEROLAK</u>	RN: 5405767 SN: 87501173	June 22, 2017	February 20, 2018
<u>ALL EYES ON ME</u>	RN: 4382288 SN: 85645500	June 7, 2012	August 13, 2013
<u>ALL EYES ON ME</u>	SN: 98121714	August 8, 2023	
<u>ALL SET</u>	RN: 5380086 SN: 87501177	June 22, 2017	January 16, 2018
<u>AVEC</u>	RN: 5390806 SN: 87501169	June 22, 2017	January 30, 2018
<u>BALANCING ACT</u>	SN: 98217340	October 10, 2023	
<u>BEACH BABE</u>	SN: 97019641	September 9, 2021	
<u>BEACH BABE</u>	RN: 4423914 SN: 85639580	May 31, 2012	October 29, 2013
<u>BEACH BABE</u>	RN: 7095167 SN: 97975512	September 9, 2021	June 27, 2023
<u>BEACH BABE</u>	RN: 5236568 SN: 87253895	December 1, 2016	July 4, 2017
<u>BEAT THE HEAT</u>	RN: 4275728 SN: 85645467	June 7, 2012	January 15, 2013

Mark	App. No./Reg. No.	Filing Date	Registration Date
<u>BLONDE MOMENT</u>	SN: 97019651	September 9, 2021	
<u>BLONDE MOMENT</u>	RN: 5147643 SN: 86799027	October 26, 2015	February 21, 2017
<u>CLEAN FREAK</u>	RN: 7069594 SN: 97019655	September 9, 2021	May 30, 2023
<u>CLEAN FREAK</u>	RN: 4074079 SN: 85318995	May 12, 2011	December 20, 2011
<u>CURL STRONG</u>	SN: 97393568	May 3, 2022	
<u>CURL TALK</u>	RN: 5729102 SN: 87757254	January 16, 2018	April 16, 2019
<u>DEMERT</u>	RN: 5716399 SN: 87504610	June 26, 2017	April 2, 2019
<u>DEMERT NAIL ENAMEL DRYER and Design</u> 	RN: 5481117 SN: 87684138	November 14, 2017	May 29, 2018
<u>DEVELOP 10</u>	RN: 4470117 SN: 85950463	June 4, 2013	January 21, 2014
<u>DOUBLE TAKE</u>	RN: 4836417 SN: 86567627	March 18, 2015	October 20, 2015
<u>DRYFAST</u>	RN: 0718007 SN: 72104950	September 21, 1960	July 4, 1961

<b>Mark</b>	<b>App. No./Reg. No.</b>	<b>Filing Date</b>	<b>Registration Date</b>
<u>FRIZZLOCK COMPLEX</u>	RN: 7170358 SN: 90712018	May 14, 2021	September 19, 2023
<u>GEFDEN</u>	RN: 5405766 SN: 87501172	June 22, 2017	February 20, 2018
<u>GIRL POWDER</u>	RN: 4357077 SN: 85731969	September 18, 2012	June 25, 2013
<u>GLISTEN UP</u>	RN: 5940080 SN: 88339519	March 14, 2019	December 17, 2019
<u>HI-PRO-PAC</u>	RN: 1584242 SN: 73770573	December 20, 1988	February 27, 1990
<u>INTENSIVE HAIR UNIT</u>	RN: 4594453 SN: 86100742	October 24, 2013	August 26, 2014
<u>KINKY MOVES</u>	RN: 4382289 SN: 85645526	June 7, 2012	August 13, 2013
<u>KNOTTY TO NICE</u>	RN: 4231296 SN: 85448571	October 17, 2011	October 23, 2012
<u>LET YOUR CURLS DO THE TALKING</u>	RN: 5794683 SN: 88278581	January 28, 2019	July 2, 2019
<u>LIVE YOUR HAIR'S BEST LIFE</u>	SN: 98138015	August 17, 2023	
<u>LOVE FOR HUE</u>	RN: 7170637 SN: 97019657	September 9, 2021	September 19, 2023
<u>LOVE FOR HUE</u>	RN: 4970202 SN: 86582608	March 31, 2015	May 31, 2016

Mark	App. No./Reg. No.	Filing Date	Registration Date
<u>MOROCCAN MEND</u>	RN: 4326112 SN: 85656436	June 20, 2012	April 23, 2013
<u>NO ONE DOES IT LIKE YOU</u>	RN: 5855890 SN: 88278580	January 28, 2019	September 10, 2019
<u>NOT MY MAMA'S</u>	RN: 5979232 SN: 88193698	November 14, 2018	February 4, 2020
<u>NOT YOUR MOTHER'S</u>	RN: 4482689 SN: 85980776	November 21, 2011	February 11, 2014
<u>NOT YOUR MOTHER'S</u>	SN: 97607267	September 26, 2022	
<u>NOT YOUR MOTHER'S</u> and Design  <b>NOT YOUR MOTHER'S</b>	SN: 98139932	August 18, 2023	
<u>NOT YOUR MOTHER'S</u>	RN: 3815052 SN: 77472858	May 13, 2008	July 6, 2010
<u>NOT YOUR MOTHER'S</u> <u>KIDS</u>	SN: 98138027	August 17, 2023	
<u>NOT YOUR MOTHER'S</u> <u>NATURALS</u>	RN: 6874262 SN: 97019898	September 9, 2021	October 11, 2022
<u>NOT YOUR MOTHER'S</u> <u>NATURALS</u> and Design  <b>NOT YOUR MOTHER'S NATURALS</b>	SN: 98139491	August 18, 2023	

Mark	App. No./Reg. No.	Filing Date	Registration Date
<u>NOT YOUR MOTHER'S and Design</u>  NOT YOUR MOTHER'S	RN: 5837634 SN: 88014967	June 26, 2018	August 20, 2019
<u>NYM (Stylized)</u>  	RN: 4565483 SN: 85982133	March 19, 2013	July 8, 2014
<u>NYM and Design</u>  	SN: 98138020	August 17, 2023	
<u>PART TIME</u>	RN: 5922788 SN: 88339523	March 14, 2019	November 26, 2019
<u>PLUMP FOR JOY</u>	RN: 4594452 SN: 86100707	October 24, 2013	August 26, 2014
<u>PLUMP FOR JOY</u>	SN: 97019667	September 9, 2021	
<u>PLUMP FOR JOY</u>	RN: 7171626 SN: 97975813	September 9, 2021	September 19, 2023
<u>PROFESSIONÄL and Design</u>  PROFESSIONÄL	RN: 3900836 SN: 76694329	November 18, 2008	January 4, 2011
<u>PROFESSIONAL</u>	RN: 2512065 SN: 76055771	May 24, 2000	November 27, 2001
<u>SHE'S A TEASE</u>	RN: 4275729 SN: 85645486	June 7, 2012	January 15, 2013
<u>SILK WORKS and Design</u>  SILK WORKS	RN: 2987838 SN: 76538304	August 18, 2003	August 23, 2005

Mark	App. No./Reg. No.	Filing Date	Registration Date
<u>SLEEP ON IT</u>	RN: 7238137 SN: 97603559	September 22, 2022	December 5, 2023
<u>WAY TO GROW</u>	SN: 97019679	September 9, 2021	
<u>WAY TO GROW</u>	RN: 4223186 SN: 85448587	October 17, 2011	October 9, 2012
<u>WIG &amp; WEAVE and Design</u> 	RN: 5608835 SN: 87684129	November 14, 2017	November 13, 2018
<u>WIG &amp; WEAVE and Design</u> 	RN: 5855497 SN: 88214793	December 3, 2018	September 10, 2019
<u>Design Only</u> 	RN: 4471034 SN: 86055084	September 4, 2013	January 21, 2014
<u>Design Only</u> 	RN: 4634418 SN: 86055207	September 4, 2013	November 4, 2014

Mark	App. No./Reg. No.	Filing Date	Registration Date
<u>Design Only</u> 	RN: 4564257 SN: 86147944	December 19, 2013	July 8, 2014
<u>Design Only</u> 	RN: 4564258 SN: 86147947	December 19, 2013	July 8, 2014
<u>Design Only</u> 	RN: 4564256 SN: 86147933	December 19, 2013	July 8, 2014
<u>Design Only</u> 	SN: 98224869	October 16, 2023	
<u>Design Only</u> 	SN: 98224870	October 16, 2023	
<u>Design Only</u> 	SN: 98224871	October 16, 2023	



Mark	App. No./Reg. No.	Filing Date	Registration Date
<u>Design Only</u> 	SN: 98224872	October 16, 2023	
<u>Design Only</u> 	SN: 98224873	October 16, 2023	
<u>Design Only</u> 	SN: 98224875	October 16, 2023	
<u>Design Only</u> 	SN: 98159318	August 31, 2023	
<u>No Text Elements</u> 	SN: 98292982	November 30, 2023	