

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM872297

<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>
AURA SALONWARE, INC.		01/30/2024	Corporation: DELAWARE
WINWORKS SOFTWARE LLC		01/30/2024	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ALTER DOMUS (US) LLC		
<b>Street Address:</b>	225 W. WASHINGTON STREET		
<b>Internal Address:</b>	9TH FLOOR		
<b>City:</b>	CHICAGO		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6168598	AURA SALONWARE	
<b>Registration Number:</b>	5917000	SALONOS	
<b>Registration Number:</b>	4949272	AUTOFLUENT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175269899		
<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>			
<b>Phone:</b>	617.526.9708		
<b>Email:</b>	ypan@proskauer.com		
<b>Correspondent Name:</b>	Gregory R. Dewire		
<b>Address Line 1:</b>	Proskauer Rose LLP		
<b>Address Line 2:</b>	One International Place		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110-2600		
<b>ATTORNEY DOCKET NUMBER:</b>	54934.064		
<b>NAME OF SUBMITTER:</b>	Gregory R. Dewire		
<b>SIGNATURE:</b>	/Gregory R. Dewire/		
<b>DATE SIGNED:</b>	01/30/2024		

CH \$90.00 6168598

**Total Attachments: 5**

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**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK SECURITY AGREEMENT**, dated as of January 30, 2024 (this “**Agreement**”) by **AURA SALONWARE, INC.**, a Delaware corporation (“**AURA**”) and **WINWORKS SOFTWARE LLC**, a Delaware limited liability company (“**Winworks**”, and together with **AURA**, each a “**Grantor**” and, collectively, the “**Grantors**”), in favor of **ALTER DOMUS (US) LLC**, in its capacity as collateral agent (the “**Collateral Agent**”) for the Secured Parties.

**WITNESSETH:**

**WHEREAS**, reference is made to that certain Credit and Guaranty Agreement, dated as of November 27, 2023 (as amended, restated, amended and restated, replaced, extended, supplemented, or otherwise modified in writing from time to time, the “**Credit Agreement**”), by and among **FULLSTEAM OPERATIONS LLC** (the “**Borrower**”), **FULLSTEAM LLC**, certain of their respective Subsidiaries party thereto from time to time, as Guarantors, the lenders party thereto from time to time (the “**Lenders**”), and **ALTER DOMUS (US) LLC**, as Administrative Agent and Collateral Agent;

**WHEREAS**, the Lenders are willing to make the Loans and certain financial accommodations to the Borrower as provided for in the Credit Agreement, upon the condition, among others, that the Grantors shall have executed and delivered to the Collateral Agent, for the benefit of the Secured Parties, that certain Pledge and Security Agreement dated as of November 27, 2023 (including all annexes, exhibits or schedules thereto, as amended, restated, amended and restated, replaced, extended, supplemented, or otherwise modified in writing from time to time, the “**Security Agreement**”);

**WHEREAS**, pursuant to the Security Agreement, the Grantors are required to execute and deliver to the Collateral Agent, for the benefit of the Secured Parties, this Agreement.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors hereby agree as follows:

1. **DEFINED TERMS**. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.
2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. The Grantors hereby grant to the Collateral Agent, for the benefit of the Secured Parties, a continuing first priority security interest in all of the Grantors’ right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”):

(a) all of its Trademarks and Trademark Licenses to which each Grantor is a party including those referred to on Schedule I hereto but excluding 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 solely to the extent that the grant of a security interest therein would not breach or invalidate any Trademark License, as further provided in the Security Agreement;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantors against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. **SECURITY AGREEMENT.** The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. The Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
4. **RECORDATION.** Each Grantor hereby authorizes and requests that the Commissioner for Trademarks and any other applicable government officer or authority record this Agreement.
5. **COUNTERPARTS.** This 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.
6. **CONFLICTS.** In the event there is any conflict between the terms of this Agreement and the terms of the Security Agreement, the Security Agreement shall control.
7. **GOVERNING LAW.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to any conflict of laws principles.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the Grantors have caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**AURA SALONWARE, INC.,**

DocuSigned by:

By: Michael Lawler  
Name: Michael Lawler  
Title: Chief Executive Officer


**WINWORKS SOFTWARE LLC,**

DocuSigned by:

By: Michael Lawler  
Name: Michael Lawler  
Title: Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

ALTER DOMUS (US) LLC,  
as the Collateral Agent

By:   
Name: Pinju Chiu  
Title: Associate Counsel

[Signature Page to Trademark Security Agreement -- Q4 2023]

**TRADEMARK**  
**REEL: 008331 FRAME: 0677**

Schedule I

Trademarks

Trademark	Owner	Reg. No. App. No.	Application Date	Registration Date
AURA SALONWARE	AURA Salonware, Inc.	RN: 6168598 SN: 88842376	March 20, 2020	October 6, 2020
SalonOS	AURA Salonware, Inc.	RN: 5917000 SN: 88236765	December 20, 2018	November 19, 2019
AUTOFLUENT	Winworks Software LLC	RN: 4,949,272 SN: 86/564,887	March 16, 2015	May 3, 2016