

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI48652

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MAV Beauty Canada, Inc.		02/22/2024	Corporation: CANADA
RECEIVING PARTY DATA			
Company Name:	ACF FINCO I LP		
Street Address:	560 White Plains Road		
Internal Address:	Suite 400		
City:	Tarrytown		
State/Country:	NEW YORK		
Postal Code:	10591		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 26			
Property Type	Number	Word Mark	
Serial Number:	98223158	STYLE FLEX	
Serial Number:	78343682	CAKE BEAUTY	
Serial Number:	78512620	CAKE WALK	
Serial Number:	97116928	APPLE MIRACLE	
Serial Number:	97063368	INSTANTLY THICK + BIOTIN	
Serial Number:	97466833	REPAIR BOND	
Serial Number:	97640260	SUPER COILS	
Serial Number:	97640252	SIMPLY WAVES	
Serial Number:	97162121	CURL ENVY	
Serial Number:	97447147	REPAIR BOND +RESCUPLEX	
Serial Number:	97446747	RESCUPLEX	
Serial Number:	97063380	GROW LONG CURLS + WAVES	
Serial Number:	90439179	MAKE HAIR PLAY, TWIST, SHINE AND BOUNCE	
Serial Number:	90439162	MAKE HAIR PLAY, TWIST, CURL AND BOUNCE	
Serial Number:	90439136	MAKE HAIR PLAY	
Serial Number:	90069011	COMPLETE COLOR CARE	
Serial Number:	90020793	CAKE	
Serial Number:	88720050	GROW LONG	

OP \$665.00.00 98223158

Property Type	Number	Word Mark
Serial Number:	88671909	HYDRA LOCK
Serial Number:	88276470	CAKE NATURALLY LUXE BEAUTY
Serial Number:	86469647	HYDRA-LOCK
Serial Number:	78352379	MARC ANTHONY
Serial Number:	78285478	STRICTLY CURLS
Serial Number:	78275647	TRUE PROFESSIONAL
Serial Number:	78275643	INSTANTLY THICK
Serial Number:	75214072	MARC ANTHONY

CORRESPONDENCE DATA

Fax Number:

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: 202-370-4750

Email: ipteam@cogencyglobal.com

Correspondent Name: Khadijah Sampson

Address Line 1: 1025 Connecticut Ave NW, Suite 712

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: Washington, DISTRICT OF COLUMBIA 20036

ATTORNEY DOCKET NUMBER: 2274151ks

NAME OF SUBMITTER: Andrew Hackett

SIGNATURE: Andrew Hackett

DATE SIGNED: 02/26/2024

Total Attachments: 10

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CANADIAN TRADEMARK SECURITY AGREEMENT

This CANADIAN TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 22nd day of February, 2024, by and among **MAV BEAUTY CANADA, INC.**, a British Columbia company (“Grantor”), and **ACF FINCO I LP**, a Delaware limited partnership, in its capacity as agent for each member of the Lender Group (in such capacity, together with its successors and assigns in such capacity, “Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of February 22, 2024 (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”) by and among, *inter alia*, Parent, Borrowers, the other Loan Parties party thereto, the lenders identified on the signature pages thereof (each of such Lenders, together with its successors and permitted assigns, a “Lender”), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for the benefit of the Lender Group, that certain Canadian Guarantee and Security Agreement, dated as of February 22, 2024 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Guarantee and Security Agreement”); and

WHEREAS, pursuant to the Guarantee and Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the Lender Group, this Trademark Security 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, Grantor 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 Guarantee and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guarantee and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

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

(c) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including the 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 Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor, or any of them, to Agent, the other members of the Lender Group or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group, pursuant to the Guarantee and Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guarantee and Security Agreement, the Guarantee and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section, Grantor hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument, and it shall not be necessary in making proof of this Trademark Security Agreement to produce or account for more than one such counterpart. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by

facsimile transmittal or other means of electronic communication shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement. The words “execution,” “execute,” “executed,” “signed,” “signature,” and words of like import in this Trademark Security Agreement, or in or related to any document to be signed in connection with this Trademark Security Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, including by DocuSign, facsimile transmission or by electronic delivery in portable document format (.pdf), the electronic matching of assignment terms and contract formations on electronic platforms approved by Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the United States Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act (or any other similar state laws based on the United States Uniform Electronic Transactions Act), Parts 2 and 3 of the *Personal Information Protection and Electronic Documents Act* (Canada), the *Electronic Commerce Act, 2000* (Ontario), *Electronic Transaction Act* (British Columbia), *Electronic Transaction Act* (Alberta), the *Personal Information Protection Act* (Alberta) or the *Personal Information Protection Act* (British Columbia).

7. RECORDATION. Grantor hereby authorizes and requests the Canadian Intellectual Property Office and/or the United States Patent and Trademark Office to record this Trademark Security Agreement.

8. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO, AND ANY CLAIMS, CONTROVERSIES OR DISPUTES ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE PROVINCE OF ONTARIO AND THE FEDERAL LAWS OF CANADA APPLICABLE THEREIN. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 26 OF THE GUARANTEE AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

MAV BEAUTY CANADA, INC.

By: *Laurel MacKay-Lee*
Name: Laurel MacKay-Lee
Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

ACF FINCO I LP

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO CANADIAN TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 008353 FRAME: 0741

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

MAV BEAUTY CANADA, INC.

By: _____

Name: _____

Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

ACF FINCO I LP

By:  _____

Name: Oleh Szczupak

Title: Authorized Signatory

SCHEDULE I
to
CANADIAN TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

CANADA

Loan Party	Name of / Description of Mark	Country	Status	Application Number	Filing Date	Registration Number
MAV Beauty Canada, Inc.	FOREVER LONG & Design	Canada	REGISTERED	1016871	1999-05-26	TMA562980
MAV Beauty Canada, Inc.	MOISTURE GLOSS	Canada	REGISTERED	1042443	2000-01-13	TMA610559
MAV Beauty Canada, Inc.	TRUE PROFESSIONAL	Canada	REGISTERED	1167671	2003-02-10	TMA627618
MAV Beauty Canada, Inc.	INSTANTLY THICK	Canada	REGISTERED	1167675	2003-02-10	TMA626302
MAV Beauty Canada, Inc.	STRICTLY CURLS	Canada	REGISTERED	1167676	2003-02-10	TMA624077
MAV Beauty Canada, Inc.	SIMPLY STRAIGHT	Canada	REGISTERED	1167677	2003-02-10	TMA624098
MAV Beauty Canada, Inc.	MARC ANTHONY	Canada	REGISTERED	1167678	2003-02-10	TMA611540
MAV Beauty Canada, Inc.	FOREVER LONG	Canada	REGISTERED	1172136	2003-03-24	TMA611346
MAV Beauty Canada, Inc.	CAKE BEAUTY	Canada	REGISTERED	1185641	2003-07-28	TMA634570
MAV Beauty Canada, Inc.	MARC ANTHONY	Canada	REGISTERED	1195977	2003-11-05	TMA705657
MAV Beauty Canada, Inc.	DESSERTED ISLAND	Canada	REGISTERED	1235599	2004-11-01	TMA701090
MAV Beauty Canada, Inc.	MILK MADE	Canada	REGISTERED	1236447	2004-11-08	TMA755441
MAV Beauty Canada, Inc.	CAKE WALK	Canada	REGISTERED	1236449	2004-11-08	TMA678074

Loan Party	Name of / Description of Mark	Country	Status	Application Number	Filing Date	Registration Number
MAV Beauty Canada, Inc.	STYLE STRAIGHT	Canada	REGISTERED	1452475	2009-09-21	TMA783831
MAV Beauty Canada, Inc.	MENSTUFF	Canada	REGISTERED	1722170	2015-04-02	TMA957026
MAV Beauty Canada, Inc.	FOREVER LONG & Design	Canada	REGISTERED	1867017	2017-11-08	TMA1048388
MAV Beauty Canada, Inc.	Delectable & Design	Canada	REGISTERED	1869596	2017-11-23	TMA1103163
MAV Beauty Canada, Inc.	Cake & Design	Canada	REGISTERED	1873807	2017-12-19	TMA1102814
MAV Beauty Canada, Inc.	CAKE NATURALLY LUXE BEAUTY	Canada	REGISTERED	1906548	2018-06-27	TMA1126692
MAV Beauty Canada, Inc.	GROW LONG	Canada	REGISTERED	1971813	2019-06-19	TMA1121350
MAV Beauty Canada, Inc.	HAIR AND SCALP DETOX	Canada	FORMALIZED	1975058	2019-07-11	Not registered
MAV Beauty Canada, Inc.	HYDRA LOCK	Canada	FORMALIZED	1988156	2019-10-03	Not registered
MAV Beauty Canada, Inc.	COMPLETE COLOR CARE	Canada	FORMALIZED	2038219	2020-07-07	Not registered
MAV Beauty Canada, Inc.	COOLING DETOX	Canada	FORMALIZED	2038220	2020-07-07	Not registered
MAV Beauty Canada, Inc.	THE MANE CHOICE	Canada	FORMALIZED	2070148	2020-12-10	Not registered
MAV Beauty Canada, Inc.	MAKE HAIR PLAY	Canada	FORMALIZED	2072527	2020-12-21	Not registered
MAV Beauty Canada, Inc.	MAKE HAIR PLAY, TWIST, CURL AND BOUNCE	Canada	FORMALIZED	2072529	2020-12-21	Not registered
MAV Beauty Canada, Inc.	MAKE HAIR PLAY, TWIST, SHINE AND BOUNCE	Canada	FORMALIZED	2072532	2020-12-21	Not registered
MAV Beauty Canada, Inc.	INSTANTLY THICK + BIOTIN	Canada	FORMALIZED	2102908	2021-04-28	Not registered

Loan Party	Name of / Description of Mark	Country	Status	Application Number	Filing Date	Registration Number
MAV Beauty Canada, Inc.	GROW LONG CURLS + WAVES	Canada	FORMALIZED	2102918	2021-04-28	Not registered
MAV Beauty Canada, Inc.	APPLE MIRACLE	Canada	FORMALIZED	2132951	2021-09-13	Not registered
MAV Beauty Canada, Inc.	CURL ENVY	Canada	FORMALIZED	2139227	2021-10-12	Not registered
MAV Beauty Canada, Inc.	RESCUPLEX	Canada	FORMALIZED	2166008	2022-02-10	Not registered
MAV Beauty Canada, Inc.	REPAIR BOND +Rescuplex	Canada	FORMALIZED	2184130	2022-05-06	Not registered
MAV Beauty Canada, Inc.	REPAIR BOND	Canada	FORMALIZED	2190341	2022-06-08	Not registered
MAV Beauty Canada, Inc.	SIMPLY WAVES	Canada	FORMALIZED	2192029	2022-06-16	Not registered
MAV Beauty Canada, Inc.	SUPER COILS	Canada	FORMALIZED	2192030	2022-06-16	Not registered
MAV Beauty Canada, Inc.	STYLE FLEX	Canada	FORMALIZED	2252725	2023-04-19	Not registered
MAV Beauty Canada, Inc.	2-WAY ADJUSTABLE CLEANSE & Design	Canada	FORMALIZED	2283457	2023-09-27	Not registered
MAV Beauty Canada, Inc.	2-WAY ADJUSTABLE HOLD & Design	Canada	FORMALIZED	2283463	2023-09-27	Not registered
MAV Beauty Canada, Inc.	2-WAY ADJUSTABLE VOLUME & Design	Canada	FORMALIZED	2283465	2023-09-27	Not registered

U.S.

Loan Party	Name of / Description of Mark	Country	Status	Application Number	Filing Date	Registration Number
MAV Beauty Canada, Inc.	STYLE FLEX	U.S.	Awaiting Examination	98223158	2023-10-13	N/A

Loan Party	Name of / Description of Mark	Country	Status	Application Number	Filing Date	Registration Number
MAV Beauty Canada, Inc.	CAKE BEAUTY	U.S.	REGISTERED	78343682	2003-12-19	3053112
MAV Beauty Canada, Inc.	CAKE WALK	U.S.	REGISTERED	78512620	2004-11-06	3234497
MAV Beauty Canada, Inc.	APPLE MIRACLE	U.S.	Under Examination	97116928	2021-11-09	N/A
MAV Beauty Canada, Inc.	INSTANTLY THICK + BIOTIN	U.S.	Under Examination	97063368	2021-10-07	N/A
MAV Beauty Canada, Inc.	REPAIR BOND	U.S.	Under Examination	97466833	2022-06-20	N/A
MAV Beauty Canada, Inc.	SUPER COILS	U.S.	Under Examination	97640260	2022-10-20	N/A
MAV Beauty Canada, Inc.	SIMPLY WAVES	U.S.	Under Examination	97640252	2022-10-20	N/A
MAV Beauty Canada, Inc.	CURL ENVY	U.S.	Under Examination	97162121	2021-12-08	N/A
MAV Beauty Canada, Inc.	REPAIR BOND +RESCUPLEX	U.S.	Under Examination	97447147	2022-06-07	N/A
MAV Beauty Canada, Inc.	RESCUPLEX	U.S.	Under Examination	97446747	2022-06-07	N/A
MAV Beauty Canada, Inc.	GROW LONG CURLS + WAVES	U.S.	Under Examination	97063380	2021-10-07	N/A
MAV Beauty Canada, Inc.	MAKE HAIR PLAY, TWIST, SHINE AND BOUNCE	U.S.	Under Examination	90439179	2020-12-31	N/A
MAV Beauty Canada, Inc.	MAKE HAIR PLAY, TWIST, CURL AND BOUNCE	U.S.	Under Examination	90439162	2020-12-31	N/A
MAV Beauty Canada, Inc.	MAKE HAIR PLAY	U.S.	Under Examination	90439136	2020-12-31	N/A
MAV Beauty Canada, Inc.	COMPLETE COLOR CARE	U.S.	Under Examination	90069011	2020-07-23	N/A
MAV Beauty Canada, Inc.	CAKE	U.S.	Issued and Active	90020793	2020-07-25	6451658

Loan Party	Name of / Description of Mark	Country	Status	Application Number	Filing Date	Registration Number
MAV Beauty Canada, Inc.	GROW LONG	U.S.	Issued and Active	88720050	2019-12-09	6641847
MAV Beauty Canada, Inc.	HYDRA LOCK	U.S.	Issued and Active	88671909	2019-10-29	6191332
MAV Beauty Canada, Inc.	CAKE NATURALLY LUXE BEAUTY	U.S.	Issued and Active	88276470	2019-01-25	5975177
MAV Beauty Canada, Inc.	HYDRA-LOCK	U.S.	Issued and Active	86469647	2014-12-03	5508839
MAV Beauty Canada, Inc.	MARC ANTHONY	U.S.	Issued and Active	78352379	2004-01-15	3492582
MAV Beauty Canada, Inc.	STRICTLY CURLS	U.S.	Issued and Active	78285478	2003-08-11	3000732
MAV Beauty Canada, Inc.	TRUE PROFESSIONAL	U.S.	Issued and Active	78275647	2003-07-17	2906450
MAV Beauty Canada, Inc.	INSTANTLY THICK	U.S.	Issued and Active	78275643	2003-07-17	3092173
MAV Beauty Canada, Inc.	MARC ANTHONY	U.S.	Issued and Active	75214072	1996-12-16	2296390