

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM446069

<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>
Malibu Wellness, Inc.		09/28/2017	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BMO Harris Bank N.A.		
<b>Street Address:</b>	135 N. Pennsylvania St.		
<b>Internal Address:</b>	Suite 900		
<b>City:</b>	Indianapolis		
<b>State/Country:</b>	INDIANA		
<b>Postal Code:</b>	46204		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 25</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3685617	MALIBU WELLNESS	
<b>Serial Number:</b>	87314466	KLAY	
<b>Serial Number:</b>	87307987	CUR8	
<b>Serial Number:</b>	87157068	ENDWELL	
<b>Registration Number:</b>	5264312	CURL PARTNER	
<b>Serial Number:</b>	87400802	CURL DEFINE	
<b>Serial Number:</b>	86963256	ETHICALABS	
<b>Registration Number:</b>	5083921	COLOR WELLNESS	
<b>Registration Number:</b>	5083920	HARD WATER WELLNESS	
<b>Registration Number:</b>	5083919	SCALP WELLNESS	
<b>Registration Number:</b>	5066139	SWIMMERS WELLNESS	
<b>Registration Number:</b>	4974758	REHABILIT8	
<b>Registration Number:</b>	4974757	CONCENTR8	
<b>Registration Number:</b>	4974595	COLOR X-CHANGE	
<b>Registration Number:</b>	4893607	ALLHEAL	
<b>Registration Number:</b>	4822681	MALIBU ACADEMY	
<b>Registration Number:</b>	4261910	SWIMCARE	
<b>Registration Number:</b>	4036217	INK WELL	

OP \$640.00 3685617

Property Type	Number	Word Mark
Registration Number:	3270632	WELLNESS SPA ASSOCIATION
Registration Number:	3099164	MALIBU BLONDES
Registration Number:	3543644	MALIBU MAKE-OVER
Registration Number:	3894898	WATER FOOTPRINT
Registration Number:	3663243	MALIBU C
Registration Number:	3622254	TOM TOTAL OXIDATION MANAGEMENT
Registration Number:	2299620	C CURE

**CORRESPONDENCE DATA**

Fax Number: 3172371000

*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: 317.237.0300

Email: tmmpls@faegrebd.com

Correspondent Name: Louis Perry/Marla Manning

Address Line 1: 300 N. Meridian Street

Address Line 2: Suite 2700

Address Line 4: Indianapolis, INDIANA 46204-1750

<b>NAME OF SUBMITTER:</b>	Marla Manning
<b>SIGNATURE:</b>	/Marla Manning/
<b>DATE SIGNED:</b>	10/05/2017

**Total Attachments: 4**

source=BMO Harris Trademark Security Agreement#page1.tif

source=BMO Harris Trademark Security Agreement#page2.tif

source=BMO Harris Trademark Security Agreement#page3.tif

source=BMO Harris Trademark Security Agreement#page4.tif

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”), is dated as of September 28, 2017, by MALIBU WELLNESS, INC., a California corporation (“**Borrower**”), in favor of BMO HARRIS BANK N.A., a national banking association (“**Lender**”).

### WITNESSETH:

WHEREAS, Borrower is (or will be with respect to after acquired property) the legal and beneficial owner and the holder of the Trademark Collateral (as defined below);

WHEREAS, Borrower and Lender are parties to that certain Amended and Restated Credit Agreement, dated as of even date herewith (as amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the “**Credit Agreement**”) pursuant to which, among other things, Lender has agreed to make certain loans and other financial accommodations to Borrower.

WHEREAS, it is a condition precedent to the effectiveness of the Credit Agreement that, among other things: (a) Borrower enter into an Amended and Restated Security Agreement, dated as of even date herewith, in favor of Lender (as amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the “**Security Agreement**”); and (b) Borrower execute this Agreement in order to confirm the grant of a security interest in favor of Lender to secure the Obligations (as defined in the Credit Agreement) as more fully set forth herein.

NOW, THEREFORE, to secure the prompt and complete payment and performance when due of the Obligations and for other good and valuable consideration, the receipt of which is hereby acknowledged, Borrower hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement, and if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST. Borrower hereby affirms the grant to Lender, pursuant to the terms of the Security Agreement of a continuing security interest in all of Borrower’s rights, title and interests in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”):

- (a) all Trademarks owned by Borrower, including those referred to on Schedule I hereto;
- (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

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

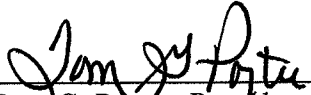
Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement is intended to be, or may be construed to be, an assignment of any application to register any trademark or service mark based on any intent to use application filed by, or on behalf of, Borrower ("**Intent to Use Applications**"), and any Intent to Use Applications are specifically excluded from the Trademarks that constitute a portion of the Trademark Collateral for purposes of this Agreement; provided, however that upon the filing of "Statement of Use" with the United State Patent and Trademark Office, the trademark or service mark that was subject to such Intent to Use Application shall be a Trademark hereunder and part of the Trademark Collateral. Borrower agrees to amend Schedule I to this Agreement to include all such trademarks or service marks that were subject to such Intent to Use Application within thirty (30) days of registration thereof.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement. Borrower hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement.

*[Signature page follows]*


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

MALIBU WELLNESS, INC.

By:  \_\_\_\_\_  
Tom G. Porter, President

ACCEPTED AND ACKNOWLEDGED BY:

BMO HARRIS BANK N.A.

By:  \_\_\_\_\_  
Kanch Ishwar, Vice President

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

<b>Trademark</b>	<b>Application/Registration Date</b>	<b>Serial/Registration Number</b>
MALIBU WELLNESS	September 22, 2009	3685617
KLAY	January 26, 2017	87314466
CUR8	January 20, 2017	87307987
ENDWELL	August 31, 2016	87157068
CURL PARTNER	August 15, 2017	5264312
CURL DEFINE	April 6, 2017	87400802
ETHICALABS	April 4, 2016	86963256
COLOR WELLNESS	November 15, 2016	5083921
HARD WATER WELLNESS	November 15, 2016	5083920
SCALP WELLNESS	November 15, 2016	5083919
SWIMMERS WELLNESS	October 18, 2016	5066139
REHABILIT8	June 7, 2016	4974758
CONCENTR8	June 7, 2016	4974757
COLOR X-CHANGE	June 7, 2016	4974595
ALLHEAL	January 26, 2016	4893607
MALIBU ACADEMY	September 29, 2015	4822681
SWIMCARE	December 18, 2012	4261910
INK WELL	October 4, 2011	4036217
WELLNESS SPA ASSOCIATION	July 24, 2007	3270632
MALIBU BLONDES	May 30, 2006	3099164
MALIBU MAKE-OVER	December 9, 2008	3543644
WATER FOOTPRINT	December 21, 2010	3894898
MALIBU C	August 4, 2009	3663243
TOTAL OXIDATION MANAGEMENT	May 19, 2009	3622254
C CURE	December 14, 1999	2299620