

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM473563

<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>
Inspired Beauty Brands, Inc.		05/11/2018	Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Plexus Fund IV-A, L.P.		
<b>Street Address:</b>	4242 Six Forks Road		
<b>Internal Address:</b>	Suite 950		
<b>City:</b>	Raleigh		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27609		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 20</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2113615	FRIZZ REMEDY	
<b>Registration Number:</b>	1509767	HAIR OFF	
<b>Registration Number:</b>	1450279	HASK	
<b>Registration Number:</b>	4956537	HASK ESSENTIALS	
<b>Registration Number:</b>	5176938	HASK GREEK YOGURT	
<b>Registration Number:</b>	2624573	HENNA 'N' PLACENTA	
<b>Registration Number:</b>	1248084	IPR-3	
<b>Registration Number:</b>	1619343	JHIRMACK	
<b>Registration Number:</b>	1253486	JHIRMACK	
<b>Registration Number:</b>	1092065	NUTRA NAIL	
<b>Registration Number:</b>	2678877	NUTRA NAIL POWER GEL	
<b>Registration Number:</b>	1721287	PURE SHINE	
<b>Registration Number:</b>	3411294	PURE SHINE	
<b>Registration Number:</b>	3014301	SHINE	
<b>Registration Number:</b>	3416595	SPRAY-IT CURLY	
<b>Registration Number:</b>	3330198	SUDDENLY STRAIGHT	
<b>Registration Number:</b>	5065035	SURE, LIFE ISN'T PERFECT BUT MY HAIR IS	
<b>Registration Number:</b>	1509818	THIX	

OP \$515.00 2113615

Property Type	Number	Word Mark
Serial Number:	86967787	HASK
Serial Number:	86288311	INSPIRED BEAUTY

**CORRESPONDENCE DATA**

**Fax Number:** 9198216800

*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:** 919-838-2034

**Email:** pkarmire@smithlaw.com

**Correspondent Name:** Perky L. Karmire/Smith Anderson Law

**Address Line 1:** 150 Fayetteville Street

**Address Line 2:** Suite 2300

**Address Line 4:** Raleigh, NORTH CAROLINA 27601

<b>NAME OF SUBMITTER:</b>	Perky L. Karmire
<b>SIGNATURE:</b>	/Perky L. Karmire/
<b>DATE SIGNED:</b>	05/11/2018

**Total Attachments: 5**

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**THIS INSTRUMENT IS SUBORDINATED TO THE PRIOR PAYMENT AND SATISFACTION IN CASH OF ALL FIRST LIEN INDEBTEDNESS, AS DEFINED IN THE INTERCREDITOR AND SUBORDINATION AGREEMENT DATED AS OF MAY 11, 2018, BY AND AMONG JPMORGAN CHASE BANK, N.A. AS FIRST LIEN LENDER, PLEXUS FUND IV-A, L.P., AS SECOND LIEN AGENT, THE OTHER SECOND LIEN CREDITORS PARTY THERETO, AND INSPIRED BEAUTY BRANDS, INC., INSPIRED BEAUTY BRANDS HOLDINGS, INC., INSPIRED BEAUTY BRANDS EXPORT, INC. AND IBB AUSTRALIA, INC., AS THE SAME MAY BE AMENDED, MODIFIED, RESTATED OR SUPPLEMENTED FROM TIME TO TIME (THE "SUBORDINATION AGREEMENT"), TO THE EXTENT, AND IN THE MANNER PROVIDED IN THE SUBORDINATION AGREEMENT.**

**Trademark Security Agreement**

**THIS TRADEMARK SECURITY AGREEMENT**, dated as of May 11, 2018 (this "Agreement"), is made by INSPIRED BEAUTY BRANDS, INC., a New York corporation (the "Grantor") in favor of PLEXUS FUND IV-A, L.P., a Delaware limited partnership, as collateral agent (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") for the ratable benefit of itself and the other Purchasers from time to time party to the Purchase Agreement (as defined below).

**WHEREAS**, the Grantor, the other Loan Parties from time to time party thereto, the Collateral Agent, and the Purchasers from time to time party thereto have entered into a Note Purchase Agreement, dated as of the date hereof (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the "Purchase Agreement");

**WHEREAS**, in connection with the Purchase Agreement, the Grantor has entered into the Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Collateral Agent for the benefit of the Collateral Agent and the Purchasers; and

**WHEREAS**, the Purchase Agreement requires the Grantor to execute and deliver this Agreement;

**NOW, THEREFORE**, in consideration of the premises and in order to ensure compliance with the Purchase Agreement, the Grantor hereby agrees as follows:

**Section 1 Defined Terms**. Capitalized terms used herein without definition are used as defined in the Security Agreement.

**Section 2 Grant of Security Interest in Trademark Collateral**. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of the Grantor, hereby pledges to the Collateral Agent for the benefit of the Collateral Agent and the Purchasers, and grants to the Collateral Agent for the benefit of the Collateral Agent and the Purchasers a security interest in, all of its right, title and interest in, to and under the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

- (i) all of its Trademarks, including those referred to on Schedule I hereto, but excluding any “intent to use” Trademark applications for which a statement of use has not been filed;
- (ii) all renewals and extensions of the foregoing;
- (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

**Section 3**      **Security Agreement.** The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Grantor hereby acknowledges and agrees 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. In the event of any conflict or inconsistency between this Agreement and the Security Agreement (or any portion hereof or thereof), the terms of the Security Agreement shall prevail.

**Section 4**      **Grantor Remains Liable.** The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.

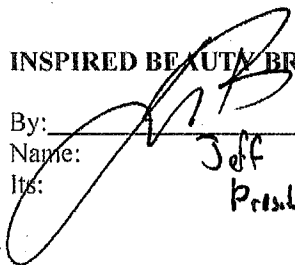
**Section 5**      **Counterparts.** This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

**Section 6**      **Governing Law.** This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York, without regard to the principles of conflicts of law of such state (except Sections 5-1401 and 5-1402 of the New York General Obligations Law).

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the date first set forth above.

**INSPIRED BEAUTY BRANDS, INC.**

By:   
Name: \_\_\_\_\_  
Its: *Jeff Sigler*  
*President*

**PLEXUS FUND IV-A, L.P.**

By: Plexus Fund IV GP I, LLC, its General Partner

By: \_\_\_\_\_  
Name:  
Its:

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the date first set forth above.

**INSPIRED BEAUTY BRANDS, INC.**

By: \_\_\_\_\_  
Name:  
Its:

**PLEXUS FUND IV-A, L.P.**

By: Plexus Fund IV GP I, LLC, its General Partner

By: *Will Andros*  
Name: *Will Andros*  
Its: *Manager*

## SCHEDULE I

### Trademarks

#### I. REGISTERED TRADEMARKS

TRADEMARK	REG NO	REG DATE	OWNER
FRIZZ REMEDY	2113615	18-Nov-97	Inspired Beauty Brands, Inc.
HAIR OFF	1509767	25-Oct-88	Inspired Beauty Brands, Inc.
HASK	1450279	4-Aug-87	Inspired Beauty Brands, Inc.
HASK ESSENTIALS	4956537	10-May-16	Inspired Beauty Brands, Inc.
HASK GREEK YOGURT	5176938	4-Apr-17	Inspired Beauty Brands, Inc.
HENNA 'N' PLACENTA	2624573	24-Sep-02	Inspired Beauty Brands, Inc.
IPR-3	1248084	16-Aug-83	Inspired Beauty Brands, Inc.
JHIRMACK	1619343	30-Oct-90	Inspired Beauty Brands, Inc.
JHIRMACK	1253486	11-Oct-83	Inspired Beauty Brands, Inc.
NUTRA NAIL	1092065	30-May-78	Inspired Beauty Brands, Inc.
NUTRA NAIL POWER GEL	2678877	21-Jan-03	Inspired Beauty Brands, Inc.
PURE SHINE	1721287	6-Oct-92	Inspired Beauty Brands, Inc.
PURE SHINE	3411294	15-Apr-08	Inspired Beauty Brands, Inc.
SHINE	3014301	15-Nov-05	Inspired Beauty Brands, Inc.
SPRAY-IT CURLY	3416595	29-Apr-08	Inspired Beauty Brands, Inc.
SUDDENLY STRAIGHT	3330198	6-Nov-07	Inspired Beauty Brands, Inc.
SURE, LIFE ISN'T PERFECT BUT MY HAIR IS	5065035	18-Oct-16	Inspired Beauty Brands, Inc.
THIX	1509818	25-Oct-88	Inspired Beauty Brands, Inc.

#### II. TRADEMARK APPLICATIONS

TRADEMARK	APP NO	APP DATE	OWNER
HASK	86967787	7-Apr-16	Inspired Beauty Brands, Inc.
INSPIRED BEAUTY	86288311	21-May-14	Inspired Beauty Brands, Inc.