

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM473631

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Inspired Beauty Brands, Inc.		05/11/2018	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	270 Park Avenue, 42nd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	national association: UNITED STATES		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	2113615	FRIZZ REMEDY	
Registration Number:	1509767	HAIR OFF	
Registration Number:	1450279	HASK	
Registration Number:	4956537	HASK ESSENTIALS	
Registration Number:	5176938	HASK GREEK YOGURT	
Registration Number:	2624573	HENNA 'N' PLACENTA	
Registration Number:	1248084	IPR-3	
Registration Number:	1619343	JHIRMACK	
Registration Number:	1253486	JHIRMACK	
Registration Number:	1092065	NUTRA NAIL	
Registration Number:	2678877	NUTRA NAIL POWER GEL	
Registration Number:	1721287	PURE SHINE	
Registration Number:	3411294	PURE SHINE	
Registration Number:	3014301	SHINE	
Registration Number:	3416595	SPRAY-IT CURLY	
Registration Number:	3330198	SUDDENLY STRAIGHT	
Registration Number:	5065035	SURE, LIFE ISN'T PERFECT BUT MY HAIR IS	
Registration Number:	1509818	THIX	

CH \$465.00 2113615

CORRESPONDENCE DATA**Fax Number:** 3129939767*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:** 3129932647**Email:** zeynep.gieseke@lw.com**Correspondent Name:** Zeynep Gieseke**Address Line 1:** 330 N. Wabash Avenue, Suite 2800**Address Line 2:** Latham & Watkins LLP**Address Line 4:** Chicago, ILLINOIS 60611**ATTORNEY DOCKET NUMBER:** 049067-0205**NAME OF SUBMITTER:** Zeynep Gieseke**SIGNATURE:** /zg/**DATE SIGNED:** 05/11/2018**Total Attachments: 4**

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**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (the "Confirmatory Grant") is made effective as of May 11, 2018 by and from INSPIRED BEAUTY BRANDS, INC. (the "Grantor"), to and in favor of JPMORGAN CHASE BANK, N.A. (the "Grantee").

WHEREAS, the Grantor, certain Subsidiaries of the Grantor, the Lenders and the Grantee have entered into that certain Credit Agreement dated as of January 26, 2017 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, the Grantor and certain Subsidiaries of the Grantor have entered into that certain Pledge and Security Agreement dated as of January 26, 2017 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, the Grantor owns the trademarks listed on Exhibit A attached hereto (the "Trademarks"), which Trademarks are registered or pending with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted under the Security Agreement to the Grantee for the benefit of the Secured Parties. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Secured Obligations. Upon the payment in full of all Secured Obligations (other than contingent indemnification obligations), the Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

(b) The Grantor hereby grants to the Grantee a security interest in (1) all of the Grantor's right, title and interest in and to the Trademarks now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds and products of the Trademarks, (3) the goodwill associated with such Trademarks, and (4) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same.

(c) Notwithstanding anything to the contrary contained above, the security interest created by this Confirmatory Grant shall not extend to Excluded Assets (as defined in the Security Agreement), including, for the avoidance of doubt, any intent-to-use trademark application prior to the filing of a statement of use or an amendment to allege use with respect thereto, solely 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 any registration that issues from such intent-to-use application under applicable federal law.

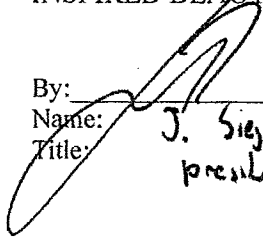
3) Counterparts. This Confirmatory Grant may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be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

4) Governing Law. This Confirmatory Grant 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.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant effective as of the date first written above.

INSPIRED BEAUTY BRANDS, INC.

By: 
Name: _____
Title: J. Siegel
president

Signature Page to
Confirmatory Grant of Security Interest

TRADEMARK
REEL: 006329 FRAME: 0667

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

Exhibit A - SCHEDULE OF 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.