

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM617595

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Inspired Beauty Brands, Inc.		12/30/2020	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	WhiteHorse Capital Management, LLC, as Collateral Agent		
Street Address:	1450 Brickell Avenue		
Internal Address:	31st Floor		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33131		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 37			
Property Type	Number	Word Mark	
Serial Number:	76555416	FIRST START	
Serial Number:	75110730	FRIZZ REMEDY	
Serial Number:	76555415	HAIR RETEXTURIZING AND RESTRUCTURING FAC	
Serial Number:	73626761	HASK	
Serial Number:	86967787	HASK	
Serial Number:	86984436	HASK	
Serial Number:	88462830	HASK	
Serial Number:	86335236	HASK ESSENTIALS	
Serial Number:	86546327	HASK GREEK YOGURT	
Serial Number:	88190352	HASK HAIR AND SKIN KINDNESS	
Serial Number:	76314676	HENNA 'N' PLACENTA	
Serial Number:	76555418	HR2 FACTOR	
Serial Number:	73311989	IPR-3	
Serial Number:	76555422	IT'S ALL THAT	
Serial Number:	73280477	JHIRMACK	
Serial Number:	74021431	JHIRMACK	
Serial Number:	75617104	KEEP THAT COLOR	
Serial Number:	76555420	LOVE-IT-STRAIGHT	

OP \$940.00 76555416

Property Type	Number	Word Mark
Serial Number:	76598042	LUSTRA CURL GEL PERM
Serial Number:	73214090	LUSTRA-CURL
Serial Number:	76512827	MANAGE DAMAGE
Serial Number:	76273751	NUTRA GLOSS
Serial Number:	73125728	NUTRA NAIL
Serial Number:	76241009	NUTRA NAIL POWER GEL
Serial Number:	74021427	NUTRI-BODY
Serial Number:	73188018	PERM-AID
Serial Number:	74080881	PURE SHINE
Serial Number:	76674450	PURE SHINE
Serial Number:	76555423	SECOND STEP
Serial Number:	75546610	SHINE
Serial Number:	76496056	SMOOTH ENDS
Serial Number:	76679364	SPRAY-IT CURLY
Serial Number:	76090256	STAY BLONDE
Serial Number:	76565837	STRAIGHT SOLUTION
Serial Number:	76659698	SUDDENLY STRAIGHT
Serial Number:	86546332	SURE, LIFE ISN'T PERFECT BUT MY HAIR IS
Serial Number:	74021432	JHIRMACK

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: 3129932622

Email: gayle.grocke@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 330 N. Wabash Avenue

Address Line 2: Suite 2800

Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER: 053437-0043

NAME OF SUBMITTER: Gayle D. Grocke

SIGNATURE: /gdg/

DATE SIGNED: 12/30/2020

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made as of this 30th day of December, 2020, between INSPIRED BEAUTY BRANDS, INC. (the “Grantor”), and WHITEHORSE CAPITAL MANAGEMENT, LLC, in its capacity as collateral agent pursuant to the Credit Agreement referred to below (together with its successors and assigns, the “Collateral Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of December 30, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among INSPIRED BEAUTY BRANDS, INC., a New York corporation (the “Borrower”), INSPIRED BEAUTY BRANDS HOLDINGS, INC., a Delaware corporation (“Holdings”), the other Persons party thereto from time to time as Guarantors, WHITEHORSE CAPITAL MANAGEMENT, LLC, as the Arranger, Administrative Agent and the Collateral Agent, and the financial institutions party thereto from time to time as Lenders, the Lenders are willing to make certain financial accommodations available to the Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, as a condition precedent to the making of such financial accommodations, the Grantor is required to execute and deliver to the Collateral Agent that certain Security Agreement, dated as of December 30, 2020 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver to the Collateral Agent 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, the Grantor 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 or, if not defined therein, in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** The Grantor hereby grants, mortgages, pledges and hypothecates to the Collateral Agent, for the benefit of the Lenders, a continuing security interest in all of Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising and wherever located (collectively, the “Trademark Collateral”):

(i) any and all of the Grantor’s trademarks listed on Schedule I hereto; (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements, dilutions or other violations thereof, (iv) the right to sue for past, present and future infringements, dilution or other violations thereof, (v) the goodwill of each Grantor’s business symbolized by the foregoing

and connected therewith and (vi) all of each Grantor's rights corresponding to the foregoing throughout the world; provided, however, that the foregoing grant of security interest will not cover any intent-to-use United States trademark application for which an amendment to allege use or statement of use has not been filed or, if filed, has not been deemed in conformance with 15 U.S.C. §1051(a) or examined and accepted by the United States Patent and Trademark Office.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all 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 the Grantors, or any of them, to the Collateral Agent, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms 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.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement. In proving this Trademark Security Agreement in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures hereto delivered by Electronic Transmission shall be deemed an original signature hereto.

6. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Secured Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Secured Obligations

other than unasserted contingent indemnification Secured Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

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

GRANTOR:

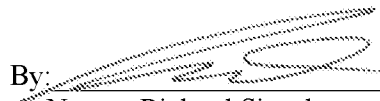
INSPIRED BEAUTY BRANDS, INC.

By: 

Name: Jeffrey T. Sieglan

Title: President

**ACCEPTED AND ACKNOWLEDGED BY: WHITEHORSE CAPITAL MANAGEMENT,
LLC, as the Collateral Agent**

By: 
Name: Richard Siegel
Title: Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Mark	Application/ Registration No.	App/Reg Date
Inspired Beauty Brands, Inc.	FIRST START	76555416/2977794	October 30, 2003/July 26, 2005
Inspired Beauty Brands, Inc.	FRIZZ REMEDY	75110730/2113615	May 28, 1996/November 18, 1997
Inspired Beauty Brands, Inc.	HAIR RETEXTURIZING AND RESTRUCTURING FACTOR	76555415/2949325	October 30, 2003/May 10, 2005
Inspired Beauty Brands, Inc.	HASK	73626761/1450279	October 24, 1986/August 4, 1987
Inspired Beauty Brands, Inc.	HASK	86967787/5851885	April 7, 2016/September 3, 2019
Inspired Beauty Brands, Inc.	HASK	86984436/5788120	April 7, 2016/June 25, 2019
Inspired Beauty Brands, Inc.	HASK	88462830	June 6, 2019
Inspired Beauty Brands, Inc.	HASK ESSENTIALS	86335236/4956537	July 11, 2014/May 10, 2016
Inspired Beauty Brands, Inc.	HASK GREEK YOGURT	86546327/5176938	February 25, 2015/April 4, 2017
Inspired Beauty Brands, Inc.	HASK HAIR AND SKIN KINDNESS	88190352	November 12, 2018
Inspired Beauty Brands, Inc.	HENNA 'N' PLACENTA	76314676/2624573	September 20, 2001/September 24, 2002

Inspired Beauty Brands, Inc.	HR2 FACTOR	76555418/2933859	October 30, 2003/March 15, 2005
Inspired Beauty Brands, Inc.	IPR-3	73311989/1248084	May 26, 1981/August 16, 1983
Inspired Beauty Brands, Inc.	IT'S ALL THAT	76555422/2926781	October 30, 2003/February 15, 2005
Inspired Beauty Brands, Inc.	JHIRMACK	73280477/1253486	October 6, 1980/October 11, 1983
Inspired Beauty Brands, Inc.	JHIRMACK	74021431/1619343	January 22, 1990/October 30, 1990
Inspired Beauty Brands, Inc.	JHIRMACK IN SCRIPT I	74021432/1617283	January 22, 1990/October 16, 1990
Inspired Beauty Brands, Inc.	KEEP THAT COLOR	75617104/2394211	January 7, 1999/October 10, 2000
Inspired Beauty Brands, Inc.	LOVE-IT-STRAIGHT	76555420/2967928	October 30, 2003/July 12, 2005
Inspired Beauty Brands, Inc.	LUSTRA CURL GEL PERM	76598042/2993923	June 18, 2004/September 13, 2005
Inspired Beauty Brands, Inc.	LUSTRA-CURL (STYLIZED)	73214090/1139736	May 3, 1979/September 23, 1980
Inspired Beauty Brands, Inc.	MANAGE DAMAGE	76512827/2834050	May 8, 2003/April 20, 2004
Inspired Beauty Brands, Inc.	NUTRA GLOSS	76273751/2913492	June 19, 2001/December 21, 2004
Inspired Beauty Brands, Inc.	NUTRA NAIL	73125728/1092065	May 9, 1977/May 30, 1978

Inspired Beauty Brands, Inc.	NUTRA NAIL POWER GEL	76241009/2678877	April 13, 2001/January 21, 2003
Inspired Beauty Brands, Inc.	NUTRI-BODY	74021427/1618341	January 22, 1990/October 23, 1990
Inspired Beauty Brands, Inc.	PERM-AID	73188018/1148504	October 3, 1978/March 17, 1981
Inspired Beauty Brands, Inc.	PURE SHINE	74080881/1721287	July 23, 1990/October 6, 1992
Inspired Beauty Brands, Inc.	PURE SHINE	76674450/3411294	March 19, 2007/April 15, 2008
Inspired Beauty Brands, Inc.	SECOND STEP	76555423/2952794	October 30, 2003/May 17, 2005
Inspired Beauty Brands, Inc.	SHINE	75546610/3014301	September 1, 1998/November 15, 2005
Inspired Beauty Brands, Inc.	SMOOTH ENDS	76496056/2846267	October 20, 2003/May 25, 2004
Inspired Beauty Brands, Inc.	SPRAY-IT CURLY	76679364/3416595	July 11, 2007/April 29, 2008
Inspired Beauty Brands, Inc.	STAY BLONDE	76090256/2495126	July 17, 2000/October 2, 2001
Inspired Beauty Brands, Inc.	STRAIGHT SOLUTION	76565837/2957852	December 18, 2003/May 31, 2005
Inspired Beauty Brands, Inc.	SUDDENTLY STRAIGHT	76659698/3330198	May 8, 2006/November 6, 2007
Inspired Beauty Brands, Inc.	SURE, LIFE ISN'T PERFECT BUT MY HAIR IS	86546332/5065035	February 25, 2015/October 18, 2016