

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM778835

<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>
STRANDS HAIR CARE, INC.		01/04/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ASSEMBLED BRANDS CAPITAL FUNDING LLC		
<b>Street Address:</b>	15260 VENTURA BOULEVARD, SUITE 1135		
<b>City:</b>	SHERMAN OAKS		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91403		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6205136		
<b>Serial Number:</b>	90801983	THE HAIR LAB BY STRANDS	
<b>Serial Number:</b>	90813162	THE HAIR LAB BY STRANDS	
<b>Serial Number:</b>	90812914	THE HAIR LAB BY STRANDS	
<b>Serial Number:</b>	90801931	THE HAIR LAB BY STRANDS	
<b>Serial Number:</b>	90812976	THE HAIR LAB BY STRANDS	
<b>Serial Number:</b>	90802113	THE HAIR LAB BY STRANDS	
<b>Serial Number:</b>	90802064	THE HAIR LAB BY STRANDS	
<b>Serial Number:</b>	90802040	THE HAIR LAB BY STRANDS	
<b>Serial Number:</b>	90801853	THE HAIR LAB BY STRANDS	
<b>Serial Number:</b>	90801823	THE HAIR LAB BY STRANDS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>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.</i>			
<b>Email:</b>	rboghosian@ctswlaw.com		
<b>Correspondent Name:</b>	COHEN TAUBER SPIEVACK & WAGNER P.C.		
<b>Address Line 1:</b>	420 Lexington Avenue, Suite 2400		
<b>Address Line 4:</b>	New York, NEW YORK 10170		

OP \$290.00 6205136

<b>NAME OF SUBMITTER:</b>	Robert Boghosian
<b>SIGNATURE:</b>	/s/ Robert Boghosian
<b>DATE SIGNED:</b>	01/06/2023
<b>Total Attachments: 9</b> source=00493517#page1.tif source=00493517#page2.tif source=00493517#page3.tif source=00493517#page4.tif source=00493517#page5.tif source=00493517#page6.tif source=00493517#page7.tif source=00493517#page8.tif source=00493517#page9.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement, is entered into as of January 4, 2023 (this “IP Security Agreement”) by and between **STRANDS HAIR CARE, INC.**, a Delaware corporation, with a place of business at 606 El Segundo Boulevard, Suite C, Los Angeles, CA 90069 (“Grantor”) and **ASSEMBLED BRANDS CAPITAL FUNDING LLC**, a Delaware limited liability company, with a place of business at 15260 Ventura Boulevard, Suite 1135, Sherman Oaks, CA 91403 (together with its successors and assigns, “Lender”).

### RECITALS

WHEREAS, Grantor has requested that the Lender from time to time extend credit or otherwise make financial accommodations available to it, including, without limitation, pursuant to the terms of that certain Credit Agreement dated as of even date herewith, by and between among the Grantor, and the Lender (as may be amended, restated, amended and restated or otherwise modified from time to time, the “Credit Agreement”); and

WHEREAS, under the terms of the Credit Agreement, Grantor has granted Lender a security interest in and lien on all of Grantor’s assets, including all of Grantor’s trademarks, tradenames, trade styles, patents, copyrights, domain names, URLs, IP Addresses and other intellectual property, and Grantor agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and any other Governmental Authority.

**NOW, THEREFORE**, in consideration of the willingness of the Lender to enter into the Credit Agreement and to agree, subject to the terms and conditions set forth therein, to make the Loans to Grantor pursuant thereto, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Grant of Security Interest. To secure all of the Obligations under the Credit Agreement and the other Loan Documents, Grantor hereby grants to Lender a security interest in and lien on all of Grantor’s right, title and interest in and to Grantor’s intellectual property assets, wherever located and whether now owned or hereafter acquired, including without limitation, all trademarks, patents, copyrights, domain names, URLs and IP Addresses, including the trademarks, patents, copyrights, domain names, URLs and IP Addresses set forth in **Exhibit 1** attached hereto and incorporated herein by reference, all source codes associated with such intellectual property, all goodwill of the business of Grantor connected with the use of, or otherwise symbolized by, such intellectual property, all rights to sue for infringement of such intellectual property, and all parts, replacements, substitutions, profits, products, amendments, updates and cash and non-cash proceeds of any of the foregoing (including insurance proceeds, of any kind, including those payable by reason of loss or damage thereto) in any form and wherever located, and all written or electronically recorded books and records relating to any such assets and other rights relating thereto, (collectively, the “IP Collateral”) *provided, however*, that IP Collateral shall exclude any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the United States

Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall not be excluded from the IP Collateral. For the avoidance of doubt, Grantor acknowledges that the items listed in **Exhibit 1-1** to this IP Security Agreement are not United States intent-to-use trademark applications and Lender shall have a security interest in and lien on the items listed in **Exhibit 1-1** to this IP Security Agreement. For the avoidance of doubt, a security interest in and lien on the IP Collateral has been granted by Grantor to Lender pursuant to the Credit Agreement and Lender shall have all rights and remedies with respect to the IP Collateral as set forth in the Credit Agreement.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks, and the Register of Copyrights and any other government officials to record and register this IP Security Agreement upon request by Lender.

3. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Credit Agreement, which is hereby incorporated by reference. If there is a conflict between the definitions, terms or provisions of this IP Security Agreement and the Credit Agreement, the definitions, terms or provisions of the Credit Agreement shall control, except in connection with goodwill in which case this IP Security Agreement shall control. The rights and remedies of Lender with respect to the IP Collateral are as provided by the Credit Agreement and the other Loan Documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies. In furtherance thereof, upon the occurrence of an Event of Default, Lender shall have all rights and remedies as set forth in the Credit Agreement with respect to the IP Collateral.

4. Execution in Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or in electronic (i.e., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

5. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.


6. Governing Law. This IP Security Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signature Page Follows]

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

**GRANTOR:**

**STRANDS HAIR CARE, INC.,**  
a Delaware corporation

By:   
Name: Eric Delapenha  
Title: Chief Executive Officer

Agreed and accepted:

**LENDER:**

**ASSEMBLED BRANDS CAPITAL FUNDING LLC,**  
a Delaware limited liability company

By: *Michael Lipkin*  
Name: Michael Lipkin  
Title: Chief Executive Officer


**EXHIBIT 1**

List of Trademarks, Patents, Copyrights, Domain Names, URLs and IP Addresses

See Exhibit 1-1 through Exhibit 1-4 attached hereto.

**EXHIBIT 1-1**

**TRADEMARKS**

<b>Mark</b>	<b>Owner of Mark</b>	<b>Registration no.</b>	<b>Registration Date</b>
	Strands Hair Care, Inc.	6205136	November 24, 2020

<b>Mark</b>	<b>Owner of Mark</b>	<b>Serial no.</b>	<b>Filing Date</b>
THE HAIR LAB BY STRANDS	Strands Hair Care, Inc.	90801983	June 29, 2021
THE HAIR LAB BY STRANDS	Strands Hair Care, Inc.	90813162	July 6, 2021
THE HAIR LAB BY STRANDS	Strands Hair Care, Inc.	90812914	July 6, 2021
THE HAIR LAB BY STRANDS	Strands Hair Care, Inc.	90801931	June 29, 2021
THE HAIR LAB BY STRANDS	Strands Hair Care, Inc.	90812976	July 6, 2021
THE HAIR LAB BY STRANDS	Strands Hair Care, Inc.	90802113	June 29, 2021
THE HAIR LAB BY STRANDS	Strands Hair Care, Inc.	90802064	June 29, 2021
THE HAIR LAB BY STRANDS	Strands Hair Care, Inc.	90802040	June 29, 2021
THE HAIR LAB BY STRANDS	Strands Hair Care, Inc.	90801853	June 29, 2021
THE HAIR LAB BY STRANDS	Strands Hair Care, Inc.	90801823	June 29, 2021

**EXHIBIT 1-2**

**PATENTS**

<b>Application Serial Number</b>	<b>Application Title</b>	<b>Filing Date</b>
US 63/129,994	System and Methods for Personalized Hair Products	Dec 23, 2020
US 63/163,199	High Throughput Hair Analysis	Mar 19, 2021
PCT/US2021/065125	High Throughput Hair Analysis for Personalized Hair Product	Dec 23, 2021
US 63/218,335	Analyzing Hair Cosmetic Conditions	Jul 4, 2021
PCT/US2022/034385	Analysis System for Personalized Hair Product	Jun 21, 2022



**EXHIBIT 1-3**  
**COPYRIGHTS**

None

**EXHIBIT 1-4**

**DOMAIN NAMES, URLS and IP ADDRESSES**

<b>Domain Name</b>	<b>URL</b>	<b>IP Address</b>	<b>Login</b>	<b>Registrant</b>	<b>Registrar</b>	<b>User ID</b>	<b>Password</b>
strandshaircare.com	https://strandshaircare.com/	23.227.38.32	Provided separately to Lender	Eric Delapenha	GoDaddy	Provided separately to Lender	Provided separately to Lender
thehairlab.com	https://thehairlab.com/	23.227.38.32	Provided separately to Lender	Eric Delapenha	GoDaddy	Provided separately to Lender	Provided separately to Lender
Strandshair.com	https://strandshair.com/	23.227.38.32	Provided separately to Lender	Eric Delapenha	WhatIsYourDomain	Provided separately to Lender	Provided separately to Lender

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Title	IP Security Agreement - Strands Hair Care, Inc. - 01.04.2023
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Audit trail date format	MM / DD / YYYY
Status	✳ Signed

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### Document History



SENT

**01 / 04 / 2023**  
23:27:43 UTC

Sent for signature to Michael Lipkin (michael@assembledbrands.com) and Eric Delapenha (edelapenha@strandshaircare.com) from ethan@assembledbrands.com  
IP: 104.34.201.78



VIEWED

**01 / 05 / 2023**  
01:31:00 UTC

Viewed by Eric Delapenha (edelapenha@strandshaircare.com)  
IP: 72.252.115.152



SIGNED

**01 / 05 / 2023**  
01:31:29 UTC

Signed by Eric Delapenha (edelapenha@strandshaircare.com)  
IP: 72.252.115.152



VIEWED

**01 / 05 / 2023**  
16:29:46 UTC

Viewed by Michael Lipkin (michael@assembledbrands.com)  
IP: 137.25.55.189



SIGNED

**01 / 05 / 2023**  
16:30:44 UTC

Signed by Michael Lipkin (michael@assembledbrands.com)  
IP: 137.25.55.189



COMPLETED

**01 / 05 / 2023**  
16:30:44 UTC

The document has been completed.