

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM812654

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Brand Evangelists For Beauty Limited		03/23/2023	Corporation: ENGLAND AND WALES
Brand Evangelists For Beauty Inc.		03/23/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	One Bryant Park		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6351090	THE INKEY LIST	
Registration Number:	6351091	YOUR BEAUTY TRANSLATOR	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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>			
Phone:	8007130755		
Email:	results-uccteam6@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125 #93127993TF		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Gabriela Zapata		
SIGNATURE:	/Gabriela Zapata/		
DATE SIGNED:	05/24/2023		
Total Attachments: 14			
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Brand Evangelists For Beauty Limited
Brand Evangelists For Beauty Inc.

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: Delaware
 Other England and Wales corporation

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) March 23, 2023

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bank of America, N.A.

Street Address: One Bryant Park

City: New York

State: New York

Country: USA Zip: 10036

- Individual(s) Citizenship _____
 Association Citizenship USA
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

See attached.

B. Trademark Registration No.(s) _____

See attached.

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

N/A

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Susan O'Brien

Internal Address: CT Lien Solutions

Street Address: 187 Woolf Road, Suite 101

City: Albany

State: NY Zip: 12205

Phone Number: 800-342-3676

Docket Number: _____

Email Address: cls-udsalbany@wolterskluwer.com

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

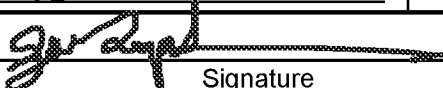
- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

5/23/23

Date

Gabriela Zapata

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement"), dated as of May 23, 2023, is made by and between **BRAND EVANGELISTS FOR BEAUTY LIMITED**, a company incorporated in England and Wales with company number 10787576 ("UK Borrower"), **BRAND EVANGELISTS FOR BEAUTY INC.** ("US Borrower"; and together with UK Borrower, each a "Grantor"), in favor of **BANK OF AMERICA, N.A.** ("Lender"), and is being delivered in connection with that certain Loan and Security Agreement, dated of even date herewith (as amended or modified from time to time, the "Loan Agreement"), by and among Grantor and Lender.

WHEREAS, pursuant to financing arrangements under the Loan Agreement, the Lender has extended and may extend certain loans and other financial accommodations to Grantor under such financing arrangements;

WHEREAS, as security for Grantor's obligations arising under the Loan Agreement, Grantor has granted to Lender a security interest in, among other property, the Intellectual Property of the Grantor; and

WHEREAS, Grantor has agreed to execute and deliver this Trademark Security Agreement for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office ("USPTO").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees with Lender as follows:

1. Defined Terms. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. Grant of Security. Grantor hereby confirms that it pledged and granted to Lender a security interest in and to all of the right, title and interest of Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (all of the following is collectively referred to as the "Trademark Collateral") under the Loan Agreement:

(a) the Trademarks and Trademark applications set forth on Schedule 1 hereto and all renewals and extensions thereof and amendments thereto and the goodwill associated therewith and with Grantor's business symbolized by the foregoing or connected therewith (the "Trademarks");

(b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing Trademarks provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, dilution, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Notwithstanding anything contained in this Trademark Security Agreement to the contrary, the term "Trademark Collateral" shall not include any United States intent-to-use trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C.

§ 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the USPTO; provided, that, upon such filing and acceptance, such intent-to-use trademark application shall be considered Trademark Collateral.

3. Recordation. Grantor hereby authorizes the commissioner for trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Lender.

4. Other Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Loan Agreement. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the Trademark Collateral are as provided by the Loan Agreement and other Loan Documents and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

5. Special Power of Attorney. Grantor will, concurrently with the execution and delivery of this Trademark Security Agreement, execute and deliver to Lender an original Special Power of Attorney, a form of which is annexed hereto as Exhibit A, for, upon and during the continuance of an Event of Default, the implementation of the assignment, sale or other disposition of the Trademark Collateral pursuant to Lender's exercise of the rights and remedies granted to Lender upon and during the continuance of an Event of Default hereunder and under Loan Agreement and other Loan Documents.

6. Execution in Counterparts. This Trademark 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 Trademark Security Agreement by facsimile or in electronic format (*i.e.*, "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

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

8. Governing Law. This Trademark 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 Trademark 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).

9. Disputes. All claims, disputes and controversies between the Grantor and Lender, whether in tort, contract or otherwise, arising out of or relating in any way to this Trademark Security Agreement, shall be governed by the dispute resolution provisions set forth in the Loan Agreement.

10. UK Debenture. Insofar as there is any conflict or inconsistency between the terms of this Trademark Security Agreement and the terms of the UK Debenture, then, insofar as such conflict or inconsistency relates to any of the Intellectual Property from time to time located in England and Wales, the terms of the UK Debenture shall prevail.

[Signature Page Follows]

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

GRANTOR:

BRAND EVANGELISTS FOR BEAUTY LIMITED
as UK Borrower

By: 

Name: JAMES ROWLANDS

Title: C.F.O

BRAND EVANGELISTS FOR BEAUTY INC.
as US Borrower

By:

Name:

Title:

[Signature Page to US Trademark Security Agreement]


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

GRANTOR:

BRAND EVANGELISTS FOR BEAUTY LIMITED
as UK Borrower

By: _____
Name:
Title:

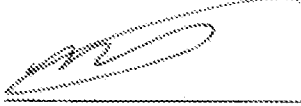
BRAND EVANGELISTS FOR BEAUTY INC.
as US Borrower

By: 
Name: COLETTE LAXTON
Title: CEO

[Signature Page to US Trademark Security Agreement]

AGREED TO AND ACCEPTED:

BANK OF AMERICA, N.A.,
as Lender

By: 
Name: Mike Behrman
Title: VP

[Signature Page to US Trademark Security Agreement]

TRADEMARK
REEL: 008082 FRAME: 0365

EXHIBIT A
SPECIAL POWER OF ATTORNEY – TRADEMARKS

KNOW ALL MEN BY THESE PRESENTS, that each of **BRAND EVANGELISTS FOR BEAUTY LIMITED**, a company incorporated in England and Wales with company number 10787576 (“UK Borrower”), **BRAND EVANGELISTS FOR BEAUTY INC.** (“US Borrower”; and together with UK Borrower, each a “Grantor”), in connection with that certain Loan and Security Agreement, by and among each Grantor and the Lender (as defined below), dated of even date herewith (as amended or modified from time to time, the “*Loan Agreement*”; capitalized terms used herein are used as defined in the Loan Agreement), hereby appoints BANK OF AMERICA, N.A. (“Lender”) and each officer thereof, upon and during the continuance of an Event of Default, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts to the extent permitted under the Loan Agreement or other Loan Documents upon and during the continuance of an Event of Default:

1. Execution and delivery of any and all agreements, documents, instruments of assignment, or other papers which Lender, in its sole discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Grantor in and to the Trademark Collateral (as such term is defined in that certain Trademark Security Agreement, dated of even date herewith, by and among Grantor and Lender (the “Trademark Security Agreement”)), or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the Trademark Security Agreement.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Lender, in its reasonable discretion, deems necessary or advisable to further the purposes described in paragraph 1 hereof.

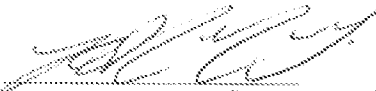
This Special Power of Attorney, being a power coupled with an interest, is made pursuant to a Trademark Security Agreement and may not be revoked until full payment of the Obligations, as such term is defined in the Loan Agreement.

Dated as of May 23, 2023.

[Signature Page Follows]

GRANTOR:

BRAND EVANGELISTS FOR BEAUTY LIMITED
as UK Borrower

By: 
Name: JAMES ROWLANDS
Title: C.F.O.

BRAND EVANGELISTS FOR BEAUTY INC.
as US Borrower

By: _____
Name:
Title:

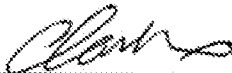
[Signature Page to Special Power of Attorney - Trademarks]

GRANTOR:

BRAND EVANGELISTS FOR BEAUTY LIMITED
as UK Borrower

By: _____
Name:
Title:

BRAND EVANGELISTS FOR BEAUTY INC.
as US Borrower

By: 
Name: COLETTE LAXTON
Title: CEO

[Signature Page to Special Power of Attorney - Trademarks]

SCHEDULE 1

TRADEMARKS AND TRADEMARK APPLICATIONS

PART 1. US REGISTERED TRADEMARKS:

	Title/Mark	Jurisdiction	Application No.	Application Date	Registration No.	Registration Date	Status
1	THE INKEY LIST (Stylized)	United States of America	88332162	3/8/2019	6351090	5/18/2021	Registered
2	YOUR BEAUTY TRANSLATOR	United States of America	88332275	3/8/2019	6351091	5/18/2021	Registered
3	THE GIFT OF KNOWLEDGE	United States of America	79327055	5/13/2021			Pending

PART 2. NON-US REGISTERED TRADEMARKS:

Title/Mark	Jurisdiction	Application No.	Application Date	Registration No.	Registration Date	Status
THE GIFT OF KNOWLEDGE	Australia	1629415	5/13/2021	1629415	2/10/2022	Registered
THE INKEY LIST (Stylized)	Australia	1994891	3/11/2019	1994891	2/19/2020	Registered
YOUR BEAUTY TRANSLATOR	Australia	1994894	3/11/2019	1994894	2/19/2020	Registered
THE GIFT OF KNOWLEDGE	Bangladesh	261227	5/17/2021			Pending
THE INKEY LIST (Stylized)	Bangladesh	257577	2/14/2021			Pending

Title/Mark	Jurisdiction	Application No.	Application Date	Registration No.	Registration Date	Status
THE GIFT OF KNOWLEDGE	Brazil	501629415	5/13/2021	501629415	11/1/2022	Registered
THE INKEY LIST (Stylized)	Brazil	920252753	7/24/2020	920252753	6/1/2021	Registered
THE GIFT OF KNOWLEDGE	Brunei Darussalam	1629415	5/13/2021			Pending
THE INKEY LIST (Stylized)	Brunei Darussalam	1485094	2/4/2021			Pending
THE GIFT OF KNOWLEDGE	Cambodia	1629415	5/13/2021	1629415	2/17/2023	Registered
THE INKEY LIST (Stylized)	Cambodia	1485094	2/4/2021	1485094	7/19/2022	Registered
THE INKEY LIST (Stylized)	China	39173047	6/28/2019	39173047	3/28/2022	Registered
THE INKEY LIST (Stylized)	China	53624530	2/7/2021	53624530	9/28/2022	Registered
THE INKEY LIST (Stylized)	China	58562976	8/18/2021			Pending
THE INKEY LIST (Stylized)	China	61292574	12/9/2021			Pending
THE GIFT OF KNOWLEDGE	Colombia	1629415	5/13/2021	722966	10/7/2022	Registered
THE INKEY LIST (Stylized)	Colombia	1485094	5/8/2019	1485094	6/25/2020	Registered
THE GIFT OF KNOWLEDGE	European Union	1629415	5/13/2021	1629415	4/20/2022	Registered
THE INKEY LIST (Stylized)	European Union	018033788	3/8/2019	018033788	7/25/2019	Registered
YOUR BEAUTY TRANSLATOR	European Union	018033593	3/8/2019	018033593	7/25/2019	Registered
THE GIFT OF KNOWLEDGE	Hong Kong	305624271	5/13/2021	305624271	9/30/2021	Registered
THE INKEY LIST (Stylized)	Hong Kong	304918159	5/9/2019	304918159	2/14/2020	Registered
THE GIFT OF KNOWLEDGE	India	5238091	5/13/2021			Pending
THE INKEY LIST (Stylized)	India	5655191	10/20/2022			Pending

Title/Mark	Jurisdiction	Application No.	Application Date	Registration No.	Registration Date	Status
THE GIFT OF KNOWLEDGE	Japan	1629415	5/13/2021			Pending
THE INKEY LIST (Stylized)	Japan	1485094	2/4/2021	1485094	6/30/2022	Registered
THE GIFT OF KNOWLEDGE	Laos	1629415	5/13/2021	1629415	7/29/2022	Registered
THE INKEY LIST (Stylized)	Laos	1485094	2/4/2021	1485094	3/9/2022	Registered
THE GIFT OF KNOWLEDGE	Madrid Protocol	1629415	5/13/2021	1629415	5/13/2021	Registered
THE INKEY LIST (Stylized)	Madrid Protocol	1485094	5/8/2019	1485094	5/8/2019	Registered
THE GIFT OF KNOWLEDGE	Malaysia	1629415	5/13/2021			Pending
THE INKEY LIST (Stylized)	Malaysia	2019017384	5/14/2019	2019017384	5/14/2019	Registered
THE GIFT OF KNOWLEDGE	Mexico	1629415	5/13/2021	1629415	8/29/2022	Registered
THE INKEY LIST (Stylized)	Mexico	2397501	7/10/2020	1485094	5/19/2022	Registered
THE GIFT OF KNOWLEDGE	Myanmar	T/2022/000510	2/7/2022			Pending
THE INKEY LIST (Stylized)	Myanmar	T/2021/020993	10/19/2021			Pending
THE GIFT OF KNOWLEDGE	New Zealand	1196730	5/13/2021	1196730	6/28/2022	Registered
THE GIFT OF KNOWLEDGE	Pakistan	615562	5/17/2021			Pending
THE INKEY LIST (Stylized)	Pakistan	603018	2/11/2021	603018	2/10/2023	Registered
THE GIFT OF KNOWLEDGE	Philippines	1629415	5/13/2021	1629415	1/13/2022	Registered
THE INKEY LIST (Stylized)	Philippines	1485094	5/8/2019	1485094	10/31/2019	Registered
THE GIFT OF KNOWLEDGE	Russian Federation	1629415	5/13/2021	1629415	2/24/2022	Registered

Title/Mark	Jurisdiction	Application No.	Application Date	Registration No.	Registration Date	Status
THE INKEY LIST (Stylized)	Russian Federation	1485094	5/8/2019	1485094	2/21/2020	Registered
THE GIFT OF KNOWLEDGE	Singapore	40202129131R	5/13/2021	40202129131R	12/27/2022	Registered
THE INKEY LIST (Stylized)	Singapore	40201918991R	5/8/2019	40201918991R	3/18/2020	Registered
THE GIFT OF KNOWLEDGE	Sri Lanka	261183	5/17/2021			Pending
THE INKEY LIST (Stylized)	Sri Lanka	258282	2/8/2021			Pending
THE GIFT OF KNOWLEDGE	Taiwan	110034310	5/14/2021	02260841	11/1/2022	Registered
THE INKEY LIST (Stylized)	Taiwan	110009004	2/5/2021	02255402	10/16/2022	Registered
THE GIFT OF KNOWLEDGE	Thailand	1629415	5/13/2021			Pending
THE INKEY LIST (Stylized)	Thailand	1485094	5/8/2019			Pending
BE FOR BEAUTY	United Kingdom	3272655	11/23/2017	3272655	3/30/2018	Registered
BEAUTY HAX	United Kingdom	3272561	11/23/2017	3272561	2/23/2018	Registered
BOD	United Kingdom	3272322	11/22/2017	3272322	4/27/2018	Registered
BOD BAKE	United Kingdom	3272398	11/22/2017	3272398	2/23/2018	Registered
BODY ON DEMAND	United Kingdom	3272375	11/22/2017	3272375	2/23/2018	Registered
BRIGHTEN-I	United Kingdom	3428565	9/13/2019	3428565	1/10/2020	Registered
HAX	United Kingdom	3219292	3/17/2017	3219292	8/25/2017	Registered
LIPSOLVE	United Kingdom	3219294	3/17/2017	3219294	6/2/2017	Registered
ME	United Kingdom	3272668	11/23/2017	3272668	4/20/2018	Registered
NO LABELS	United Kingdom	3302115	4/6/2018	3302115	7/6/2018	Registered

Title/Mark	Jurisdiction	Application No.	Application Date	Registration No.	Registration Date	Status
SECRET ESCAPE	United Kingdom	3214832	2/23/2017	3214832	5/19/2017	Registered
THE GIFT OF KNOWLEDGE	United Kingdom	3555473	11/13/2020	3555473	3/26/2021	Registered
THE INKEY LIST (Stylized)	United Kingdom	3319706	6/22/2018	3319706	9/21/2018	Registered
THE INKEY LIST (Stylized)	United Kingdom	018033788	3/8/2019	UK00918033788	7/25/2019	Registered
YOUR BEAUTY TRANSLATOR	United Kingdom	3320840	6/27/2018	3320840	9/28/2018	Registered
YOUR BEAUTY TRANSLATOR	United Kingdom	018033593	3/8/2019	UK00918033593	7/25/2019	Registered
THE GIFT OF KNOWLEDGE	Vietnam	1629415	5/13/2021			Pending
THE INKEY LIST (Stylized)	Vietnam	1485094	2/4/2021	424191	8/25/2022	Registered

TRADEMARK

REEL: 008082 FRAME: 0373

RECORDED: 05/24/2023

[Signature Page to Special Power of Attorney – Trademarks]