

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM835006

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FULLBEAUTY BRANDS OPERATIONS, LLC		08/23/2023	Limited Liability Company: INDIANA
RECEIVING PARTY DATA			
Name:	CITIZENS BANK, N.A., AS COLLATERAL AGENT		
Street Address:	28 State Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02109		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Serial Number:	97584729	CURVY COIN	
Registration Number:	7069873	ACTIVE FOR ALL	
Registration Number:	7050389	JUNE + VIE	
Registration Number:	7076141	LIZ & ME	
Registration Number:	6556015	ELOQUII UNLIMITED	
Registration Number:	6555932	ELOQUII ELEMENTS	
Registration Number:	4195535	ELOQUII	
Registration Number:	4195534	ELOQUII	
Registration Number:	4110159	ELOQUII	
Registration Number:	4195463	ELOQUII	
CORRESPONDENCE DATA			
Fax Number:	6173417701		
<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:	16173417721		
Email:	michelle.bramwell@morganlewis.com		
Correspondent Name:	Michelle Bramwell		
Address Line 1:	One Federal Street		
Address Line 2:	c/o Morgan, Lewis & Bockius LLP		

CH \$265.00 97584729

Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER: Michelle Bramwell

SIGNATURE: /Michelle Bramwell/

DATE SIGNED: 08/28/2023

Total Attachments: 4

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SECOND SUPPLEMENT TO ABL TRADEMARK SECURITY AGREEMENT

This **SECOND SUPPLEMENT TO ABL TRADEMARK SECURITY AGREEMENT** (this “Second Supplement”) is made as of August 23, 2023 by **FULLBEAUTY BRANDS OPERATIONS, LLC**, an Indiana limited liability company, (the “Grantor”) in favor of **CITIZENS BANK, N.A.**, as Collateral Agent (the “Collateral Agent”).

WHEREAS, reference is made to that certain ABL Trademark Security Agreement, dated as of February 7, 2019, and recorded with the United States Patent and Trademark Office (the “USPTO”) on February 8, 2019 at Reel 006556 Frame 0245 (the “Original Grant”), executed and delivered by certain Grantors (as defined therein) party thereto in favor of the Collateral Agent, pursuant to which such Grantors pledged, assigned and granted a security interest in certain ABL Collateral (as defined therein);

WHEREAS, the Original Grant was supplemented by that certain First Supplement to ABL Trademark Security Agreement, dated as of December 19, 2022, and recorded with the USPTO on December 19, 2022 at Reel 007925 Frame 0294 (the “First Supplement”, and together with the Original Grant, the “Grant”); and

WHEREAS, the Grantor has developed and/or acquired additional ABL Collateral and desires to hereby confirm the pledge of, and the grant of a security interest in, such additional ABL Collateral to the extent owned by the Grantor as set forth on Schedule A-1 hereto in favor of the Collateral Agent.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and benefits to be derived herefrom, it is hereby agreed as follows:

1. Definitions. All capitalized terms herein and not otherwise defined shall have the same meaning herein as in the Grant.
2. Supplement to Schedule A. Schedule A to the Grant is hereby supplemented, but not replaced, by Schedule A-1 annexed hereto. For the purposes of clarity, from and after the date hereof, Schedule A shall be deemed to include (i) the ABL Collateral referenced on Schedule A as such Schedule A exists immediately prior to the date hereof (including as supplemented pursuant to the First Supplement), and (ii) the ABL Collateral referenced on Schedule A-1 annexed hereto.
3. Miscellaneous:
 - a. Except as provided herein, all terms and conditions of the Grant remain in full force and effect. The Grantor hereby ratifies, confirms and reaffirms all of the representations, warranties and covenants contained therein.

- b. This Second Supplement and the Grant cover the entire understanding of the parties with respect to the matters set forth herein and supersede all prior discussions and negotiations hereon.

[signature pages follow]

IN WITNESS WHEREOF, the undersigned have executed this Second Supplement as of the date first written above.

Very truly yours,

FULLBEAUTY BRANDS OPERATIONS, LLC,
as Grantor

DocuSigned by:
Ryan Abren
By: _____
Name: Ryan Abren
Title: Treasurer

SCHEDULE A-1¹

United States Trademark Registrations and Trademark Applications

Registered Owner/Grantor ¹	Trademark	Application No./ Reg. No.
FullBeauty Brands Operations, LLC	CURVY COIN™	97584729
FullBeauty Brands Operations, LLC	ACTIVE FOR ALL®	7069873
FullBeauty Brands Operations, LLC	JUNE + VIE®	7050389
FullBeauty Brands Operations, LLC	LIZ & ME®	7076141
FullBeauty Brands Operations, LLC	ELOQUII UNLIMITED®	6556015
FullBeauty Brands Operations, LLC	ELOQUII ELEMENTS®	6555932
FullBeauty Brands Operations, LLC	ELOQUII®	4195535*
FullBeauty Brands Operations, LLC	ELOQUII®	4195534*
FullBeauty Brands Operations, LLC	ELOQUII®	4110159*
FullBeauty Brands Operations, LLC	ELOQUII®	4195463*

¹ Items with an asterisk (*) indicate an outstanding security interest granted in favor of Venture Lending & Leasing VII, Inc. which is in process of being released and recorded with the USPTO.