

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM840100

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Inspired Beauty Brands, Inc.		09/15/2023	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Enterprise Bank & Trust		
Street Address:	150 N. Meramec Ave.		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63105		
Entity Type:	chartered trust company: MISSOURI		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	4577334	EVERPRO	
Registration Number:	6640360	EVERPRO	
Registration Number:	5929857	EVERPRO BEAUTY	
Registration Number:	2113615	FRIZZ REMEDY	
Registration Number:	5085087	GRAY AWAY	
Registration Number:	1450279	HASK	
Registration Number:	5851885	HASK	
Registration Number:	5788120	HASK	
Registration Number:	6768501	HASK	
Registration Number:	5176938	HASK GREEK YOGURT	
Registration Number:	6719196	HASK HAIR AND SKIN KINDNESS	
Registration Number:	2624573	HENNA 'N' PLACENTA	
Registration Number:	6959902	HNP	
Registration Number:	1248084	IPR-3	
Registration Number:	3411294	PURE SHINE	
Registration Number:	3014301	SHINE	
Registration Number:	3416595	SPRAY-IT CURLY	
Registration Number:	3330198	SUDDENLY STRAIGHT	

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CORRESPONDENCE DATA**Fax Number:** 3038660200*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:** 303-866-0269**Email:** anne.scholl@bclplaw.com**Correspondent Name:** Anne Scholl**Address Line 1:** 1700 Lincoln Street, Suite 4100**Address Line 4:** Denver, COLORADO 80203

ATTORNEY DOCKET NUMBER:	1014489.128
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NAME OF SUBMITTER:	Anne Scholl
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SIGNATURE:	/Anne Scholl/
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DATE SIGNED:	09/18/2023
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Total Attachments: 6

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Trademark Security Agreement

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 15, 2023 (this "Agreement"), is made by INSPIRED BEAUTY BRANDS, INC., a New York corporation (the "Grantor") in favor of ENTERPRISE BANK & TRUST, a Missouri chartered trust company (the "Lender").

WHEREAS, the Grantor, the other Loan Parties from time to time party thereto and the Lender have entered into a Loan Agreement, dated as of the date hereof (as amended, restated, amended and restated supplemented, replaced, increased, refinanced or otherwise modified from time to time, the "Loan Agreement");

WHEREAS, in connection with the Loan Agreement, the Grantor has entered into the Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Lender; and

WHEREAS, the Loan Agreement requires the Grantor to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Loan Agreement, the Grantor hereby agrees as follows:

Section 1 **Defined Terms**. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2 **Grant of Security Interest in Trademark Collateral**. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby pledges to the Lender, and grants to the Lender a security interest in, all of its right, title and interest in, to and under the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

- (i) all of its Trademarks, including those referred to on Schedule I hereto, but excluding any "intent to use" Trademark applications for which a statement of use has not been filed;
- (ii) all renewals and extensions of the foregoing;
- (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3 **Security Agreement**. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Lender 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. In the event of any conflict or inconsistency between this Agreement and the Security Agreement (or any portion hereof or thereof), the terms of the Security Agreement shall prevail.

Section 4 **Grantor Remains Liable**. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.

Section 5 **Signatures; Counterparts**. Facsimile or .pdf transmissions of any executed original document and/or retransmission of any executed facsimile or .pdf transmission shall be deemed to be the same as the delivery of an executed original. At the request of any party hereto, the other parties hereto shall confirm facsimile or .pdf transmissions by executing duplicate original documents and delivering the same to the requesting party or parties. This Agreement may be executed in any number of counterparts and by the parties hereto 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.

Section 6 **Governing Law**. This Agreement 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 Missouri, without regard to the principles of conflicts of law of such state.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the date first set forth above.

INSPIRED BEAUTY BRANDS, INC.

By: 

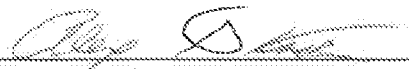
Name: Jeffrey T. Sieglan

Its: President, Secretary and Treasurer

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 008201 FRAME: 0764

ENTERPRISE BANK & TRUST

By:  _____

Name: Alex Stack

Title: Vice President

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 008201 FRAME: 0765

SCHEDULE I

Trademarks

<u>Loan Party/Owner</u>	<u>Trademarks</u>	<u>Application/ Registration Number</u>	<u>Application/Registration Date</u>
Inspired Beauty Brands, Inc.	EVERPRO	85982173/4577334	June 25, 2013/ June 29, 2014
Inspired Beauty Brands, Inc.	EVERPRO	90072212/6640360	July 24, 2020/ February 8, 2022
Inspired Beauty Brands, Inc.	EVERPRO BEAUTY	87929625/5929857	May 21, 2018/ December 10, 2019
Inspired Beauty Brands, Inc.	FRIZZ REMEDY	75110730/2113615	May 28, 1996/ November 18, 1997
Inspired Beauty Brands, Inc.	GRAY AWAY	86802748/5085087	October 28, 2015/ November 22, 2016
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	88462830/6768501	June 6, 2019/ June 21, 2022
Inspired Beauty Brands, Inc.	HASK GREEK YOGURT ¹	86546327/5176938	February 25, 2015/ April 4, 2017
Inspired Beauty Brands, Inc.	HASK HAIR AND SKIN KINDNESS	88190352/6719196	November 12, 2018/ May 3, 2022
Inspired Beauty Brands, Inc.	HENNA 'N' PLACENTA	76314676/2624573	September 20, 2001/ September 24, 2002
Inspired Beauty Brands, Inc.	HNP	90615649/6959902	March 31, 2021/

¹ This trademark registration will be abandoned in due course.

<u>Loan Party/Owner</u>	<u>Trademarks</u>	<u>Application/ Registration Number</u>	<u>Application/Registration Date</u>
Inspired Beauty Brands, Inc.	IPR-3 ²	73311989/1248084	January 24, 2023 May 26, 1981/ August 16, 1983
Inspired Beauty Brands, Inc.	PURE SHINE	76674450/3411294	March 19, 2007/ April 15, 2008
Inspired Beauty Brands, Inc.	SHINE	75546610/3014301	September 1, 1998/ November 15, 2005
Inspired Beauty Brands, Inc.	SPRAY-IT CURLY	76679364/3416595	July 11, 2007/ April 29, 2008
Inspired Beauty Brands, Inc.	SUDDENLY STRAIGHT	76659698/3330198	May 8, 2006/ November 6, 2007

² This trademark registration will be abandoned in due course.