

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM839722

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:	Plexus Fund VI, L.P.		
Street Address:	4242 Six Forks Road, Suite 950		
City:	Raleigh		
State/Country:	NORTH CAROLINA		
Postal Code:	27609		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Serial Number:	85982173	EVERPRO	
Serial Number:	90072212	EVERPRO	
Serial Number:	87929625	EVERPRO BEAUTY	
Serial Number:	75110730	FRIZZ REMEDY	
Serial Number:	86802748	GRAY AWAY	
Serial Number:	73626761	HASK	
Serial Number:	86967787	HASK	
Serial Number:	86984436	HASK	
Serial Number:	88462830	HASK	
Serial Number:	86546327	HASK GREEK YOGURT	
Serial Number:	88190352	HASK HAIR AND SKIN KINDNESS	
Serial Number:	76314676	HENNA 'N' PLACENTA	
Serial Number:	90615649	HNP	
Serial Number:	73311989	IPR-3	
Serial Number:	76674450	PURE SHINE	
Serial Number:	75546610	SHINE	
Serial Number:	76679364	SPRAY-IT CURLY	
Serial Number:	76659698	SUDDENLY STRAIGHT	

CH \$465.00 85982173

CORRESPONDENCE DATA**Fax Number:**

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: 9198382231**Email:** lcompton@smithlaw.com**Correspondent Name:** Linnell V. Compton**Address Line 1:** P.O. Box 2611**Address Line 4:** Raleigh, NORTH CAROLINA 27602

ATTORNEY DOCKET NUMBER:	018378.00006
NAME OF SUBMITTER:	Linnell V Compton
SIGNATURE:	/lvc/
DATE SIGNED:	09/15/2023

Total Attachments: 6

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THIS INSTRUMENT IS SUBORDINATED TO THE PRIOR PAYMENT AND SATISFACTION IN CASH OF ALL FIRST LIEN INDEBTEDNESS, AS DEFINED IN THE SUBORDINATION AND INTERCREDITOR AGREEMENT DATED AS OF SEPTEMBER 15, 2023, BY AND AMONG ENTERPRISE BANK & TRUST AS FIRST LIEN LENDER, PLEXUS FUND VI, L.P., AS SECOND LIEN AGENT, THE OTHER SECOND LIEN CREDITORS PARTY THERETO, AND INSPIRED BEAUTY BRANDS, INC., INSPIRED BEAUTY BRANDS HOLDINGS, INC., INSPIRED BEAUTY BRANDS EXPORT, INC., IBB AUSTRALIA, INC. AND IBB CANADA, INC., AS THE SAME MAY BE AMENDED, MODIFIED, RESTATED OR SUPPLEMENTED FROM TIME TO TIME (THE "SUBORDINATION AGREEMENT"), TO THE EXTENT, AND IN THE MANNER PROVIDED IN THE SUBORDINATION AGREEMENT.

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 PLEXUS FUND VI, L.P., a Delaware limited partnership, as collateral agent (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") for the ratable benefit of itself and the other Purchasers from time to time party to the Purchase Agreement (as defined below).

WHEREAS, the Grantor, the other Loan Parties from time to time party thereto, the Collateral Agent, and the Purchasers from time to time party thereto have entered into a Note Purchase 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 "Purchase Agreement");

WHEREAS, in connection with the Purchase 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 Collateral Agent for the benefit of the Collateral Agent and the Purchasers; and

WHEREAS, the Purchase 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 Purchase 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 of the Grantor, hereby pledges to the Collateral Agent for the benefit of the Collateral Agent and the Purchasers, and grants to the Collateral Agent for the benefit of the Collateral Agent and the Purchasers 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 Collateral Agent pursuant to the Security Agreement, and the Grantor hereby acknowledges and agrees 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. 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 New York, without regard to the principles of conflicts of law of such state (except Sections 5-1401 and 5-1402 of the New York General Obligations Law).

[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. Sieglen

Its: President, Secretary and Treasurer

PLEXUS FUND VI, L.P.

By: Plexus Fund VI GP, L.P., its General Partner

By: Plexus Fund VI GP, LLC, its General Partner

By: Plexus Capital, LLC, its Managing Member

By: _____

Name: Will Anders

Its: Manager

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INSPIRED BEAUTY BRANDS, INC.

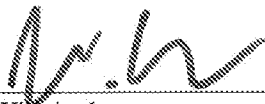
By: _____
Name: Jeffrey T. Sieglen
Its: President, Secretary and Treasurer

PLEXUS FUND VI, L.P.

By: Plexus Fund VI GP, L.P., its General Partner

By: Plexus Fund VI GP, LLC, its General Partner

By: Plexus Capital, LLC, its Managing Member

By:  _____
Name: Will Anders
Its: Manager

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.