

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4335411

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
RESUBMIT DOCUMENT ID:	504272754
CONVEYING PARTY DATA	
Name	Execution Date
SHAKE-N-GO FASHION, INC.	03/10/2017
MODEL MODEL HAIR FASHION, INC	03/10/2017
KBH GROUP INC.	03/10/2017
RECEIVING PARTY DATA	
Name:	CITIBANK, N.A.
Street Address:	1 COURT SQUARE, FLOOR 7
City:	LONG ISLAND CITY
State/Country:	NEW YORK
Postal Code:	11101
PROPERTY NUMBERS Total: 20	
Property Type	Number
Application Number:	14607511
Application Number:	14598018
Application Number:	29510364
Application Number:	14488768
Application Number:	14331463
Application Number:	61937706
Application Number:	14597040
Application Number:	14930063
Application Number:	15267603
Application Number:	14829328
Application Number:	62216075
Application Number:	15406090
Application Number:	62291814
Application Number:	62301940
Application Number:	62360049
Application Number:	62416888
Application Number:	29583979

Property Type	Number
Application Number:	62413106
Application Number:	62448557
Application Number:	62436601

CORRESPONDENCE DATA

Fax Number: (800)914-4240

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: 6142803568

Email: John.Salvage@Wolterskluwer.com

Correspondent Name: CT CORPORATION SYSTEM

Address Line 1: 4400 EASTON COMMONS WAY

Address Line 2: SUITE 125

Address Line 4: COLUMBUS, OHIO 43219

NAME OF SUBMITTER:	LESLIE KIRSNER
SIGNATURE:	/Leslie Kirsner/
DATE SIGNED:	03/24/2017

Total Attachments: 7

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PATENT SECURITY AGREEMENT

This Patent Security Agreement (this "Patent Security Agreement"), dated as of March 10, 2017, by KBH GROUP INC., a Delaware corporation, SHAKE-N-GO FASHION, INC., a New York corporation and MODEL MODEL HAIR FASHION, INC., a New York corporation (each, a "Loan Party" and collectively, the "Loan Parties"), in favor of CITIBANK, N.A., as lender ("Lender") pursuant to the Loan Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, the Loan Parties, certain Affiliates of Loan Parties, Lender and Secured Parties are party to that certain Loan and Security Agreement, dated as of March 10, 2017 (as amended, restated, amended and restated, supplemented, renewed, refinanced, replaced or otherwise modified from time to time, the "Loan Agreement"), pursuant to which the Loan Parties are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce Lender to enter into the Loan Agreement, the Loan Parties hereby agree with Lender as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Loan Agreement and used herein have the meaning given to them in the Loan Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. As collateral security for the prompt and complete payment and performance in full of all the Obligations, each Loan Party hereby pledges, hypothecates and grants to Lender for the benefit of itself and the Secured Parties, a Lien on and security interest in and to all of the right, title and interest of such Loan Party in, to and under the following Collateral, wherever located, whether now existing or hereafter arising or acquired from time to time (collectively, the "Patent Collateral"):

(a) the patents and any applications in respect of each thereof of such Loan Party listed on Schedule A hereto;

(b) all rights corresponding thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the recordings and applications thereof; and

(c) all proceeds of any and all of the foregoing.

SECTION 3. Loan Agreement. The Lien and security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the Lien and security interest granted to Lender pursuant to the Loan Agreement, and Loan Parties hereby acknowledge and affirm that the rights and remedies of Lender with respect to the Lien on and security interest in and to the Patent Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Patent Security

Agreement is deemed to be inconsistent with or in conflict with the Loan Agreement, the provisions of the Loan Agreement shall control unless Lender shall otherwise determine.

SECTION 4. Termination. Upon the release of the security interests granted to the Lender pursuant to Article 4 of the Loan Agreement, upon written request of the applicable Loan Party, Lender shall execute, acknowledge, and deliver to the Loan Parties an instrument in writing in recordable form releasing Lender's Lien on and security interest in and to the Patent Collateral under this Patent Security Agreement.

SECTION 5. Recordation. Each Loan Party authorizes and requests that the Commissioner of Patents and any other applicable government officer record this Patent Security Agreement.

SECTION 6. Execution in Counterparts. This Patent Security Agreement may be executed in any number of 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. Delivery of an executed signature page to this Patent Security Agreement by facsimile, PDF or other electronic transmission shall be as effective as delivery of an original executed counterpart of this Patent Security Agreement.

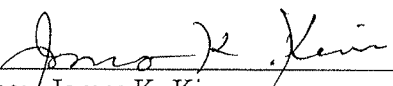
SECTION 7. Governing Law. THIS PATENT SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION, EXCEPT TO THE EXTENT THAT THE UCC PROVIDES THAT PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK, IN WHICH CASE THE LAWS OF SUCH JURISDICTION SHALL GOVERN WITH RESPECT TO THE PERFECTION OF THE SECURITY INTEREST IN, OR THE REMEDIES WITH RESPECT TO, SUCH PARTICULAR COLLATERAL.

SECTION 8. Additional Loan Parties. From time to time subsequent to the date hereof, to the extent required by the Loan Documents, additional Persons may become parties hereto as additional Loan Parties (each, an "Additional Loan Party"), by executing a joinder to this Patent Security Agreement ("Joinder") in form and substance satisfactory to Lender in all respects. Upon delivery of any such Joinder to Lender, each Additional Loan Party shall be a Loan Party and shall be as fully a party hereto as if such Additional Loan Party were an original signatory hereto.

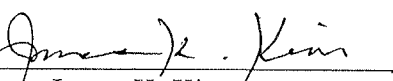
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IN WITNESS WHEREOF, each Loan Party or has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

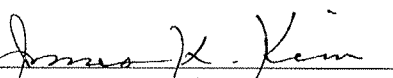
KBH GROUP INC.

By: 
Name: James K. Kim
Title: President

SHAKE-N-GO HAIR FASHION, INC.

By: 
Name: James K. Kim
Title: President

MODEL MODEL HAIR FASHION, INC.

By: 
Name: James K. Kim
Title: President

Accepted and Agreed:

CITIBANK, N.A.,
as Lender

By: _____
Name: Edward Son
Title: Authorized Signatory

[Signature Page to Patent Security Agreement]

IN WITNESS WHEREOF, each Loan Party or has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

KBH GROUP INC.

By: _____
Name:
Title:

SHAKE-N-GO HAIR FASHION, INC.

By: _____
Name:
Title:

MODEL MODEL HAIR FASHION, INC.

By: _____
Name:
Title:

Accepted and Agreed:

CITIBANK, N.A.,
as Lender

By:  _____
Name: Edward Son
Title: Authorized Signatory

[Signature Page to Patent Security Agreement]

SCHEDULE A

Title	Application/ Registration No.	Filing Date	Owner
Artificial Hair Package Assembly and Method	14/607,511	1/28/2015	Shake-N-Go Fashion, Inc.
Cylinder Styrofoam (XQ Glam Roll)	14/598,018 14/587,618	1/15/2015 12/31/2014	Shake-N-Go Fashion, Inc.
Display package	29/510,364	11/26/2014	Shake-N-Go Fashion, Inc.
Packaging for Hairpieces	14/488,768	9/17/2014	Shake-N-Go Fashion, Inc.
Package for Hair Products	14/331,463	7/15/2014	Shake-N-Go Fashion, Inc.
Package for Hair Products	61/937,706	2/10/2014	Shake-N-Go Fashion, Inc.
Package for Hair Products	14/597,040	1/14/2015	Shake-N-Go Fashion, Inc.
Artificial Hair Package Assembly and Method	14/930,063	11/02/2015	Shake-N-Go Fashion, Inc.
Artificial Hair Apparatus and Method (Crochet Cap)	15/267,603 and PCT/US2016/052150	09/16/2016	Shake-N-Go Fashion, Inc.
Artificial Hair Apparatus and Method	14/829,328	08/18/2015	Shake-N-Go Fashion, Inc.
Hair Weft Apparatus and Method of Manufacturing Same (Piano Braid)	62/216,075	09/09/2015	Shake-N-Go Fashion, Inc.
Hair Wig System and Adjustable Hair Bundle Apparatus (Pre-loop Crochet Braid)	15/406,090 and PCT/US2017/013466	01/13/2016	Shake-N-Go Fashion, Inc.
Synthetic and Natural Hair Blend Apparatus and Method of Manufacturing Same	62/291,814 & 62/407,212	02/05/2016	Shake-N-Go Fashion, Inc.
Curled Braid Apparatus and Method of Manufacturing Same	62/301,940	03/01/2016	Shake-N-Go Fashion, Inc.
Wig Apparatus Including Open Parting Area and Method of Manufacturing Same	62/360,049	07/08/2016	Shake-N-Go Fashion, Inc.

Title	Application/ Registration No.	Filing Date	Owner
Wig Apparatus Including Multiple Parting Sections and Method of Manufacturing Same (Vixen Part Wig)	62/416,888	11/03/2016	Shake-N-Go Fashion, Inc.
Display Package (Saga Popular Package)	29/583,979	11/10/2016	Shake-N-Go Fashion, Inc.
Wig Apparatus Configured to Cover Portion of Scalp (Lace Frontal Wig)	62/413,106	10/26/2016	Shake-N-Go Fashion, Inc.
Hair Extension Device and Method (Crochet Hair Tie)	62/448,557	01/20/2017	Shake-N-Go Fashion, Inc.
Wig Apparatus Including Variably Positionable Parting Area (Freedom Part Wig)	62/436,601	12/20/2016	Shake-N-Go Fashion, Inc.