

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4319225

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
SHAKE-N-GO FASHION, INC.	03/10/2017
RECEIVING PARTY DATA	
Name:	BANK OF HOPE (F/K/A BBCN BANK), AS COLLATERAL AGENT
Street Address:	16 WEST 32ND STREET
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10001
PROPERTY NUMBERS Total: 13	
Property Type	Number
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
Application Number:	62413106
Application Number:	62448557
Application Number:	62436601
CORRESPONDENCE DATA	
Fax Number:	(800)914-4240
<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:	6142803568
Email:	John.Salvage@Wolterskluwer.com
Correspondent Name:	CT CORPORATION SYSTEM
Address Line 1:	4400 EASTON COMMONS WAY

PATENT

Address Line 2:	SUITE 125
Address Line 4:	COLUMBUS, OHIO 43219

NAME OF SUBMITTER:	LESLIE LIRSNER
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SIGNATURE:	/Leslie Kirsner/
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DATE SIGNED:	03/15/2017
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Total Attachments: 7

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SUPPLEMENT NO. 1 TO PATENT SECURITY AGREEMENT

This SUPPLEMENT NO. 1 TO PATENT SECURITY AGREEMENT (this "Supplement"), dated as of March 10, 2017, by SHAKE-N-GO FASHION, INC., a New York corporation (the "Grantor"), in favor of BANK OF HOPE (formerly known as BBCN BANK), in its capacity as collateral agent for certain Secured Parties (in such capacity, "Collateral Agent") pursuant to the Loan Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, the KBH GROUP INC., a Delaware corporation, the Grantor and MODEL MODEL HAIR FASHION, INC., a New York corporation (each, a "Loan Party" and collectively, the "Loan Parties"), certain Affiliates of the Loan Parties, Collateral Agent and Secured Parties are party to that certain Amended and Restated 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 Grantor is required to execute and deliver this Supplement;

WHEREAS, the Loan Parties and Collateral Agent are party to that certain Patent Security Agreement, dated as of March 10, 2015 (as amended, restated, amended and restated, supplemented, replaced or otherwise modified from time to time, the "Patent Security Agreement"), by the Loan Parties, in favor of the Collateral Agent;

WHEREAS, as collateral security for the prompt and complete payment and performance in full of all the Obligations, each Loan Party has granted 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 Patent Collateral (as defined in the Patent Security Agreement);

NOW, THEREFORE, in consideration of the premises and to induce Collateral Agent, for the benefit of itself and the Secured Parties, to continue to make advances and other extensions of credit pursuant to the Loan Agreement, the Grantor hereby agrees with Collateral Agent as follows:

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

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, the Grantor hereby reaffirms, confirms and ratifies the Grantor's prior pledge, hypothecation and grant to Collateral Agent 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 the Grantor in, to and under the Patent Collateral, wherever located, whether now existing or hereafter arising or acquired from time to time, including, without limitation:

(a) the patents and any applications in respect of each thereof of the Grantor 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 the Patent Security Agreement and reaffirmed by this Supplement is granted in conjunction with the Lien and security interest granted to Collateral Agent pursuant to the Loan Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent 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 Supplement is deemed to be inconsistent with or in conflict with the Loan Agreement or the Patent Security Agreement, the provisions of the Loan Agreement or the Patent Security Agreement, as the case may be, shall control unless Collateral Agent shall otherwise determine.

SECTION 4. SUPPLEMENT TO SCHEDULE A TO PATENT SECURITY AGREEMENT. The Grantor has attached hereto as Schedule A a supplement to Schedule A to the Patent Security Agreement, which supplements the existing Schedule A to the Patent Security Agreement by adding the patents set forth thereon, and the Grantor hereby certifies, as of the date first above written, that such supplemental Schedule A has been prepared by the Grantor in substantially the form of the equivalent Schedule A to the Patent Security Agreement, and such supplemental Schedule A includes all of the information required to be scheduled to the Patent Security Agreement and does not omit to state any information material thereto.

SECTION 5. REAFFIRMATION OF PATENT SECURITY AGREEMENT. The Grantor hereby reaffirms and ratifies, as of the date hereof, the Grantor's agreement to be bound by all of the terms and provisions of the Patent Security Agreement. The Grantor expressly acknowledges and affirms that the rights and remedies of the Collateral Agent and the Secured Parties with respect to the security interest reaffirmed hereby are more fully set forth in the Loan Agreement and the Patent Security Agreement.

SECTION 6. Termination. Upon the release of the security interests granted to Collateral Agent pursuant to Article 4 of the Loan Agreement, upon written request of the Grantor, Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing Collateral Agent's Lien on and security interest in and to the Patent Collateral under the Patent Security Agreement.

SECTION 7. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and any other applicable government officer record this Supplement.

SECTION 8. Execution in Counterparts. This Supplement 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.


SECTION 9. Governing Law. THIS SUPPLEMENT 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.

[Signature Page Follows]

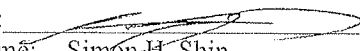
IN WITNESS WHEREOF, Grantor has caused this Supplement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SHAKE-N-GO FASHION, INC., as Grantor

By: 
Name: James K. Kim
Title: President

Accepted and Agreed:

BANK OF HOPE,
as Collateral Agent

By: 
Name: Simon H. Shin
Title: Senior Vice President

Signature Page to Supplement No. 1 to Patent Security Agreement

SCHEDULE A

Title	Application/ Registration No.	Filing Date	Owner
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.
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.