

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT5443588

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES PATENTS		
CONVEYING PARTY DATA			
Name			Execution Date
DRYBAR HOLDINGS LLC			03/26/2019
RECEIVING PARTY DATA			
Name:	KEYBANK NATIONAL ASSOCIATION		
Street Address:	4900 TIEDEMAN ROAD		
City:	BROOKLYN		
State/Country:	OHIO		
Postal Code:	44144		
PROPERTY NUMBERS Total: 4			
Property Type	Number		
Application Number:	29560025		
Application Number:	29618345		
Application Number:	29672249		
Application Number:	29672251		
CORRESPONDENCE DATA			
Fax Number:	(216)579-0212		
<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:	2165863939		
Email:	dpuljic@jonesday.com		
Correspondent Name:	DANIEL PULJIC / JONES DAY		
Address Line 1:	901 LAKESIDE AVENUE		
Address Line 2:	NORTH POINT		
Address Line 4:	CLEVELAND, OHIO 44114		
ATTORNEY DOCKET NUMBER:	601755-185098		
NAME OF SUBMITTER:	DANIEL PULJIC		
SIGNATURE:	/Daniel Puljic/		
DATE SIGNED:	03/27/2019		
Total Attachments: 5			
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PATENT

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**CONFIRMATORY GRANT OF
SECURITY INTEREST IN UNITED STATES PATENTS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES PATENTS (the “Confirmatory Grant”) is made effective as of March 26, 2019 by and from DRYBAR HOLDINGS LLC, a Delaware limited liability company (the “Grantor”), to and in favor of KEYBANK NATIONAL ASSOCIATION (the “Grantee”) for itself and as Administrative Agent for the Lenders (as defined in the Credit Agreement referenced below).

WHEREAS, the Grantor, the Lenders and the Grantee have entered into the Credit Agreement, dated March 26, 2019 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”).

WHEREAS, the Grantor and certain Subsidiaries of the Grantor have entered into the Pledge and Security Agreement, dated March 26, 2019 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Pledge and Security Agreement”).

WHEREAS, the Grantor owns certain Patents, including but not limited to those Patents listed on Exhibit A attached hereto, which listed Patents are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to the Grantee under the Pledge and Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Pledge and Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) **Definitions.** All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement or the Pledge and Security Agreement, as applicable.

2) **The Security Interest.**

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Secured Obligations of the Grantor. Upon the payment in full of all Secured Obligations (other than contingent indemnification obligations), the Grantee shall promptly, upon such satisfaction, execute, acknowledge and deliver to the Grantor all reasonably requested instruments in writing releasing the security interest in the Patents acquired under this Confirmatory Grant.

(b) The Grantor hereby grants to the Grantee a security interest in (1) all of the Grantor’s right, title and interest in and to the Patents now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds and products of the Patents, (3) the goodwill associated with such Patents, and (4) all causes of action arising prior to or after the date hereof for infringement of the Patents or unfair competition regarding the same.

3) **Pledge and Security Agreement.** The lien and security interest granted pursuant to this Confirmatory Grant is granted in conjunction with the lien and security interest granted to the Grantee pursuant to the Pledge and Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Grantee with respect to the lien and security interest in the Patents made and granted hereby are more fully set forth in the Pledge and Security Agreement. In the event that any provision of this Confirmatory Grant is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall govern.

4) **Recordation.** The Grantor authorizes and requests that the United States Commissioner for Patents and any other applicable government officer record this Confirmatory Grant.


5) **GOVERNING LAW.** THIS CONFIRMATORY GRANT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED BY AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

6) **Counterparts.** This Confirmatory Grant and any amendments, waivers, consents or supplements hereto may be executed in counterparts and by different parties hereto on separate counterparts, each of which shall be an original, but all together one and the same instrument. Delivery of an executed signature page of this Confirmatory Grant by facsimile transmission or electronic transmission (in PDF format) shall be effective as delivery of a manually executed counterpart hereof.

[Signature page follows]

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest effective as of the date first written above.

DRYBAR HOLDINGS LLC

By: 
Name: John Heffner
Title: Chief Executive Officer


Signature Page for Confirmatory Grant of
Security Interest in United States Patents

NAI-1506424254

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IN WITNESS WHEREOF, the Grantee has executed this Confirmatory Grant of Security Interest effective as of the date first written above.

KEYBANK NATIONAL ASSOCIATION

By: 

Name: Marianne T. Meil

Title: Senior Vice President

Signature Page for Confirmatory Grant of
Security Interest in United States Patents

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**CONFIRMATORY GRANT OF
SECURITY INTEREST IN UNITED STATES PATENTS
EXHIBIT A - SCHEDULE OF PATENTS**

Title of Invention	Status	Application No.	Filing Date	Patent No.	Date Issued
BLOW DRYER	Issued	29/560025	4/1/2016	D810356	2/13/2018
BLOW DRYER	Pending	29/618345	9/20/2017	--	--
BLOW DRYER	Pending	29/672249	12/4/2018	--	--
BLOW DRYER	Pending	29/672251	12/4/2018	--	--

Exhibit A

NAI-1506424254v3

RECORDED: 03/27/2019

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