# OP \$1715.00 6092171

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM698974

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Hollywood Beauty Imports, LLC		12/21/2021	Limited Liability Company: FLORIDA
House of Cheatham LLC		12/21/2021	Limited Liability Company: DELAWARE
Kuza Products, LLC		12/21/2021	Limited Liability Company: NEW YORK

## **RECEIVING PARTY DATA**

Name:	LBC Credit Agency Services, LLC, as Agent
Street Address:	555 E. Lancaster Ave., Ste 450
City:	Radnor
State/Country:	PENNSYLVANIA
Postal Code:	19087
Entity Type:	Limited Liability Company: DELAWARE

# **PROPERTY NUMBERS Total: 68**

Property Type	Number	Word Mark
Registration Number:	6092171	PEGA'O!
Registration Number:	4602715	HOLLYWOOD PURE
Registration Number:	2908071	PERFECT RESULTS
Registration Number:	2238826	
Registration Number:	1739383	
Registration Number:	1719278	HOLLYWOOD BEAUTY
Registration Number:	2696975	KUZA
Registration Number:	2694443	KUZA
Registration Number:	6240731	HYDRATE ME!
Registration Number:	6240730	WAKE UP
Registration Number:	6003904	MAGIC MEND
Registration Number:	6003832	ICE CURLS
Registration Number:	5992463	BUTTER FUSIONS
Registration Number:	5992454	SOOTHE OPERATOR
Registration Number:	5986062	TRESS BOOST

Property Type	Number	Word Mark
Registration Number:	5986061	NOT YOUR AVERAGE CURL
Registration Number:	5951648	SLICKED!
Registration Number:	5951647	RESCUED!
Registration Number:	5870017	SHINE BOSS
Registration Number:	5870016	FRIZZ PATROL
Registration Number:	5870014	POWER WASH
Registration Number:	5799591	ULTIMATE ORIGINALS
Registration Number:	5593474	ULTIMATE ORGANICS
Registration Number:	5298107	CURL BOSS
Registration Number:	5298480	COCO REPAIR
Registration Number:	5298479	COCO WASH
Registration Number:	5214148	NOURISH MY HAIR
Registration Number:	5214147	REPAIR MY HAIR
Registration Number:	5214146	FRIZZ REBEL
Registration Number:	5214145	BALANCE!
Registration Number:	4798754	AUNT JACKIE'S GIRLS FABULOUS CURLS & COI
Registration Number:	4984676	TAME MY EDGES
Registration Number:	4984675	SEAL IT UP
Registration Number:	4984674	FIX MY HAIR
Registration Number:	4984673	SOFT ALL OVER
Registration Number:	4984672	HALF & HALF
Registration Number:	4970165	CURL MANE-TENANCE
Registration Number:	4713750	KNOT HAVIN' IT
Registration Number:	4677468	ORGANICS BY AFRICA'S BEST
Registration Number:	4762078	SILK PRESS
Registration Number:	4713751	E-BLAST
Registration Number:	4713749	HEADS UP
Registration Number:	4713748	SOFT & SASSY
Registration Number:	4721150	ORIGINALS BY AFRICA'S BEST
Registration Number:	5073690	MAGNIFICENT MANE
Registration Number:	4832589	BABY GIRL CURLS
Registration Number:	4713586	ARGAN SMOOTH
Registration Number:	4243198	KEEP IT CURLY
Registration Number:	4700496	MEN'S TEXTURE MY WAY
Registration Number:	4554636	TEXTURE MY WAY
Registration Number:	4511140	ORIGINALS BY AFRICA'S BEST
Registration Number:	4354902	CURL LA LA
Registration Number:	4348228	KIDS ORIGINALS

Property Type	Number	Word Mark
Registration Number:	4247480	AUNT JACKIE'S
Registration Number:	4329224	KNOT ON MY WATCH
Registration Number:	4329223	OH SO CLEAN!
Registration Number:	3970184	THERMAL RADIANCE
Registration Number:	3778891	RED FOX
Registration Number:	3665901	ORGANICS BY AFRICA'S BEST
Registration Number:	3400312	ULTIMATE ORGANICS
Registration Number:	3355890	BLUE DUCHESS
Registration Number:	3351743	TRENDS NATURAL THERAPY
Registration Number:	2606209	ORGANICS BY AFRICA'S BEST
Registration Number:	2639327	AFRICA'S BEST
Registration Number:	2708162	KIDS ORGANICS
Registration Number:	1099952	RED FOX
Registration Number:	1291651	BOTTLE O'BUTTER
Registration Number:	1258159	TUB O'BUTTER

### **CORRESPONDENCE DATA**

**Fax Number:** 3128637867

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:** 3128637267

**Email:** jaclyn.di.grande@goldbergkohn.com

Correspondent Name: Jaclyn Di Grande - Paralegal

Address Line 1: Goldberg Kohn Ltd.

Address Line 2: 55 E Monroe St., Ste 3300 Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	6030.203
NAME OF SUBMITTER:	Jaclyn Di Grande
SIGNATURE:	/jaclyn di grande/
DATE SIGNED:	12/31/2021

## **Total Attachments: 7**

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THIS TRADEMARK SECURITY AGREEMENT, dated as of December 21, 2021, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of LBC Credit Agency Services, LLC, in its capacity as Agent under the Credit Agreement described below ("Agent").

### WITNESSETH:

WHEREAS, pursuant to a certain Credit Agreement, dated as of December 21, 2021, among the Borrowers, Agent and Lenders (as the same may be amended, restated, modified or supplemented and in effect from time to time, the "Credit Agreement"), Lenders have agreed, subject to the satisfaction of certain conditions precedent, to make Loans to Borrowers;

WHEREAS, each Grantor has agreed, pursuant to that certain Security Agreement, dated as of December 21, 2021, in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of Borrowers; and

WHEREAS, all of the Grantors are party to the Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce Agent and each Lender to enter into the Credit Agreement and make extensions of credit to Borrowers thereunder, each Grantor hereby agrees with Agent and each Lender as follows:

- <u>Section 1.</u> <u>Defined Terms</u>. Capitalized terms used herein without definition are used as defined in the Security Agreement.
- Section 2. Grant of Security Interest in Trademark Collateral. Each 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 such Grantor, hereby mortgages, pledges and hypothecates to Agent, and grants to Agent a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor, but excluding any Excluded Property of such Grantor (the "Trademark Collateral"):
  - (a) all of its Trademarks and all Intellectual Property Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on <u>Schedule 1</u> hereto;
    - (b) all renewals and extensions of the foregoing;
  - (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
  - (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, 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.

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- Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of 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.
- <u>Section 4.</u> <u>Grantor Remains Liable</u>. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and Intellectual Property Licenses subject to a security interest hereunder.
- Section 5. Authorization To Supplement. If Grantor shall obtain rights to any new Trademarks, the provisions of this Trademarks Security Agreement shall automatically apply thereto. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule I to include any such new Trademarks rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.
- Section 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Receipt by telecopy or electronic mail of any executed signature page to this Trademark Security Agreement shall constitute effective delivery of such signature page. This Trademark Security Agreement to the extent signed and delivered by means of a facsimile machine or electronic mail (including ".pdf" files) shall be treated in all manner and respects and for all purposes as an original agreement or amendment and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party hereto shall raise the use of a facsimile machine or electronic mail (including ".pdf" files) to deliver a signature or the fact that any signature or agreement or amendment was transmitted or communicated through the use of a facsimile machine or electronic mail (including ".pdf" files) as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.
- <u>Section 7.</u> <u>Governing Law.</u> This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the laws of the State of New York (without regard to conflict of law principles other than Section 5-1401 and Section 5-1402 of the General Obligations Law of the State of New York).

[Signature Pages Follow]

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

HOLLYWOOD BEAUTY IMPORTS, LLC, as Grantor

By: Vay Show or and

Name: Jay Studdard

Title: Chief Executive Officer

HOUSE OF CHEATHAM, LLC, as Grantor

By: Vy Sandame

Name: Jay Studdard Title: Chairman

KUZA PRODUCTS, LLC, as Grantor

Name: Jay Studdard

Title: Chief Executive Officer

# ACCEPTED AND AGREED as of the date first above written:

LBC CREDIT AGENCY SERVICES, LLC, as Agent

By;

Name: <u>David B. Fraimow</u>
Title: <u>Senior Vice President</u>

Signature Page to Trademark Security Agreement