

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM495280

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HARRY'S, INC.		10/23/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION		
Street Address:	One Boston Place		
Internal Address:	18th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02108		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4518976	GIVE A SHAVE	
Registration Number:	5014433	HARRY'S	
Registration Number:	4860026	HARRY'S	
Registration Number:	4622812	TRUMAN	
Registration Number:	5004960		
Registration Number:	4855998		
Registration Number:	3084073	MORRIS-FLAMINGO	
Registration Number:	0546374	FLAMINGO	
Registration Number:	0500152	FLAMINGO	
Registration Number:	4871014	H'	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	tadmin@choate.com		
Correspondent Name:	Sara M. Bauer		
Address Line 1:	Two International Place		
Address Line 4:	Boston, MASSACHUSETTS 02110		

OP \$265.00 4518976

NAME OF SUBMITTER:	Sara M. Bauer
SIGNATURE:	/sara bauer/
DATE SIGNED:	10/24/2018
Total Attachments: 5 source=Harrys Security Agreement (TM)#page1.tif source=Harrys Security Agreement (TM)#page2.tif source=Harrys Security Agreement (TM)#page3.tif source=Harrys Security Agreement (TM)#page4.tif source=Harrys Security Agreement (TM)#page5.tif	

**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

October 23, 2018

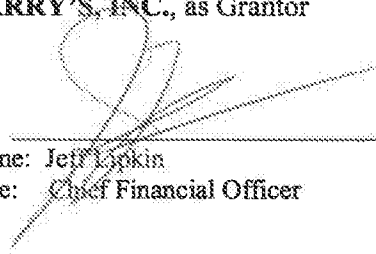
FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, **HARRY’S, INC.**, a Delaware corporation, with its principal office at 75 Varick Street, 9th Floor, New York, NY 10013 (the “Grantor”), hereby grants to **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association with offices at One Boston Place, 18th Floor, Boston, MA 02108 (in its capacity as administrative agent and collateral agent for the Credit Parties (as defined in the Credit Agreement (as defined below)), in such capacities and together with any successors in such capacities, the “Grantee”), a continuing security interest in (i) all of such Grantor’s right, title and interest in, to and under the United States trademarks, trademark registrations and trademark applications (the “Marks”) set forth on Schedule A attached hereto, (ii) the goodwill connected with the use of, and symbolized by, the Marks, (iii) rights and privileges arising under applicable Law with respect to such Grantor’s use of any of the foregoing, (iv) extensions and renewals thereof, (v) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including, without limitation, damages, claims and payments for past, present or future infringements, dilution or violation thereof, (vi) rights corresponding thereto throughout the world, (vii) rights to sue for past, present and future infringements, dilution or violation thereof, and (viii) all proceeds and products of the foregoing. Notwithstanding anything to the contrary, this Grant shall not include any Excluded Property (as defined in the Security Agreement referred to below), including any U.S. intent-to-use trademark applications prior to the filing and acceptance of a verified statement of use or an amendment to allege use with the United States Patent and Trademark Office with respect thereto (if any).

THIS GRANT (this "Grant") is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in that certain Credit Agreement dated as of October 23, 2018 (as amended, restated, supplemented or otherwise modified and in effect from time to time, the "Credit Agreement") by, among others, Harry's USA, Inc., a Delaware corporation ("Harry's USA"), the Grantor, Wildcat Wholesale LLC, a Delaware limited liability company ("Wildcat" and, together with Harry's USA and the Grantor, collectively, the "Loan Parties"), and the Grantee. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Credit Agreement and that certain Security Agreement by, among others, the Loan Parties (including the Grantor) and the Grantee, dated as of October 23, 2018 (as amended, restated, supplemented or otherwise modified and in effect from time to time, the "Security Agreement"), all terms and provisions of which Credit Agreement and Security Agreement are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Credit Agreement or the Security Agreement, the provisions of the Credit Agreement or the Security Agreement, as applicable, shall govern.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, each of the undersigned has duly executed and delivered this Grant as of the date above first written.

HARRY'S, INC., as Grantor

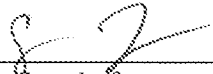
By: 
Name: Jeff Lickin
Title: Chief Financial Officer

[Signature Page to Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 006464 FRAME: 0832

IN WITNESS WHEREOF, each of the undersigned has duly executed and delivered this
Grant as of the date above first written.

**WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Grantee**

By: 
Name: Cory Loftus
Title: Managing Director

[Signature Page to Grant of Security Interest in United States Trademarks]

**TRADEMARK
REEL: 006464 FRAME: 0833**

SCHEDULE A

United States Trademarks:

Trademark	Country	Application No.	Registration No.
GIVE A SHAVE	United States	85847349	4518976
HARRY'S	United States	86725837	5014433
HARRY'S	United States	85635149	4860026
TRUMAN	United States	86284730	4622812
WOOLLY MAMMOTH Design Only	United States	86725910	5004960
WOOLLY MAMMOTH Design Only	United States	85853765	4855998
MORRIS- FLAMINGO	United States	76572215	3084073
FLAMINGO & Design	United States	71601826	0546374
FLAMINGO & Design	United States	71527486	0500152
H'	United States	85727406	4871014