

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM552698

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Mane Choice Hair Solution LLC		11/13/2019	Limited Liability Company: ALABAMA
RECEIVING PARTY DATA			
Name:	Royal Bank of Canada		
Street Address:	200 Bay Street		
Internal Address:	12th Floor, South Tower, Royal Bank Plaza		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5J 2W7		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4604215	MANETABOLISM	
Registration Number:	4790425	THE MANE CHOICE	
Registration Number:	4977930	THE MANE CHOICE	
Registration Number:	5753640	NATURAL GROWTH & RETENTION	
Registration Number:	5759489	BEAUTY, HEALTH, SCIENCE	
Registration Number:	5908164	PROCEED WITH CAUTION	
CORRESPONDENCE DATA			
Fax Number:	3126165700		
<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:	312-616-5600		
Email:	trademark@leydig.com		
Correspondent Name:	Claudia W. Stangle		
Address Line 1:	Two Prudential Plaza, 180 N. Stetson Ave		
Address Line 2:	Suite 4900		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	289582		
NAME OF SUBMITTER:	Claudia W. Stangle		

CH \$165.00 4604215

SIGNATURE:	/Claudia W. Stangle/
DATE SIGNED:	12/10/2019
Total Attachments: 6 source=Security Agreement (The Mane Choice Hair Solution LLC)#page1.tif source=Security Agreement (The Mane Choice Hair Solution LLC)#page2.tif source=Security Agreement (The Mane Choice Hair Solution LLC)#page3.tif source=Security Agreement (The Mane Choice Hair Solution LLC)#page4.tif source=Security Agreement (The Mane Choice Hair Solution LLC)#page5.tif source=Security Agreement (The Mane Choice Hair Solution LLC)#page6.tif	

U.S. TRADEMARK SECURITY AGREEMENT

This U.S. TRADEMARK SECURITY AGREEMENT dated as of November 13, 2019 (as may be amended, restated, supplemented or otherwise modified from time to time, this “Agreement”), is made by and among THE MANE CHOICE HAIR SOLUTION LLC (the “Grantor”) and Royal Bank of Canada, as administrative agent and collateral agent (in such capacity, the “Administrative Agent”).

Reference is made to (a) the Amended and Restated First Amendment to Credit Agreement, dated as of the date hereof (the “First Amendment”), by and among MARC ANTHONY COSMETICS LTD. (the “Canadian Borrower”), MAC PURE HOLDINGS, INC. (the “US Borrower” and, together with the Canadian Borrower, the “Borrowers”), the other Loan Parties party thereto, the lenders from time to time party thereto and the Administrative Agent, which amends that certain Credit Agreement dated as of July 10, 2018 (as amended by the First Amendment and as otherwise amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrowers, MAV BEAUTY BRANDS INC., the Lenders and Issuing Banks party thereto and the Administrative Agent and (b) that certain Supplement No. 1 dated as of the date hereof (the “Security Agreement Supplement”) among the Grantor, MAV Midco Holdings, LLC, MAC Pure Holdings, Inc., and the Administrative Agent, which joins the Grantor under the U.S. Pledge and Security Agreement dated as of July 10, 2018 (as amended by the Security Agreement Supplement and as otherwise amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Borrowers, the other grantors from time to time party thereto and the Administrative Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Canadian Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Canadian Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

Section 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under Filing Collateral consisting of any Trademarks now owned or at any time hereafter acquired by such Grantor, including those registered or applied for Trademarks listed on Schedule I hereto; provided that no security interest is granted on any intent-to-use trademark applications filed in the United States Patent and Trademark Office to the extent that, and solely during the period in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable Requirements of Law (the “Trademark Collateral”). The Grantor authorizes and requests that the Commissioner for Trademarks record this Agreement.

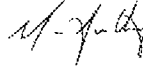
Security Agreement. The Security Interest granted to the Administrative Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by email or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

THE MANE CHOICE HAIR SOLUTION LLC



By: _____

Name: Marc Anthony Venere

Title: Chief Executive Officer

ROYAL BANK OF CANADA,
as Administrative Agent






By: _____

Name: Vishal Nayee

Title: Authorized Signatory

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademarks:

Owner	Trademark:	Jurisdiction:	Registration No.:
The Mane Choice Hair Solution LLC		United States	4977930
The Mane Choice Hair Solution LLC	THE MANE CHOICE	United States	4790425
The Mane Choice Hair Solution LLC	MANETABOLISM	United States	4604215
The Mane Choice Hair Solution LLC	NATURAL GROWTH & RETENTION	United States	5753640
The Mane Choice Hair Solution LLC	BEAUTY, HEALTH, SCIENCE	United States	5759489
The Mane Choice Hair Solution LLC	MANETABOLISM (Canada)	Canada	TMA953552
The Mane Choice Hair Solution LLC		Canada	TMA991945
The Mane Choice Hair Solution LLC		WIPO	1292836
The Mane Choice Hair Solution LLC	MANETABOLISM	WIPO	1289937

Trademark Applications:

Owner	Trademark:	Jurisdiction:	Application No.:
The Mane Choice Hair Solution LLC	PROCEED WITH CAUTION	United States	88416883
The Mane Choice Hair Solution LLC	MANE CHOICE	Nigeria	F/T/2016/408
The Mane Choice Hair Solution LLC	MANETABOLISM	China	35447990