

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM575208

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
UNITED BEAUTY BRANDS, LLC		05/05/2020	Limited Liability Company: CALIFORNIA
Ouai Holdings, LLC		05/05/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A.		
<b>Street Address:</b>	333 South Hope Street		
<b>Internal Address:</b>	Suite 1900		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90071		
<b>Entity Type:</b>	Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5066007	OUAI	
<b>Serial Number:</b>	88452215	OUAI	
<b>Serial Number:</b>	88415387	OUAI	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8009144240		
<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>			
<b>Phone:</b>	800-713-0755		
<b>Email:</b>	Ted.mulligan@wolterskluwer.com		
<b>Correspondent Name:</b>	CT Corporation		
<b>Address Line 1:</b>	4400 Easton Commons Way		
<b>Address Line 2:</b>	Suite 125		
<b>Address Line 4:</b>	Columbus, OHIO 43219		
<b>NAME OF SUBMITTER:</b>	Syed Humza Moinuddin		
<b>SIGNATURE:</b>	/Syed Humza Moinuddin/		
<b>DATE SIGNED:</b>	05/07/2020		

OP \$90.00 5066007

**Total Attachments: 7**

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**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

<b>1. Name of conveying party(ies)/Execution Date(s):</b>  <u>UNITED BEAUTY BRANDS, LLC</u>		<b>2. Name and address of receiving party(ies)</b>  Additional names, addresses, or citizenship attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  Name: <u>Bank of America, N.A.</u>  Internal Address:  Street Address: <u>333 South Hope Street, Suite 1900</u>  City: <u>Los Angeles</u>  State: <u>CA</u>  Country: <u>USA</u> Zip: <u>90071</u>  <input checked="" type="checkbox"/> Association Citizenship: <u>USA</u> <input type="checkbox"/> General Partnership Citizenship: <input type="checkbox"/> Limited Partnership Citizenship: <input type="checkbox"/> Corporation Citizenship: <input type="checkbox"/> Other Citizenship:  If assignee is not domiciled in the United States, a domestic representative designation is attached. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment)	
<input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Limited Liability Company Citizenship: <u>CA</u> Execution Date(s): <u>MAY 5, 2020</u> Additional names of conveying parties attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
<b>3. Nature of conveyance:</b> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other:			
<b>4. Application number(s) or registration number(s) and identification or description of the Trademark.</b> A. Trademark Application No.(s) See Attached Schedule 1 B. Trademark Registration No.(s) See Attached Schedule 1 Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)			
<b>5. Name address of party to whom correspondence concerning document should be mailed:</b> Name: <u>Syed Humza Moinuddin</u>  Internal Address: <u>Otterbourg P.C.</u>  Street Address: <u>230 Park Avenue</u>  City: <u>New York</u>  State: <u>NY</u> Zip: <u>10169</u>  Phone Number: <u>212-905-3719</u>  Fax Number:  Email Address: <u>hmoinuddin@otterbourg.com</u>		<b>6. Total number of applications and registrations involved: 3</b>  <b>7. Total fee (37 CFR 2.6(b)(6) &amp; 3.41) \$</b> <input type="checkbox"/> Authorized to be charged by credit card <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed  <b>8. Payment Information:</b>  a. Credit Card Last 4 Numbers Expiration Date  b. Deposit Account Number Authorized User Name:	
<b>9. Signature:</b>  _____ Signature		Date: <u>May 6, 2020</u> Total number of pages including cover sheet, attachments, and document: 7	
<u>Syed Humza Moinuddin</u> Name of Person Signing			

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**ITEM 1 (cont'd)**  
**to Trademarks Recordation Form Cover Sheet**

**Additional Parties**

<u>Entity</u>	<u>Jurisdiction of Organization</u>	<u>Type of Entity</u>	<u>Citizenship</u>
Ouai Holdings, LLC	Delaware	LLC	USA-Delaware

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of May 5, 2020, by UNITED BEAUTY BRANDS, LLC, a California limited liability company ("United") and OUAI HOLDING, LLC, a Delaware limited liability company ("Ouai", and together with United, the "Grantors"), in favor of BANK OF AMERICA, N.A., as lender (the "Lender").

### RECITALS

WHEREAS, the Lender has agreed to extend credit to the Grantors and certain of their affiliates pursuant to that certain Loan and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan and Security Agreement"), by and among the Grantors, certain of their affiliates party thereto, and the Lender, pursuant to which the Lender has agreed to make certain financial accommodations available to the Grantors and/or their affiliates from time to time pursuant to the terms and conditions thereof (unless otherwise defined herein, all capitalized terms used herein shall have the respective meanings ascribed thereto in the Loan and Security Agreement);

WHEREAS, pursuant to the terms of the Loan and Security Agreement, the Obligations of the Specified Loan Parties under the Loan and Security Agreement are secured;

WHEREAS, pursuant to the terms of the Loan and Security Agreement, the Grantors are required to execute and deliver to the Lender this Agreement; and

WHEREAS, pursuant to the terms of the Loan and Security Agreement, each Grantor has granted to the Lender a security interest in substantially all of its assets, including all of its right, title and interest in, to and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Specified Loan Parties under the Loan and Security Agreement or any other Loan Document.

In consideration of the mutual agreements set forth herein and in the Loan and Security Agreement, each Grantor does hereby grant to the Agent, for the benefit of the Secured Parties, a continuing security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

1. each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
2. each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith; and
3. all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any

trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral").

This security interest is granted in conjunction with the security interests granted to the Lender pursuant to the Loan and Security Agreement and subject to limitations set forth therein. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

Each Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

**UNITED BEAUTY BRANDS, LLC**

DocuSigned by:  
By: Colin Walsh  
Name: Colin Walsh  
Title: Chief Executive Officer

**QUALHOLDING, LLC**

DocuSigned by:  
By: Colin Walsh  
Name: Colin Walsh  
Title: Manager

[Signature Page to Trademark Security Agreement]

Acknowledged:

**BANK OF AMERICA, N.A.**, as Lender

By: *Julie Baghajian*  
Name: Julie Baghajian  
Title: AVP

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006932 FRAME: 0018**



**SCHEDULE 1**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND APPLICATIONS**

**TRADEMARKS:**

<b>Trademark</b>	<b>Owner</b>	<b>Trademark Office</b>	<b>Status in Trademark Office</b>	<b>Registration No.</b>	<b>Application Date</b>
OUI	United Beauty Brands, LLC	United States	Registered	5066007	September 28, 2015
OUI	United Beauty Brands, LLC	United States	Pending	88452215	May 30, 2019
OUI	United Beauty Brands, LLC	United States	Pending	88415387	May 3, 2019