

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM593506

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
VEE PAK, LLC		08/20/2020	Limited Liability Company: DELAWARE
VOYANT BEAUTY, LLC		08/20/2020	Limited Liability Company: DELAWARE
AWARE PRODUCTS, LLC		08/20/2020	Limited Liability Company: CALIFORNIA
COSMETIC ESSENCE, LLC		08/20/2020	Limited Liability Company: DELAWARE
CBI LABORATORIES, INC.		08/20/2020	Corporation: TEXAS
MARIETTA CORPORATION		08/20/2020	Corporation: NEW YORK
BEAUTY EXPLORED LABORATORIES, INC.		08/20/2020	Corporation: ILLINOIS
VEE PAK OHIO, LLC		08/20/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A.		
<b>Street Address:</b>	135 S. LaSalle Street		
<b>Internal Address:</b>	9thFloor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 49</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2661830	VEEPAK	
<b>Registration Number:</b>	2690649	COSMETIC ESSENCE	
<b>Registration Number:</b>	2692969	CEI	
<b>Registration Number:</b>	3376680	ADVANCED VOLUMIZING SYSTEM	
<b>Registration Number:</b>	3995083	AMAZON CALM	
<b>Registration Number:</b>	3995082	AMAZON COILS	
<b>Registration Number:</b>	3995081	AMAZON DEEP	

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Property Type	Number	Word Mark
Registration Number:	5467791	AWARE BRANDING
Registration Number:	3546140	AWARE PERSONALIZED BRANDING
Registration Number:	5005683	AWARE PRODUCTS
Registration Number:	5618711	BECOME A BRAND
Registration Number:	3232868	CLUB AWARE
Registration Number:	4298696	COLOR RETENTION SYSTEM QUENCH
Registration Number:	3621576	COLOR RETENTION SYSTEM WITH STRANDGUARD
Registration Number:	3285890	EXPANSION TECHNOLOGY
Registration Number:	3769028	HEATWAVE TECHNOLOGY
Registration Number:	3743276	NUTRITIVE CASCADE TECHNOLOGY
Registration Number:	1901113	SKINWEAR
Registration Number:	3539751	STRANDGUARD COMPLEX
Registration Number:	3745382	STRUCTURE CONTROL SYSTEM
Registration Number:	2304794	AMRENEW
Registration Number:	2265970	BODY RITUALS
Registration Number:	3099489	BOTANICAL BIO-PEPTIDE CONCENTRATE
Registration Number:	2289140	BOTANICAL LUXURIES
Registration Number:	2499560	CELLUFIRM
Registration Number:	2300668	CREATIVE BEAUTY INNOVATIONS
Registration Number:	1823542	CREDENTIALS
Registration Number:	2291574	EYE INTENSIVE 20
Registration Number:	3084474	GRAPE WINE PEEL
Registration Number:	3363764	OPTIONS RX
Registration Number:	2302818	PMCLEAN
Registration Number:	3066918	SHIO DORO
Registration Number:	2289139	SKIN SOURCES
Registration Number:	2219188	SPA BALANCE
Registration Number:	2448437	AROMAE
Registration Number:	4518675	ASTOR AND COOPER
Registration Number:	4518678	ASTOR AND COOPER NEW YORK
Registration Number:	2304271	FOR YOU. FOR THE EARTH.
Registration Number:	1701293	FRESH 'N' MINTY
Registration Number:	1659351	LORD & MAYFAIR
Registration Number:	4386531	MARIETTA
Registration Number:	3971305	PAYA
Registration Number:	2168558	PROTERRA
Registration Number:	3172120	SERENE ELEMENTS
Registration Number:	5049967	SPA 360

Property Type	Number	Word Mark
Registration Number:	2340436	
Registration Number:	1898492	SUN & SAND
Registration Number:	5828345	CAPPA 5
Registration Number:	5814603	CAPPA 5

**CORRESPONDENCE DATA**

**Fax Number:** 2127352000

*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:** 212-735-2811

**Email:** mribando@skadden.com

**Correspondent Name:** Skadden, Arps, Slate, Meagher & Flom LLP

**Address Line 1:** One Manhattan West

**Address Line 2:** Monique L. Ribando

**Address Line 4:** NEW YORK, NEW YORK 10001-8602

<b>ATTORNEY DOCKET NUMBER:</b>	401180/565
<b>NAME OF SUBMITTER:</b>	Kendall Ickes
<b>SIGNATURE:</b>	/kendall ickes/
<b>DATE SIGNED:</b>	08/22/2020

**Total Attachments: 12**

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**GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS**

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), effective as of August 20, 2020 is made by VEE PAK, LLC, a Delaware limited liability company ("Vee Pak"), VEE PAK OHIO, LLC, a Delaware limited liability company ("Vee Pak Ohio"), VOYANT BEAUTY, LLC, a Delaware limited liability company ("Voyant Beauty"), AWARE PRODUCTS, LLC, a California limited liability company ("Aware Products"), COSMETIC ESSENCE, LLC, a Delaware limited liability company ("Cosmetic Essence"), CBI LABORATORIES, INC., a Texas corporation ("CBI Labs"), MARIETTA CORPORATION, a New York corporation ("Marietta") and BEAUTY EXPLORED LABORATORIES, INC. an Illinois corporation ("Beauty Explored," and, collectively with Vee Pak, Voyant Beauty, Aware Products, Cosmetic Essence, CBI Labs and Marietta, the "Grantors" and each individually a "Grantor") in favor of BANK OF AMERICA, a national banking association, in its capacity as agent (together with its successors and assigns, in such capacity, the "Agent") for the benefit of the Secured Parties from time to time party to that certain Loan and Guaranty Agreement, dated as of August 20, 2020 (as may be amended, amended and restated, joined, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Voyant Beauty, Aware Products, the other Borrowers party thereto, the Canadian Borrowing Base Contributors (as defined therein) party thereto, VOYANT BEAUTY HOLDINGS, INC. (f/k/a VPI Holding Corp.), a Delaware corporation ("Holdings"), the other guarantors party thereto, the financial institutions party to that agreement from time to time as Lenders (as defined therein), and the Agent.

**W I T N E S S E T H:**

WHEREAS, pursuant to the Credit Agreement, the Lenders have agreed to make Loans and provide other financial accommodations to the Grantors upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantors have executed and delivered a Security and Pledge Agreement, dated as of August 20, 2020 (as may be amended, amended and restated, joined, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Agent for the benefit of the Secured Parties;

WHEREAS, pursuant to the Security Agreement, the Grantors have granted to the Agent, for the benefit of the Secured Parties, a continuing security interest in any and all right, title and interest of the Grantors in and to all Intellectual Property, including the Trademarks; and

WHEREAS, the Grantors have duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to induce the Lenders to make Loans

and provide other financial accommodations to the Grantors pursuant to the Credit Agreement, the Grantors agree, for the benefit of the Agent and the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Security Agreement or Credit Agreement.

SECTION 2. Grant of Security Interest. The Grantors hereby grant to the Agent, on behalf and for the benefit of the Secured Parties, and to secure the prompt and complete payment and performance of all of the Grantors' Obligations, a continuing security interest in all of their right, title and interest in, to and under the Grantors' Trademarks (including, without limitation, those items listed on Schedule A hereto).

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office and the Canadian Intellectual Property Office.

SECTION 4. Acknowledgment. Grantors do hereby further acknowledge and affirm that the rights and remedies of the Agent and the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including, without limitation, the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement and any document, amendment, approval, consent, information, notice, certificate, request, statement, disclosure or authorization related to this Agreement (each a "Communication"), including Communications required to be in writing, may be in the form of an Electronic Record and may be executed using Electronic Signatures. Each of the Grantors agrees that any Electronic Signature on or associated with any Communication shall be valid and binding on each of the Grantors to the same extent as a manual, original signature, and that any Communication entered into by Electronic Signature, will constitute the legal, valid and binding obligation of each of the Grantors enforceable against such in accordance with the terms thereof to the same extent as if a manually executed original signature was delivered. Any Communication may be executed in as many counterparts as necessary or convenient, including both paper and electronic counterparts, but all such counterparts are one and the same Communication. For the avoidance of doubt, the authorization under this paragraph may include, without limitation, use or acceptance by Agent and each of the Secured Parties of a manually signed paper Communication which has been converted into electronic form (such as scanned into PDF format), or an electronically signed Communication converted into another format, for transmission, delivery and/or retention. Agent and each of the Secured Parties may, at its option, create one or more copies of any Communication in the form of an imaged Electronic Record ("Electronic Copy"), which shall be deemed created in the ordinary course of the such Person's business, and destroy the original paper document. All Communications in the form of an Electronic Record, including an Electronic Copy, shall be considered an original for all purposes, and shall have the same legal effect, validity and enforceability as a paper record. Notwithstanding anything contained herein to the contrary, Agent is under no obligation to accept an Electronic Signature in any form or

in any format unless expressly agreed to by the Agent pursuant to procedures approved by it; provided, further, without limiting the foregoing, (a) to the extent the Agent has agreed to accept such Electronic Signature, the Agent and each of the Secured Parties shall be entitled to rely on any such Electronic Signature purportedly given by or on behalf of any Obligor without further verification and (b) upon the request of the Agent or any Lender, any Electronic Signature shall be promptly followed by such manually executed counterpart. For purposes hereof, "Electronic Record" and "Electronic Signature" shall have the meanings assigned to them, respectively, by 15 USC §7006, as it may be amended from time to time.

SECTION 6. Choice of Law, Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to any conflict of law principles except federal laws relating to national banks.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

VEE PAK, LLC,  
as Grantor

By: Bill Saracco  
Name: Bill Saracco  
Title: Chief Financial Officer and Treasurer

VEE PAK OHIO, LLC,  
as Grantor

By: Bill Saracco  
Name: Bill Saracco  
Title: Chief Financial Officer and Treasurer

VOYANT BEAUTY, LLC,  
as Grantor

By: Bill Saracco  
Name: Bill Saracco  
Title: Chief Financial Officer and Treasurer

AWARE PRODUCTS, LLC,  
as Grantor

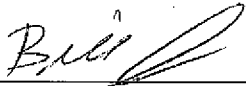
By: Bill Saracco  
Name: Bill Saracco  
Title: Chief Financial Officer and Treasurer

COSMETIC ESSENCE, LLC,  
as Grantor


By: Bill Saracco  
Name: Bill Saracco  
Title: Chief Financial Officer and Treasurer

[Signature Page to Grant of Security Interest in Trademark Rights]


CBI LABORATORIES, INC.,  
as Grantor

By:   
Name: Bill Saracco  
Title: Chief Financial Officer and Treasurer

MARIETTA CORPORATION,,  
as Grantor

By:   
Name: Bill Saracco  
Title: Chief Financial Officer and Treasurer

BEAUTY EXPLORED LABORATORIES,  
INC.,  
as Grantor

By:   
Name: Bill Saracco  
Title: Chief Financial Officer and Treasurer

[Signature Page to Grant of Security Interest in Trademark Rights]

**TRADEMARK**  
**REEL: 007031 FRAME: 0651**



BANK OF AMERICA, N.A.,  
as Agent

By: 

Name: Peter Dreoff

Title: Senior Vice President



**SCHEDULE A****Trademark Registrations and Applications**


Owner	Trademark	Country	Application No.	Registration No.	Registration Date	Status
Vee Pak, LLC	VEEPAK	USA	76212765	2661830	12/17/2002	Registered
Cosmetic Essence, LLC	Cosmetic Essence	USA	76403990	2690649	02/25/03	Registered
Cosmetic Essence, LLC	CEI	USA	76403989	2692969	03/04/03	Registered
Aware Products, LLC	ADVANCED VOLUMIZING SYSTEM	USA	78835557	3376680	1/29/2008	Registered
Aware Products, LLC	AMAZON CALM	USA	85072264	3995083	7/12/2011	Registered
Aware Products, LLC	AMAZON COILS	USA	85072263	3995082	7/12/2011	Registered
Aware Products, LLC	AMAZON DEEP	USA	85072262	3995081	7/12/2011	Registered
Aware Products, LLC	AWARE BRANDING	USA	87612949	5467791	5/15/2018	Registered
Aware Products, LLC	AWARE PERSONALIZED BRANDING	USA	77365920	3546140	12/16/2008	Registered
Aware Products, LLC	AWARE PRODUCTS	USA	86016327	5005683	7/26/2016	Registered
Aware Products, LLC	BECOME A BRAND	USA	87612773	5618711	11/27/2018	Registered
Aware Products, LLC	CLUB AWARE	USA	78835519	3232868	4/24/2007	Registered
Aware Products, LLC	COLOR RETENTION SYSTEM QUENCH	USA	85247793	4298696	3/05/2013	Registered
Aware Products, LLC	COLOR RETENTION SYSTEM WITH STRANDGUARD COMPLEX	USA	77392721	3621576	5/19/2009	Registered
Aware Products, LLC	EXPANSION TECHNOLOGY	USA	78835531	3285890	8/28/2007	Registered
Aware Products, LLC	HEATWAVE TECHNOLOGY	USA	77681560	3769028	3/30/2010	Registered
Aware Products, LLC	NUTRITIVE CASCADE TECHNOLOGY	USA	77681569	3743276	1/26/2010	Not Renewed



Owner	Trademark	Country	Application No.	Registration No.	Registration Date	Status
CBI Laboratories, Inc.	CREATIVE BEAUTY INNOVATIONS  CREATIVE BEAUTY INNOVATIONS	USA	75417566	2300668	12/14/1999	Registered
CBI Laboratories, Inc.	CREDENTIALS	USA	74308738	1823542	2/22/1994	Registered
CBI Laboratories, Inc.	EYE INTENSIVE 20  EYE INTENSIVE 20	USA	75456012	2291574	11/9/1999	Registered
CBI Laboratories, Inc.	GRAPE WINE PEEL  GRAPE WINE PEEL	USA	78395195	3084474	4/25/2006	Registered
CBI Laboratories, Inc.	OPTIONS RX  OPTIONS RX	USA	78920161	3363764	1/1/2008	Registered
CBI Laboratories, Inc.	PMCLEAN  PMCLEAN	USA	75456010	2302818	12/21/1999	Registered
CBI Laboratories, Inc.	SHIO DORO  SHIO DORO	USA	78395188	3066918	3/7/2006	Registered
CBI Laboratories, Inc.	SKIN SOURCES  SKIN SOURCES	USA	74678039	2289139	10/26/1999	Registered

Owner	Trademark	Country	Application No.	Registration No.	Registration Date	Status
CBI Laboratories, Inc.	SPA BALANCE	USA	75012067	2219188	1/19/1999	Registered
Marietta Corporation	AROMAE	Canada	1776071	TMA969715	5/2/2017	Registered
Marietta Corporation	EARTH'S ACCENTS	Canada	1518944	TMA870705	2/5/2014	Registered
Marietta Corporation	EXPERIENCE THE DIFFERENCE	Canada	1499033	TMA837807	12/5/2012	Registered
Marietta Corporation	LORD & MAYFAIR	Canada	1774810	TMA965298	3/9/2017	Registered
Marietta Corporation	Marietta	Canada	1605619	TMA881533	7/8/2014	Registered
Marietta Corporation	MARIETTA EXPERIENCE THE DIFFERENCE & Design 	Canada	1547955	TMA884042	8/14/2014	Registered
Marietta Corporation	PAYA	Canada	1477560	TMA843663	2/18/2013	Registered
Marietta Corporation	SERENE ELEMENTS	Canada	1774811	TMA965299	3/9/2017	Registered
Marietta Corporation	SPA 360	Canada	1602866	TMA987379	12/21/2017	Registered
Marietta Corporation	AROMAE  AROMAE	USA	75819773	2448437	5/1/2001	Registered
Marietta Corporation	ASTOR AND COOPER  ASTOR AND COOPER	USA	85778260	4518675	4/22/2014	Registered

Owner	Trademark	Country	Application No.	Registration No.	Registration Date	Status
Marietta Corporation	ASTOR AND COOPER NEW YORK (Stylized)  	USA	85779576	4518678	4/22/2014	Registered
Marietta Corporation	FOR YOU. FOR THE EARTH.  <b>FOR YOU. FOR THE EARTH.</b>	USA	75615092	2304271	12/28/1999	Registered
Marietta Corporation	FRESH 'N' MINTY	USA	74029251	1701293	7/21/1992	Registered
Marietta Corporation	LORD & MAYFAIR & (Stylized)  	USA	74025184	1659351	10/8/1991	Registered
Marietta Corporation	MARIETTA  Marietta	USA	85651984	4386531	8/20/2013	Registered
Marietta Corporation	PAYA  PAYA	USA	77846297	3971305	5/31/2011	Registered
Marietta Corporation	PROTERRA	USA	75230717	2168558	6/23/1998	Registered

Owner	Trademark	Country	Application No.	Registration No.	Registration Date	Status
Marietta Corporation	SERENE ELEMENTS  <i>Serene Elements</i>	USA	78436236	3172120	11/14/2006	Registered
Marietta Corporation	SPA 360  SPA 360	USA	85652919	5049967	9/27/2016	Registered
Marietta Corporation	Sun & Rectangle Design  	USA	75595572	2340436	4/11/2000	Registered
Marietta Corporation	SUN & SAND	USA	74516739	1898492	6/13/1995	Registered
Beauty Explored Laboratories, Inc.	CAPPA 5 and Design	Canada	1944235	Pending	Pending	Pending
Beauty Explored Laboratories, Inc.	CAPPA 5	Canada	1925468	Pending	Pending	Pending
Beauty Explored Laboratories, Inc.	CAPPA 5 and Design	USA	88282131	5828345	8/6/2019	Registered
Beauty Explored Laboratories, Inc.	CAPPA 5	USA	87901988	5814603	7/23/2019	Registered