

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM777261

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Thirty Madison, Inc.		09/28/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Comerica Bank		
Street Address:	39200 Six Mile Road		
City:	Livonia		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	National Banking Association: TEXAS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	97391747	STAY AHEAD OF HAIR LOSS.	
Serial Number:	97644354	THIRTY MADISON	
Serial Number:	97644352	TM	
Serial Number:	97391708	HAIR LOSS STOPS WITH US.	
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>			
Phone:	7033826485		
Email:	DHall@vlplawgroup.com		
Correspondent Name:	Davis Hall		
Address Line 1:	12703 Hitchcock Court		
Address Line 4:	Reston, VIRGINIA 20191		
NAME OF SUBMITTER:	Davis Hall		
SIGNATURE:	/DavisHall/		
DATE SIGNED:	12/29/2022		
Total Attachments: 7			
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OP \$115.00 97391747

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of September 28, 2020 by and between COMERICA BANK ("Bank") and Thirty Madison, Inc., a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.


Address of Grantor:

29 W. 30th Street, 4th Floor
New York, NY 10001

Attn: General Counsel

GRANTOR:

Thirty Madison, Inc.

By: 
Name: Steven Gutentag
Title: CEO

Address of Bank:

Comerica Bank
M/C 7578
39200 Six Mile Rd.
Livonia, MI 48152
Attn: National Documentation Services

BANK:

COMERICA BANK

By: _____
Name: _____
Title: _____

With a copy to:

Comerica Bank
333 West Santa Clara Street, 5th Floor
San Jose, CA 95113
Attn: Adam Malek

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

29 W. 30th Street, 4th Floor
New York, NY 10001

Attn: _____

GRANTOR:

Thirty Madison, Inc.

By: _____

Name: _____

Title: _____

Address of Bank:

Comerica Bank
M/C 7578
39200 Six Mile Rd.
Livonia, MI 48152
Attn: National Documentation Services

BANK:

COMERICA BANK

By: Adam Malek

Name: Adam Malek

Title: Vice President

With a copy to:

Comerica Bank
333 West Santa Clara Street, 5th Floor
San Jose, CA 95113
Attn: Adam Malek

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
PJ character.	VA0002179261	11-08-2019


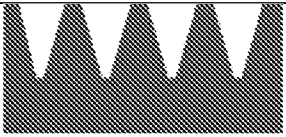
EXHIBIT B




Patents

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
NONE		

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
CHILL BERRIES	88257093	01/10/2019
EVENS	6066087 88257089	05/26/2020 01/10/2019
COVE BEAM	88809855	02/25/2020
	88777187	01/29/2020
COVE	88145213	10/05/2018
EVENS	5934380 88257091	12/10/2019 01/10/2019
EVENS	5934379 88257086	12/10/2019 01/10/2019
EVENS	5934378 88257078	12/10/2019 01/10/2019
COVE	5783778 88975254	06/18/2019 10/05/2018
KEEPS	5714175 88080530	04/02/2019 08/16/2018
	87756167	01/16/2018
KEEPS	87977178	06/20/2017

KEEPS	5717973	04/02/2019
THE COVE MIGRAINE CARE METHOD	90725361	05/20/2021
THE COVE METHOD	90725355	05/20/2021
COVE OASIS	90860904	08/02/2021
	87983808	01/16/2018
	6364777	05/25/2021
	87983572	01/16/2018
	6267083	02/09/2021
KEEPS	87983732	06/20/2017
	6389671	06/15/2021
RIVER	97039340	09/22/2021
FACET	97166447	12/10/2021
FACET	97166443	12/10/2021
	97232126	01/21/2022
THIRTY MADISON	97232124	01/21/2022
STAY AHEAD OF HAIR LOSS.	97391747	05/02/2022
THIRTY MADISON	97644354	10/24/2022
TM	97644352	10/24/2022
HAIR LOSS STOPS WITH US.	97391708	05/02/2022