

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI48597

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MAV USA, LLC		02/22/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	ACF FINCO I LP		
Street Address:	560 White Plains Road		
Internal Address:	Suite 400		
City:	Tarrytown		
State/Country:	NEW YORK		
Postal Code:	10591		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 26			
Property Type	Number	Word Mark	
Serial Number:	87565867	BELLA CURLS	
Serial Number:	87565751	BELLA CURLS	
Serial Number:	87308497	GO NUTS	
Serial Number:	98189585	NATURALLY BEAUTIFUL, INSIDE AND OUT	
Serial Number:	88240118	PLANT BASED NATURAL INGREDIENTS	
Serial Number:	77440177	RENPURE	
Serial Number:	88129080	RENPURE	
Serial Number:	87520493	RENPURE ADVANCED	
Serial Number:	88582500	RENPURE ADVANCED	
Serial Number:	87234430	RENPURE ADVANCED EXTRA STRENGTH ARGAN OIL	
Serial Number:	87234444	RENPURE ADVANCED EXTRA STRENGTH BAMBOO COCONUT WATER	
Serial Number:	87234454	RENPURE ADVANCED EXTRA STRENGTH BIOTIN & COLLAGEN	
Serial Number:	87234461	RENPURE ADVANCED EXTRA STRENGTH COCONUTCREAM	
Serial Number:	87234484	RENPURE ADVANCED EXTRA STRENGTH TEA TREE & LEMON SAGE	
Serial Number:	86592306	RENPURE COCONUT CRÈME	
Serial Number:	85408175	RENPURE ORIGINALS	

OP \$665.00.00 87565867

Property Type	Number	Word Mark
Serial Number:	87234498	RENPURE ORIGINALS COCONUT WATER MIST
Serial Number:	88213438	RENPURE PLANT BASED BEAUTY
Serial Number:	88585264	RENPURE PLANT BASED BEAUTY
Serial Number:	88213443	ZERO GLUTEN, DYES, PROPYLENE GLYCOL, SULFATES, PARABENS, PHTHALATES, FORMALDEHYDE.
Serial Number:	86492468	THE MANE CHOICE
Serial Number:	86801738	THE MANE CHOICE
Serial Number:	88416883	PROCEED WITH CAUTION
Serial Number:	88119884	BEAUTY, HEALTH, SCIENCE
Serial Number:	88024579	NATURAL GROWTH & RETENTION
Serial Number:	86018403	MANETABOLISM

CORRESPONDENCE DATA

Fax Number:

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: 202-370-4750

Email: ipteam@cogencyglobal.com

Correspondent Name: Khadijah Sampson

Address Line 1: 1025 Connecticut Ave NW, Suite 712

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: Washington, DISTRICT OF COLUMBIA 20036

ATTORNEY DOCKET NUMBER: 2274151 ks

NAME OF SUBMITTER: Andrew Hackett

SIGNATURE: Andrew Hackett

DATE SIGNED: 02/26/2024

Total Attachments: 9

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U.S. TRADEMARK SECURITY AGREEMENT

This U.S. TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 22nd day of February, 2024, by and among MAV USA, LLC, a Delaware limited liability company (the “Grantor”), and ACF FINCO I LP, a Delaware limited partnership, in its capacity as agent for each member of the Lender Group (in such capacity, together with its successors and assigns in such capacity, “Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of February 22, 2024 (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”) by and among, *inter alia*, Parent, Borrowers, the other Loan Parties party thereto, the lenders identified on the signature pages thereof (each of such Lenders, together with its successors and permitted assigns, a “Lender”), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for the benefit of the Lender Group, that certain U.S. Guaranty and Security Agreement, dated as of February 22, 2024 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the Lender Group, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including the right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor, or any of them, to Agent, the other members of the Lender Group or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group, pursuant to the Guaranty and Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument, and it shall not be necessary in making proof of this Trademark Security Agreement to produce or account for more than one such counterpart. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by

facsimile transmittal or other means of electronic communication shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement. The words “execution,” “execute,” “executed,” “signed,” “signature,” and words of like import in this Trademark Security Agreement, or in or related to any document to be signed in connection with this Trademark Security Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, including by DocuSign, facsimile transmission or by electronic delivery in portable document format (.pdf), the electronic matching of assignment terms and contract formations on electronic platforms approved by Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the United States Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act (or any other similar state laws based on the United States Uniform Electronic Transactions Act), Parts 2 and 3 of the *Personal Information Protection and Electronic Documents Act* (Canada), the *Electronic Commerce Act, 2000* (Ontario), *Electronic Transaction Act* (British Columbia), *Electronic Transaction Act* (Alberta), the *Personal Information Protection Act* (Alberta) or the *Personal Information Protection Act* (British Columbia).

7. RECORDATION. Grantor hereby authorizes and requests the United States Patent and Trademark Office and/or the Canadian Intellectual Property Office to record this Trademark Security Agreement.

8. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO, AND ANY CLAIMS, CONTROVERSIES OR DISPUTES ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 26 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this U.S. Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR: MAV USA, LLC

By: Laurel MacKay-Lee
Name: Laurel MacKay-Lee
Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

AGENT: ACF FINCO I LP

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this U.S. Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

MAV USA, LLC

By: _____

Name: _____

Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

ACF FINCO I LP

By:  _____

Name: Oleh Szczupak

Title: Authorized Signatory

SCHEDULE I
to
U.S. TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

CANADA

Current Owner	Trademark	File Date	Registration Date	Registration No.	Application No.
MAV USA, LLC	RENPURE	2009-06-15	2012-07-30	TMA828776	1442484
MAV USA, LLC	renpure Apple Cider Vinegar & Aloe Clarify & Shine & Design	2023-01-16	-	-	2233758
MAV USA, LLC	renpure Biotin & Collagen Thickening & Design	2023-01-16	-	-	2233760
MAV USA, LLC	renpure Biotin & Collagen Thickening Volume & Design	2023-01-16	-	-	2233765
MAV USA, LLC	renpure Cocoa Butter & Shea Moisturizing & Design	2023-01-16	-	-	2233767
MAV USA, LLC	renpure Coconut & Vitamin E Moisturize and Replenish & Design	2023-01-16	-	-	2233769
MAV USA, LLC	renpure Coconut Cream & Vitamin E Nourishing & Design	2023-01-16	-	-	2233770
MAV USA, LLC	renpure Coconut Milk & Vitamin E Hydrating & Design	2023-01-16	-	-	2233771
MAV USA, LLC	renpure Coconut Milk & Vitamin E Moisturizing & Design	2023-01-16	-	-	2233772
MAV USA, LLC	renpure Kiwi & Hyaluronic Acid Ultra Hydrating & Design	2023-01-16	-	-	2233774

Current Owner	Trademark	File Date	Registration Date	Registration No.	Application No.
MAV USA, LLC	renpure Lavender & Honey Calming & Design	2023-01-16	-	-	2233776
MAV USA, LLC	renpure Marula Oil & Aloe Ultra Smoothing & Design	2023-01-16	-	-	2233780
MAV USA, LLC	renpure Mint & Eucalyptus Invigorating & Design	2023-01-16	-	-	2233781
MAV USA, LLC	renpure Pomegranate & Mango Exfoliating & Design	2023-01-16	-	-	2233784
MAV USA, LLC	renpure Shea Butter & Vanilla Deeply Moisturizing & Design	2023-01-16	-	-	2233786
MAV USA, LLC	renpure Tea Tree & Aloe Refreshing & Design	2023-01-16	-	-	2233788
MAV USA, LLC	renpure Tea Tree & Mint Purifying & Design	2023-01-16	-	-	2233789
MAV USA, LLC	renpure Tea Tree & Rosemary Refresh and Rebalance & Design	2023-01-16	-	-	2233791
MAV USA, LLC	NATURALLY BEAUTIFUL, INSIDE AND OUT	2023-03-29	-	-	2248480
MAV USA, LLC	MANETABOLISM	2015-11-06	2016-10-27	TMA953552	1753640
MAV USA, LLC	THE MANE CHOICE & Design	2015-11-02	2018-03-06	TMA991945	1752969

U.S.

Current Owner/ Applicant	Trademark	Registration No.	Serial No.
MAV USA, LLC	BELLA CURLS	5412929	87565867
MAV USA, LLC	BELLA CURLS	5412928	87565751
MAV USA, LLC	GO NUTS	5514695	87308497
MAV USA, LLC	NATURALLY BEAUTIFUL, INSIDE AND OUT	-	98189585
MAV USA, LLC	PLANT BASED NATURAL INGREDIENTS	5820002	88240118
MAV USA, LLC	RENPURE	3726192	77440177
MAV USA, LLC	RENPURE	6048549	88129080
MAV USA, LLC	RENPURE ADVANCED	5400627	87520493
MAV USA, LLC	RENPURE ADVANCED	6390036	88582500
MAV USA, LLC	RENPURE ADVANCED EXTRA STRENGTH ARGAN OIL	5509243	87234430
MAV USA, LLC	RENPURE ADVANCED EXTRA STRENGTH BAMBOO COCONUT WATER	5509244	87234444
MAV USA, LLC	RENPURE ADVANCED EXTRA STRENGTH BIOTIN & COLLAGEN	5509245	87234454
MAV USA, LLC	RENPURE ADVANCED EXTRA STRENGTH COCONUTCREAM	5509246	87234461
MAV USA, LLC	RENPURE ADVANCED EXTRA STRENGTH TEA TREE & LEMON SAGE	5509247	87234484

Current Owner/ Applicant	Trademark	Registration No.	Serial No.
MAV USA, LLC	RENPURE COCONUT CRÈME	4921804	86592306
MAV USA, LLC	RENPURE ORIGINALS	4238892	85408175
MAV USA, LLC	RENPURE ORIGINALS COCONUT WATER MIST	5509248	87234498
MAV USA, LLC	RENPURE PLANT BASED BEAUTY	5912415	88213438
MAV USA, LLC	RENPURE PLANT BASED BEAUTY	6390039	88585264
MAV USA, LLC	ZERO GLUTEN, DYES, PROPYLENE GLYCOL, SULFATES, PARABENS, PHTHALATES, FORMALDEHYDE.	5864494	88213443
MAV USA, LLC	THE MANE CHOICE	4790425	86492468
MAV USA, LLC	THE MANE CHOICE	4977930	86801738
MAV USA, LLC	PROCEED WITH CAUTION	5908164	88416883
MAV USA, LLC	BEAUTY, HEALTH, SCIENCE	5759489	88119884
MAV USA, LLC	NATURAL GROWTH & RETENTION	5753640	88024579
MAV USA, LLC	MANETABOLISM	4604215	86018403