# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM311553

| SUBMISSION TYPE:      | NEW ASSIGNMENT |
|-----------------------|----------------|
| NATURE OF CONVEYANCE: | MORTGAGE       |

### **CONVEYING PARTY DATA**

| Name                                   | Formerly | Execution Date | Entity Type           |
|--|----------|----------------|-----------------------|
| Universal Beauty Products Incorporated |          | 07/03/2014     | CORPORATION: ILLINOIS |

### **RECEIVING PARTY DATA**

| Name:           | Barrington Bank & Trust Company, N.A.       |  |  |
|-----------------|---|--|--|
| Street Address: | 201 S. Hough Street                         |  |  |
| City:           | Barrington                                  |  |  |
| State/Country:  | ILLINOIS                                    |  |  |
| Postal Code:    | 60010                                       |  |  |
| Entity Type:    | National Banking Association: UNITED STATES |  |  |

### **PROPERTY NUMBERS Total: 20**

| Property Type        | Number   | Word Mark                                |  |  |
|----------------------|----------|--|--|--|
| Registration Number: | 3556275  | 30 SEC                                   |  |  |
| Registration Number: | 3354782  | AFRICAN ESSENCE                          |  |  |
| Registration Number: | 4430821  | BALD GUYZ                                |  |  |
| Registration Number: | 4333798  | BUMP DEFENSE                             |  |  |
| Serial Number:       | 86260342 | DIO DIÔ                                  |  |  |
| Registration Number: | 4415083  | DIRECT NUTRITIONAL ALIGNMENT DNA DNA DNA |  |  |
| Registration Number: | 4254824  | DNA DNA DNA                              |  |  |
| Registration Number: | 3347750  | QT QUALITY TOP HAIR COLOR                |  |  |
| Serial Number:       | 85491746 | UBP                                      |  |  |
| Registration Number: | 4384806  | UNIVERSAL BIOSCIENCES                    |  |  |
| Registration Number: | 2919796  | VIA NATURAL                              |  |  |
| Registration Number: | 4522996  | VIA NATURE                               |  |  |
| Registration Number: | 4102468  | JAMAICAN MANGO & LIME                    |  |  |
| Registration Number: | 2664840  | JAMAICAN MANGO & LIME                    |  |  |
| Registration Number: | 3225954  | GROGANICS                                |  |  |
| Registration Number: | 4262484  | LOVE MY BABY NATURALS                    |  |  |
| Registration Number: | 4251235  | NICE & CURLY                             |  |  |
| Registration Number: | 4209388  | TRANSITION NATURAL                       |  |  |
| Serial Number:       | 86252000 | III SISTERS OF NATURE THE "CLEANER" HAIR |  |  |
|                      |          | TRADEMARK                                |  |  |

900295952 **REEL: 005327 FRAME: 0933** 

| Property Type  | Number   | Word Mark                                |  |
|----------------|----------|--|--|
| Serial Number: | 85427455 | III SISTERS OF NATURE THE "CLEANER" HAIR |  |

### **CORRESPONDENCE DATA**

**Fax Number:** 3123468434

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:** 312-476-7558

Email:mefdocket@lplegal.comCorrespondent Name:MARC E. FINEMANAddress Line 1:2 N. LaSalle Street

Address Line 2: Suite 1300

Address Line 4: Chicago, ILLINOIS 60602

| ATTORNEY DOCKET NUMBER: | 39193-97816       |
|-------------------------|-------------------|
| NAME OF SUBMITTER:      | Marc E. Fineman   |
| SIGNATURE:              | /Marc E. Fineman/ |
| DATE SIGNED:            | 07/23/2014        |

### **Total Attachments: 16**

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# PREPARED BY AND WHEN RECORDED MAIL TO:

David B. Solomon, Esq. Levenfeld Pearlstein, LLC 2 North LaSalle Street Suite 1300 Chicago, Illinois 60602

### PATENT, TRADEMARK AND LICENSE MORTGAGE

THIS PATENT, TRADEMARK AND LICENSE MORTGAGE (the "Mortgage") made as of July 3, 2014, by UNIVERSAL BEAUTY PRODUCTS INCORPORATED, an Illinois corporation, with a mailing address of 500 Wall Street, Glendale Heights, IL 60139 ("Mortgagor"), in favor of BARRINGTON BANK & TRUST COMPANY, with offices at 201 S. Hough Street, Barrington, IL 60010 ("Mortgagee"):

### WITNESSETH:

WHEREAS, Mortgagor and Mortgagee are parties to a certain Consolidated Amended and Restated Loan and Security Agreement dated as of the date of this Mortgage (as the same may be amended, modified and/or restated from time to time shall hereinafter be referred to as the "Loan Agreement"), which Loan Agreement provides: (i) for Mortgagee to extend credit to or for the account of Mortgagor and (ii) for the grant by Mortgagor to Mortgagee of a security interest in all of Mortgagor's assets, including, without limitation, its patents, patent applications, trademarks, trademark applications, trade names, service marks, service mark applications, goodwill and licenses;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor agrees as follows:

1. <u>Incorporation of Loan Agreement</u>. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Unless otherwise defined herein, all capitalized terms used in this Mortgage without definition shall have the meanings ascribed to them in the Loan Agreement.

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- 2. <u>Mortgage of Patents, Trademarks and Licenses</u>. To secure the complete and timely satisfaction of all of the Liabilities and indebtedness and other obligations as evidenced and created pursuant to the Park Tower Investment Real Estate Loan Documents to Lender (referred to herein as the "Obligations"), Mortgagor hereby grants, mortgages, pledges and creates a security interest in, to Mortgagee, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale, to the extent permitted by law and upon the occurrence of an "Event of Default", all of Mortgagor's right, title and interest in and to all of its now existing and hereafter created or acquired:
  - (i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Exhibit A attached hereto and hereby made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, damages and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a)-(d) of this subsection 2(i), are sometimes hereinafter referred to individually as a "Patent" and, collectively, as the "Patents");
  - (ii) trademarks, trademark registrations, trademark applications, trade names, service marks, service mark registrations and service mark applications, including, without limitation, the trademarks, trade names, service marks and applications and registrations thereof listed on Exhibit B attached hereto and hereby made a part hereof, and (a) renewals or extensions, thereof, (b) all income, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names, service marks and applications and registrations thereof, together with the items described in clauses (a) - (d) of this subsection 2(ii), are sometimes hereinafter referred to individually as a "Trademark" and, collectively, as the "Trademarks");
  - (iii) license agreements with respect to any of the Patents or the Trademarks or any other patent, trademark, service mark or any application or registration thereof or any other trade name between Mortgagor and any other party, whether Mortgagor is a licenser or licensee under any such license agreement (all of the

foregoing license agreements and Mortgagor's rights thereunder are hereinafter referred to collectively as the "Licenses"); and

(iv) the goodwill of Mortgagor's business connected with, and symbolized by, the Trademarks.

Notwithstanding the foregoing, "Licenses" shall not include and Mortgagor shall not be deemed to have granted a security interest in any permit, lease, license, contract, instrument or other agreement held by Mortgagor or to which Mortgagor is a party that prohibits or requires the consent of any Person as a condition to the creation by Mortgagor of a security interest or lien thereon or that would be breached or give the other party the right to terminate it as a result thereof, or any permit, lease, license contract or other agreement held by Mortgagor or to which Mortgagor is a party to the extent that any law applicable thereto prohibits the creation of a security interest or lien thereon or that would be breached or give the other party the right to terminate it as a result thereof, but only, in each case, to the extent, and for so long as, such prohibition is not terminated or rendered unenforceable or otherwise deemed ineffective by the UCC (including Sections 9-406(a), 9-407(a), 9-408(a) and 9-409 of the UCC) or any other applicable law or principles of equity.

- 3. <u>Warranties and Representations</u>. As of the Closing Date, Mortgagor warrants and represents to Mortgagee that:
  - (i) The Patents, Trademarks and Licenses have not been adjudged invalid or unenforceable and have not been canceled, in whole or in part, and are presently subsisting;
  - (ii) Each of the Patents, Trademarks and Licenses is valid and enforceable;
  - (iii) Mortgagor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Licenses, free and clear of any liens (other than Permitted Liens);
  - (iv) Mortgagor has no notice of any material suits or actions commenced with reference to the Patents, Trademarks or Licenses; and
  - (v) Mortgagor has the unqualified right to execute and deliver this Mortgage and perform its terms.
- 4. Restrictions on Future Agreements. Mortgagor agrees that until the Obligations shall have been satisfied in full, Mortgagor shall not sell or assign its interest in, or grant any license under, the Patents, Trademarks or Licenses, or enter into any other agreement with respect to the Patents, Trademarks or Licenses (other than Permitted Liens) which is inconsistent with Mortgagor's obligations under this Mortgage, without the prior written consent of Mortgagee, and Mortgagor further agrees that it shall not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which could reasonably be expected to have a material adverse effect on the validity or enforcement of the rights transferred to Mortgagee under this Mortgage; provided,

however, that nothing in this Section 4 shall be deemed to limit Mortgagor's ability to grant or obtain rights under license agreements pertaining to the Patents, Trademarks or Licenses entered into by Mortgagor after the date hereof in the course of Mortgagor's business, which license agreements and Mortgagor's rights thereunder shall constitute Licenses and be subject to the terms of this Mortgage. Mortgagor and Mortgagee mutually acknowledge that Mortgagor may wish to license the use of some or all of the Patents in foreign countries. Mortgagee hereby consents to such licenses in foreign countries done in the ordinary course of business.

- 5. New Patents, Trademarks and Licenses. Mortgagor represents and warrants that, to the best of Mortgagor's knowledge, the Patents and Trademarks listed on Exhibits A and B, respectively, constitute all of the Patents and Trademarks now owned by Mortgagor. If, before Obligations shall have been satisfied in full, Mortgagor shall (i) become aware of any existing Patents, Trademarks or Licenses of which Mortgagor has not previously informed Mortgagee, (ii) obtain rights to any new patentable inventions, Patents, Trademarks or Licenses, or (iii) become entitled to the benefit of any Patents, Trademarks, or Licenses or any improvement on any Patent, to extent such Patents, Trademarks or Licenses are capable of having a security interest granted therein, the provisions of this Mortgage shall automatically apply thereto and Mortgagor shall give to Mortgagee prompt written notice thereof (in any event within 10 business days of notice thereof). Mortgagor hereby authorizes Mortgagee to modify this Mortgage by amending Exhibits A and B, as applicable, to include any such Patents and Trademarks with prior written notice thereof to Mortgagor.
- 6. Royalties; Terms. The term of the mortgages granted herein shall extend until the earlier of: (i) the expiration of each of the respective Patents, Trademarks and Licenses subject to this Mortgage; or (ii) the Obligations have been paid in full. Upon the occurrence of an Event of Default, Mortgagor agrees that the use by Mortgagee of all Patents, Trademarks and Licenses shall be worldwide and without any liability for royalties or other related charges from Mortgagee to the Mortgagor, provided, however, that Mortgagor makes no representations relating to the availability of such Patents, Trademarks and Licenses in jurisdictions other than where they are registered.
- 7. Mortgagee's Right to Inspect. Mortgagee shall have the right, in accordance with the terms of the Loan Agreement, to inspect Mortgagor's premises and to examine Mortgagor's books, records and operations, including, without limitation, Mortgagor's quality control processes. Mortgagor agrees (i) to substantially maintain the quality of any and all products in connection with which the Trademarks are used, consistent with the quality of said products with past practice, and (ii) to provide Mortgagee, upon written Mortgagee's request from time to time, with a certificate of an officer of Mortgagor certifying Mortgagor's compliance with the foregoing.
- 8. Release of Mortgage. This Mortgage is made for collateral purposes only. Upon payment in full of the Obligations, Mortgagee shall execute and deliver to Mortgagor all deeds, releases and other instruments, and shall take such other actions, as may be reasonably necessary or proper to release the security interest granted herein, subject to any disposition thereof which may have been made by Mortgagee pursuant hereto or pursuant to the Loan Agreement.
- 9. <u>Expenses</u>. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Mortgagor in accordance with the Loan Agreement.
- 10. <u>Duties of Mortgagor</u>. Mortgagor shall have the duty (i) to prosecute diligently any Patent, Trademark or service mark applications pending as of the Closing Date until the Obligations

shall have been paid in full, and (ii) to preserve and maintain all rights in the Patents, Trademarks and Licenses if such Patents, Trademarks and Licenses are issued in Mortgagor's business, either directly or indirectly, in each case, to the extent such failure to prosecute or preserve could reasonably be expected to have a material adverse effect. Any expenses incurred in connection with Mortgagor's obligations under this Section 10 shall be borne by Mortgagor. Mortgagor shall not abandon any right to file a patent, trademark or service mark application, or abandon any pending patent application, or any other Patent, Trademark or License without the consent of Mortgagee.

- 11. Mortgagee's Right to Sue. Mortgagee shall have the right following the occurrence and during the continuance of an Event of Default, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, Trademarks and Licenses, and, if Mortgagee shall commence any such suit, Mortgagor shall, at the request of Mortgagee, do any and all lawful acts and execute any and all proper documents required by Mortgagee in aid of such enforcement and Mortgagor shall promptly, upon demand, reimburse and indemnify Mortgagee for all reasonable costs and expenses incurred by Mortgagee in the exercise of its rights under this Section 11 in accordance with Section 9 above.
- 12. <u>Waivers</u>. No course of dealing between Mortgagor and Mortgagee, nor any failure to exercise, nor any delay in exercising, on the part of Mortgagee, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- 13. <u>Severability</u>. The provisions of this Mortgage are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Mortgage in any jurisdiction.
- 14. <u>Modification</u>. This Mortgage cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.
- Cumulative Remedies; Power of Attorney; Effect on Financing Agreement. All of Mortgagee's rights and remedies with respect to the Patents, Trademarks and Licenses, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Upon the occurrence and during the continuance of an Event of Default, Mortgagor hereby authorizes Mortgagee to make, constitute and appoint any officer or agent of Mortgagee as Mortgagee may select, in its sole discretion, as Mortgagor's true and lawful attorney-in-fact, with power to, on behalf of Mortgagor: (i) endorse Mortgagor's name on all applications, documents, papers and instruments necessary or desirable for Mortgagee in the use of the Patents, Trademarks and Licenses; (ii) take any other actions with respect to the Patents, Trademarks and Licenses as Mortgagee deems to be in the best interest of Mortgagee; (iii) grant or issue any exclusive or non-exclusive license under the Patents, Trademarks or Licenses to anyone; or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Trademarks or Licenses to anyone. Mortgagor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Obligations shall have been paid in full and have been terminated. Mortgagor acknowledges and agrees that this Mortgage is not intended to limit or restrict in any way the rights and remedies of Mortgagee under the Loan Agreement but rather is

intended to facilitate the exercise of such rights and remedies. Mortgagee shall have, in addition to all other rights and remedies given it by the terms of this Mortgage and the Loan Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks or Licenses may be located.

- 16. <u>Binding Effect; Benefits</u>. This Mortgage shall be binding upon the Mortgagor and its respective successors and assigns, and shall inure to the benefit of Mortgagee, its successors, nominees and assigns.
- 17. <u>Governing Law</u>. Except to the extent subject to federal law, this Mortgage shall be governed by and construed in accordance with the laws of the State of Illinois.
- 18. <u>Headings</u>. Section headings used herein are for convenience only and shall not modify the provisions which they precede.
- 19. <u>Further Assurances</u>. Mortgagor agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Mortgagee shall reasonably request from time to time in order to carry out the purpose of this Mortgage and agreements set forth herein.

[Signature Page Follows]

IN WITNESS WHEREOF, Mortgagor has duly executed this Mortgage in favor of Mortgagee as of the date first written above.

UNIVERSAL BEAUTY PRODUCTS INCORPORATED

Name

Its:

| STATE OF SITUAGE   | <b>S</b> }  |
|--|---|
| STATE OF SITUACE   | } SS.<br>}  |
| •  |   |
| On the 2nd Your C- Park to me know                         | day of in the year 2014 before me personally came own, who, being by me duly sworn, did depose and say that such person resides in place of residence is in a city, include the street and street number, if any, thereof); |
| that such person is the                                    | of UNIVERSAL BEAUTY PRODUCTS INCORPORATED, the  |
| corporation described in a<br>authority of the board of di | nd which executed the above instrument; and that he signed his name thereto by rectors of said corporation.   |
|  |   |
|  | NOTARY PUBLIC   |
| My Commission Expires:                                     |   |
| , ,  | <b>~~</b> {   |
| OFFICIAL SEAL BYUNG HUI WHA! NOTARY PUBLIC, STATE OF IL    | NG<br>LINOIS  |
| WA COWWISSIGN CA   |   |
| [S E A L]  |   |

### EXHIBIT A TO PATENT, TRADEMARK AND LICENSE MORTGAGE

### **Patents**

Patent number and date, name of inventor and title of invention as stated in Patent or Patent Application:

US Patent No. 7780795 Issued: August 24, 2010 Patent App. No. 12/633,583 Filed: December 8, 2009

For: ADHESIVE REMOVAL INDICATOR SYSTEM AND METHOD OF USE

Inventors: Glenn A. Shurney, Yong C. Park

US Patent No. 7815692 Issued: October 19, 2010 Patent App. No. 12/512,947

Filed: July 30, 2009

For: HAIR COLORING COMPOSITIONS Inventors: Barry W. Williams, Glenn A. Shurney

# EXHIBIT B TO PATENT, TRADEMARK AND LICENSE MORTGAGE

## Trademarks, Trade Names and Services Marks

| Country | Mark              | App. No. /<br>Reg. No. | Filing Date / Reg.<br>Date             | Class/Goods   | Status     |
|---------|-------------------|------------------------|--|---|------------|
| US      | 30 SEC and Design | 77/353754<br>3556275   | December 17, 2007<br>January 6, 2009   | Int'l Class 3  Adhesive removers, namely, hair bond removers and glue removers; adhesives for affixing false hair, namely, hair bond and hair glue; hair lotion; shampoo; weave hair spray and hair gel   | Registered |
| US      | AFRICAN ESSENCE   | 76/673230<br>3354782   | February 26, 2007<br>December 18, 2007 | Int'l Class 3  Hair care products, namely, liquid and gel shampoo, styling gel and spray, hair pomade   | Registered |
| US      | BALD GUYZ         | 85/553372<br>4430821   | February 27, 2012<br>November 12, 2013 | Int'l Class 3  Non-medicated scalp wipes impregnated with scalp cleanser and moisturizer, head shampoos, scalp moisturizer, hair spray, non-medicated scalp scrub, sunscreen  | Registered |
| US      | BUMP DEFENSE      | 85/595514<br>4333798   | April 11, 2012<br>May 14, 2013         | Int'l Class 3  After-shave creams; after-shave gel; after-shave lotions; non-medicated preparations all for the care of skin, hair and scalp; non-medicated skin creams; shaving cream; shaving gel; shaving lotion; shaving preparations; shaving soap | Registered |

| Country | Mark  | App. No. /<br>Reg. No. | Filing Date / Reg.<br>Date         | Class/Goods  | Status                                    |
|---------|---|------------------------|------------------------------------|--|---|
| US      | DIO DIÔ   | 86/260342              | April 23, 2014                     | Int'l Class 3  Body spray used as a personal deodorant and as fragrance; cleaning preparations for male hygiene, female hygiene, and incontinence care; deodorant for personal use; deodorants for personal use; deodorant sprays; foot deodorant sprays; foot deodorant spray; hair conditioners; non-medicated feminine hygiene wash; non-medicated foot lotions; non-medicated hair treatment preparations for cosmetic purposes; non-medicated skin care preparations; personal deodorants; shampoos; sunscreen creams | Pending                                   |
| US      | DIRECT NUTRITIONAL ALIGNMENT DNA DNA DNA and Design | 77/905231<br>4415083   | January 5, 2010<br>October 8, 2013 | Int'l Class 3  Hair conditioner; hair nourishers; hair oils; hair relaxers; hair shampoo; hair straightening preparations; non-medicated hair serums; non-medicated hair treatment preparations for cosmetic purposes; non-medicated preparations all for the care of skin, hair and scalp; oils for hair conditioning   | Registered                                |
| US      | DNA DNA DNA and Design                              | 85/392590<br>4254824   | August 8, 2011<br>December 4, 2012 | Int'l Class 3  Hair conditioner; hair nourishers; hair oils; hair relaxers; hair shampoo; hair straightening preparations; non-medicated hair serums; non-medicated hair treatment preparations for cosmetic purposes; non-medicated preparations all for the care of skin, hair and scalp; oils for hair conditioning   | Registered                                |
| US      | QT QUALITY TOP HAIR<br>COLOR                        | 77/137090<br>3347750   | March 21, 2007<br>December 4, 2007 | Int'l Class 3 Hair color   | Registered<br>(will not be<br>maintained) |

| Country | Mark   | App. No. /<br>Reg. No. | Filing Date / Reg.<br>Date           | Class/Goods   | Status     |
|---------|--|------------------------|--------------------------------------|---|------------|
| US      | UBP  | 85/491746              | December 9, 2011                     | Int'l Class 3  Adhesive removers; adhesives for affixing false hair; cleaning preparations for hand and body; cosmetic hair dressing preparations; cosmetic preparations for body care; cosmetic preparations for skin care; cosmetic preparations, namely, skin balsams; hair care kits comprising non-medicated hair care preparations, namely, curl activator, conditioner, colorant, dye, pomade, relaxer, shampoo, shine spray, spritz, styling gel, styling spray; hair care preparations; hair color; hair conditioner; hair dressings for men; hair dressings for women; hair lotion; hair nourishers; hair oils; hair relaxers; hair shampoo; hair sprays and hair gels; hair straightening preparations; non-medicated hair treatment preparations for cosmetic purposes; non-medicated preparations all for the care of skin, hair and scalp; oils for hair conditioning | Pending    |
| US      | UNIVERSAL BIOSCIENCES and Design UNIVERSAL BIOSCIENCES | 85/501158<br>4384806   | December 21, 2011<br>August 13, 2013 | Int'l Class 5  Food supplements; herbal supplements for the purpose of boosting energy, improving sexual performance; nutritional supplements for the purpose of boosting energy, improving sexual performance; nutritional supplements in the form of capsules, tablets, caplets, gels, lotion, creams; topical preparations, namely, lotions, and creams, for enhancing sexual arousal; vitamins  | Registered |

| Country |                              | App. No. /<br>Reg. No. | Filing Date / Reg.<br>Date           | Class/Goods   | Status     |
|---------|------------------------------|------------------------|--------------------------------------|---|------------|
| US      | VIA NATURAL                  | 78/173655<br>2919796   | October 11, 2002<br>January 18, 2005 | Int'l Class 3  Cosmetics and cleaning preparations, namely, body soap, body wash, hand and body lotion, hand and body cream; hair care preparations, namely, hair colorant, hair dye, shampoo, conditioner, spritz, shine spray, styling gel  | Registered |
| US      | VIA NATURE                   | 85/829626<br>4522996   | January 22, 2013<br>April 29, 2014   | Int'l Class 3  Cleaning preparations; cleaning preparations for body and hands; cleansing creams; cosmetic hand creams; cosmetic preparations for body care; cosmetic preparations for body care; cosmetic preparations for skin care; cosmetic soaps; cosmetics and cosmetic preparations; hair care preparations; hair care preparations; hair colorants; hair coloring preparations; hair conditioner; hair dye; hair shampoo; hair sheen spray; hair styling gel; hair styling preparations; hair styling spray; hand cleaning preparations; lotions for cosmetic purposes; skin and body topical lotions, creams and oils for cosmetic use; skin cleansing cream | Registered |
|         | SALON PRO EXCLUSIVES         | N/A                    | N/A                                  | ł   | In Use     |
|         | SALON PRO                    | N/A                    | N/A                                  |   | In Use     |
|         | SALON PRO 30 SEC             | N/A                    | N/A                                  |   | In Use     |
|         | IREMI                        | N/A                    | N/A                                  |   | In Use     |
|         | MARC'S                       | N/A                    | N/A                                  |   | In Use     |
|         | UNIVERSAL BEAUTY<br>PRODUCTS | N/A                    | N/A                                  |   | In Use     |
|         | IRIE DREAD                   | N/A                    | N/A                                  |   | In Use     |

| Country | Mark                              | App, No. /<br>Reg. No. | Filing Date / Reg.<br>Date             | Class/Goods  | Status                           |
|---------|-----------------------------------|------------------------|--|--|----------------------------------|
|         | UNIVERSAL BEAUTY<br>PRODUCTS INC. | N/A                    | N/A                                    |  | In Use                           |
|         | MY DNA                            | N/A                    | N/A                                    |  | In Use                           |
| us      | JAMAICAN MANGO & LIME             | 85/371827<br>4,102,468 | July 14, 2011<br>February 21, 2012     | Int'l Class 3  Hair care products, namely, shampoos, conditioners, hair oils, lotions and sprays for braided hair; and perfumes, colognes and cosmetic preparations for use in skin care  Int'l Class 3  | Registered                       |
| US      | JAMAICAN MANGO & LIME             | 76/346803<br>2,664,840 | December 10, 2001<br>December 17, 2002 | Hair care products, composed in part of mango and lime, namely, shampoos, conditioners, hair oils, lotions and sprays for braided hair; and perfumes, colognes and cosmetic preparations for use in skin care, all of which are composed in whole or in part of mango and lime | Registered<br>(Supplement<br>al) |
| US      | GROGANICS                         | 78/718441<br>3,225,954 | September 22, 2005<br>April 3, 2007    | Int'l Class 3  Hair care products, namely, shampoos, conditioner, hair oils, lotions and sprays for braided hair; perfumes, colognes and cosmetic preparations for skin care   | Registered                       |
| Int'l   | GROGANICS                         | A0027676<br>1,104,770  | December 20, 2011                      | Int'l Class 3  Hair care products, namely, shampoos, conditioner, hair oils, lotions and sprays for braided hair; perfumes, colognes and cosmetic preparations for skin care   | Registered                       |
| CN      | GROGANICS                         | Unknown                | Unknown                                |  | Registered                       |
| JP      | GROGANICS                         | 1,104,770              | October 19, 2012                       |  | Registered                       |
| KR      | GROGANICS                         | 40-2013-<br>0008185    | April 23, 2013                         |  | Registered                       |

| Country | Mark                      | App. No. /<br>Reg. No. | Filing Date / Reg.<br>Date             | Class/Goods   | Status     |
|---------|---------------------------|------------------------|--|---|------------|
| KR      | <i>groganics</i><br>그로가닉스 | 40-<br>094683200<br>00 | January 2, 2013                        |   | Registered |
| us      | LOVE MY BABY NATURALS     | 85/499297<br>4,262,484 | December 19, 2011<br>December 18, 2012 | Int'l Class 3  Hair care products, namely, shampoos, conditioners, hair oils, lotions and sprays for braided hair; hair creams; hair styling preparations; hair care preparations; hair nourishers, all made in whole or in substantial part of natural ingredients   | Registered |
| US      | NICE & CURLY              | 85/439047<br>4,251,235 | October 4, 2011<br>November 27, 2012   | Int'l Class 3  Hair care creams; hair care lotions; hair care preparations; hair cleaning preparations; hair conditioners; hair creams; hair curling preparations; hair dressings for men; hair dressings for women; hair gels; hair lotions; hair nourishers; hair oils; hair pomades; hair shampoos and conditioners; hair styling gel; hair styling preparations; all for use by people of color, and not including hair coloring preparations | Registered |
| us      | TRANSITION NATURAL        | 85/525876<br>4,209,388 | January 26, 2012<br>September 18, 2012 | Int'l Class 3  Hair care products, namely, shampoos, conditioners, hair oils, lotions and sprays for braided hair; hair creams; hair styling preparations; hair care preparations; hair nourishers  | Registered |

| Country | Mark   | App. No. /<br>Reg. No. | Filing Date / Reg.<br>Date | Class/Goods  | Status    |
|---------|--|------------------------|----------------------------|--|-----------|
| US      | III SISTERS OF NATURE THE "CLEANER" HAIR CARE PRODUCTS & Design  III SISTERS OF NATURE THE CLEAPER HAIR CARE PRODUCTS                | 86/252000              | April 15, 2014             | Int'l Class 3  Hair care products, namely, hair creams, conditioners, shampoos; hair styling preparations; hair care preparations; hair nourishers | Pending   |
| US      | III SISTERS OF NATURE THE  "CLEANER" HAIR CARE PRODUCTS 100% NATURAL  III SISTERS OF HATURE THE GRANGE POR CARPINESSES  100% NATURAL | 85/427455              | September 20, 2011         | Int'l Class 3 Hair nourishers; Hair styling preparations   | Abandoned |
|         | SALON FINISH   | N/A                    | N/A                        |  | In Use    |
|         | ROBERT'S DIAMOND BOND  | N/A                    | N/A                        |  | In Use    |

RECORDED: 07/23/2014