

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM365473

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Universal Beauty Products Incorporated		12/03/2015	CORPORATION:
Van Der Hagen Enterprises Inc.		12/03/2015	CORPORATION:

## RECEIVING PARTY DATA

<b>Name:</b>	FirstMerit Bank, N.A.
<b>Street Address:</b>	1000 Tower Lane
<b>Internal Address:</b>	Suite 135
<b>City:</b>	Bensenville
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60106
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Registration Number:	4720494	UBP
Registration Number:	4522996	VIA NATURE
Registration Number:	4333798	BUMP DEFENSE
Registration Number:	4430821	BALD GUYZ
Registration Number:	4209388	TRANSITION NATURAL
Registration Number:	4384806	UNIVERSAL BIOSCIENCES
Registration Number:	4262484	LOVE MY BABY NATURALS
Registration Number:	4251235	NICE & CURLY
Registration Number:	4254824	DNA DNA DNA DNA
Registration Number:	4102468	JAMAICAN MANGO & LIME
Registration Number:	2664840	JAMAICAN MANGO & LIME
Registration Number:	3225954	GROGANICS
Registration Number:	2919796	VIA NATURAL
Registration Number:	3881319	TEN GAUGE
Registration Number:	3750650	CHANGE YOUR OUTLOOK
Registration Number:	4415083	DIRECT NUTRITIONAL ALIGNMENT DNA DNA DNA

OP \$690.00 4720494

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3525482	VOTRE VU
Registration Number:	3556275	30 SEC
Registration Number:	3354782	AFRICAN ESSENCE
Registration Number:	4662409	VAN DER HAGEN
Serial Number:	86392074	DIO
Serial Number:	86780976	WITH SMOOTHMOISTURE
Serial Number:	86630388	BEARD GUYZ
Serial Number:	86766302	WHERE YOU SURRENDER YOUR SENSES
Serial Number:	86766254	FOOTSTEPS AND PEARLS
Serial Number:	86600262	RASTA LOCKS TWIST JAMAICAN MANGO & LIME
Serial Number:	86405416	BABY LOCKS

#### CORRESPONDENCE DATA

Fax Number: 6306659414

*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: 6306659404

Email: tmdocket@ericksonlawgroup.com

Correspondent Name: Eric R. Waltmire

Address Line 1: 1749 S. Naperville Rd.

Address Line 2: Suite 202

Address Line 4: Wheaton, ILLINOIS 60189

ATTORNEY DOCKET NUMBER:	7495G0010US
NAME OF SUBMITTER:	Eric R. Waltmire
SIGNATURE:	/Eric R. Waltmire/
DATE SIGNED:	12/11/2015

#### Total Attachments: 14

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## PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (the "Security Agreement") is made as of this 4th day of December, 2015, by **UNIVERSAL BEAUTY PRODUCTS INCORPORATED**, an Illinois corporation and **VAN DER HAGEN ENTERPRISES INC.**, a Texas corporation (collectively, "Owner"), for the benefit of **FIRSTMERIT BANK, N.A.**, a national banking association, as administrative agent for the Lenders (as defined hereinafter) (in such capacity, and together with its successors and assigns in such capacity, the "Administrative Agent").

### W I T N E S S E T H

WHEREAS, Pursuant to the terms and conditions of a Credit Agreement dated as of even date herewith (as amended, restated or replaced from time to time, the "Credit Agreement") by and among Grantors, the lenders from time to time party thereto (the "Lenders") and the Administrative Agent, Lenders have extended to Owners and other Borrowers (as defined in the Credit Agreement), certain Loans.

WHEREAS, a condition precedent to the extension of the Loans to the Owners and the other Borrowers is the execution and delivery of (a) the Credit Agreement; (b) this Patent and Trademark Security Agreement, and (c) the other Loan Documents (as defined in the Credit Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Grantor hereby agrees as follows:

1. Incorporation of Credit Agreement. The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All initial capitalized terms used but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, Owner hereby grants to Administrative Agent, for its own benefit and for the benefit of the Secured Creditors, a continuing security interest in Owner's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising patents, all registrations and applications for registration therefor and all licensees thereof, all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) in connection therewith, including, without limitation, the patents, trademarks and applications listed on Schedule A attached hereto and made a part hereof and the patents, trademarks, and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue

for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Patents and Trademarks"); all rights corresponding to any of the foregoing throughout the world and the goodwill of the Owner's business connected with the use of and symbolized by the Patents and Trademarks. The rights and security interests granted herein are complimentary to any security interests granted and rights provided for in any other security agreement made by Owner in favor of Administrative Agent and shall be construed to provide the greatest security, rights, benefits and remedies to Administrative Agent.

3. Representations and Warranties. Owner represents and warrants to Administrative Agent that:

(a) To Owner's knowledge, none of the Patents and Trademarks have been adjudged invalid or unenforceable by a court of competent jurisdiction nor have any such Patents and Trademarks been cancelled, in whole or in part and all such Patents and Trademarks are presently subsisting;

(b) Owner is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents and Trademarks, free and clear of any liens, charges and encumbrances, including without limitation, shop rights and covenants by Owner not to sue third persons;

(c) Owner has no notice of any suits or actions commenced or threatened with reference to any of the Patents and Trademarks; and

(d) Owner has the unqualified right to execute and deliver this Security Agreement and perform its terms.

4. Restrictions on Future Agreements. Owner agrees that until the Obligations shall have been satisfied in full and the Credit Agreement shall have been terminated, Owner shall not, without the prior written consent of Administrative Agent, sell or assign its interest in any of the Patents and Trademarks or enter into any other agreement with respect to any of the Patents and Trademarks which would affect the validity or enforcement of the rights transferred to Administrative Agent under this Security Agreement.

5. New Patents and Trademarks. Owner represents and warrants that, based on a diligent investigation by Owner, the Patents and Trademarks Registrations listed on Schedule A constitute all of the federally registered Patents and Trademarks, and federal applications for registration of Patents and Trademarks (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) now owned by Owner. If, before Borrowers' Obligations shall have been satisfied in full or before the Credit Agreement has been terminated, Owner shall (i) become aware of any existing Patents and Trademarks of which Owner has not previously informed Administrative Agent, or (ii) become entitled to the benefit of any Patents or Trademarks, which benefit is not in existence on the date hereof, the provisions of this Security Agreement above shall automatically apply thereto and Owner shall give to Administrative Agent prompt written notice thereof. Owner hereby authorizes Administrative Agent to modify this Security Agreement by amending Schedule A to include any such Patents or Trademarks.

6. Term. The term of this Security Agreement shall extend until the payment in full of the Obligations and the termination of the Credit Agreement. Owner agrees that upon the occurrence of and during the continuation of an Event of Default, the use by Administrative Agent of all Patents and Trademarks shall be without any liability for royalties or other related charges from Administrative Agent to Owner.

7. Product Quality. Owner agrees to maintain the quality of any and all products and services in connection with and to the extent which the Patents and Trademarks are used, consistent with commercially reasonable business practices. Upon the occurrence of and during the continuation of an Event of Default, Owner agrees that Administrative Agent, or a conservator appointed by Administrative Agent, shall have the right to establish such additional product and service quality controls as Administrative Agent, or said conservator, in its reasonable (from the perspective of a secured lender) judgment, may deem necessary to assure maintenance of the quality of products sold by Owner under the Patents and Trademarks.

8. Release of Security Agreement. This Security Agreement is made for collateral purposes only. Upon payment in full of the Obligations and termination of the Credit Agreement, Administrative Agent shall take such actions as may be necessary or proper to terminate the security interests created hereby.

9. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Owner. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses incurred by Administrative Agent in connection with the filing or recording of any documents (including all fees in connection therewith) in public offices, the payment or discharge of any taxes relating directly to the Patents and Trademarks, reasonable counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Patents and Trademarks or in defending or prosecuting any actions or proceedings arising out of or related to the Patents and Trademarks shall be borne by and paid by Owner and until paid shall constitute the Obligations.

10. Duties of Owner. Owner shall have the duty (i) to file and prosecute diligently any patent applications and trademark applications pending as of the date hereof or hereafter until Borrowers' Obligations shall have been paid in full and the Credit Agreement has been terminated, (ii) to preserve and maintain all rights in the Patents and Trademarks, as commercially reasonable and (iii) to ensure that the Patents and Trademarks are and remain enforceable. Any expenses incurred in connection with the Obligations under this Section 10 shall be borne by Owner.

11. Administrative Agent's Right to Sue. After an Event of Default has occurred and is continuing, Administrative Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents and Trademarks and, if Administrative Agent shall commence any such suit, Owner shall, at the request of Administrative Agent, do any and all lawful acts and execute any and all proper documents required by Administrative Agent in aid of such enforcement and Owner shall promptly, upon demand, reimburse and indemnify Administrative Agent for all costs and expenses reasonably incurred by Administrative Agent in the exercise of its rights under this Section 11.

12. Waivers. No course of dealing between Owner and Administrative Agent, nor any failure to exercise, nor any delay in exercising, on the part of Administrative Agent, any right, power or privilege hereunder or under the Credit 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. Severability. The provisions of this Security Agreement 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 Security Agreement in any jurisdiction.

14. Modification. This Security Agreement 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.

15. Cumulative Remedies; Power of Attorney; Effect on Credit Agreement. All of Administrative Agent's rights and remedies with respect to the Patents and Trademarks, whether established hereby or by the Credit Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Owner hereby authorizes Administrative Agent upon the occurrence of an Event of Default, to make, constitute and appoint any officer or agent of Administrative Agent as Administrative Agent may select, in its sole discretion, as Owner's true and lawful attorney-in-fact, with power to (i) endorse Owner's name on all applications, documents, papers and instruments necessary or desirable for Administrative Agent in the use of the Patents and Trademarks or (ii) take any other actions with respect to the Patents and Trademarks as Administrative Agent deems to be in the best interest of Administrative Agent, or (iii) grant or issue any exclusive or non-exclusive license under the Patents and Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents and Trademarks to anyone. Owner 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 Borrowers' Obligations shall have been paid in full and the Credit Agreement has been terminated. Owner acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Administrative Agent under the Credit Agreement and the other Loan Documents but rather is intended to facilitate the exercise of such rights and remedies. Administrative Agent shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement, the Credit Agreement and the other Loan Documents, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois.

16. Binding Effect; Benefits. This Security Agreement shall be binding upon Owner and its respective successors and assigns, and shall inure to the benefit of Administrative Agent and the Secured Creditors and their successors, nominees and assigns.

17. Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and applicable federal law.

18. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

19. Further Assurances. Owner agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Administrative Agent shall reasonably request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein.

20. Survival of Representations. All representations and warranties of Owner contained in this Security Agreement shall survive the execution and delivery of this Security Agreement and shall be remade on the date of each borrowing under the Credit Agreement.


21. Counterparts; Facsimile Signatures. This Security Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same agreement. Receipt of an executed signature page to this Security Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof. Electronic records of executed Loan Documents maintained by Administrative Agent shall be deemed to be originals thereof.

22. Joint and Several Liability. To the extent this Security Agreement is made by more than one Owner, the representations, warranties, covenants and obligations herein are joint and several.

[Signature Page Follows]

IN WITNESS WHEREOF, Owner has duly executed this Patent and Trademark Security Agreement as of the date first written above.

UNIVERSAL BEAUTY PRODUCTS  
INCORPORATED



Name: Yong C. Park  
Title: President

VAN DER HAGEN ENTERPRISES INC.



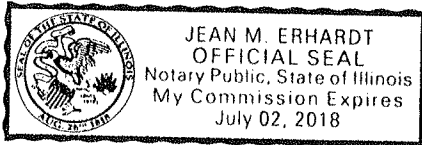
Name: Yong C. Park  
Title: President



STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF DUPAGE )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Yong C. Park, the President of UNIVERSAL BEAUTY PRODUCTS INCORPORATED, an Illinois corporation who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 3<sup>rd</sup> day of December, 2015.



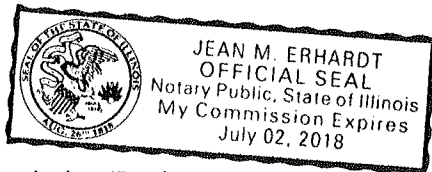
Jean M. Erhardt  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF DUPAGE )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Yong C. Park, the President of VAN DER HAGEN ENTERPRISES INC., a Texas corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 3<sup>rd</sup> day of December, 2015.




Jean M. Erhardt  
Notary Public

My Commission Expires: \_\_\_\_\_

Accepted as of the Date First Written Above

**ADMINISTRATIVE AGENT:**

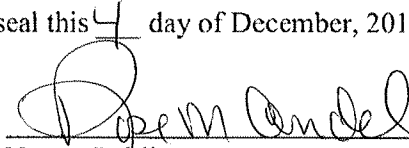
FIRSTMERIT BANK, N.A., a national banking association

By:   
Name: William J. Gibbons  
Title: Vice President

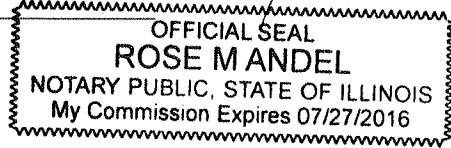
STATE OF ILLINOIS     )  
  ) SS.  
COUNTY OF DUPAGE     )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that William J. Gibbons, the Vice President of FIRSTMERIT BANK, N.A. a national banking association, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 4 day of December, 2015.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_





**SCHEDULE A**


**PATENTS AND TRADEMARK REGISTRATIONS**

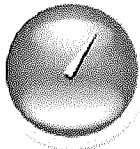

**Patents:**

<b>Appl. No.</b>	<b>Filing Date</b>	<b>Patent No.</b>	<b>Issue Date</b>	<b>Status</b>
12/512,947	07/30/2009	7,815,692	10/19/2010	Patented and not expired

**Trademarks:**

<b>Country/ Jurisdiction</b>	<b>Mark</b>	<b>Appl. No.</b>	<b>Filing Date</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Status</b>
US	UBP	85491746	12/9/2011	4720494	4/14/2015	Registered
US	VIA NATURE	85829626	1/22/2013	4522996	4/29/2014	Registered
US	BUMP DEFENSE	85595514	4/11/2012	4333798	5/14/2013	Registered
US	BALD GUYZ	85553372	2/27/2012	4430821	11/12/2013	Registered
US	TRANSITION NATURAL	85525876	1/26/2012	4209388	9/18/2012	Registered
CA	TRANSITION NATURAL			1588041	7/30/2012	Registered
Jamaica	TRANSITION NATURAL			60803	7/20/2012	Registered
US	UNIVERSAL BIOSCIENCES [and design]: 	85501158	12/21/2011	4384806	8/13/2013	Registered
US	LOVE MY BABY NATURALS	85499297	12/19/2011	4262484	12/18/2012	Registered
US	NICE & CURLY	85439047	10/4/2011	4251235	11/27/2012	Registered
US	DNA DNA DNA DNA [and design]: 	85392590	8/8/2011	4254824	12/4/2012	Registered

US	JAMAICAN MANGO & LIME	85371827	7/14/2011	4102468	2/21/2012	Registered
US	JAMAICAN MANGO & LIME	76346803	12/10/2001	2664840	12/17/2002	Registered (Supplemental)
CTM	JAMAICAN MANGO & LIME			005146543	7/4/2007	Registered
South Africa	JAMAICAN MANGO & LIME			02885	7/4/2007	Registered
US	GROGANICS	78718441	9/22/2005	3225954	4/3/2007	Registered
Int'l, Madrid Protocol	GROGANICS	A0027676		1104770	12/20/2011	Registered
CN	GROGANICS	Unknown	Unknown	Unknown	Unknown	Registered
JP	GROGANICS			1104770	10/19/2012	Registered
KR	GROGANICS			40-2013-0008185	4/23/2013	Registered
KR	<i>groganics</i> 그로가닉스			40-0946832000	1/2/2013	Registered
CTM	GROGANICS			005146493	11/29/2007	Registered
South Africa	GROGANICS			02886	2/11/2010	Registered
HK	GROGANICS			30227889	12/30/2011	Registered
US	VIA NATURAL	78173655	10/11/2002	2919796	1/18/2005	Registered
US	TEN GAUGE	77850989	10/16/2009	3881319	11/23/2010	Registered
US	CHANGE YOUR OUTLOOK	77683478	3/4/2009	3750650	2/16/2010	Registered
US	DIRECT NUTRITIONAL ALIGNMENT DNA DNA DNA [and design]: 	77905231	1/5/2010	4415083	10/8/2013	Registered
US	VOTRE VU	77343848	12/4/2007	3525482	10/28/2008	Registered

US	30 SEC [and design]: 	77353754	12/17/2007	3556275	1/6/2009	Registered
US	AFRICAN ESSENCE	76673230	2/26/2007	3354782	12/18/2007	Registered
Nigeria	SALON FINISH FOR SILKY HAIR			64369	8/5/1998	Registered
CA	SALON FINISH FOR SILKY HAIR			TMA52072 2	12/17/1999	Registered
US	VAN DER HAGEN [and design]:  VAN DER HAGEN 	86226090	03/19/2014	4,662,409	12/30/2014	Registered


**PATENT/TRADEMARK APPLICATIONS**

**Patents:**

Appln. No.	Filing Date	Patent No.	Issue Date	Status
None				

**Trademarks:**

Country	Mark	Appln. No.	Filing Date	Registration No.	Registration Date	Status
US	DIO	86392074	9/11/2014			Pending
US	WITH SMOOTHMOISTURE	86780976	10/07/2015			Pending
US	BEARD GUYZ	86630388	05/14/2015			Pending
US	WHERE YOU	86766302	9/23/2015			

	SURRENDER YOUR SENSES					
US	FOOTSTEPS AND PEARLS	86766254	09/23/2015			Pending
US	RASTA LOCKS TWIST JAMAICAN MANGO & LIME [and design]: 	86600262	4/16/2015			Pending
US	BABY LOCKS	86405416	9/24/2015			Pending

**UNREGISTERED TRADEMARKS**

Country Of Use	Mark	Status
US	UNIVERSAL BEAUTY PRODUCTS INC.	In Use
US	MY DNA	In Use
US	SALON FINISH	In Use
US	ROBERT'S DIAMOND BOND	In Use
US	SALON PRO EXCLUSIVES	In Use
US	SALON PRO	In Use
US	SALON PRO 30 SEC	In Use
US	IREMI	In Use
US	MARC'S	In Use
US	UNIVERSAL BEAUTY PRODUCTS	In Use
US	IRIE DREAD	In Use

US	VAN DER HAGEN 	In Use
US	 VAN DER HAGEN	In Use