

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM433111

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Graham Webb International, Inc.		10/01/2016	Corporation: DELAWARE
The Wella Corporation		10/01/2016	Corporation: DELAWARE
Noxell Corporation		10/01/2016	Corporation: MARYLAND

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	500 Stanton Christiana Rd.
City:	Newark
State/Country:	DELAWARE
Postal Code:	19713
Entity Type:	Bank: DELAWARE

PROPERTY NUMBERS Total: 298

Property Type	Number	Word Mark
Registration Number:	1556445	2000 CALORIE
Registration Number:	4029755	50 YEARS OF ROCKING YOUR COVERGIRL
Serial Number:	86495135	ADVANCED O2 TECHNOLOGY
Registration Number:	3083850	ADVANCED RADIANCE
Registration Number:	3683926	ALOE JOJOBA VITAMIN E
Registration Number:	4653998	ALPHA-RED
Registration Number:	2637441	AQUASMOOTH
Registration Number:	945353	ARCTIC BLONDE
Registration Number:	945350	AUTUMN MIST
Registration Number:	885600	BASIC WHITE
Registration Number:	1901110	BEAUTIFUL COLLECTION
Registration Number:	3551355	BECAUSE EVERY WOMAN IS A QUEEN
Registration Number:	1036538	BERRYWOOD
Registration Number:	4234710	BIOCHROMATICS
Registration Number:	4234721	BIOCHROMATICS ADVANCING COLOR AND BEAUTY
Registration Number:	810658	BLACK VELVET
Registration Number:	4122971	BLASTFLIPSTICK

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4970089	BLASTPRO
Registration Number:	4576822	BOMBSHELL INTENSITY LINER BY LASHBLAST
Registration Number:	4701072	BOMBSHELL POW-DER BROW + LINER BY LASHBL
Registration Number:	4576821	BOMBSHELL SHINESHADOW BY LASHBLAST
Registration Number:	4795541	BOMBSHELL VOLUME
Registration Number:	803548	BORN BLONDE
Registration Number:	4969677	BORN RED
Registration Number:	3127837	BRASS BUSTERS
Registration Number:	2319504	BROW & EYEMAKERS
Registration Number:	1404561	BW2
Registration Number:	4502990	CC COLORSEAL
Registration Number:	1778603	CG
Registration Number:	4339817	CG
Registration Number:	3655347	CG
Registration Number:	4154332	CG
Registration Number:	4154333	CG
Registration Number:	3590825	CG
Registration Number:	3201578	CG INVISIBLE CONCEALER
Registration Number:	2409377	CG SMOOTHERS
Registration Number:	3911493	CHAMPAGNE INDULGENCE COLLECTION
Registration Number:	1378750	CHEEKERS
Registration Number:	4933038	CHROMALOCK
Registration Number:	1039498	CLAIROL
Registration Number:	1095639	CLAIROL
Registration Number:	1357545	CLAIROL
Registration Number:	1466663	CLAIROL
Registration Number:	3911807	
Registration Number:	1062017	CLAIROL PROFESSIONAL
Registration Number:	1258175	CLAIROL PROFESSIONAL
Registration Number:	1258176	CLAIROL PROFESSIONAL
Registration Number:	4515734	CLAIROL PROFESSIONAL CLASSIC COLLECTION
Registration Number:	2389885	CLAIROL PROFESSIONAL RADIANCE
Serial Number:	86879043	CLAIROL STERLING 3D
Serial Number:	86467762	CLAIROL. YOUR COLOR EXPERT
Registration Number:	433594	CLAIROXIDE
Registration Number:	1778584	CLEAN
Registration Number:	4269567	CLUMP CRUSHER
Registration Number:	4269568	CLUMP CRUSHER

Property Type	Number	Word Mark
Serial Number:	86268571	COLOR ADAPT
Serial Number:	86806449	COLOR AS REAL AS YOU ARE
Registration Number:	3753450	COLOR-BLEND TECHNOLOGY
Registration Number:	4014185	COLORBLEND FOAM
Registration Number:	4598591	COLORLICIOUS
Registration Number:	1525158	COLORSEAL
Registration Number:	1899529	COMPLEMENTS
Registration Number:	1873525	CONTINUOUS COLOR
Registration Number:	2021460	CONTINUOUS WEAR
Registration Number:	1498995	COVER GIRL
Registration Number:	1808733	COVER GIRL
Registration Number:	2644668	COVER GIRL
Serial Number:	86792874	COVER GIRL BEAUTYU
Registration Number:	2108371	
Registration Number:	4717583	COVER GIRL LIP LAVA
Registration Number:	3716448	COVERGIRL
Serial Number:	86315665	COVERGIRL GIRLS CAN
Registration Number:	4778708	COVERGIRL INTENSIFY ME!
Serial Number:	86305640	COVERGIRL READY, SET GORGEOUS
Registration Number:	4909714	COVERGIRL TRUNAKED
Registration Number:	4813450	CREME PUFF
Serial Number:	86641167	CURL EXOTIC
Serial Number:	86855367	CUSTOM REDS
Registration Number:	3758645	DEEP CONDITIONING FOR HEALTHY SHINE SOY
Registration Number:	2907276	DOUBLE ESPRESSO
Registration Number:	3016082	EASY BREEZY BEAUTIFUL
Serial Number:	86887953	EASY BREEZY BROW
Registration Number:	606816	ERACE
Serial Number:	86271568	ESSENSYNC
Registration Number:	3861472	EXACT EYELIGHTS
Registration Number:	4571095	FABLAB BY COVERGIRL
Registration Number:	4914130	FACEFINITY
Serial Number:	86483400	FALSE LASH DRAMA
Serial Number:	86440085	FANICURE
Serial Number:	87080256	FAREWELL FEATHERING
Registration Number:	4397598	FLAMED OUT
Registration Number:	4516084	FLAMED UP
Registration Number:	4507926	FLAMED UP MEGA CURL

Property Type	Number	Word Mark
Registration Number:	4654070	FLARE
Serial Number:	86943877	FLARE ME
Registration Number:	740432	FLAXEN BLONDE
Registration Number:	4132230	FLAXEN IN A FLASH
Registration Number:	1779446	FRESH COMPLEXION
Registration Number:	1160557	FROST & TIP
Registration Number:	4713908	FULL LASH BLOOM BY LASHBLAST
Registration Number:	4914144	GLOSSFINITY
Registration Number:	4397599	GLOSSTINIS
Registration Number:	810659	GOLDEN APRICOT
Registration Number:	3049813	GRAY BUSTERS
Registration Number:	3283561	GRAY SOLUTION
Registration Number:	4818308	HAIRPAINTING
Registration Number:	791546	HAPPY HONEY
Registration Number:	3835961	HONEY BE QUICK
Registration Number:	4401674	INK IT!
Registration Number:	4032625	INTENSE SHADOWBLAST
Registration Number:	3378274	INVISIBLE
Registration Number:	1594819	KALEIDOCOLORS
Registration Number:	3441497	LASH BLAST
Serial Number:	85242311	LASH FANATIC
Registration Number:	3729743	LASHBLAST LENGTH
Registration Number:	3732177	LASHBLAST LUXE
Registration Number:	3732540	LASHBLAST VOLUME
Registration Number:	3102152	LASHEXACT
Registration Number:	4914171	LASHFINITY
Registration Number:	2016546	LASTING PERFORMANCE
Registration Number:	3835962	LATTE WHIRL
Registration Number:	4243151	LINEBLAST
Registration Number:	3422704	LINEEXACT
Registration Number:	4851954	LIPFINITY
Registration Number:	3285628	LIPSLICKS
Registration Number:	4401781	LIPSLICKS SMOOCHIES
Registration Number:	3923747	LIQUICOLOR PERMANENTE
Registration Number:	3858046	LIQUILINE BLAST
Registration Number:	707290	LOVING CARE
Registration Number:	1046630	LUMINIZE
Registration Number:	1572758	LUMINIZE

Property Type	Number	Word Mark
Registration Number:	4655339	MAKEUP MASTERS
Serial Number:	86457645	MASTERPIECE GLAMOUR EXTENSIONS
Registration Number:	1373314	MAX FACTOR
Serial Number:	86086680	MAX FACTOR COLOR FACTOR
Registration Number:	4837256	MAX FACTOR MASTERPIECE MAX
Serial Number:	86086666	MAX FACTOR XPERT
Serial Number:	87050703	MELTING POUT
Registration Number:	367614	METALEX
Registration Number:	555310	MISS CLAIROL
Registration Number:	1356159	MISS CLAIROL
Registration Number:	812765	MOONGOLD
Registration Number:	837702	MOONHAZE
Registration Number:	944835	MOONLIT BROWN
Serial Number:	85894339	NAILGATING
Registration Number:	1982870	NATURAL INSTINCTS
Registration Number:	4518505	NATURAL INSTINCTS
Registration Number:	4809840	NATURAL INSTINCTS CREMA KERATINA
Registration Number:	4049897	NATURAL INSTINCTS VIBRANT
Registration Number:	2326391	NATURAL LASH
Registration Number:	3926504	NATURELUXE
Registration Number:	805737	NICE 'N EASY
Registration Number:	3819552	
Registration Number:	5013648	OH SUGAR!
Registration Number:	3326067	ONCE A WEEK COLOR TREAT
Registration Number:	350402	PAN-CAKE
Registration Number:	501210	PAN-STIK
Registration Number:	3522549	PERFECT 10
Registration Number:	2939923	PERFECT BLEND
Registration Number:	4009893	PERFECT LIGHTS
Registration Number:	2309455	PERFECT POINT PLUS
Registration Number:	5013664	PLUMPIFY
Registration Number:	2780755	POCKET POWDER
Registration Number:	4321856	PRO4PLEX
Registration Number:	4321871	PRO4PLEX
Registration Number:	2403470	PROFESSIONAL
Registration Number:	1526356	PURE WHITE
Registration Number:	810660	RED GINGER
Registration Number:	1036537	RED OAK

Property Type	Number	Word Mark
Registration Number:	2510528	REMARKABLE
Registration Number:	4800813	RESULTS TODAY. BEAUTIFUL ALWAYS.
Registration Number:	945345	SABLE BROWN
Registration Number:	1231598	SECOND NATURE
Registration Number:	1201718	SHIMMER LIGHTS
Registration Number:	3124945	SHINE HAPPY
Registration Number:	3753141	SHINEBLAST
Registration Number:	3941267	SHINESCULPT
Registration Number:	791544	SILENT SNOW
Registration Number:	1914455	SILK PERFECTION
Registration Number:	3623640	SIMPLY AGELESS
Registration Number:	2086353	SIMPLY POWDER
Registration Number:	3755937	SMOKY SHADOW BLAST
Serial Number:	86887938	SO LASHY!
Registration Number:	3929113	SOY 4PLEX
Registration Number:	3929114	SOY 4PLEX
Registration Number:	944838	SPRING HONEY
Registration Number:	4259165	STAY BRILLIANT
Registration Number:	4293355	STAY FABULOUS
Registration Number:	4778732	STAY LUMINOUS
Serial Number:	86483405	STAY LUSCIOUS
Serial Number:	86713966	STYLECALM
Registration Number:	1394593	SUMMER BLONDE
Registration Number:	944209	SUNLIT BROWN
Registration Number:	1325320	SUNSET BROWN
Registration Number:	2308117	SUPER THICK LASH
Registration Number:	3378323	SUPER THICK LASH
Registration Number:	2250232	TEXTURES & TONES
Registration Number:	3158268	TEXTURES & TONES
Registration Number:	3577341	THE COLOR THAT CHANGES EVERYTHING
Registration Number:	4832925	THE SUPER SIZER
Serial Number:	86683896	THE SUPER SIZER FIBERS
Registration Number:	608511	TOPAZ
Registration Number:	1421657	TORRIDS
Serial Number:	87039775	TOTAL TEASE
Registration Number:	3781884	TRIPLE SHINE HYDRIENCE CONDITIONING COMP
Registration Number:	2833270	TRUBLEND
Registration Number:	3445793	TRUBLEND

Property Type	Number	Word Mark
Registration Number:	3305458	TRUBLEND
Registration Number:	4519108	TRUBLEND FIXSTICK
Serial Number:	86161556	TRUBODY
Serial Number:	86705656	TRUCONTOUR
Registration Number:	4552668	TRUMAGIC
Registration Number:	4544479	TRUMAGIC THE SUNKISSER
Registration Number:	2150436	ULTIMATE FINISH
Registration Number:	853890	ULTRA BLUE
Registration Number:	3485821	VIVID IMPACT
Registration Number:	4486081	VOLUME IGNITER
Registration Number:	4039130	WEEK 2 COLORFRESH!
Registration Number:	2787680	WETSLICKS
Registration Number:	3332711	WETSLICKS FRUIT SPRITZERS
Registration Number:	1255718	WHIPPED CREME
Registration Number:	4874889	WILD MEGA VOLUME
Registration Number:	4969136	WILD SHADOW POTS
Registration Number:	791545	WINSOME WHEAT
Registration Number:	945913	WINTER WHEAT
Registration Number:	3819487	YOUR RIGHT COLOR
Registration Number:	2196588	STICK STRAIGHT
Registration Number:	3772587	DAILY REPAIR
Registration Number:	1115495	CELLOPHANES
Registration Number:	2173915	COLLECTIVES
Registration Number:	765229	COLOR CHARM
Registration Number:	1639489	COLOR CHARM
Registration Number:	4147221	COLOR IGNITE
Registration Number:	1339898	COLOR PERFECT
Registration Number:	1637342	COLOR PERFECT
Registration Number:	2059426	COLOR PERFECT SPECIAL BLONDES
Registration Number:	3558343	CRAFT CLAY
Registration Number:	4581286	DRY CLEAN ONLY
Registration Number:	4973715	ERUPTTEK
Registration Number:	1643296	FROSTY WELLITE
Registration Number:	1466848	HI CONTRAST GEL
Registration Number:	2057452	LIQUID HAIR
Registration Number:	3541294	LIQUID STEEL
Registration Number:	3709247	MICROWEB FIBER
Registration Number:	1559495	MIDWAY COUTURE

Property Type	Number	Word Mark
Registration Number:	1642549	MIDWAY COUTURE
Registration Number:	3544680	MOLDING MUD
Registration Number:	1537106	MOLDING MUD
Registration Number:	2172236	MOON SHINE
Serial Number:	86632679	NUTREE
Registration Number:	1470358	PENETRAITT
Registration Number:	1467889	PERFECT CONTROL
Registration Number:	2301169	POTION 9
Registration Number:	3965199	PROFESSIONAL SEBASTIAN
Registration Number:	3547889	PROFESSIONAL SEBASTIAN
Registration Number:	3502708	RE-SHAPER
Registration Number:	4973714	RESINTEK
Registration Number:	1495590	S
Registration Number:	1209082	SEBASTIAN
Registration Number:	1231575	SEBASTIAN
Registration Number:	3577292	SEBASTIAN
Registration Number:	2099654	SEBASTIAN S COLLECTIVE SALON MEMBER
Serial Number:	86866682	SEBASTIAN SUBLIMATE
Registration Number:	1861584	SHAPER
Registration Number:	1373319	SHAPER
Registration Number:	3522008	SHAPER FIERCE
Registration Number:	4258497	SHINE CRAFTER
Registration Number:	3581221	SHINE DEFINE
Registration Number:	4560682	SHINE SHAKER
Registration Number:	4851985	STYLBRID 9
Registration Number:	3517700	STYLIXIR
Registration Number:	1069697	SYSTEM PROFESSIONAL
Registration Number:	3517699	TAMING ELIXIR
Registration Number:	4522425	TEXTURE MAKER
Registration Number:	3699504	TEXTURE TANDEM
Registration Number:	2860086	THE COLOR YOU CHOOSE IS THE COLOR YOU US
Registration Number:	2945247	THICKEYFY
Registration Number:	4265240	TRILLIANCE
Registration Number:	3554819	TRILLIANT
Registration Number:	575177	WELLA
Registration Number:	979071	WELLA
Registration Number:	1642546	WELLA
Registration Number:	575178	WELLA

Property Type	Number	Word Mark
Registration Number:	1447056	
Registration Number:	1643295	
Registration Number:	1834278	
Registration Number:	4804665	WELLA PROFESSIONALS ELEMENTS
Registration Number:	4646502	WELLA PROFESSIONALS LUXEOIL
Registration Number:	4646499	WELLA PROFESSIONALS LUXEOIL KERATIN BOOS
Registration Number:	4646498	WELLA PROFESSIONALS LUXEOIL KERATIN PROT
Registration Number:	4646500	WELLA PROFESSIONALS LUXEOIL KERATIN REST
Registration Number:	4646501	WELLA PROFESSIONALS LUXEOIL LIGHT OIL
Registration Number:	4380811	WHAT'S NEXT.
Registration Number:	3558344	WHIPPED CREME
Registration Number:	641865	WELLITE
Registration Number:	1061496	FASHION FROST
Registration Number:	1416281	WET
Registration Number:	1418044	THICK-ENDS

CORRESPONDENCE DATA

Fax Number: 8004947512
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: Joanna McCall
Address Line 1: 1025 Vermont Ave NW, Suite 1130
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F171084
NAME OF SUBMITTER:	Alan Delaney
SIGNATURE:	/Alan Delany/
DATE SIGNED:	06/29/2017

Total Attachments: 33
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**IP Security Agreement**”), dated October 1, 2016, is among the Persons listed on the signature pages hereof (collectively, the “**Grantors**”) and JPMorgan Chase Bank, N.A., as collateral agent (in such capacity, the “**Collateral Agent**”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Coty Inc., a Delaware corporation (the “Parent Borrower”), has entered into the Credit Agreement, dated as of October 27, 2015, with the Lenders party thereto from time to time, the Collateral Agent and JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, the “**Administrative Agent**”), and the other parties thereto from time to time (as amended by the Incremental Assumption Agreement and Amendment No. 1 to Credit Agreement, dated as of April 8, 2016, among the Parent Borrower, certain subsidiaries of the Parent Borrower party thereto, the Lenders party thereto and the Administrative Agent, and as further amended, amended and restated, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”). Terms defined in the Credit Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as the case may be (and in the event a term is defined differently in the Credit Agreement and the Security Agreement, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, in order to induce the making of Loans by the Lenders from time to time and the issuance of Letters of Credit by the Issuing Banks from time to time, the entry into Swap Agreements by certain Secured Parties from time to time and the entry into arrangements the obligations under which constitute Deposit Obligations by certain Secured Parties from time to time, each Grantor has executed and delivered that certain Joinder Agreement, dated as of the date hereof (the “**Joinder Agreement**”), to become party as a grantor under that certain Pledge and Security Agreement, dated October 27, 2015, among the Parent Borrower and certain subsidiaries of Parent Borrower party thereto from time to time, as grantors, and the Collateral Agent (as supplemented by the Joinder Agreement and as further amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of the Grantors, and have agreed thereunder to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and any other appropriate domestic governmental authorities, as applicable.

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

SECTION 1. Grant of Security. To secure the prompt and complete payment and performance of all Secured Obligations, each Grantor hereby pledges, assigns and grants to the Collateral Agent, on behalf of and for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in and to all Intellectual Property to the extent governed by, arising under, pursuant to, or by virtue of, the laws of the United States of America or any state thereof, including the following (the "**Collateral**"):

(i) (a) any and all patents and patent applications (whether issued or applied-for in the United States); (b) all inventions and improvements described and claimed therein; (c) all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof; (d) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof; and (e) all rights to sue for past, present, and future infringements thereof ("**Patents**");

(ii) (a) all trademarks (including service marks), trade names, trade dress, and trade styles, whether registered or unregistered in the United States, and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing; (b) all renewals of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; and (d) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing ("**Trademarks**"); and

(iii) (a) all copyrights, rights and interests in such copyrights, works protectable by copyright, copyright registrations, and applications to register copyright; (b) all renewals of any of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due and/or payable under any of the foregoing, including, without limitation, damages or payments for past or future infringements for any of the foregoing; and (d) the right to sue for past, present, and future infringements of any of the foregoing ("**Copyrights**");

(iv) all registrations and applications for registration for any of the foregoing in the United States Patent and Trademark Office or the United States Copyright Office, as applicable, including, without limitation, the registrations and applications for registration of United States intellectual property set forth in Schedule I hereto (as may be supplemented from time to time), together with all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations thereof;

provided that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (iv), the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any Excluded Assets, including, but not limited to, any intent-to-use trademark applications prior to the filing, and acceptance by the United States Patent and

Trademark Office, of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, if any, to the extent that, and solely during the period in which, the grant of a security interest therein prior to such filing and acceptance would impair the validity or enforceability of such intent-to-use trademark applications or the resulting trademark registrations under applicable federal law.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or other electronic imaging (including in .pdf or format) means shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Governing Law; Jurisdiction; Etc. (a) This IP Security Agreement shall be construed in accordance with and governed by the law of the State of New York without regard to conflicts of law principles.

(b) Each Grantor and each other party to this IP Security Agreement hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of any federal or state court located in the borough of Manhattan in the City of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to any Loan Document (excluding the enforcement of the Security Documents to the extent such security documents expressly provide otherwise), or for recognition or enforcement of any judgment, and each of such parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such federal court. Each of such parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

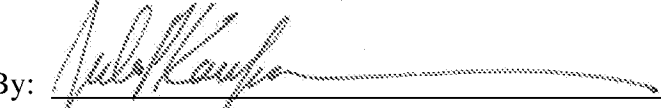
(c) Each Grantor and each other party to this IP Security Agreement hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this IP Security Agreement or any other Loan Document in any court referred to in clause (b) of this Section 6. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) Each Grantor and each other party to this IP Security Agreement hereto irrevocably consents to service of process in the manner provided for notices in Section 10.01 of the Credit Agreement. Nothing in this IP Security Agreement or any other Loan Document will affect the right of any party to this IP Security Agreement to serve process in any other manner permitted by law.

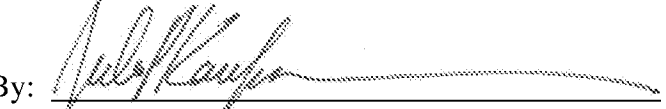
(e) EACH GRANTOR AND EACH OTHER PARTY TO THIS IP SECURITY AGREEMENT HEREBY EXPRESSLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT OR, ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THE LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 6(e).

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

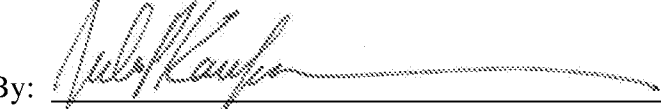
GRAHAM WEBB INTERNATIONAL, INC.

By: 
Name: Jules P. Kaufman
Title: Secretary

THE WELLA CORPORATION

By: 
Name: Jules P. Kaufman
Title: Secretary

NOXELL CORPORATION

By: 
Name: Jules P. Kaufman
Title: Secretary

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By: 
Name: Tony Yung
Title: Executive Director

By: _____
Name:
Title:

Trademarks

<u>Owner</u>	<u>Trademark</u>	<u>Application Date</u>	<u>Application No</u>	<u>Registration Date</u>	<u>Registration No</u>
Noxell Corporation	2000 CALORIE	1/17/1989	73774922	9/19/1989	1556445
Noxell Corporation	50 YEARS OF ROCKING YOUR COVERGIRL	7/15/2010	85085530	9/20/2011	4029755
Noxell Corporation	Advanced O2 Technology (Stylized & Bubble Device 14 bw)	1/5/2015	86495135		
Noxell Corporation	ADVANCED RADIANCE	12/21/2004	78536323	4/18/2006	3,083,850
Noxell Corporation	ALOE JOJOBA VITAMIN E (Clairol Droplet Device 08 color)	3/17/2008	77423924	9/15/2009	3683926
Noxell Corporation	ALPHA-RED	9/18/2013	86068051	12/9/2014	4653998
Noxell Corporation	AQUASMOOTH	6/4/2001	78067183	10/15/2002	2637441
Noxell Corporation	ARCTIC BLONDE	7/11/1969	72/332317	10/17/1972	945353
Noxell Corporation	AUTUMN MIST	8/9/1968	72/304763	10/17/1972	945350
Noxell Corporation	BASIC WHITE	3/26/1969	72/322833	2/3/1970	885600

Noxell Corporation	BEAUTIFUL COLLECTION	4/12/1993	74/378414	6/20/1995	1901110
Noxell Corporation	BECAUSE EVERY WOMAN IS A QUEEN (COVER GIRL 07)	10/23/2007	77311046	12/23/2008	3551355
Noxell Corporation	BERRYWOOD	6/12/1975	73054921	3/30/1976	1036538
Noxell Corporation	BIOCHROMATICS (& Device colour 11)	3/25/2011	85276532	10/30/2012	4234710
Noxell Corporation	BIOCHROMATICS...ADVANCING COLOR AND BEAUTY THROUGH OPTICS, CHEMISTRY AND PSYCHOLOGY (CoverGirl 11)	4/1/2011	85283531	10/30/2012	4234721
Noxell Corporation	BLACK VELVET	5/25/1965	72219676	6/28/1966	810658
Noxell Corporation	BLASTFLIPSTICK	3/16/2011	85268485	4/3/2012	4122971
Noxell Corporation	BLASTPRO	3/11/2015	86560653	5/31/2016	4970089
Noxell Corporation	BOMBSHELL INTENSITY LINER BY LASHBLAST	3/15/2013	85877116	7/29/2014	4576822
Noxell Corporation	BOMBSHELL POW-DER BROW & LINER BY LASHBLAST	12/19/2013	86148547	3/10/2015	4701072
Noxell Corporation	BOMBSHELL SHINESHADOW BY LASHBLAST	3/15/2013	85877108	7/29/2014	4576821

Noxell Corporation	BOMBSHELL VOLUME	7/20/2012	85682540	8/18/2015	4795541
Noxell Corporation	BORN BLONDE	3/10/1964	72188336	2/8/1966	803548
Noxell Corporation	BORN RED	12/3/2014	86469722	5/31/2016	4969677
Noxell Corporation	BRASS BUSTERS	9/9/2004	78480981	8/8/2006	3127837
Noxell Corporation	BROW & EYE MAKERS	3/25/1999	75/668483	2/15/2000	2,319,504
Noxell Corporation	BW2	12/4/1985	73571637	8/12/1986	1404561
Noxell Corporation	CC COLORSEAL	1/25/2013	85832382	3/25/2014	4502990
Noxell Corporation	CG	9/21/1992	74/316017	6/29/1993	1,778,603
Noxell Corporation	CG (Stylized 07)	3/28/2012	85581770	5/21/2013	4339817
Noxell Corporation	CG (Stylized 07)	9/12/2007	77277646	7/14/2009	3655347
Noxell Corporation	CG (Stylized 07)	8/7/2008	77541431	6/5/2012	4154332

Noxell Corporation	CG (Stylized 07)	8/7/2008	77541473	6/5/2012	4154333
Noxell Corporation	CG (Stylized 07)	8/7/2008	77541497	3/17/2009	3590825
Noxell Corporation	CG INVISIBLE CONCEALER	3/13/2006	78835744	1/23/2007	3201578
Noxell Corporation	CG SMOOTHERS	1/28/1999	75/628472	11/28/2000	2,409,377
Noxell Corporation	CHAMPAGNE INDULGENCE COLLECTION	6/10/2008	77495353	1/25/2011	3911493
Noxell Corporation	CHEEKERS	6/10/1985	73542227	1/21/1986	1378750
Noxell Corporation	ChromaLOCK	5/5/2014	86271573	4/5/2016	4933038
Noxell Corporation	CLAIROL	10/30/1975	73067529	5/18/1976	1039498
Noxell Corporation	CLAIROL	10/17/1977	73/145014	7/11/1978	1095639
Noxell Corporation	CLAIROL	3/5/1985	73/525366	9/3/1985	1357545
Noxell Corporation	CLAIROL	2/10/1987	73/644051	11/24/1987	1466663

Noxell Corporation	CLAIROL NICE 'N EASY (Ribbon Strands Device 09 bw)	6/29/2009	77769918	1/25/2011	3911807
Noxell Corporation	CLAIROL PROFESSIONAL	8/30/1976	73098184	3/29/1977	1062017
Noxell Corporation	CLAIROL PROFESSIONAL	9/29/1982	73/393439	11/22/1983	1258175
Noxell Corporation	CLAIROL PROFESSIONAL	9/29/1982	73/393440	11/22/1983	1258176
Noxell Corporation	CLAIROL PROFESSIONAL CLASSIC COLLECTION	12/12/2012	85800401	4/15/2014	4515734
Noxell Corporation	CLAIROL PROFESSIONAL RADIANCE	10/27/1999	75/834800	9/26/2000	2389885
Noxell Corporation	CLAIROL STERLING 3D	1/19/2016	86879043		
Noxell Corporation	CLAIROL YOUR COLOR EXPERT	12/1/2014	86467762		
Noxell Corporation	CLAIROXIDE	9/10/1946	71508789	10/21/1947	433594
Noxell Corporation	CLEAN MAKE-UP	12/5/1988	73/767291	6/29/1993	1,778,584
Noxell Corporation	CLUMP CRUSHER	12/8/2011	85490271	1/1/2013	4269567

Noxell Corporation	CLUMP CRUSHER	12/8/2011	85490285	1/1/2013	4269568
Noxell Corporation	COLOR ADAPT	5/1/2014	86268571		
Noxell Corporation	COLOR AS REAL AS YOU ARE	11/2/2015	86806449		
Noxell Corporation	COLOR BLEND TECHNOLOGY	3/27/2009	77701155	2/23/2010	3753450
Noxell Corporation	COLORBLEND FOAM	3/16/2011	85268181	8/16/2011	4014185
Noxell Corporation	COLORLICIOUS	7/2/2013	86000319	9/2/2014	4598591
Noxell Corporation	COLORSEAL	8/5/1988	73/744359	2/21/1989	1525158
Noxell Corporation	COMPLEMENTS	8/10/1993	74422846	6/13/1995	1899529
Noxell Corporation	CONTINUOUS COLOR	1/6/1994	74/477,034	1/17/1995	1,873,525
Noxell Corporation	CONTINUOUS WEAR	7/13/1995	74705215	12/3/1996	2021460
Noxell Corporation	COVER GIRL	11/25/1987	73697616	8/2/1988	1,498,995

Noxell Corporation	COVER GIRL	9/21/1992	74/316022	12/7/1993	1,808,733
Noxell Corporation	COVER GIRL	9/13/2001	78083695	10/29/2002	2644668
Noxell Corporation	COVER GIRL BEAUTYU	10/20/2015	86792874		
Noxell Corporation	COVER GIRL Bottle	4/2/1996	75082784	10/28/1997	2108371
Noxell Corporation	COVER GIRL LIP LAVA	12/19/2013	86148550	4/7/2015	4717583
Noxell Corporation	COVERGIRL	8/6/2008	77540586	11/24/2009	3716448
Noxell Corporation	COVERGIRL GIRLS CAN	6/20/2014	86315665		
Noxell Corporation	COVERGIRL INTENSIFY ME!	6/18/2014	86312794	7/21/2015	4778708
Noxell Corporation	COVERGIRL READY, SET GORGEOUS	6/10/2014	86305640	2/24/2015	
Noxell Corporation	COVERGIRL TRUNAKED	10/30/2014	86439856	3/1/2016	4909714
Noxell Corporation	CREME PUFF	9/17/2013	86066885	9/15/2015	4813450

Noxell Corporation	CURL EXOTIC	5/26/2015	86641167		
Noxell Corporation	CUSTOM REDS	12/21/2015	86855367		
Noxell Corporation	DEEP CONDITIONING FOR HEALTHY SHINE SOY COMPLEX (& Device 08 bw)	9/25/2008	77578542	3/9/2010	3758645
Noxell Corporation	DOUBLE ESPRESSO	3/14/2003	78/225745	11/30/2004	2907276
Noxell Corporation	EASY BREEZY BEAUTIFUL	12/12/2002	78193794	11/15/2005	3016082
Noxell Corporation	EASY BREEZY BROW	1/27/2016	86887953		
Noxell Corporation	ERACE	4/26/1954	71665190	5/31/1955	606816
Noxell Corporation	EssenSYNC	5/5/2014	86271568		
Noxell Corporation	EXACT EYELIGHTS	10/30/2008	77603753	10/12/2010	3861472
Noxell Corporation	FABLAB BY COVERGIRL	8/26/2013	86048103	7/22/2014	4571095
Noxell Corporation	FACEFINITY	6/28/2013	85972480	3/8/2016	4914130

Noxell Corporation	FALSE LASH DRAMA	12/17/2014	86483400		
Noxell Corporation	FANICURE	10/30/2014	86440085		
Noxell Corporation	FAREWELL FEATHERING	6/22/2016	87080256		
Noxell Corporation	FLAMED OUT	8/10/2012	85700706	9/3/2013	4397598
Noxell Corporation	FLAMED UP	3/4/2013	85865381	4/15/2014	4516084
Noxell Corporation	FLAMED UP MEGA CURL	5/7/2013	85925299	4/1/2014	4507926
Noxell Corporation	FLARE	10/8/2013	86085703	12/9/2014	4654070
Noxell Corporation	FLARE ME	3/17/2016	86943877		
Noxell Corporation	FLAXEN BLONDE	9/14/1961	72/127841	11/6/1962	740432
Noxell Corporation	FLAXEN IN A FLASH	4/29/2009	77725009	4/24/2012	4132230
Noxell Corporation	FRESH COMPLEXION	5/21/1992	74/277953	6/29/1993	1,779,446

Noxell Corporation	FROST & TIP	9/5/1979	73/230262	7/14/1981	1160557
Noxell Corporation	FULL LASH BLOOM BY LASHBLAST	3/18/2014	86224569	3/31/2015	4713908
Noxell Corporation	GLOSSFINITY	7/9/2013	86005517	3/8/2016	4914144
Noxell Corporation	GLOSSTINIS	8/10/2012	85700752	9/3/2013	4397599
Noxell Corporation	GOLDEN APRICOT	5/25/1965	72219679	6/28/1966	810659
Noxell Corporation	GRAY BUSTERS	11/11/2004	78515227	1/24/2006	3049813
Noxell Corporation	GRAY SOLUTION	2/15/2005	78567724	8/21/2007	3283561
Noxell Corporation	HAIRPAINTING	3/11/2013	85872483	9/22/2015	4818308
Noxell Corporation	HAPPY HONEY	8/28/1964	72/200825	6/22/1965	791546
Noxell Corporation	HONEY BE QUICK	4/29/2009	77725017	8/17/2010	3835961
Noxell Corporation	INK IT!	10/12/2012	85752693	9/10/2013	4401674

Noxell Corporation	INTENSE SHADOWBLAST	8/24/2010	85114257	9/27/2011	4032225
Noxell Corporation	INVISIBLE	6/12/2007	77202615	2/5/2008	3378274
Noxell Corporation	KALEIDOCOLORS	9/29/1989	73/828449	5/8/1990	1594819
Noxell Corporation	LASH BLAST	12/15/2006	77065421	6/3/2008	3441497
Noxell Corporation	LASH FANATIC	2/15/2011	85242311	8/28/2012	
Noxell Corporation	LASHBLAST LENGTH	11/19/2008	77617761	12/22/2009	3729743
Noxell Corporation	LASHBLAST LUXE	4/22/2008	77454268	12/29/2009	3732177
Noxell Corporation	LASHBLAST VOLUME	11/19/2008	77617771	12/29/2009	3732540
Noxell Corporation	LASHEXACT	12/21/2004	78536315	6/6/2006	3,102,152
Noxell Corporation	LASHFINITY	9/17/2013	86067041	3/8/2016	4914171
Noxell Corporation	LASTING PERFORMANCE	7/13/1995	74705225	11/12/1996	2016546

Noxell Corporation	LATTE WHIRL	4/29/2009	77725054	8/17/2010	3835962
Noxell Corporation	LINEBLAST	8/26/2011	85408191	11/13/2012	4243151
Noxell Corporation	LINEEXACT	9/18/2007	77282327	5/6/2008	3422704
Noxell Corporation	LIPFINITY	3/11/2014	86217649	11/10/2015	4851954
Noxell Corporation	LIPSLICKS	8/26/2005	78701481	8/28/2007	3285628
Noxell Corporation	LIPSLICKS SMOOCHIES	12/4/2012	85794258	9/10/2013	4401781
Noxell Corporation	LIQUICOLOR PERMANENTE	5/19/2009	77740398	2/22/2011	3923747
Noxell Corporation	LIQUILINE BLAST	8/21/2009	77809775	10/5/2010	3858046
Noxell Corporation	LOVING CARE	3/11/1960	72/092595	11/15/1960	707290
Noxell Corporation	LUMINIZE	2/5/1976	73076260	8/24/1976	1046630
Noxell Corporation	LUMINIZE	3/24/1989	73/788923	12/26/1989	1572758

Noxell Corporation	MAKEUP MASTERS	12/12/2013	86142123	12/16/2014	4655339
Noxell Corporation	MASTERPIECE GLAMOUR EXTENSIONS	11/18/2014	86457645		
Noxell Corporation	MAX FACTOR	4/24/1985	73534234	12/3/1985	1,373,314
Noxell Corporation	MAX FACTOR COLOR FACTOR	10/9/2013	86086680		
Noxell Corporation	MAX FACTOR MASTERPIECE MAX	8/9/2013	86033764	10/20/2015	4837256
Noxell Corporation	MAX FACTOR XPERT	10/9/2013	86086666		
Noxell Corporation	MELTING POUT	5/26/2016	87050703		
Noxell Corporation	METALEX (Stylized)	12/29/1938	71/414287	5/23/1939	367614
Noxell Corporation	MISS CLAIRROL	4/15/1950	71/595760	2/26/1952	555310
Noxell Corporation	MISS CLAIRROL	3/1/1985	73/524788	8/27/1985	1356159
Noxell Corporation	MOONGOLD	5/25/1965	72219678	8/9/1966	812765

Noxell Corporation	MOONHAZE	12/23/1966	72261361	10/24/1967	837702
Noxell Corporation	MOONLIT BROWN	10/30/1967	72/283627	10/10/1972	944835
Noxell Corporation	NAILGATING	4/3/2013	85894339		
Noxell Corporation	NATURAL INSTINCTS	1/18/1994	74480250	6/25/1996	1982870
Noxell Corporation	NATURAL INSTINCTS (& Leaf Device 12 bw)	7/30/2012	85690352	4/22/2014	4518505
Noxell Corporation	NATURAL INSTINCTS CREMA KERATINA (& Leaf device 14 bw)	6/25/2014	86319990	9/8/2015	4809840
Noxell Corporation	NATURAL INSTINCTS VIBRANT (& Device 10 bw)	1/21/2010	77916962	11/1/2011	4049897
Noxell Corporation	NATURAL LASH	3/25/1999	75/667616	3/7/2000	2,326,391
Noxell Corporation	NATURELUXE	8/19/2009	77807791	3/1/2011	3926504
Noxell Corporation	NICE'N EASY	4/21/1965	72217009	3/15/1966	805737
Noxell Corporation	NICE'N EASY (Twisting Ribbon Device 09 bw)	5/15/2009	77738200	7/13/2010	3819552

Noxell Corporation	OH SUGARI	12/8/2014	86473932	8/2/2016	5013648
Noxell Corporation	ONCE A WEEK COLOR TREAT	4/8/2005	78604769	10/30/2007	3326067
Noxell Corporation	PAN-CAKE	3/27/1937	71390590	9/28/1937	350402
Noxell Corporation	PAN-STIK	8/23/1947	71532244	7/27/1948	501210
Noxell Corporation	PERFECT 10	12/12/2005	78771557	10/21/2008	3522549
Noxell Corporation	PERFECT BLEND	1/27/2004	78357874	4/12/2005	2,939,923
Noxell Corporation	PERFECT LIGHTS	6/11/2009	77757870	8/9/2011	4009893
Noxell Corporation	PERFECT POINT PLUS	3/25/1999	75/667615	1/18/2000	2,309,455
Noxell Corporation	PLUMPIFY	12/18/2014	86484691	8/2/2016	5013664
Noxell Corporation	POCKET POWDER	5/1/2002	78/125445	11/4/2003	2,780,755
Noxell Corporation	PRO4PLEX	1/13/2012	85515703	4/16/2013	4321856

Noxell Corporation	PRO4PLEX (& Curl Device 12 bw)	1/17/2012	85517680	4/16/2013	4321871
Noxell Corporation	PROFESSIONAL	3/25/1999	75/667619	11/14/2000	2,403,470
Noxell Corporation	PURE WHITE	12/10/1986	73/634680	2/28/1989	1526356
Noxell Corporation	RED GINGER	5/25/1965	72219683	6/28/1966	810660
Noxell Corporation	RED OAK	6/12/1975	73054920	3/30/1976	1036537
Noxell Corporation	REMARKABLE	5/10/2000	78007567	11/20/2001	2510528
Noxell Corporation	RESULTS TODAY. BEAUTIFUL ALWAYS.	6/12/2014	86307937	8/25/2015	4800813
Noxell Corporation	SABLE BROWN	11/6/1967	72/284163	10/17/1972	945345
Noxell Corporation	SECOND NATURE	6/4/1981	73/313133	3/22/1983	1231598
Noxell Corporation	SHIMMER LIGHTS	9/29/1980	73/279774	7/20/1982	1201718
Noxell Corporation	SHINE HAPPY	4/28/2005	78619296	8/1/2006	3124945

Noxell Corporation	SHINEBLAST	11/19/2008	77617243	2/23/2010	3753141
Noxell Corporation	SHINESCULPT	5/7/2009	77731111	4/5/2011	3941267
Noxell Corporation	SILENT SNOW	8/28/1964	72/200821	6/22/1965	791544
Noxell Corporation	SILK PERFECTION	8/30/1994	74/567668	8/29/1995	1,914,455
Noxell Corporation	SIMPLY AGELESS	7/10/2007	77225855	5/19/2009	3623640
Noxell Corporation	SIMPLY POWDER	8/7/1995	74711673	8/5/1997	2086353
Noxell Corporation	SMOKY SHADOW BLAST	1/29/2009	77659286	3/2/2010	3755937
Noxell Corporation	SO LASHY!	1/27/2016	86887938		
Noxell Corporation	SOY 4PLEX	3/23/2009	77696593	3/8/2011	3929113
Noxell Corporation	SOY 4PLEX (& Device 09 bw)	3/23/2009	77696761	3/8/2011	3929114
Noxell Corporation	SPRING HONEY	8/12/1968	72/304895	10/10/1972	944838

Noxell Corporation	STAY BRILLIANT	2/3/2012	85533471	12/11/2012	4259165
Noxell Corporation	STAY FABULOUS	2/14/2012	85542348	2/19/2013	4293355
Noxell Corporation	STAY LUMINOUS	6/24/2014	86318666	7/21/2015	4778732
Noxell Corporation	STAY LUSCIOUS	12/18/2014	86483405		
Noxell Corporation	StyleCALM	8/4/2015	86713966		
Noxell Corporation	SUMMER BLONDE	10/7/1985	73562057	5/27/1986	1394593
Noxell Corporation	SUNLIT BROWN	10/30/1967	72/283626	10/3/1972	944209
Noxell Corporation	SUNSET BROWN	9/21/1983	73/444627	3/19/1985	1325320
Noxell Corporation	SUPER THICK LASH	3/25/1999	75/667618	1/11/2000	2308117
Noxell Corporation	SUPER THICK LASH	6/15/2007	77207140	2/5/2008	3378323
Noxell Corporation	TEXTURES & TONES	4/30/1997	75/284205	6/1/1999	2250232

Noxell Corporation	TEXTURES & TONES (& Device 04 bw)	11/18/2005	78757382	10/17/2006	3158268
Noxell Corporation	THE COLOR THAT CHANGES EVERYTHING	9/27/2007	77290378	2/17/2009	3577341
Noxell Corporation	THE SUPER SIZER	6/18/2014	86312803	10/13/2015	4832925
Noxell Corporation	THE SUPER SIZER FIBERS	7/6/2015	86683896		
Noxell Corporation	TOPAZ	8/8/1952	71/597596	7/5/1955	608511
Noxell Corporation	TORRIDS	5/15/1986	73599003	12/23/1986	1421657
Noxell Corporation	TOTAL TEASE	5/17/2016	87039775		
Noxell Corporation	TRIPLE SHINE HYDRIENCE CONDITIONING COMPLEX	6/18/2008	77501675	4/27/2010	3781884
Noxell Corporation	TRUBLEND	10/1/2002	78/169727	4/13/2004	2,833,270
Noxell Corporation	TRUBLEND	11/7/2006	77038756	6/10/2008	3445793
Noxell Corporation	TRUBLEND	11/7/2006	77038542	10/9/2007	3305458

Noxell Corporation	TRUBLEND FIXSTICK	4/10/2013	85900168	4/22/2014	4519108
Noxell Corporation	TRUBODY	1/9/2014	86161556		
Noxell Corporation	TRUCONTOUR	7/27/2015	86705656		
Noxell Corporation	TRUMAGIC	2/14/2013	85850117	6/17/2014	4552668
Noxell Corporation	TRUMAGIC THE SUNKISSER	1/30/2013	85836131	6/3/2014	4544479
Noxell Corporation	ULTIMATE FINISH	12/6/1996	75/209485	4/14/1998	2150436
Noxell Corporation	ULTRA BLUE	4/10/1967	72/268703	7/30/1968	853890
Noxell Corporation	VIVID IMPACT	4/17/2007	77158473	8/12/2008	3485821
Noxell Corporation	VOLUME IGNITER	10/12/2012	85752683	2/18/2014	4486081
Noxell Corporation	WEEK 2 COLORFRESH!	1/21/2010	77916953	10/11/2011	4039130
Noxell Corporation	WETSLICKS	11/11/2002	78/183588	11/25/2003	2,787,680

Noxell Corporation	WETSLICKS FRUIT SPRITZERS	6/20/2006	78911896	11/6/2007	3332711
Noxell Corporation	WHIPPED CREME	7/6/1981	73317531	11/1/1983	1255718
Noxell Corporation	WILD MEGA VOLUME	9/18/2013	86068257	12/22/2015	4874889
Noxell Corporation	WILD SHADOW POTS	9/17/2013	86066819	5/31/2016	4969136
Noxell Corporation	WINSOME WHEAT	8/28/1964	72/200823	6/22/1965	791545
Noxell Corporation	WINTER WHEAT	8/12/1968	72/304893	10/24/1972	945913
Noxell Corporation	YOUR RIGHT COLOR	4/23/2009	77720715	7/13/2010	3819487
Graham Webb International, Inc.	STICK STRAIGHT	3/12/1997	75256127	10/13/1998	2196588
Graham Webb International, Inc.	DAILY REPAIR	8/4/2008	77538640	4/6/2010	3772587
The Wella Corporation	CELLOPHANES	7/5/1978	73177265	3/27/1979	1115495
The Wella Corporation	COLLECTIVES (Stylized 97)	2/7/1997	75238258	7/14/1998	2173915

The Wella Corporation	COLOR CHARM	1/11/1962	72135646	2/18/1964	0765229
The Wella Corporation	COLOR CHARM	5/18/1990	74060540	4/2/1991	1639489
The Wella Corporation	COLOR IGNITE	7/16/2010	85086816	5/22/2012	4147221
The Wella Corporation	COLOR PERFECT	8/1/1983	73437341	6/11/1985	1339898
The Wella Corporation	COLOR PERFECT	5/18/1990	74060464	3/12/1991	1637342
The Wella Corporation	COLOR PERFECT SPECIAL BLONDES	7/2/1996	75129173	5/6/1997	2059426
The Wella Corporation	CRAFT CLAY	7/2/2007	77220803	1/6/2009	3558343
The Wella Corporation	DRY CLEAN ONLY	5/6/2013	85923900	8/5/2014	4581286
The Wella Corporation	ERUPTK	6/3/2014	86298491	7/29/2014	4973715
The Wella Corporation	FROSTY WELLITE	6/15/1990	74069236	5/7/1991	1643296
The Wella Corporation	HI CONTRAST GEL	3/20/1986	73589005	12/1/1987	1466848
The Wella Corporation	LIQUID HAIR	6/20/1996	75122476	4/29/1997	2057452

The Wella Corporation	LIQUID STEEL	8/29/2007	77267630	12/2/2008	3541294
The Wella Corporation	MICROWEB FIBER	8/29/2007	77267645	11/10/2009	3709247
The Wella Corporation	MIDWAY COUTURE	12/16/1988	73769929	10/10/1989	1559495
The Wella Corporation	MIDWAY COUTURE	6/4/1990	74065863	4/30/1991	1642549
The Wella Corporation	MOLDING MUD	10/18/2007	77307985	12/9/2008	3544680
The Wella Corporation	MOLDING MUD	8/13/1987	73678580	5/2/1989	1537106
The Wella Corporation	MOON SHINE	6/20/1996	75122498	7/14/1998	2172236
The Wella Corporation	NUTREE	5/18/2015	86632679		
The Wella Corporation	PENETRAITT	5/26/1987	73662765	12/29/1987	1470358
The Wella Corporation	PERFECT CONTROL	11/28/1986	73632884	12/8/1987	1467889
The Wella Corporation	POTION 9	6/19/1995	74690659	12/21/1999	2301169
The Wella Corporation	PROFESSIONAL SEBASTIAN	8/31/2010	85119923	5/24/2011	3965199

The Wella Corporation	PROFESSIONAL SEBASTIAN	10/9/2007	77299383	12/16/2008	3547889
The Wella Corporation	RE-SHAPER	7/2/2007	77220813	9/16/2008	3502708
The Wella Corporation	RESINTEK	6/3/2014	86298489	6/7/2016	4973714
The Wella Corporation	S (SEBASTIAN Stylized 86)	11/2/1987	73693063	7/12/1988	1495590
The Wella Corporation	SEBASTIAN	3/17/1980	73254428	9/14/1982	1209082
The Wella Corporation	SEBASTIAN	3/4/1980	73252560	3/22/1983	1231575
The Wella Corporation	SEBASTIAN (& Guarantee Seal 07 bw)	9/12/2007	77278240	2/17/2009	3577292
The Wella Corporation	SEBASTIAN S COLLECTIVE SALON MEMBER Stylized)	4/9/1992	74264053	9/23/1997	2099654
The Wella Corporation	Sebastian Sublimate	1/6/2016	86866682		
The Wella Corporation	SHAPER	12/2/1993	74464872	11/8/1994	1861584
The Wella Corporation	SHAPER	5/7/1985	73536346	12/3/1985	1373319
The Wella Corporation	SHAPER FIERCE	8/29/2007	77267662	10/21/2008	3522008

The Wella Corporation	SHINE CRAFTER	5/27/2011	85332334	12/11/2012	4258497
The Wella Corporation	SHINE DEFINE	7/2/2007	77220852	2/24/2009	3581221
The Wella Corporation	SHINE SHAKER	1/12/2012	85514957	7/1/2014	4560682
The Wella Corporation	STYLBRID 9	3/24/2014	86229822	11/10/2015	4851985
The Wella Corporation	STYLIXIR	8/29/2007	77267624	10/14/2008	3517700
The Wella Corporation	SYSTEM PROFESSIONAL	6/14/1976	73090429	7/19/1977	1069697
The Wella Corporation	TAMING ELIXIR	8/29/2007	77267619	10/14/2008	3517699
The Wella Corporation	TEXTURE MAKER	1/12/2012	85514955	4/29/2014	4522425
The Wella Corporation	TEXTURE TANDEM	8/29/2007	77267610	10/20/2009	3699504
The Wella Corporation	THE COLOR YOU CHOOSE IS THE COLOR YOU USE	1/23/2003	78206621	7/6/2004	2860086
The Wella Corporation	THICKEYFY	9/18/2003	78302148	4/26/2005	2945247
The Wella Corporation	TRILLIANCE	5/27/2011	85332457	12/25/2012	4265240

The Wella Corporation	TRILLIANT	7/2/2007	77220840	12/30/2008	3554819
The Wella Corporation	WELLA	4/1/1952	71627415	6/2/1953	0575177
The Wella Corporation	WELLA	1/31/1973	72447362	2/19/1974	0979071
The Wella Corporation	WELLA	5/18/1990	74060462	4/30/1991	1642546
The Wella Corporation	WELLA (& Woman's Head Device 93 bw)	4/1/1952	71627416	6/2/1953	0575178
The Wella Corporation	WELLA (Woman's Head Device 93 bw)	10/30/1986	73627662	7/14/1987	1447056
The Wella Corporation	WELLA (Woman's Head Device 93 bw)	6/15/1990	74069235	5/7/1991	1643295
The Wella Corporation	WELLA (Woman's Head Device 93 bw)	12/17/1992	74344015	5/3/1994	1834278
The Wella Corporation	WELLA PROFESSIONALS ELEMENTS	11/4/2013	86109618	9/1/2015	4804665
The Wella Corporation	WELLA PROFESSIONALS LUXEOIL	11/4/2013	86109611	11/25/2014	4646502
The Wella Corporation	WELLA PROFESSIONALS LUXEOIL KERATIN BOOST	11/4/2013	86109604	11/25/2014	4646499
The Wella Corporation	WELLA PROFESSIONALS LUXEOIL KERATIN PROTECT	11/4/2013	86109599	11/25/2014	4646498

The Wella Corporation	WELLA PROFESSIONALS LUXEOIL KERATIN RESTORE	11/4/2013	86109607	11/25/2014	4646500
The Wella Corporation	WELLA PROFESSIONALS LUXEOIL LIGHT OIL	11/4/2013	86109608	11/25/2014	4646501
The Wella Corporation	WHAT'S NEXT.	1/10/2012	85512451	8/6/2013	4380811
The Wella Corporation	WHIPPED CREME	7/2/2007	77220845	1/6/2009	3558344
The Wella Corporation	WELLITE	2/1/1956	72001928	2/19/1957	0641865
The Wella Corporation	FASHION FROST	7/6/1976	73092452	3/22/1977	1061496
The Wella Corporation	WET	2/19/1985	73522679	11/4/1986	1416281
The Wella Corporation	THICK-ENDS	11/4/1985	73566858	11/25/1986	1418044

TRADEMARK

REEL: 006096 FRAME: 0184

RECORDED: 06/29/2017