

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM448547

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	AMENDED AND RESTATED CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DRYBAR HOLDINGS LLC		10/24/2017	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	KEYBANK NATIONAL ASSOCIATION
<b>Street Address:</b>	127 PUBLIC SQUARE
<b>City:</b>	CLEVELAND
<b>State/Country:</b>	OHIO
<b>Postal Code:</b>	44114
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 77

Property Type	Number	Word Mark
Serial Number:	85796756	100 PROOF
Serial Number:	86765863	BABY BUTTERCUP
Serial Number:	86406355	BAY BREEZE
Serial Number:	87586341	BIG CRIMPIN'
Serial Number:	86552710	BLONDE ALE
Serial Number:	86087594	BUTTERCUP
Serial Number:	87581957	
Serial Number:	87581977	
Serial Number:	77960806	
Serial Number:	85672272	
Serial Number:	85796780	CREAM SODA
Serial Number:	86365078	DOUBLE PINT
Serial Number:	86948333	DOUBLE STANDARD
Serial Number:	86901662	DRYBAR
Serial Number:	77944223	DRYBAR
Serial Number:	85842497	DRYBAR
Serial Number:	77982583	DRYBAR
Serial Number:	87427930	DRYBAR

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TRADEMARK

Property Type	Number	Word Mark
Serial Number:	85672274	DRYBAR
Serial Number:	87263916	DRYBAR DETOX
Serial Number:	87581965	DRYBAR
Serial Number:	87581973	DRYBAR
Serial Number:	87581979	DRYBAR
Serial Number:	87581962	DRYBAR
Serial Number:	86611098	DRY-ON-THE-FLY
Serial Number:	87078931	EXTENDED WARRANTY
Serial Number:	86365074	FULL KEG
Serial Number:	86365069	FULL PINT
Serial Number:	86140856	GOLD MINE
Serial Number:	86365076	HALF KEG
Serial Number:	86365073	HALF PINT
Serial Number:	86442513	HAPPY HOUR
Serial Number:	86782396	HIGH 'N MIGHTY
Serial Number:	87223925	HIGH ROLLERS
Serial Number:	85673407	HOT MAMMA!
Serial Number:	86333577	KEGGER
Serial Number:	87605081	KEGGER
Serial Number:	85673408	LUCKY B#!CH
Serial Number:	86552721	MAI TAI SPRITZER
Serial Number:	85672187	MANHATTAN
Serial Number:	87340546	MOCKTAIL
Serial Number:	85796766	MONEY MAKER
Serial Number:	86075154	MONEY TO BLOW
Serial Number:	86629732	MR. INCREDIBLE
Serial Number:	86558689	MUDSLIDE
Serial Number:	77944218	NO CUTS. NO COLOR. JUST BLOWOUTS.
Serial Number:	87224305	ON THE ROCKS
Serial Number:	85651205	PEACE, LOVE & BLOWOUTS
Serial Number:	85652271	PEACE, LOVE & BLOWOUTS!
Serial Number:	86951466	PREP RALLY
Serial Number:	86552715	SAKE BOMB
Serial Number:	86766250	SLUMBER PARTY
Serial Number:	85796785	SOUTHERN BELLE
Serial Number:	86552713	SPARKLING SODA
Serial Number:	85672186	STRAIGHT UP
Serial Number:	87503646	TEXAS TEA

Property Type	Number	Word Mark
Serial Number:	87451758	TEXAS TEASE
Serial Number:	87586361	TEXAS TEASE
Serial Number:	87586365	TEXAS TEASE
Serial Number:	86552724	THE 3-DAY BENDER
Serial Number:	87203809	THE BOUNCER
Serial Number:	85796771	THE CHASER
Serial Number:	87615366	THE FLAT MATE
Serial Number:	85672188	THE MAI TAI
Serial Number:	87143785	THE MAIN SQUEEZE
Serial Number:	85672223	THE MORNING AFTER
Serial Number:	87586374	THE OLD FASHIONED
Serial Number:	87579719	THE SHERIFF
Serial Number:	87156018	THE TINY TRESS PRESS
Serial Number:	86589363	THE TRESS PRESS
Serial Number:	86822882	THE WARDEN
Serial Number:	87234336	THE WRAP PARTY
Serial Number:	86255525	TRIPLE SEC
Serial Number:	85672185	UP-TINI
Serial Number:	86589369	VELVET HAMMER
Serial Number:	86964383	WHISKEY FIX
Serial Number:	87346889	WHISKEY FIX

**CORRESPONDENCE DATA**

**Fax Number:** 2165790212

*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:** 216.586.7021

**Email:** dpuljic@jonesday.com

**Correspondent Name:** DANIEL PULJIC / JONES DAY

**Address Line 1:** 901 LAKESIDE AVENUE

**Address Line 2:** NORTH POINT

**Address Line 4:** CLEVELAND, OHIO 44114

**ATTORNEY DOCKET NUMBER:** 601755-185098

**NAME OF SUBMITTER:** DANIEL PULJIC

**SIGNATURE:** /Daniel Puljic/

**DATE SIGNED:** 10/25/2017

**Total Attachments: 8**

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**AMENDED AND RESTATED CONFIRMATORY GRANT OF  
SECURITY INTEREST IN UNITED STATES TRADEMARKS**

THIS AMENDED AND RESTATED CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (the "Confirmatory Grant") is made effective as of October 24, 2017 by and from DRYBAR HOLDINGS LLC, a Delaware limited liability company (the "Grantor"), to and in favor of KEYBANK NATIONAL ASSOCIATION (the "Grantee") for itself and as Administrative Agent for the Lenders (as defined in the Credit Agreement referenced below).

WHEREAS, the Grantor, the Lenders and the Grantee have entered into an Amended and Restated Credit Agreement dated October 24, 2017 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, the Grantor and certain Subsidiaries of the Grantor have entered into an Amended and Restated Pledge and Security Agreement dated October 24, 2017 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement").

WHEREAS, the Grantor owns certain Trademarks, including but not limited to those Trademarks listed on Exhibit A attached hereto, which listed Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to Grantee under the Pledge and Security Agreement. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Pledge and Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference.

WHEREAS, the Grantor desires to amend and restate that certain Confirmatory Grant of Security Interest in United States Trademarks dated as of March 23, 2016 (the "Existing Confirmatory Grant"), among the Grantor and Morgan Stanley Senior Funding, Inc., as amended, supplemented or otherwise modified from time to time prior to the date hereof, in its entirety to make certain changes as more fully set forth herein (including with respect to the agency change described in the Credit Agreement), which amendment and restatement shall become effective on the date hereof.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) **Definitions.** All capitalized terms not defined herein shall have the respective meaning given to them in the Pledge and Security Agreement.

2) **The Security Interest.**

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Secured Obligations of the Grantor. Upon the payment in full of all Secured Obligations (other than contingent indemnification obligations), Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

(b) The Grantor hereby grants to Grantee a security interest in (1) all of Grantor's right, title and interest in and to the Trademarks now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds and products of the Trademarks, (3) the goodwill associated with such Trademarks, and (4) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same.

3) **Pledge and Security Agreement.** The lien and security interest granted pursuant to this Confirmatory Grant is granted in conjunction with the lien and security interest granted to the Grantee pursuant to the Pledge and Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Grantee with respect to the lien and security interest in the Trademarks made and granted hereby are more fully set forth in the Pledge and Security Agreement. In the event that any provision of this Confirmatory Grant is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall govern.

4) **Recordation.** The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Confirmatory Grant.

5) **GOVERNING LAW.** THIS CONFIRMATORY GRANT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED BY AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

6) **Counterparts.** This Confirmatory Grant and any amendments, waivers, consents or supplements hereto may be executed in counterparts and by different parties hereto on separate counterparts, each of which shall be an original, but all together one and the same instrument. Delivery of an executed signature page of this Confirmatory Grant by facsimile transmission or electronic transmission (in PDF format) shall be effective as delivery of a manually executed counterpart hereof.

7) **Amended and Restated.** This Confirmatory Grant amends and restates in its entirety the Existing Confirmatory Grant.

[Signature page follows]

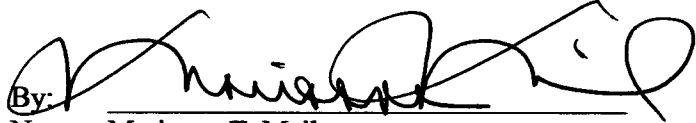
IN WITNESS WHEREOF, the Grantor has executed this Amended and Restated  
Confirmatory Grant of Security Interest effective as of the date first written above.

DRYBAR HOLDINGS LLC

By:   
Name: John Heffner  
Title: Chief Executive Officer

IN WITNESS WHEREOF, the Grantee has executed this Amended and Restated  
Confirmatory Grant of Security Interest effective as of the date first written above.

KEYBANK NATIONAL ASSOCIATION

By: 

Name: Marianne T. Meil

Title: Senior Vice President



AMENDED AND RESTATED CONFIRMATORY GRANT OF  
SECURITY INTEREST IN UNITED STATES TRADEMARKS  
Exhibit A - SCHEDULE OF TRADEMARKS

Grantor	Mark Name	Country	Application #	Registration #
Drybar Holdings LLC	100 PROOF	UNITED STATES	85/796,756	4,371,990
Drybar Holdings LLC	BABY BUTTERCUP	UNITED STATES	86/765,863	5,110,880
Drybar Holdings LLC	BAY BREEZE	UNITED STATES	86/406,355	4,886,661
Drybar Holdings LLC	BIG CRIMPIN'	UNITED STATES	87/586,341	N/A
Drybar Holdings LLC	BLONDE ALE	UNITED STATES	86/552,710	4,875,943
Drybar Holdings LLC	BUTTERCUP	UNITED STATES	86/087,594	4,529,605
Drybar Holdings LLC	Buttercup Chandelier – BW	UNITED STATES	87/581,957	N/A
Drybar Holdings LLC	Buttercup Chandelier – Color	UNITED STATES	87/581,977	N/A
Drybar Holdings LLC	Buttercup Logo	UNITED STATES	77/960,806	3,856,768
Drybar Holdings LLC	Buttercup Logo	UNITED STATES	85/672,272	4,423,968
Drybar Holdings LLC	CREAM SODA	UNITED STATES	85/796,780	4,371,996
Drybar Holdings LLC	DOUBLE PINT	UNITED STATES	86/365,078	4,978,694
Drybar Holdings LLC	DOUBLE STANDARD	UNITED STATES	86/948,333	5,183,173
Drybar Holdings LLC	DRYBAR	UNITED STATES	86/901,662	5,044,864
Drybar Holdings LLC	DRYBAR	UNITED STATES	77/944,223	4,354,273
Drybar Holdings LLC	DRYBAR	UNITED STATES	85/842,497	4,442,715
Drybar Holdings LLC	DRYBAR	UNITED STATES	77/982,583	4,043,735
Drybar Holdings LLC	DRYBAR	UNITED STATES	87/427,930	5,281,444
Drybar Holdings LLC	DRYBAR & Design	UNITED STATES	85/672,274	4,423,969
Drybar Holdings LLC	DRYBAR DETOX	UNITED STATES	87/263,916	5,205,143

Drybar Holdings LLC	DRYBAR LOGO (Salon Exterior – BW)	UNITED STATES	87/581,965	N/A
Drybar Holdings LLC	DRYBAR LOGO (Salon Exterior – Color)	UNITED STATES	87/581,973	N/A
Drybar Holdings LLC	DRYBAR LOGO (Salon Interior – BW)	UNITED STATES	87/581,979	N/A
Drybar Holdings LLC	DRYBAR LOGO (Salon Interior - Color)	UNITED STATES	87/581,962	N/A
Drybar Holdings LLC	DRY-ON-THE-FLY	UNITED STATES	86/611,098	4,836,818
Drybar Holdings LLC	EXTENDED WARRANTY	UNITED STATES	87/078,931	N/A
Drybar Holdings LLC	FULL KEG	UNITED STATES	86/365,074	N/A
Drybar Holdings LLC	FULL PINT	UNITED STATES	86/365,069	4,916,619
Drybar Holdings LLC	GOLD MINE	UNITED STATES	86/140,856	4,570,068
Drybar Holdings LLC	HALF KEG	UNITED STATES	86/365,076	N/A
Drybar Holdings LLC	HALF PINT	UNITED STATES	86/365,073	4,916,620
Drybar Holdings LLC	HAPPY HOUR	UNITED STATES	86/442,513	4,839,844
Drybar Holdings LLC	HIGH 'N MIGHTY	UNITED STATES	86/782,396	N/A
Drybar Holdings LLC	HIGH ROLLERS	UNITED STATES	87/223,925	N/A
Drybar Holdings LLC	HOT MAMMA! & Design	UNITED STATES	85/673,407	4,382,503
Drybar Holdings LLC	KEGGER	UNITED STATES	86/333,577	N/A
Drybar Holdings LLC	KEGGER	UNITED STATES	87/605,081	N/A
Drybar Holdings LLC	LUCKY B#!CH & Design	UNITED STATES	85/673,408	4,390,749
Drybar Holdings LLC	MAI TAI SPRITZER	UNITED STATES	86/552,721	4,831,244
Drybar Holdings LLC	MANHATTAN	UNITED STATES	85/672,187	4,279,933
Drybar Holdings LLC	MOCKTAIL	UNITED STATES	87/340,546	N/A
Drybar Holdings LLC	MONEY MAKER	UNITED STATES	85/796,766	4,371,991
Drybar Holdings LLC	MONEY TO BLOW & Design	UNITED STATES	86/075,154	4,562,894
Drybar Holdings LLC	MR. INCREDIBLE	UNITED STATES	86/629,732	5,009,170

Drybar Holdings LLC	MUDSLIDE	UNITED STATES	86/558,689	4,831,727
Drybar Holdings LLC	NO CUTS. NO COLOR. JUST BLOWOUTS.	UNITED STATES	77/944,218	3,856,546
Drybar Holdings LLC	ON THE ROCKS	UNITED STATES	87/224,305	N/A
Drybar Holdings LLC	PEACE, LOVE & BLOWOUTS & Design	UNITED STATES	85/651,205	4,411,933
Drybar Holdings LLC	PEACE, LOVE & BLOWOUTS!	UNITED STATES	85/652,271	4,593,367
Drybar Holdings LLC	PREP RALLY	UNITED STATES	86/951,466	5,196,967
Drybar Holdings LLC	SAKE BOMB	UNITED STATES	86/552,715	4,831,243
Drybar Holdings LLC	SLUMBER PARTY	UNITED STATES	86/766,250	5,110,884
Drybar Holdings LLC	SOUTHERN BELLE	UNITED STATES	85/796,785	4,371,997
Drybar Holdings LLC	SPARKLING SODA	UNITED STATES	86/552,713	4,831,242
Drybar Holdings LLC	STRAIGHT UP	UNITED STATES	85/672,186	4,279,932
Drybar Holdings LLC	TEXAS TEA	UNITED STATES	87/503,646	N/A
Drybar Holdings LLC	TEXAS TEASE	UNITED STATES	87/451,758	N/A
Drybar Holdings LLC	TEXAS TEASE	UNITED STATES	87/586,361	N/A
Drybar Holdings LLC	TEXAS TEASE	UNITED STATES	87/586,365	N/A
Drybar Holdings LLC	THE 3-DAY BENDER	UNITED STATES	86/552,724	4,831,245
Drybar Holdings LLC	THE BOUNCER	UNITED STATES	87/203,809	N/A
Drybar Holdings LLC	THE CHASER	UNITED STATES	85/796,771	4,371,992
Drybar Holdings LLC	THE FLAT MATE	UNITED STATES	87/615,366	N/A
Drybar Holdings LLC	THE MAI TAI	UNITED STATES	85/672,188	4,279,934
Drybar Holdings LLC	THE MAIN SQUEEZE	UNITED STATES	87/143,785	N/A
Drybar Holdings LLC	THE MORNING AFTER	UNITED STATES	85/672,223	4,279,935
Drybar Holdings LLC	THE OLD FASHIONED	UNITED STATES	87/586,374	N/A
Drybar Holdings LLC	THE SHERIFF	UNITED STATES	87/579,719	N/A

Drybar Holdings LLC	THE TINY TRESS PRESS	UNITED STATES	87/156,018	N/A
Drybar Holdings LLC	THE TRESS PRESS	UNITED STATES	86/589,363	4,883,174
Drybar Holdings LLC	THE WARDEN	UNITED STATES	86/822,882	5,111,077
Drybar Holdings LLC	THE WRAP PARTY	UNITED STATES	87/234,336	N/A
Drybar Holdings LLC	TRIPLE SEC	UNITED STATES	86/255,525	4,740,602
Drybar Holdings LLC	UP-TINI	UNITED STATES	85/672,185	4,279,931
Drybar Holdings LLC	VELVET HAMMER	UNITED STATES	86/589,369	4,883,176
Drybar Holdings LLC	WHISKEY FIX	UNITED STATES	86/964,383	N/A
Drybar Holdings LLC	WHISKEY FIX	UNITED STATES	87/346,889	5,285,806