

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM465664

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SHAKE-N-GO FASHION, INC.		03/09/2018	Corporation: NEW YORK
MODEL MODEL HAIR FASHION, INC.		03/09/2018	Corporation: NEW YORK
MAYDE BEAUTY INC.		03/09/2018	Corporation: NEW YORK

RECEIVING PARTY DATA

Name:	Citibank, N.A.
Street Address:	1 Court Square
City:	Long Island City
State/Country:	NEW YORK
Postal Code:	11101
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Serial Number:	87499704	NIGERIAN TWIST
Serial Number:	87498832	NIGERIAN PRE-STRETCHED
Serial Number:	87422992	ORGANIQUE
Serial Number:	87423095	GARDENIA
Serial Number:	87727178	LOCK-N-HOLD
Serial Number:	87499723	KENYAN TWIST
Serial Number:	87726941	TBL
Serial Number:	87124049	MODEL MODEL YAKY & YAKY
Serial Number:	87128968	MODEL MODEL HAUTE
Serial Number:	87124047	MODEL MODEL CURLY & CURLY
Serial Number:	87304673	ARTIST
Serial Number:	87521916	MAYDE
Serial Number:	87665220	M MAYDE BEAUTY
Serial Number:	87692046	CURLYPOP
Serial Number:	87682779	WITH YOU IN MIND
Serial Number:	87682770	M BY MAYDE
Serial Number:	87682755	MAYDE BEAUTY

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	87682720	AXIS
Serial Number:	87673683	M
Serial Number:	87665245	M MAYDE WITH YOU IN MIND

CORRESPONDENCE DATA

Fax Number: 8009144240
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: 614-280-3566
Email: james.murray@wolterskluwer.com
Correspondent Name: James Murray
Address Line 1: 4400 Easton Commons Way, Suite 125
Address Line 2: CT Corporation
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Corenda R. Lewis
SIGNATURE:	/Corenda R. Lewis/
DATE SIGNED:	03/14/2018

Total Attachments: 8
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

SHAKE-N-GO FASHION, INC.

- Individual(s)
- Partnership
- Corporation- State: New York
- Other
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s): March 9, 2018

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Citibank, N.A.

Street Address: 1 Court Square

City: Long Island City

State: New York

Country: USA Zip: 11101

- Individual(s) Citizenship _____
- Association Citizenship USA
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See Schedule A attached

B. Trademark Registration No.(s)

See Schedule A attached

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: James Murray

Internal Address: CT Corporation

Street Address: 4400 Easton Commons Way
Suite 125

City: Columbus

State: OH Zip: 43219

Phone Number: 614-280-3566

Docket Number: _____

Email Address: james.murray@wolterskluwer.com

6. Total number of applications and registrations involved:

20

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

March 13, 2018

Date

Corenda R. Lewis

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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Continuation of the information in Item 1 (Trademark Recording form cover sheet
SHAKE-N-GO FASHION, INC. - conveying party #1)

Additional Name of Conveying Parties:

2. MODEL MODEL HAIR FASHION, INC.
New York Corporation
3. MAYDE BEAUTY INC.
New York Corporation

SUPPLEMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT

This SUPPLEMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT (this "Supplement"), dated as of March 9, 2018, by SHAKE-N-GO FASHION, INC., a New York corporation, MODEL MODEL HAIR FASHION, INC., a New York corporation and MAYDE BEAUTY INC., a New York corporation (each, a "Grantor" and collectively, the "Grantors"), in favor of CITIBANK, N.A., as lender ("Lender") pursuant to the Loan Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, KBH GROUP INC., a Delaware corporation, and the Grantors (each, a "Loan Party" and collectively, the "Loan Parties"), certain Affiliates of the Loan Parties and Lender are party to that certain Loan and Security Agreement, dated as of March 10, 2017 (as amended, restated, amended and restated, supplemented, renewed, refinanced, replaced or otherwise modified from time to time, including, without limitation, pursuant to that certain Joinder and Amendment No. 1 to Loan and Security Agreement, dated as of the date hereof, the "Loan Agreement"), pursuant to which each Grantor is required to execute and deliver this Supplement;

WHEREAS, the Loan Parties and Lender are party to that certain Trademark Security Agreement, dated as of March 10, 2017 (as amended, restated, amended and restated, supplemented, replaced or otherwise modified from time to time, the "Trademark Security Agreement"), by the Loan Parties, in favor of Lender;

WHEREAS, as collateral security for the prompt and complete payment and performance in full of all the Obligations, each Loan Party has granted a Lien on and security interest in and to all of the right, title and interest of such Loan Party in, to and under the Trademark Collateral (as defined in the Trademark Security Agreement);

NOW, THEREFORE, in consideration of the premises and to induce Lender to continue to make advances and other extensions of credit pursuant to the Loan Agreement, each Grantor hereby agrees with Lender as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Loan Agreement or the Trademark Security Agreement and used herein have the meaning given to them in the Loan Agreement or the Trademark Security Agreement, respectively.

SECTION 2. Grant of Security Interest in Trademark Collateral. As collateral security for the prompt and complete payment and performance in full of all the Obligations, each Grantor hereby reaffirms, confirms and ratifies such Grantor's prior pledge, hypothecation and grant to Lender, for the benefit of itself and the Secured Parties, a Lien on and security interest in and to all of the right, title and interest of such Grantor in, to and under the Trademark Collateral, wherever located, whether now existing or hereafter arising or acquired from time to time, including, without limitation:

(a) the trademarks of such Grantor listed on Schedule A hereto (provided that no security interest shall be granted in United States intent-to-use trademark or service mark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark or service mark applications under applicable federal law);

(b) all goodwill connected with the use of, symbolized by or associated with such trademarks;

(c) the registrations and applications therefor; and

(d) all proceeds of any and all of the foregoing.

SECTION 3. Loan Agreement. The Lien and security interest granted pursuant to the Trademark Security Agreement and reaffirmed by this Supplement is granted in conjunction with the Lien and security interest granted to Lender pursuant to the Loan Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the Lien on and security interest in and to the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Supplement is deemed to be inconsistent with or in conflict with the Loan Agreement or the Trademark Security Agreement, the provisions of the Loan Agreement or the Trademark Security Agreement, as the case may be, shall control unless Lender shall otherwise determine.

SECTION 4. SUPPLEMENT TO SCHEDULE A TO TRADEMARK SECURITY AGREEMENT. The Grantors have attached hereto as Schedule A a supplement to Schedule A to the Trademark Security Agreement, which supplements the existing Schedule A to the Trademark Security Agreement by adding the trademarks set forth thereon, and each Grantor hereby certifies, as of the date first above written, that such supplemental Schedule A has been prepared by the Grantors in substantially the form of the equivalent Schedule A to the Trademark Security Agreement, and such supplemental Schedule A includes all of the information required to be scheduled to the Trademark Security Agreement and does not omit to state any information material thereto.

SECTION 5. REAFFIRMATION OF TRADEMARK SECURITY AGREEMENT. Each Grantor hereby reaffirms and ratifies, as of the date hereof, such Grantor's agreement to be bound by all of the terms and provisions of the Trademark Security Agreement. Each Grantor expressly acknowledges and affirms that the rights and remedies of Lender and the Secured Parties with respect to the security interest reaffirmed hereby are more fully set forth in the Loan Agreement and the Trademark Security Agreement.

SECTION 6. Termination. Upon the release of the security interests granted to Lender pursuant to Article 4 of the Loan Agreement, upon written request of the Grantors, Lender shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing Lender's Lien on and security interest in and to the Trademark Collateral under the Trademark Security Agreement.

SECTION 7. Recordation. Each Grantor authorizes and requests that the Commissioner of Trademarks and any other applicable government officer record this Supplement.

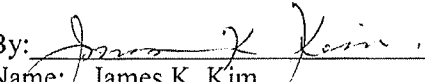
SECTION 8. Execution in Counterparts. This Supplement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 9. Governing Law. THIS SUPPLEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION, EXCEPT TO THE EXTENT THAT THE UCC PROVIDES THAT PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK, IN WHICH CASE THE LAWS OF SUCH JURISDICTION SHALL GOVERN WITH RESPECT TO THE PERFECTION OF THE SECURITY INTEREST IN, OR THE REMEDIES WITH RESPECT TO, SUCH PARTICULAR COLLATERAL.

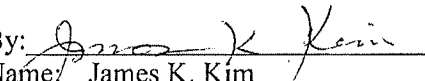
[Signature Page Follows]

IN WITNESS WHEREOF, each Grantor has caused this Supplement to be executed and delivered by its duly authorized officer as of the date first set forth above.

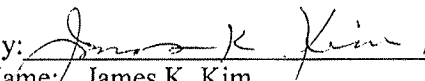
SHAKE-N-GO FASHION, INC., as a Grantor

By: 
Name: James K. Kim
Title: President

MODEL MODEL HAIR FASHION, INC., as a Grantor

By: 
Name: James K. Kim
Title: President

MAYDE BEAUTY INC., as a Grantor

By: 
Name: James K. Kim
Title: President

Accepted and Agreed:

CITIBANK, N.A.,
as Lender

By: 

Name: Edward Son

Title: Authorized Signatory

SCHEDULE A

Mark	Serial Number	Owner
NIGERIAN TWIST	87499704	Shake-N-Go Fashion, Inc.
NIGERIAN PRE-STRETCHED	87498832	Shake-N-Go Fashion, Inc.
ORGANIQUE	87422992	Shake-N-Go Fashion, Inc.
GARDENIA	87423095	Shake-N-Go Fashion, Inc.
LOCK-N-HOLD	87727178	Shake-N-Go Fashion, Inc.
KENYAN TWIST	87499723	Shake-N-Go Fashion, Inc.
TBL	87726941	Model Model Hair Fashion, Inc.
MODEL MODEL YAKY & YAKY	87124049	Model Model Hair Fashion, Inc.
MODEL MODEL HAUTE	87128968	Model Model Hair Fashion, Inc.
MODEL MODEL CURLY & CURLY	87124047	Model Model Hair Fashion, Inc.
ARTIST	87304673	Model Model Hair Fashion, Inc.
MAYDE	87521916	Mayde Beauty Inc.
M MAYDE BEAUTY	87665220	Mayde Beauty Inc.
CURLYPOP	87692046	Mayde Beauty Inc.
WITH YOU IN MIND	87682779	Mayde Beauty Inc.
M BY MAYDE	87682770	Mayde Beauty Inc.
MAYDE BEAUTY	87682755	Mayde Beauty Inc.
AXIS	87682720	Mayde Beauty Inc.
M	87673683	Mayde Beauty Inc.
M MAYDE WITH YOU IN MIND	87665245	Mayde Beauty Inc.