

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM488491

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Goody Products, Inc.		08/31/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	500 First Avenue		
Internal Address:	Commercial Loan Service Center/DCC		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 40			
Property Type	Number	Word Mark	
Registration Number:	0131017	ACE	
Registration Number:	0787789	ACE	
Registration Number:	5138142	AMP IT UP	
Registration Number:	4498494	BOLD HOLD	
Registration Number:	4875908	CLEAN RADIANCE	
Registration Number:	1755394	COMFOR-TIP	
Registration Number:	5138137	DETANGLE IT	
Registration Number:	4411447	DOUBLE WEAR	
Registration Number:	4401799	DOUBLE WEAR	
Registration Number:	4189149	FLASH DRY	
Registration Number:	1172334	GOODY	
Registration Number:	0781457	GOODY	
Registration Number:	0761404	GOODY	
Registration Number:	1402794	GOODY'S	
Registration Number:	5351555	GOODY GO CURL	
Registration Number:	4932070	GOODY HERITAGE	
Registration Number:	3790590	GOODY LUXE	
Registration Number:	3019598	OUCHLESS	

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Property Type	Number	Word Mark
Serial Number:	86768578	GOODY PRO
Serial Number:	88011262	HEAT 101
Registration Number:	2855927	OUCHLESS
Serial Number:	87647348	OUCHLESS FOREVER
Registration Number:	4184215	PRODIGY
Registration Number:	4377293	QUIKSTYLE
Registration Number:	4238940	SELECT-A-CURL
Registration Number:	5052836	SIMPLE STYLES
Registration Number:	4064451	SLIDE PROOF
Registration Number:	4195690	SMART CLASSICS
Registration Number:	4471661	SOFTIES
Registration Number:	1146091	SOLANO
Registration Number:	3912821	
Serial Number:	87929394	SPA THERAPY
Registration Number:	2961363	SPIN PINS
Registration Number:	4689075	START. STYLE. FINISH.
Registration Number:	4803395	START. STYLE. FINISH.
Registration Number:	5138171	STRAIGHT TALK
Registration Number:	3557994	STYLING THERAPY
Registration Number:	4351326	TANGLEFIX
Registration Number:	4384456	THICK FIX
Serial Number:	88011208	TOTAL TEXTURE

CORRESPONDENCE DATA

Fax Number: 2158325619

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: 215-569-5619

Email: pecsenye@blankrome.com

Correspondent Name: Timothy D. Pecsénye

Address Line 1: One Logan Square

Address Line 2: 8th Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	074658-18075
NAME OF SUBMITTER:	Timothy D. Pecsénye
SIGNATURE:	/Timothy D. Pecsénye/
DATE SIGNED:	09/04/2018

Total Attachments: 12

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PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (this “Agreement”) is made as of this 31st day of August, 2018, by GOODY PRODUCTS, INC., a Delaware corporation (the “Grantor”), in favor of PNC BANK, NATIONAL ASSOCIATION (“PNC”), in its capacity as administrative agent and collateral agent for the Lenders defined below.

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, (the “Credit Agreement”) among Grantor, GP Midco, L.L.C., a Delaware limited liability company, 10960063 Canada Inc., a Canadian corporation and each other Person joined thereto as a borrower from time to time (collectively, the “Borrowers”, and each a “Borrower”), Parent and each other Person joined thereto as a guarantor from time to time (collectively, the “Guarantors”, and each a “Guarantor”), the financial institutions which now are or which hereafter become a party thereto as lenders (collectively, the “Lenders”, and each a “Lender”), and PNC, as administrative agent and collateral agent for Lenders (together with its successors and assigns, in such capacity, the “Agent”), the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Credit Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT AND REAFFIRMATION OF SECURITY INTEREST. To secure the payment and performance of the Obligations under the Credit Agreement, Grantor hereby grants to Agent for its benefit and the benefit of the Lenders, a continuing security interest in and Lien on all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “IP Collateral”), with power of sale to the extent permitted by law:

(a) all of Grantor’s trademarks, trademark applications, service marks, trade names, mask works registered or applied for in the United States Patent and Trademark Office (collectively, “Trademarks”, and each a “Trademark”), all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, and licenses for any of the foregoing (collectively, “Trademark Licenses”, and each a “Trademark License”), including those referred to on Schedule I hereto;

(b) all of Grantor’s patents and patent applications registered or applied for in the United States Patent and Trademark Office (collectively, “Patents”, and each a “Patent”), and licenses for any of the foregoing (collectively, “Patent Licenses”, and each a “Patent License”), including those referred to on Schedule I hereto;

- (c) all reissues, continuations or extensions of the foregoing; and
- (d) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement or dilution of any Trademark, any Patent, any Trademark licensed under any Trademark License, or any Patent licensed under any Patent License.

Notwithstanding anything to the contrary contained herein, the security interests granted under this Agreement shall not extend to and “IP Collateral” shall not include any Excluded Property. For the avoidance of doubt, “Excluded Property” includes any any “intent to use” trademark applications for which a statement of use has not been filed (but only until such statement is filed).

3. SECURITY FOR OBLIGATIONS. This Agreement and the security interest created hereby secure the payment and performance of all the Obligations under the Credit Agreement, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to Agent, the Lenders or any of them pursuant to the Credit Agreement.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. REPRESENTATIONS, WARRANTIES AND AGREEMENTS. Grantor hereby represents and warrants to, and agrees with Agent and Lenders as follows: Schedule I hereto accurately lists all United States federal registrations and applications for IP Collateral as of the date hereof.

6. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new IP Collateral, this Agreement shall automatically apply thereto. Grantor shall give notice in writing in accordance with the requirements set forth in Section 9.17 of the Credit Agreement to Agent with respect to any such new IP Collateral. Without limiting Grantor’s obligations under this Section 6, Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule I to include any such new IP Collateral of Grantor identified in such written notice provided by Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent’s continuing security interest in all IP Collateral, whether or not listed on Schedule I.

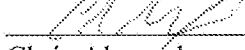
7. GOVERNING LAW. This Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York.

8. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

9. CONSTRUCTION. Unless the context of this Agreement or any Other Document clearly requires otherwise, the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference herein to any Person shall be construed to include such Person’s successors and assigns.

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the day and year first above written.

GOODY PRODUCTS, INC.

By: 
Name: Chris Alexander
Title: Secretary and Vice President of Finance

SCHEDULE I
TO
PATENT AND TRADEMARK SECURITY AGREEMENT

I. Trademarks and Trademark Applications

TRADEMARK	COUNTRY	APP NO.	REG NO.	STATUS
ACE	USA	71123601	131017	Registered
<i>ACE</i>	USA	72204039	0787789	Registered
AMP IT UP	USA	86595257	5138142	Registered
BOLD HOLD	USA	85420400	4498494	Registered
CLEAN RADIANCE	USA	86540402	4875908	Registered
COMFOR-TIP	USA	74295581	1755394	Registered
DETANGLE IT	USA	86594015	5138137	Registered
DOUBLE WEAR	USA	85276009	4411447	Registered
DOUBLE WEAR	USA	85977910	4401799	Registered
FLASH DRY	USA	85355254	4189149	Registered
GOODY	USA	73273408	1172334	Registered
GOODY	USA	72186939	0781457	Registered
GOODY	USA	72142508	0761404	Registered
GOODY'S	USA	73549947	1402794	Registered
GOODY GO CURL	USA	87153722	5351555	Registered
GOODY HERITAGE	USA	86736684	4932070	Registered
GOODY LUXE	USA	77266228	3790590	Registered
OUCHLESS	USA	78252579	3019598	Registered

TRADEMARK	COUNTRY	APP NO.	REG NO.	STATUS
GOODY PRO	USA	86768578		Pending
HEAT 101	USA	88011262		Pending
OUCHLESS	USA	78201268	2855927	Registered
OUCHLESS FOREVER	USA	87647348		Pending
PRODIGY	USA	85336531	4184215	Registered
QUIKSTYLE	USA	85541973	4377293	Registered
SELECT-A-CURL	USA	85419971	4238940	Registered
SIMPLE STYLES	USA	86764614	5052836	Registered
SLIDE PROOF	USA	85126175	4064451	Registered
SMART CLASSICS	USA	85332167	4195690	Registered
SOFTIES	USA	85631838	4471661	Registered
SOLANO	USA	73219508	1146091	Registered
Solano Shield Design	USA	77837416	3912821	Registered
SPA THERAPY	USA	87929394		Pending
SPIN PINS	USA	78315232	2961363	Registered
START. STYLE. FINISH.	USA	85689020	4689075	Registered
START. STYLE. FINISH.	USA	86507443	4803395	Registered
STRAIGHT TALK	USA	86616809	5138171	Registered
STYLING THERAPY	USA	77001444	3557994	Registered
TANGLEFIX	USA	85588902	4351326	Registered

TRADEMARK	COUNTRY	APP NO.	REG NO.	STATUS
THICK FIX	USA	85332216	4384456	Registered
TOTAL TEXTURE	USA	88011208		Pending

II. Patents and Patent Applications

TITLE	COUNTRY	APP NO.	PATENT NO.	ISSUE DATE	STATUS	OWNER NAME
HAIR BRUSH (Quikstyle, Paddle, Gen 2)	USA	29441033	D709705	29-Jul-2014	Granted	GOODY PRODUCTS, INC.
HAIR BRUSAH (Quikstyle, Half Round)	USA	29441032	D708857	15-Jul-2014	Granted	GOODY PRODUCTS, INC.
SLIDE PROOF CLAWS	USA	29503420	D737510	25-Aug- 2015	Granted	GOODY PRODUCTS, INC.
BRUSH (Ouchless 2.0)	USA	29508812	D809305	06-Feb- 2018	Granted	GOODY PRODUCTS, INC.
BRUSH HANDLE	USA	29553835	D803576	28-Nov- 2017	Granted	GOODY PRODUCTS, INC.
BRUSH	USA	29553836	D803577	28-Nov- 2017	Granted	GOODY PRODUCTS, INC.
BRUSH	USA	29553837	D803578	28-Nov- 2017	Granted	GOODY PRODUCTS, INC.
BRUSH	USA	29553838	D805786	26-Dec- 2017	Granted	GOODY PRODUCTS, INC.
BRUSH	USA	29553839	D794339	15-Aug- 2017	Granted	GOODY PRODUCTS, INC.
BRUSH HANDLE	USA	29553840	D793092	01-Aug- 2017	Granted	GOODY PRODUCTS, INC.
SELF-CLEANING COMFORT HAIR BRUSH AND ROLLER AND SYSTEM FOR SELECTING A BRUSH FROM A	USA	10876407	7526829	05-May- 2009	Granted	GOODY PRODUCTS, INC.

TITLE	COUNTRY	APP NO.	PATENT NO.	ISSUE DATE	STATUS	OWNER NAME
PLURALITY OF BRUSHES ACCORDING TO HAIR TYPE (Ouchless)						
HAIR BRUSH WITH RETRACTABLE BRISTLES	USA	12419613	8302246	06-Nov-2012	Granted	GOODY PRODUCTS, INC.
METHOD FOR TUFTING BRISTLES AND BRUSH USING THE SAME	USA	12200453	7690733	06-Apr-2010	Granted	GOODY PRODUCTS, INC.
PACKAGE	USA	29185178	D496265	21-Sep-2004	Granted	GOODY PRODUCTS, INC.
ELASTIC BAND	USA	11272996	7305996	11-Dec-2007	Granted	GOODY PRODUCTS, INC.
HAIR CLIP WITH FRICTION MEMBER	USA	11330630	7461661	09-Dec-2008	Granted	GOODY PRODUCTS, INC.
HANDLE HAVING A RIBBED GEL TIP	USA	11425070	7797782	21-Sep-2010	Granted	GOODY PRODUCTS, INC.
MIRROR ASSEMBLY (Extendable Suction Cup)	USA	29249765	D558988	08-Jan-2008	Granted	GOODY PRODUCTS, INC.
COMPACT MIRROR ASSEMBLY	USA	29249761	D559465	08-Jan-2008	Granted	GOODY PRODUCTS, INC.
MIRROR ASSEMBLY (Combination Mirror and Display Device)	USA	29249763	D558986	08-Jan-2008	Granted	GOODY PRODUCTS, INC.
HAIR RETAINING CLIP WITH ELASTIC BIASING MEMBER	USA	11302647	7753058	13-Jul-2010	Granted	GOODY PRODUCTS, INC.
MIRROR ASSEMBLY (Ball and Socket)	USA	29249768	D558987	08-Jan-2008	Granted	GOODY PRODUCTS, INC.

TITLE	COUNTRY	APP NO.	PATENT NO.	ISSUE DATE	STATUS	OWNER NAME
THERAPEUTIC STYLING BRUSH WITH INFUSION DELIVERY	USA	11925395	7832413	16-Nov-2010	Granted	GOODY PRODUCTS, INC.
SHAVING KIT	USA	29295913	D588799	24-Mar-2009	Granted	GOODY PRODUCTS, INC.
HAIR RETAINING CLIP WITH RESILIENT GRIPPING MEMBER (Soft Grip)	USA	11647923	7766020	03-Aug-2010	Granted	GOODY PRODUCTS, INC.
HAIR CLIP WITH LATCH MECHANISM (Easy)	USA	11647925	7992579	09-Aug-2011	Granted	GOODY PRODUCTS, INC.
HEADWEAR W/INTERWOVEN GRIPPING FIBERS	USA	11622381	7798155	21-Sep-2010	Granted	GOODY PRODUCTS, INC.
THERAPEUTIC STYLING BRUSH WITH INFUSION DELIVERY (Styling Therapy Rods)	USA	11925301	7845360	07-Dec-2010	Granted	GOODY PRODUCTS, INC.
HEADBAND WITH PLIABLE ENDS (Comfort Pads, Ouchless Flex)	USA	11833438	8360077	29-Jan-2013	Granted	GOODY PRODUCTS, INC.
UNITARY HAIR CLIP AND METHOD OF USE	USA	11833537	8011375	06-Sep-2011	Granted	GOODY PRODUCTS, INC.
BRUSH HANDLE	USA	29275469	D594235	16-Jun-2009	Granted	GOODY PRODUCTS, INC.
HAIR CLIP WITH FLEXING COMFORT FEATURES (Ouchless Claw)	USA	12432950	8109279	07-Feb-2012	Granted	GOODY PRODUCTS, INC.
NAIL FILE	USA	29275606	D559461	08-Jan-2008	Granted	GOODY PRODUCTS, INC.

TITLE	COUNTRY	APP NO.	PATENT NO.	ISSUE DATE	STATUS	OWNER NAME
COMB	USA	29275472	D559445	08-Jan-2008	Granted	GOODY PRODUCTS, INC.
HEADBAND WITH ANGLED TOP SECTION FOR IMPROVED COMFORT AND FIT (Ouchless)	USA	12366411	8794248	05-Aug-2014	Granted	GOODY PRODUCTS, INC.
TRIMMER	USA	29275612	D560852	29-Jan-2008	Granted	GOODY PRODUCTS, INC.
NAIL BRUSH	USA	29275609	D557016	11-Dec-2007	Granted	GOODY PRODUCTS, INC.
NAIL FILE PICK	USA	29275610	D559460	08-Jan-2008	Granted	GOODY PRODUCTS, INC.
TWEEZER	USA	29275603	D559458	08-Jan-2008	Granted	GOODY PRODUCTS, INC.
TRIMMER	USA	29275611	D560308	22-Jan-2008	Granted	GOODY PRODUCTS, INC.
TWEEZER	USA	29275604	D559459	08-Jan-2008	Granted	GOODY PRODUCTS, INC.
TWEEZER	USA	29275602	D559457	08-Jan-2008	Granted	GOODY PRODUCTS, INC.
SCISSORS	USA	29275605	D554459	06-Nov-2007	Granted	GOODY PRODUCTS, INC.
START, STYLE, AND FINISH HAIRSTYLING SYSTEM	USA	11935890	8826918	09-Sep-2014	Granted	GOODY PRODUCTS, INC.
NAIL CLIPPERS	USA	29275607	D559462	08-Jan-2009	Granted	GOODY PRODUCTS, INC.
COMB	USA	29275471	D559444	08-Jan-2008	Granted	GOODY PRODUCTS, INC.
STORAGE HANDLE OF A HAIRSTYLING TOOL (Hairbrush)	USA	29336579	D637405	10-May-2011	Granted	GOODY PRODUCTS, INC.

TITLE	COUNTRY	APP NO.	PATENT NO.	ISSUE DATE	STATUS	OWNER NAME
MIRROR ASSEMBLY	USA	29277305	D558985	08-Jan-2008	Granted	GOODY PRODUCTS, INC.
TRIMMER	USA	29275613	D560309	22-Jan-2008	Granted	GOODY PRODUCTS, INC.
NAIL CLIPPERS	USA	29275608	D559463	08-Jan-2008	Granted	GOODY PRODUCTS, INC.
WATER REMOVING HAIR BRUSH (Quikstyle, Generation 1, Paddle Brush)	USA	13341794	8627829	14-Jan-2014	Granted	GOODY PRODUCTS, INC.
HAIR BRUSH (Quikstyle, Generation 1, Paddle Brush)	USA	29440967	D709291	22-Jul-2014	Granted	GOODY PRODUCTS, INC.
HAIR BRUSH (Quikstyle, Generation 1, Paddle Brush)	USA	29497157	D758740	14-Jun-2016	Granted	GOODY PRODUCTS, INC.
HAIR BRUSH (Quikstyle, Generation 1, Paddle Brush)	USA	29497158	D763580	16-Aug-2016	Granted	GOODY PRODUCTS, INC.
HAIR BRUSH (Quikstyle, Generation 1, Paddle Brush)	USA	29569819	D785949	09-May-2017	Granted	GOODY PRODUCTS, INC.
WATER REMOVING HAIR BRUSH (Quikstyle, Generation 1, Paddle BRUSH)	USA	14106375	9210994	15-Dec-2015	Granted	GOODY PRODUCTS, INC.
BARREL FOR A HAIR DRYER (Flash Dry)	USA	29407717	D658808	01-May-2012	Granted	GOODY PRODUCTS, INC.
HAIR ACCESSORIES AND METHODS FOR THEIR MANUFACTURE (Slide Proof Suede)	USA	13975829	9144285	29-Sep-2015	Granted	GOODY PRODUCTS, INC.

TITLE	COUNTRY	APP NO.	PATENT NO.	ISSUE DATE	STATUS	OWNER NAME
Quikstyle Paddle Brush	USA	14686377			Published	GOODY PRODUCTS, INC.
HAIR BRUSH AND RELATED METHOD FOR STORING AND APPLYING HAIR CARE TREATMENTS	USA	62513353			Pending	GOODY PRODUCTS, INC.
A SYSTEM AND METHOD FOR PLACING A PLURALITY OF ARTICLES ON A DISPLAY RACK (Perforated bag for quick shelf restock)	USA	62636874			Pending	GOODY PRODUCTS, INC.
HAIR BRUSH AND RELATED METHOD FOR STORING AND APPLYING HAIR CARE TREATMENTS	USA	15985256			Pending	GOODY PRODUCTS, INC.