

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM596589

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ESTYLE CORP, LLC		09/04/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	MIDCAP FINANCIAL TRUST		
Street Address:	7255 WOODMONT AVENUE		
Internal Address:	SUITE 300		
City:	BETHESDA		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	STATUTORY TRUST: DELAWARE		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
Registration Number:	4411560	BRAIDS RX	
Serial Number:	87679793	CALIFORNIA'S BEST	
Registration Number:	5161140	ECO STYLE	
Registration Number:	2014350	ECOSTAR	
Registration Number:	2556230	ECOSTYLER	
Registration Number:	4744513	EL PATRÓN	
Registration Number:	4247533	EQUIPO LATINO	
Serial Number:	88692920	HARD CANDY	
Registration Number:	2373927	HIP GRIP	
Registration Number:	4932740	INFUSE 'N CURL	
Registration Number:	4564697	K OYL	
Registration Number:	1482968	KREW COMB	
Registration Number:	4619409	MASTER WELL COMB	
Serial Number:	88828029	MELANIN BOOSTER	
Registration Number:	4137882	PINHEAD	
Serial Number:	88192406	TALYONI	
Registration Number:	2309659	TRUE	
Registration Number:	3019448	VASSI	

CH \$590.00 4411560

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3994133	
Registration Number:	2298086	
Serial Number:	88802515	ECO
Serial Number:	88802433	ECO
Registration Number:	6085883	E

CORRESPONDENCE DATA

Fax Number: 3105572193
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: 310-557-2900
Email: klathrop@proskauer.com
Correspondent Name: PROSKAUER ROSE LLP
Address Line 1: 2029 CENTURY PARK EAST, SUITE 2400
Address Line 2: C/O KIMBERLEY A. LATHROP
Address Line 4: LOS ANGELES, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	11964.291
NAME OF SUBMITTER:	Kimberley A. Lathrop
SIGNATURE:	/Kimberley A. Lathrop/
DATE SIGNED:	09/09/2020

Total Attachments: 11

- source=05. Trademark Security Agreement#page1.tif
- source=05. Trademark Security Agreement#page2.tif
- source=05. Trademark Security Agreement#page3.tif
- source=05. Trademark Security Agreement#page4.tif
- source=05. Trademark Security Agreement#page5.tif
- source=05. Trademark Security Agreement#page6.tif
- source=05. Trademark Security Agreement#page7.tif
- source=05. Trademark Security Agreement#page8.tif
- source=05. Trademark Security Agreement#page9.tif
- source=05. Trademark Security Agreement#page10.tif
- source=05. Trademark Security Agreement#page11.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Trademark Security Agreement**”) is entered into as of September 4, 2020 among Grantors listed on the signature pages hereof (collectively, jointly and severally, “**Grantors**” and each individually, “**Grantor**”) and MIDCAP FINANCIAL TRUST, in its capacity as administrative agent for the Lenders (together with its successors and assigns in such capacity, “**Administrative Agent**”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit and Guaranty Agreement, dated as of September 4, 2020 (as amended, restated, amended and restated, replaced, supplemented or otherwise modified from time to time, including all annexes, exhibits and schedules thereto, the “**Credit Agreement**”), among ESTYLE HOLDINGS, INC., a Delaware corporation (“**Holdings**”), ESTYLE CORP, LLC, a Delaware limited liability company (“**Estyle**” and the “**Borrower**”), the other Subsidiaries of Holdings from time to time party thereto, as Guarantors, the financial institutions from time to time party thereto, as Lenders, and the Administrative Agent, Lenders have agreed to make Loans to Borrower from time to time upon the terms and subject to the conditions set forth therein; and

WHEREAS, Lenders are willing to make Loans to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Administrative Agent, for the benefit of the Secured Parties (as defined in the Security Agreement, defined below), that certain Security and Pledge Agreement dated as of September 4, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including all schedules and exhibits thereto, the “**Security Agreement**”); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Administrative Agent, for the benefit of the Secured Parties, this Trademark Security 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, each 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 Security Agreement or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Effective as of the Funding Date, each Grantor hereby grants to Administrative Agent, for the benefit of the Secured Parties, a valid and continuing first priority security interest in and Lien on all of such Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”):

(a) all of such Grantor’s Trademark registrations, Trademark applications and Trademark Licenses, including, without limitation, those referred to on Schedule 1 hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all reissues, continuations, continuations in part, substitutes, extensions, modifications or renewals of and improvements on the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(e) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement, misappropriation or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

Notwithstanding anything to the contrary herein, the Trademark Collateral shall not extend to any intent-to-use United States trademark applications for so long as and to the extent that such intent-to-use United States trademark applications constitute Excluded Collateral.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Secured Obligations of each Grantor, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Administrative Agent, the other Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with and in furtherance of the security interests and Liens granted to Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein, and to the extent a conflict exists, the terms of the Security Agreement control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. If any Grantor shall file an application for the registration of any trademark with the United States Patent and Trademark Office, such Grantor shall report such filing to Administrative Agent within five (5) Business Days after the last day of the fiscal quarter in which such filing occurs (in accordance with Section 4(k) of the Security Agreement). Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Administrative Agent unilaterally (but Administrative Agent shall be under no obligation) to modify this Trademark Security Agreement by amending Schedule 1 hereto to include any such new trademark rights of Grantors, which become part of the Trademark Collateral under the Security Agreement. Notwithstanding the foregoing, no delay or failure to so modify this Trademark Security Agreement or amend Schedule

1 hereto shall in any way affect, invalidate or detract from Administrative Agent's valid and continuing security interest in all Collateral (including, without limitation, the Trademark Collateral), whether or not listed on Schedule 1 hereto.

6. **SUCCESSORS IN INTEREST.** This Trademark Security Agreement shall be binding upon each Grantor, its successors and assigns and shall insure, together with the rights and remedies of Administrative Agent and the other Secured Parties hereunder, to the benefit of Administrative Agent and the other Secured Parties and their successors and assigns.

7. **COUNTERPARTS; INTEGRATION.** This Trademark Security Agreement (or any amendments, waivers, consents, or supplements hereto) may be executed in any number of counterparts, each of which shall be deemed an original with the same effect as if the signatures thereto and hereto were upon the same instrument. This Trademark Security Agreement and the other Financing Documents constitute the entire agreement and understanding among the parties hereto and supersede any and all prior agreements and understandings, oral or written, relating to the subject matter hereof. Delivery of an executed signature page of this Trademark Security Agreement (or any amendments, waivers, consents, or supplements hereto) by facsimile transmission or electronic transmission shall be as effective as delivery of a manually executed counterpart hereof or thereof.

8. **CONSTRUCTION.** Unless the context of this Trademark Security Agreement or any other Financing Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hereof", "herein", "hereby", "hereunder", and similar terms in this Trademark Security Agreement or any other Financing Document refer to this Trademark Security Agreement or such other Financing Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Financing Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Financing Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Financing Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash in accordance with the terms of the Credit Agreement (or cash collateralization in accordance with the terms thereof) of all Obligations other than unasserted Contingent Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Financing Document shall be satisfied by the transmission of a Record, and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

9. **GOVERNING LAW.** **THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN**

ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

10. MISCELLANEOUS. The terms and provisions of Article 9 (*Expenses and Indemnity*), Sections 12.1 (*Survival*), 12.2 (*No Waivers*), 12.3 (*Notices*), 12.4 (*Severability*), 12.5 (*Amendments and Waivers*), 12.7 (*Headings*), 12.10 (*SUBMISSION TO JURISDICTION*) 12.11 (*WAIVER OF JURY TRIAL*), and 12.14 (*No Strict Construction*) of the Credit Agreement are hereby incorporated herein by reference and shall apply to this Trademark Security Agreement, *mutatis mutandis*, as if fully set forth herein, and the parties hereto agree to such terms.

11. Financing Document. This Trademark Security Agreement constitutes a “Financing Document” under and as defined in the Credit Agreement and is subject to the terms and provisions therein regarding Financing Documents.

[*Signature pages follow*]

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

GRANTORS:

ESTYLE CORP, LLC,

as a Grantor

By: 

Name: Jonathan Flicker

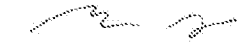
Title: Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED:

MIDCAP FINANCIAL TRUST,
as Administrative Agent

By: Apollo Capital Management, L.P.,
its investment manager

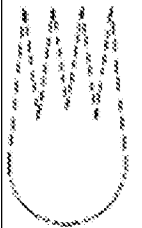


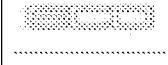

By: Apollo Capital Management GP, LLC,
its general partner

By: 
Name: Maurice Amsellem
Title: Authorized Signatory






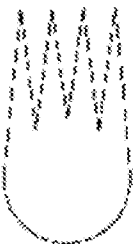
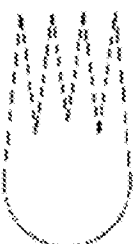
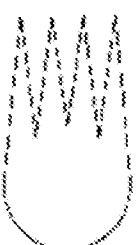
SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

Trademarks and Trademark Applications

U.S. Trademarks and Trademark Applications				
Trade mark	Serial Number	Application Date	Registration Number	Registration Date
Bra ids RX	85428350	9/21/2011	4411560	10/1/2013
California's Best	87679793	11/10/2017	-	-
Eco Style	87147581	8/3/2014	5161140	3/14/2017
Ecostar	74614134	12/22/1994	2014350	11/5/1996
Ecostyler	75096262	4/9/1996	2556230	4/2/2002
EL PATRÓN	86113468	11/8/2013	4744513	5/26/2016
Equipo Latino	85977510	6/28/2011	4247533	11/20/2012
Hard Candy	88692920	11/14/2019	-	-
Hip Grip	75607938	12/18/1998	2373927	8/1/2000
Infuse 'N Curl	85824498	1/16/2013	4932740	4/5/2016

K Oyl	85621524	5/10/2012	4564697	7/8/2014
Krew Comb	73681601	8/31/1987	1482968	4/5/1998
Master Well Comb	85834910	1/29/2013	4619409	10/14/2014
Melanin Booster	88828029	3/10/2020	-	-
Pinhead	85299737	4/20/2011	4137882	5/8/2011
Talyoni	88192406	11/13/2018	-	-
True	75328558	7/22/1997	2309659	1/18/2000
Vassi	76614355	10/04/2001	3019448	11/29/2005
	76698944	8/13/2009	3994133	7/12/2011
	75571072	10/19/1998	2298086	12/7/1999
	88802515	2/19/2020	-	-
	88802433	2/19/2020	-	-
	88784835	2/4/2020	6085883	6/23/2020

International Trademarks and Trademark Applications					
Trademark	Jurisdiction	Serial Number	Filing Date	Registration No.	Registration Date
Eco Style	Angola	59055	2/8/2019	-	-
Eco Style	Australia	1991241	2/21/2019	1991241	2/21/2019
Eco Style	Chile	1320422	4/11/2019	1320422	8/6/2019
Eco Style	Ghana	3939/2019	2/22/2019	-	-
Eco Style	Kenya	99312	10/10/2017	-	-
Eco Style	Mexico	2345050	3/17/2020		
Eco Style	Mozambique	34660/2017	10/10/2017	34660	3/28/2018
Eco Style	Nigeria	2017/120381	10/10/2017	-	-
Eco Style	South Africa	2017/29211	10/9/2017		
Eco Style	Tanzania	N/A	1/10/2019	TZ/T/2019/113	1/10/2019
Ecoco	Canada	1,178,540	5/21/2003	TMA 740,358	5/19/2009
Ecoco	Mexico	603376	5/30/2003		
Ecostyler	Angola	59097	2/8/2019	-	-
Ecostyler	Canada	1,178,541	5/21/2003	TMA 672,538	9/12/2006
Ecostyler	China	6830734	7/9/2008	6830734	4/21/2010
Ecostyler	Mexico	603377	5/30/2003	833557	4/28/2004
Ecostyler	Thailand	700154	6/26/2008	TM306198	10/29/2009
El Patron	China	18374600	11/19/2015	18374600	12/28/2016
El Patron	Mexico	1763993	6/24/2016	-	-
Equipo Latino	Mexico	1193750	7/12/11	1257370	12/9/2011
Pinhead	Canada	1,526,139	4/28/2011	TMA856,213	7/25/2013
Pinhead	European Union (Community)	009933128	5/2/2011	009933128	9/14/2011
Pinhead	Mexico	1174162	4/28/2011	1234561	8/23/2011
True	Brazil	820348996	10/31/1997	820348996	3/1/2011
True	European Union (Community)	660233	10/23/1997	660233	7/9/2001
	Angola	63430	2/14/2020	-	-

					
	Kenya	110997	2/12/2020	-	-
	Mozambique	40068/2020	2/7/2020	40068	2/7/2020
	Nigeria	F/TM/O/2020/1 6 7838	2/7/2020	-	-
	Canada	1,509,089	12/16/2010	TMA 944,354	7/27/2016
	European Union (Community)	009242751	7/13/2010	12/24/2010	00924275 1
	Mexico	1139152	12/2/2010	1211674	4/13/2011
	Vietnam	4-2010- 03217	2/22/2010	165178	6/8/2011
[Spike Logo with Face]	Canada	1,509,090	12/16/201 0	TMA944,36 2	7/27/2016

[Spike Logo with Face]	European Union (Community)	009242686	7/13/2010	00924686	12/24/2010
[Spike Logo with Face]	Mexico	1139151	12/2/1010	1211673	4/13/2011
[Spike Logo with Face]	Vietnam	4-2010-03218	2/22/2010	165179	6/8/2011

Domains

Domain Name	Registrar	Expiration Date
www.ecocoinc.com	GoDaddy.com, LLC	3/18/2025
www.ecocobeauty.com	GoDaddy.com, LLC	3/20/2021
www.ecocousa.com	Squarespace	01/29/2021
www.ecocojaxllc.com	GoDaddy.com, LLC	6/19/2023
www.talyoni.com	1&1 Ionos SE	3/21/2021
www.elpatronusa.com	GoDaddy.com, LLC	5/24/2022
www.masterwellcomb.com	GoDaddy.com, LLC	4/7/2022
www.master1935.com	Squarespace	1/02/2021
www.ecocoinc.net	1&1 Ionos SE	3/22/2021
www.ecoprossystem.com	GoDaddy.com, LLC	4/18/2022
www.odedbeauty.com	GoDaddy.com, LLC	1/11/2021
www.elpatronmensgrooming.com	Squarespace	6/25/2023

Social Media Accounts.

1. Facebook - @ecocobeauty
2. Instagram - @ecocobeauty
3. Pinterest - @ecocobeauty
4. Twitter - @ecocobeauty
5. Youtube - @ecocobeauty
6. Instagram - @talyoniusa
7. Vimeo.com/talyoni
8. Instagram - @elpatronusa
9. Pinterest - @elpatronusa
10. Tik Tok – @ecocobeauty