

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM719243

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IGK LLC		03/25/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	LUXURY BRAND PARTNERS, LLC		
Street Address:	3800 NE 1st Ave.		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33137		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 45			
Property Type	Number	Word Mark	
Serial Number:	90489097	COLOR BY IGK	
Serial Number:	90055965	IGK	
Serial Number:	87778492	BAD & BOUGIE	
Serial Number:	87665941	CRYBABY	
Serial Number:	87109197	TRUST ISSUES	
Serial Number:	87678297	GOOD BEHAVIOR	
Serial Number:	87681927	EXPENSIVE	
Serial Number:	87633424	FIRST CLASS	
Serial Number:	87593387	NO MORE BLOW	
Serial Number:	87574278	BLOCKED	
Serial Number:	87567970	FOAMO	
Serial Number:	87514370	SWIPE UP	
Serial Number:	87468598	THIRSTY GIRL	
Serial Number:	87449295	PREPARTY	
Serial Number:	87434992	MIXED FEELINGS	
Serial Number:	87430292	DIRECT FLIGHT	
Serial Number:	87390581	DIRECT FLIGHT	
Serial Number:	87383534	NO BORING HAIR. EVER.	
Serial Number:	87325422	GIRLS CLUB	

CH \$1140.00 90489097

Property Type	Number	Word Mark
Serial Number:	87216323	TRUST FUND
Serial Number:	87193491	SOLD OUT
Serial Number:	87171220	BEACH CLUB
Serial Number:	87171199	MISTRESS
Serial Number:	87171168	30,000 FEET
Serial Number:	87167776	1995
Serial Number:	87133180	LOW KEY
Serial Number:	87129131	SPEECHLESS
Serial Number:	87129112	PRENUP
Serial Number:	87043424	THE NEW GENERATION OF HAIR CARE
Serial Number:	86820845	HOT GIRLS
Serial Number:	86776585	RICH KID
Serial Number:	86776561	JET LAG
Serial Number:	86372362	IGK
Serial Number:	86372366	IGK
Serial Number:	86776598	SMOKE & MIRRORS
Serial Number:	86867986	LAID-BACK
Serial Number:	86821488	SUNDAY FUNDAY
Serial Number:	86787380	CAR SERVICE
Serial Number:	86783116	SUTRO
Serial Number:	86783085	INSTAFAMOUS
Serial Number:	86783077	AMARO
Serial Number:	86783052	CALL TIME
Serial Number:	86776638	INTERN
Serial Number:	86776572	BROKEN DREAMS
Serial Number:	86776489	DOWN & OUT

CORRESPONDENCE DATA

Fax Number: 7137547550

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: 7133743550

Email: sheffieldl@gtlaw.com

Correspondent Name: Lucresha M. Sheffield, Paralegal

Address Line 1: 1000 Louisiana Street

Address Line 2: Suite 1700

Address Line 4: Houston, TEXAS 77002

ATTORNEY DOCKET NUMBER: 157343-010000

NAME OF SUBMITTER: Lucresha M. Sheffield

SIGNATURE:	/Lucresha M. Sheffield/
DATE SIGNED:	04/06/2022
Total Attachments: 9 source=LBP - Trademark and Copyright Security Agreement (IGK LLC) (Executed)_156262648_1#page1.tif source=LBP - Trademark and Copyright Security Agreement (IGK LLC) (Executed)_156262648_1#page2.tif source=LBP - Trademark and Copyright Security Agreement (IGK LLC) (Executed)_156262648_1#page3.tif source=LBP - Trademark and Copyright Security Agreement (IGK LLC) (Executed)_156262648_1#page4.tif source=LBP - Trademark and Copyright Security Agreement (IGK LLC) (Executed)_156262648_1#page5.tif source=LBP - Trademark and Copyright Security Agreement (IGK LLC) (Executed)_156262648_1#page6.tif source=LBP - Trademark and Copyright Security Agreement (IGK LLC) (Executed)_156262648_1#page7.tif source=LBP - Trademark and Copyright Security Agreement (IGK LLC) (Executed)_156262648_1#page8.tif source=LBP - Trademark and Copyright Security Agreement (IGK LLC) (Executed)_156262648_1#page9.tif	

TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (this “Agreement”), dated as of March 25, 2022, by **IGK LLC**, a Delaware limited liability company (the “Grantor”), in favor of **LUXURY BRAND PARTNERS, LLC**, a Delaware limited liability company (the “Lender”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Third Amended and Restated Secured Promissory Note, dated as of March 12, 2021, by Grantor in favor of Lender, as amended, restated, supplemented, modified or extended from time to time (the “Intercompany Note”), Lender has made certain loans available to Grantor;

WHEREAS, under the terms of the Intercompany Note, the Grantor has granted to the Lender, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed as a condition thereof to execute this Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities as applicable;

WHEREAS, pursuant to the Intercompany Note, the Grantor is required to execute and deliver to the Lender, as secured party, 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, the Grantor hereby agrees as follows:

1. DEFINED TERMS. Unless otherwise noted, all capitalized terms used but not otherwise defined herein (including in the Recitals and Preamble) have the meanings given to them in the Intercompany Note, and this Agreement shall be subject to the rules of construction set forth in the Intercompany Note, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK AND COPYRIGHT COLLATERAL. To secure the payment and performance of the Obligations under the Intercompany Note, the Grantor hereby grants to the Lender a security interest in all of its rights, title and interests in, to and under the following, whether now owned or presently existing or hereafter created or acquired (collectively, the “Trademark and Copyright Collateral”):

(a) all trademarks, service marks, trade dress, trade names, corporate names, company names, business names, fictitious business names, trade styles, logos, slogans, URLs, domain names and other source or business identifiers or indicia of source, whether registered or unregistered and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether statutory or common law and whether registered or applied for in the United States Patent and Trademark Office (USPTO) or in any similar office or agency of the United States, any state or territory thereof or any foreign jurisdiction or any

political subdivision thereof (collectively, the “Trademark”), including, without limitation, each Trademark registration and application listed on Schedule 1 annexed hereto;

(b) all copyrights, copyright applications and like protections in each work of authorship or derivative work thereof of the Grantor, whether registered or unregistered, whether published or unpublished, together with any goodwill of the business connected with, and symbolized by (collectively, the “Copyright”), including, without limitation, each Copyright registration and application listed on Schedule 2 annexed hereto;

(c) all renewals or extensions of the foregoing; and

(d) all products and proceeds of the foregoing, including any claim by the Grantor against third parties for past, present or future infringement of any Trademark or Copyright, including any Trademark or Copyright exclusively licensed under any written agreement, now or hereafter in effect, including the right to receive damages, or the right to receive license fees, royalties, and other compensation under any such agreement.

provided, however, that this Agreement shall not operate as a grant of security interest or other assignment to the Lender of any Trademark Collateral if and to the extent that the grant of a security interest therein would result in the voiding, unenforceability or invalidity of such Trademark Collateral (including any “intent-to-use” U.S. trademark application until such time, if any, as an amendment to allege use or statement of use is filed under 15 U.S.C. Sec. 1051(c) or 15 U.S.C. Sec. 1051(d) (provided that it has not been deemed to not be in conformity with 15 U.S.C. Sec. 1051(a)), it being understood that for purposes of this Agreement and the other Loan Documents, no security interest granted to Lender on any “intent-to-use” trademark application is intended to be a present assignment thereof), provided, however, that the foregoing shall cease to be excluded from the Trademark Collateral at such time as the granting of such security interest therein would no longer result in the voiding, unenforceability or invalidity of such Trademark Collateral.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with and in addition to the security interests granted to the Lender pursuant to the Intercompany Note. The Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral and Copyright Collateral made and granted hereby are more fully set forth in the Intercompany Note, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Agreement and the Intercompany Note, the Intercompany Note shall control.

4. REPRESENTATIONS AND WARRANTIES. The Grantor hereby represents and warrants that the Trademark registrations and applications listed on Schedule I attached hereto constitute all U.S. federally registered trademarks or trademark applications owned by or pending in the name of the Grantor as of the date of this Agreement, and that the Copyright registrations and applications listed on Schedule II attached hereto constitute all U.S. federally registered copyrights or copyright applications owned by or pending in the name of the Grantor as of the date of this Agreement.

5. COUNTERPARTS. This Agreement (and any amendments, waivers, consents, or supplements hereto) may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (i.e., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

6. GOVERNING LAW, JURISDICTION AND WAIVER OF JURY TRIAL. THIS AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING GOVERNING LAW, JURISDICTION AND WAIVER OF JURY TRIAL SET FORTH IN THE INTERCOMPANY NOTE, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[Remainder of page intentionally left blank; signature page follows.]

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

GRANTOR:

IGK LLC

By: David Hecht

Name: David Hecht

Title: Chief Financial Officer

[Signature Page to Trademark and Copyright Security Agreement]

TRADEMARK
REEL: 007682 FRAME: 0638

ACCEPTED AND ACKNOWLEDGED BY:

LUXURY BRAND PARTNERS, LLC
as Lender

By: Nancy Bernardini
Name: Nancy Bernardini
Title: Chief Operating Officer

[Signature Page to Trademark and Copyright Security Agreement]

SCHEDULE I
TRADEMARK

Owner's Name	Serial Number	Registration Number	Mark	Filing Date	Registration Date	Status
IGK LLC	90489097		Color By IGK	January 26, 2021		IB
IGK LLC	90055965	6276634	IGK	July 16, 2020	February 23, 2021	IA
IGK LLC	87778492	6283492	Bad & Bougie	January 31, 2018	March 2, 2021	IA
IGK LLC	87665941	5704339	Crybaby	October 31, 2017	March 19, 2019	IA
IGK LLC	87109197	5670826	Trust Issues	July 19, 2016	February 5, 2019	IA
IGK LLC	87678297	5644994	Good Behavior	November 9, 2017	January 1, 2019	IA
IGK LLC	87681927	5497365	Expensive	November 13, 2017	June 19, 2018	IA
IGK LLC	87633424	5471702	First Class	October 4, 2017	May 15, 2018	IA
IGK LLC	87593387	5547348	No More Blow	September 1, 2017	August 21, 2018	IA
IGK LLC	87574278	5547318	Blocked	August 18, 2017	August 21, 2018	IA
IGK LLC	87567970	5547300	FOAMO	August 14, 2017	August 21, 2018	IA
IGK LLC	87514370	5482571	SWIPE UP	July 3, 2017	May 29, 2018	IA
IGK LLC	87468598	5482492	THIRSTY GIRL	May 30, 2017	May 29, 2018	IA
IGK LLC	87449295	5499196	PREPARTY	May 15, 2017	June 19, 2018	IA
IGK LLC	87434992	5504433	MIXED FEELINGS	May 3, 2017	June 26, 2018	IA

IGK LLC	87430292	5460520	DIRECT FLIGHT	April 28, 2017	May 1, 2018	1A
IGK LLC	87390581	5460417	DIRECT FLIGHT	March 29, 2017	May 1, 2018	1A
IGK LLC	87383534	5498929	NO BORING HAIR. EVER.	March 23, 2017	June 19, 2018	1A
IGK LLC	87325422	5429637	GIRLS CLUB	February 6, 2017	March 20, 2018	1A
IGK LLC	87216323	5186608	TRUST FUND	October 26, 2016	April 18, 2017	1A
IGK LLC	87193491	5282720	SOLD OUT	October 5, 2016	September 5, 2017	1A
IGK LLC	87171220	5284061	BEACH CLUB	September 14, 2016	September 12, 2017	1A
IGK LLC	87171199	5186235	MISTRESS	September 14, 2016	April 18, 2017	1A
IGK LLC	87171168	5186233	30,000 FEET	September 14, 2016	April 18, 2017	1A
IGK LLC	87167776	5298008	1995	September 12, 2016	September 26, 2017	1A
IGK LLC	87133180	5325162	LOW KEY	August 10, 2016	October 31, 2017	1A
IGK LLC	87129131	5173207	SPEECHLESS	August 5, 2016	March 28, 2017	1A
IGK LLC	87129112	5247718	PRENUP	August 5, 2016	July 18, 2017	1A
IGK LLC	87043424	5183396	THE NEW GENERATION OF HAIR CARE	May 19, 2016	April 11, 2017	1A
IGK LLC	86820845	5083616	HOT GIRLS	November 16, 2015	November 15, 2016	1A
IGK LLC	86776585	5088061	RICH KID	October 2, 2015	November 22, 2016	1A
IGK LLC	86776561	5088059	JET LAG	October 2, 2015	November 22, 2016	1A

IGK LLC	86372362	4757637	IGK	August 20, 2014	June 16, 2015	1A
IGK LLC	86372366	4761922	IGK	August 20, 2014	June 23, 2015	1A
IGK LLC	86776598	5088062	SMOKE & MIRRORS	October 2, 2015	November 22, 2016	1A
IGK LLC	86867986	5088298	LAID-BACK	January 7, 2016	November 22, 2016	1A
IGK LLC	86821488	5088193	SUNDAY FUNDAY	November 16, 2015	November 22, 2016	1A
IGK LLC	86787380	5088099	CAR SERVICE	October 14, 2015	November 22, 2016	1A
IGK LLC	86783116	5088088	SUTRO	October 9, 2015	November 22, 2016	1A
IGK LLC	86783085	5088087	INSTAFAMOUS	October 9, 2015	November 22, 2016	1A
IGK LLC	86783077	5092610	AMARO	October 9, 2015	November 29, 2016	1A
IGK LLC	86783052	5088086	CALL TIME	October 9, 2015	November 22, 2016	1A
IGK LLC	86776638	5088063	INTERN	October 2, 2015	November 22, 2016	1A
IGK LLC	86776572	5088060	BROKEN DREAMS	October 2, 2015	November 22, 2016	1A
IGK LLC	86776489	5120615	DOWN & OUT	October 2, 2015	January 10, 2017	1A

SCHEDULE II
COPYRIGHT

Owner's Name	Registration Number	Title	Filing Date	Type
IGK LLC	VAu001382368	1-800-HOLD-ME No-Crunch Flexible Hold Hari Spray	November 6, 2019	Visual Material
IGK LLC	VAu001382365	Antisocial Overnight Bond-Building Dry Hari Mask	November 6, 2019	Visual Material
IGK LLC	VAu001382361	Bad & Bougie Amla Oil Deep Repair Conditioner	November 6, 2019	Visual Material
IGK LLC	VAu001382408	Bad & Bougie Amla Oil Deep Repair Shampoo	November 6, 2019	Visual Material
IGK LLC	VAu001382407	Cry Baby Anti Frizz Smoothing Serum	November 6, 2019	Visual Material
IGK LLC	VAu001382412	Good Behavior Spirulina Protein Smoothing Spray	November 6, 2019	Visual Material
IGK LLC	VA0002080671	Group Registration of Published Photographs, IGK Website Collection 1, 7/12/2016 (21 Photos)	March 22, 2017	Visual Material
IGK LLC	VAu001398647	House Party Hair + Body Glitter Stick - Disco	February 7, 2020	Visual Material
IGK LLC	VAu001382409	House Party Hair + Body Glitter Stick - Electro	November 6, 2019	Visual Material
IGK LLC	VAu001382410	Mixed Feelings Leave-In Blonde Toning Drops	November 6, 2019	Visual Material
IGK LLC	VAu001382413	Mixed Feelings Leave-In Brunette Toning Drops	November 6, 2019	Visual Material
IGK LLC	VAu001399050	Trust Issues Instant Scalp Rebalancing	February 7, 2020	Visual Material