

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JULEP BEAUTY, INC.		11/15/2013	CORPORATION: WASHINGTON

RECEIVING PARTY DATA

Name:	TRIPLEPOINT CAPITAL LLC
Street Address:	2755 SAND HILL ROAD, SUITE 150
City:	MENLO PARK
State/Country:	CALIFORNIA
Postal Code:	94025
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3565364	JULEP NAIL PARLOR
Registration Number:	3751739	JULEP NAIL PARLOR
Serial Number:	85297832	JULEP
Serial Number:	86075665	JULEP
Serial Number:	86075654	JULEP
Serial Number:	86092791	EVERY COLOR OF YOU

CORRESPONDENCE DATA

Fax Number: 4155911400
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: (415) 591-1000
 Email: tsien@winston.com
 Correspondent Name: Ted Sien
 Address Line 1: 101 California Street, Suite 3900
 Address Line 2: Winston & Strawn LLP
 Address Line 4: San Francisco, CALIFORNIA 94111

CH \$165.00 3565364

ATTORNEY DOCKET NUMBER:	250121.1 (JULEP)
NAME OF SUBMITTER:	LOREN KESSLER HIGGINS, ESQ.
Signature:	/LOREN KESSLER HIGGINS, ESQ./
Date:	11/19/2013
Total Attachments: 7 source=Julep_IP Security Agreement_11 15 13#page1.tif source=Julep_IP Security Agreement_11 15 13#page2.tif source=Julep_IP Security Agreement_11 15 13#page3.tif source=Julep_IP Security Agreement_11 15 13#page4.tif source=Julep_IP Security Agreement_11 15 13#page5.tif source=Julep_IP Security Agreement_11 15 13#page6.tif source=Julep_IP Security Agreement_11 15 13#page7.tif	



PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is a Plain English Intellectual Property Security Agreement dated as of November 15, 2013 by and between TRIPLEPOINT CAPITAL LLC, a Delaware limited liability company and JULEP BEAUTY, INC., a Washington corporation.

The words "We", "Us", or "Our", refer to the grantee, which is TriplePoint Capital LLC. The words "You" or "Your" refers to the grantor, which is JULEP BEAUTY, INC., and not any individual. The words "the Parties" refers to both TRIPLEPOINT CAPITAL LLC and JULEP BEAUTY, INC.

The Parties have entered into a Plain English Growth Capital Loan and Security Agreement dated as of November 15, 2013 (together with amendments, supplements, extensions and exhibits, collectively the "Loan Agreement"). Pursuant to the Loan Agreement, You have granted to Us a lien on and a security interest in all the present and future rights, title, and interest that You may now have or hereafter acquire in all Patents, Trademarks, Copyrights, and applications for Patents, Trademarks and Copyrights.

In consideration for the mutual covenants and agreements contained in the Loan Agreement and this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. GRANT OF SECURITY INTEREST

You grant to Us a lien upon and continuing security interest in all of Your right, title, and interest in, to and under all of the following (all of the following items of property collectively will be referred to as the "Intellectual Property Collateral"), whether now existing or hereafter arising or acquired:

- ⇒ all Patents and Patent applications, including specifically those listed on the attached **Schedule A**, together with any reissues, divisions, continuations, renewals, extensions and continuations thereof;
- ⇒ all Trademarks and trademark applications, including specifically those listed on the attached **Schedule B** together with any renewals thereof;
- ⇒ all Copyrights and applications for Copyrights, including specifically those listed on the attached **Schedule C**;
- ⇒ the right to sue for past, present and future infringements of the foregoing and all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof; and
- ⇒ all Proceeds.

You represent and warrant to Us as of the date hereof that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which You have registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

2. LOAN AGREEMENT

This security interest is granted to secure the Secured Obligations, under the Loan Agreement. All the capitalized terms used but not otherwise defined are used in this Agreement with the same meaning as defined in the Loan Agreement.

3. OUR RIGHT TO SUE

During the existence of an Event of Default, subject to the terms of the Loan Agreement, We shall have the right, but shall in no way be obligated, to bring suit in Our own name to enforce Your rights in the Intellectual Property Collateral. If We commence any such suit, You shall, at Our request, do all lawful acts and execute and deliver all proper documents or information that may be necessary or desirable to aid Us in such enforcement. You shall promptly, upon demand, reimburse and indemnify Us for all of Our costs and expenses, including reasonable attorney's fees, related to Our exercise of the above mentioned rights.

Notwithstanding anything in this Agreement, if there is a conflict between any intercreditor agreement or subordination agreement and this Agreement, the terms of the intercreditor agreement or subordination agreement shall control.

4. FURTHER ASSURANCES

You will from time to time execute, deliver and file, alone or with Us, any security agreements, or other documents to perfect and give priority to Our lien on the Intellectual Property Collateral. You will from time to time obtain any instruments or documents as We may request, and take all further action that may be reasonably necessary or desirable, or that We may reasonably request, to carry out more effectively the provisions and purposes of this Agreement or any other related agreements or to confirm, perfect, preserve and protect the liens granted to Us.

5. MODIFICATION

This Agreement can only be altered, amended or modified in a writing signed by the Parties. Notwithstanding the foregoing however, You hereby irrevocably appoint Us (and any of Our designated officers, agents or employees) as Your true and lawful attorney to modify, in Our sole discretion, this Agreement without first obtaining Your approval of or signature to such modification by amending Schedules A, B, and C to this Agreement, as appropriate, to include reference to any right, title or interest in any Intellectual Property Collateral acquired by You before or after the execution hereof or to delete any reference to any right, title or interest in any Intellectual Property Collateral in which You no longer have or claim to have any right, title or interest. The appointment of Us as Your attorney in fact, and each and every one of Our rights and powers, being coupled with an interest, is irrevocable until all of the Secured Obligations (other than inchoate indemnity obligations) have been fully repaid and performed and Our obligation to provide credit extensions to You is terminated.

6. BINDING EFFECT; REMEDIES NOT EXCLUSIVE; TERMINATION

This Agreement shall be binding upon You and Your respective successors and assigns, and shall inure to the benefit of Us, and Our nominees and assigns.

Our rights and remedies with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Us as a matter of law or equity. Each of Our rights, powers and remedies provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Us of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Us, of any or all other rights, powers or remedies.

This Agreement shall terminate in accordance with Section 20, Paragraph "Continuation of Security Interest" of the Loan Agreement.

7. GOVERNING LAW; COUNTERPARTS

This Agreement shall be deemed made and accepted in and shall be governed by and construed in accordance with the laws of the State of California.

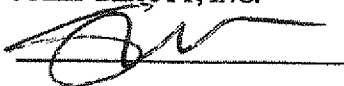
This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

(Signature Page to Follow)

IN WITNESS WHEREOF, You have duly executed this Agreement as of the date first set forth above.

You: **JULEP BEAUTY, INC.**

Signature:



Print Name: Spencer Lee

Title: Chief Financial Officer

[SIGNATURE PAGE TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT]

SCHEDULE A

**To Plain English Intellectual Property Security Agreement
Between Julep Beauty, Inc., as You (Grantor)
and TriplePoint Capital LLC, as Us (Grantee)**

PATENTS AND PATENT APPLICATIONS

PATENTS/PATENT APPLICATION

Patent Name	Status and Date Issued/Filed	Patent Number
Nail Polish Applicator Having Detachable Brush Head and Systems and Kits Based thereon	August 13, 2012	61/682,692
Nail Polish Applicator Having Detachable Brush Head and Systems and Kits Based thereon	August 13, 2012	PCT/US13/54782

SCHEDULE B

**To Plain English Intellectual Property Security Agreement
Between Julep Beauty, Inc., as You (Grantor)
and TriplePoint Capital LLC, as Us (Grantee)**

TRADEMARKS AND TRADEMARK APPLICATIONS

TRADEMARKS/TRADEMARK APPLICATIONS

Name	Date Filed or Issued	Serial Number
JULEP NAIL PARLOR	January 20, 2009	3565364
JULEP NAIL PARLOR	February 23, 2010	3751739
JULEP	April 18, 2011	85297832
JULEP AND DESIGN	September 26, 2013	86075665
JULEP	September 26, 2013	86075654
EVERY COLOR OF YOU	October 16, 2013	<u>86092791</u>

SCHEDULE C
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT
Between Julep Beauty, Inc., as You (Grantor)
And TriplePoint Capital LLC, as Us (Grantee)

None.