

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM313536

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LuLu's Fashion Lounge, Inc.		07/25/2014	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Abacus Finance Group, LLC, as Agent		
Street Address:	6 East 43rd Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3743618	LULUS.COM	
Registration Number:	3743619	LULU'S	
Serial Number:	86245622	LULU'S	
Serial Number:	86245630	LULU'S	
CORRESPONDENCE DATA			
Fax Number:	6175744112		
<i>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.</i>			
Phone:	617-574-3518		
Email:	SMORDAS@GOULSTONSTORRS.COM		
Correspondent Name:	Stacey Mordas		
Address Line 1:	400 Atlantic Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02110-3333		
NAME OF SUBMITTER:	Stacey Mordas		
SIGNATURE:	/s/ Stacey A. Mordas		
DATE SIGNED:	08/11/2014		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of July 25, 2014, is made by LuLu’s Fashion Lounge, Inc., a California corporation (the “Grantor”), in favor of Abacus Finance Group, LLC, in its capacity as administrative agent for the Lenders party to the Credit Agreement referred to below (in such capacity, the “Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among LuLu’s Acquisition, Inc., a Delaware corporation (the “Borrower”), Agent and the Lenders party thereto (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), the Secured Parties have severally agreed to extend credit to the Borrower under the Credit Agreement;

WHEREAS, in connection with the Credit Agreement, Grantor, the other Loan Parties and Agent are entering into that certain Guarantee and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”); and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for the ratable benefit of the Secured Parties, 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 Collateral Agreement or, if not otherwise defined in the Collateral Agreement, the Credit Agreement.

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

2.1. all of its Trademarks, including those referred to on Schedule I hereto, excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

2.2. all extensions and renewals of the foregoing;

2.3. all goodwill connected with the use of, and symbolized by, each such Trademark;

2.4. all rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

2.5. any and all royalties, fees, income, payments, products and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

2.6. any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement,

dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for the ratable benefit of the Secured Parties, pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between the provisions of this Agreement and the Collateral Agreement, the Collateral Agreement shall control. This Agreement shall constitute a Collateral Document and a Loan Document (as such terms are defined in the Credit Agreement).

4. AMENDMENTS IN WRITING. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except by an instrument in writing signed by the Agent and the Grantor.

5. GOVERNING LAW. This Agreement and the rights and obligations of the parties hereto shall be governed by the internal laws of the State of New York applicable to contracts made and to be performed entirely within such state, without regard to conflict of laws principles.


6. COUNTERPARTS. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt by telecopy or other electronic transmission (including "PDF") of any executed signature page to this Agreement shall constitute effective delivery of such signature page.

[Remainder of this page intentionally left blank]

The undersigned has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

LULU'S FASHION LOUNGE, INC.

By: 
Name: Colleen Winter
Title: President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT (ABACUS/LULU'S 2014)]

TRADEMARK
REEL: 005340 FRAME: 0706

ADMINISTRATIVE AGENT:

ABACUS FINANCE GROUP, LLC,
as Administrative Agent

By: _____

Name: Tim Clifford

President: President and CEO

**SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS

Grantor	Jurisdiction	Trademark	Class No.	Registration Number	Registration Date
Lulu's Fashion Lounge, Inc.	Federal	LULUS.COM	Cl. 35	3,743,618	02/02/10
Lulu's Fashion Lounge, Inc.	Federal	LULU'S	Cl. 35	3,743,619	02/02/10
Lulu's Fashion Lounge, Inc.	California	LULU'S	Cl. 35	059260	06/01/04
Lulu's Fashion Lounge, Inc.	California	LULU'S	Cl. 25	110233	07/19/04

TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Format</u>	<u>Jurisdiction</u>	<u>Class No.</u>	<u>App. No.</u>	<u>App. Date</u>
LULU'S	Standard Character	Federal	Cl. 25	86/245,622	04/08/14
LULU'S	Stylized/ Design	Federal	Cl. 25	86/245,630	04/08/14