

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM341372

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| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | INTELLECTUAL PROPERTY SECURITY AGREEMENT | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| DOLLAR SHAVE CLUB, INC. | | 05/11/2015 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | COMERICA BANK | | |
| Street Address: | 39200 Six Mile Road | | |
| Internal Address: | M/C 7578 | | |
| City: | Livonia | | |
| State/Country: | MICHIGAN | | |
| Postal Code: | 48152 | | |
| Entity Type: | Texas Banking Association: TEXAS | | |
| PROPERTY NUMBERS Total: 44 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 86504935 | THE 4X | |
| Serial Number: | 86565577 | BOOGIE'S CASUAL HAIR CLAY | |
| Serial Number: | 86565547 | DR. CARVER'S MANDATORY PREP SCRUB | |
| Serial Number: | 86565533 | DR. CARVER'S PILLOWY SHAVE CREAM | |
| Serial Number: | 86504931 | THE EXECUTIVE | |
| Serial Number: | 86132656 | BUILD A SMARTER BATHROOM | |
| Serial Number: | 86132636 | BUILD A BETTER BATHROOM | |
| Serial Number: | 86129276 | BIG CLOUD | |
| Serial Number: | 86085691 | LITTLE BIG CLOUD | |
| Serial Number: | 86565668 | BOOGIE'S PACIFIC POMADE | |
| Serial Number: | 86565621 | WANDERER | |
| Serial Number: | 86565615 | BIG CLOUD SAFE PASSAGE SUNBLOCK | |
| Serial Number: | 86565607 | BOOGIE'S SMART HAIR PASTE | |
| Serial Number: | 86565601 | BIG CLOUD DAILY FACE MOISTURIZER WITH SP | |
| Serial Number: | 86565592 | BOOGIE'S BOLD HAIR GEL | |
| Serial Number: | 86565588 | BOOGIE'S DREAM HAIR CREAM | |
| Serial Number: | 86565566 | BOOGIE'S TRUE HAIR FIBER | |
| Serial Number: | 86417325 | DR. CARVER'S MAGNANIMOUS POST SHAVE | |

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| Property Type | Number | Word Mark |
|----------------------|----------|---|
| Serial Number: | 86417324 | MAGNANIMOUS POST SHAVE |
| Serial Number: | 86417322 | DR. CARVER'S MIRACLE REPAIR SERUM |
| Serial Number: | 86417318 | MIRACLE REPAIR SERUM |
| Serial Number: | 86190530 | THE ERA OF PEACEFUL SHAVING IS UPON US |
| Serial Number: | 86551425 | HAIRANTEE |
| Serial Number: | 86192287 | LIFE MAKES YOU DIRTY. SHOWERS OPTIONAL. |
| Serial Number: | 86190523 | A BETTER LIFE THROUGH A BETTER BATHROOM |
| Serial Number: | 86504927 | THE HUMBLE TWIN |
| Serial Number: | 86180314 | CHANGE YOUR BLADE EACH WEEK |
| Serial Number: | 86070221 | CLEAN SNAP |
| Serial Number: | 86326178 | A LITTLE PIECE OF HOME ON THE ROAD |
| Serial Number: | 86326169 | SHAVE WITH A FRESH BLADE EVERY WEEK |
| Serial Number: | 86326162 | CHANGE YOUR BLADES EVERY WEEK |
| Serial Number: | 86132928 | SMARTER BATHROOM |
| Serial Number: | 86132739 | BETTER BATHROOM |
| Serial Number: | 85847447 | DSC |
| Serial Number: | 85692371 | DOLLAR SHAVE CLUB |
| Serial Number: | 85942741 | SHAVE BETTER, SHAVE BUTTER |
| Serial Number: | 85943170 | DR. CARVER'S |
| Serial Number: | 85942743 | EASY SHAVE BUTTER |
| Registration Number: | 4638020 | DSC |
| Registration Number: | 4622077 | DR. CARVER'S |
| Registration Number: | 4561032 | ONE WIPE CHARLIES |
| Registration Number: | 4548615 | DR. CARVER'S EASY SHAVE BUTTER |
| Registration Number: | 4198532 | SHAVE TIME. SHAVE MONEY. |
| Registration Number: | 4201669 | DOLLAR SHAVE CLUB |

CORRESPONDENCE DATA

Fax Number: 9497200182

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: 949-224-6263

Email: Trademark@Buchalter.com

Correspondent Name: Deena Hochmuth

Address Line 1: 18400 Von Karman Ave., Suite 800

Address Line 4: Irvine, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER: I0113-0201

NAME OF SUBMITTER: Deena Hochmuth

SIGNATURE: /Deena Hochmuth/

| | |
|---------------------|------------|
| DATE SIGNED: | 05/14/2015 |
|---------------------|------------|

Total Attachments: 5
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of May 11, 2015 by and between COMERICA BANK ("Bank") and DOLLAR SHAVE CLUB, INC., a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain [Loan and Security Agreement] by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, including without limitation by that certain First Amendment to Loan and Security Agreement dated as of March 13, 2013, that certain Second Amendment to Loan and Security Agreement dated as of October 18, 2013, that certain Third Amendment to Loan and Security Agreement dated as of April 10, 2014, that certain Fourth Amendment to Loan and Security Agreement dated as of December 8, 2014, that certain Fifth Amendment to Loan and Security Agreement dated as of May 11, 2015, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank 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 Bank as a matter of law or equity. Each right, power and remedy of Bank 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 Bank 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 Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

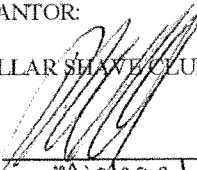
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

513 Boccaccio Ave.
Venice, CA 90291
Attn: Chief Financial Officer

GRANTOR:

DOLLAR SHAVE CLUB, INC.

By: 
Name: Michael Dubin
Title: CEO

Address of Bank:

Comerica Bank
M/C 7578
39200 Six Mile Rd.
Livonia, MI 48152
Attn: National Documentation Services

BANK:

COMERICA BANK

By: 
Name: Dennis Rapoport
Title: SVP

With a copy to:

Comerica Bank
250 Lytton Ave., 3rd Floor
Palo Alto, CA 94301
Attn: Dennis Rapoport
FAX: (650) 462-6049

EXHIBIT A

Copyrights

| <u>Description</u> | <u>Registration Number</u> | <u>Registration Date</u> |
|----------------------------|--------------------------------|------------------------------|
| Dollar Shave Club Video #1 | PA0001845063 | 2013-06-13 |
| Dollar Shave Club Video #2 | PA0001845125 | 2013-06-13 |
| Dollar Shave Club Video #3 | PA0001925576 | 2014-12-19 |
| Dollar Shave Club Video #4 | PA0001925579 | 2014-12-19 |
| Dollar Shave Club Video #5 | PA0001925570 | 2014-12-19 |
| Dollar Shave Club Video #6 | PA0001925575 | 2014-12-19 |

EXHIBIT B

Patents

Description
None

Registration/
Application/
Number

Registration/
Application/
Date

EXHIBIT C

Trademarks

| <u>Description</u> | <u>Registration/ Application Number</u> | <u>Registration/ Application Date</u> |
|---|---|---|
| The 4X | 86504935 | 2015-01-15 |
| Boogie's Casual Hair Clay | 86565577 | 2015-03-16 |
| Dr. Carver's Mandatory Prep Scrub | 86565547 | 2015-03-16 |
| Dr. Carver's Pillow Shave Cream | 86565533 | 2015-03-16 |
| The Executive | 86504931 | 2015-01-15 |
| Build a Smarter Bathroom | 86132656 | 2013-12-02 |
| Build a Better Bathroom | 86132636 | 2013-12-02 |
| Big Cloud | 86129276 | 2013-11-26 |
| Little Big Cloud | 86085691 | 2013-10-08 |
| Boogie's Pacific Pomade | 86565668 | 2015-03-16 |
| Wanderer | 86565621 | 2015-03-16 |
| Big Cloud Safe Passage Sunblock | 86565615 | 2015-03-16 |
| Boogie's Smart Hair Paste | 86565607 | 2015-03-16 |
| Big Cloud Daily Face Moisturizer With SPF | 86565601 | 2015-03-16 |
| Boogie's Bold Hair Gel | 86565592 | 2015-03-16 |
| Boogie's Dream Hair Cream | 86565588 | 2015-03-16 |
| Boogie's True Hair Fiber | 86565566 | 2015-03-16 |
| Dr. Carver's Magnanimous Post Shave | 86417325 | 2014-10-07 |
| Magnanimous Post Shave | 86417324 | 2014-10-07 |
| Dr. Carver's Miracle Repair Serum | 86417322 | 2014-10-07 |
| Miracle Repair Serum | 86417318 | 2014-10-07 |
| The era of peaceful shaving is upon us | 86190530 | 2014-02-11 |
| Hairantee | 86551425 | 2015-03-03 |
| Life makes you dirty. Showers optional. | 86192287 | 2014-02-12 |
| A Better Life Through a Better Bathroom | 86190523 | 2014-02-11 |
| The Humble Twin | 86504927 | 2015-01-15 |
| Change Your Blade Each Week | 86180314 | 2014-01-30 |
| Clean Snap | 86070221 | 2013-09-20 |
| A Little Piece of Home on the Road | 86326178 | 2014-07-01 |
| Shave with a Fresh Blade Every Week | 86326169 | 2014-07-01 |
| Change Your Blades Every Week | 86326162 | 2014-07-01 |
| Smarter Bathroom | 86132928 | 2013-12-02 |
| Better Bathroom | 86132739 | 2013-12-02 |
| DSC | 85847447 | 2013-02-12 |
| Dollar Shave Club | 85692371 | 2012-08-01 |
| Shave Better, Shave Butter | 85942741 | 2013-05-25 |
| Dr. Carver's | 85943170 | 2013-05-28 |
| Easy Shave Butter | 85942743 | 2013-05-25 |
| DSC | 4638020 | 2013-07-02 |
| Dr. Carver's | 4622077 | 2014-10-14 |
| One Wipe Charlies | 4561032 | 2014-07-01 |
| Dr. Carver's Easy Shave Butter | 4548615 | 2014-06-10 |
| Shave Time. Shave Money. | 4198532 | 2012-08-28 |
| Dollar Shave Club | 4201669 | 2012-09-04 |