

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM343089

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DOLLAR SHAVE CLUB, INC.		05/18/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	TRIPLEPOINT VENTURE GROWTH BDC CORP		
Street Address:	2755 SAND HILL ROAD, SUITE 150		
City:	MENLO PARK		
State/Country:	CALIFORNIA		
Postal Code:	94025		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 42			
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	
Serial Number:	86417324	MAGNANIMOUS POST SHAVE	

CH \$1065.00 86504935

Property Type	Number	Word Mark
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:	4561032	ONE WIPE CHARLIES
Registration Number:	4198532	SHAVE TIME. SHAVE MONEY.
Registration Number:	4201669	DOLLAR SHAVE CLUB
Registration Number:	4638020	DSC

CORRESPONDENCE DATA

Fax Number: 3102774730

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) 788-6133

Email: jsbrown@mwe.com

Correspondent Name: GARY B. ROSENBAUM

Address Line 1: MCDERMOTT WILL & EMERY LLP

Address Line 2: 2049 CENTURY PARK EAST, SUITE 3800

Address Line 4: LOS ANGELES, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER: 082853-0010

NAME OF SUBMITTER: Gary B. Rosenbaum

SIGNATURE: /Gary B. Rosenbaum/

DATE SIGNED: 06/01/2015

Total Attachments: 7

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PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is a Plain English Intellectual Property Security Agreement dated as of May 18, 2015 by and between TRIPLEPOINT VENTURE GROWTH BDC CORP. a Maryland corporation and DOLLAR SHAVE CLUB, INC, a Delaware corporation.

The words "We", "Us", or "Our", refer to the grantee, which is TRIPLEPOINT VENTURE GROWTH BDC CORP. The words "You" or "Your" refers to the grantor, which is DOLLAR SHAVE CLUB, INC. and not any individual. The words "the Parties" refers to both TRIPLEPOINT VENTURE GROWTH BDC CORP. and DOLLAR SHAVE CLUB, INC.

The Parties have entered into a Plain English Growth Capital Loan and Security Agreement dated as of May 18, 2015 (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

Subject to any Permitted Liens that are specifically designated as being senior in priority, 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, Patent Licenses, 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, Trademark Licenses, and trademark applications, including specifically those listed on the attached Schedule B together with any renewals thereof;
=> all Copyrights, Copyright Licenses, 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 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. In the event of any conflict between the terms of this Agreement and the Loan Agreement, the terms of the Loan Agreement shall be controlling.

IP Security Agt (Dollar Shave Club)

3. OUR RIGHT TO SUE

From and after 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.

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 have been fully repaid and performed and Our obligation to provide credit extensions to You is terminated.

6. BINDING EFFECT; REMEDIES NOT EXCLUSIVE

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.

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, and (where applicable) the laws of the United States of America.

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: DOLLAR SHAVE CLUB, INC.
Signature: Kevin Daddo
Print Name: KEVIN DADDO
Title: COO

[SIGNATURE PAGE TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT]

SCHEDULE A

To Plain English Intellectual Property Security Agreement
Between Dollar Shave Club, Inc., as You (Grantor)
and TriplePoint Venture Growth BDC Corp., as Us (Grantee)

PATENTS AND PATENT APPLICATIONS

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Automated Grooming Guidance System	66,272	2015-05-08

SCHEDULE B

**To Plain English Intellectual Property Security Agreement
Between Dollar Shave Club, Inc., as You (Grantor)
and TriplePoint Venture Growth BDC Corp., as Us (Grantee)**

TRADEMARKS AND TRADEMARK APPLICATIONS

<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 Pillowly 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	1187779	2014-10-14
One Wipe Charlies	4561032	2014-07-01
Dr. Carver's Easy Shave Butter	1170484	2014-06-10
Shave Time. Shave Money.	4198532	2012-08-28

IP Security Agt (Dollar Shave Club)

SCHEDULE C

To Plain English Intellectual Property Security Agreement
Between Dollar Shave Club, Inc., as You (Grantor)
and TriplePoint Venture Growth BDC Corp., as Us (Grantee)

<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