

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM351453

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:	SQUARE 1 BANK		
Street Address:	406 BLACKWELL STREET		
Internal Address:	SUITE 240		
City:	DURHAM		
State/Country:	NORTH CAROLINA		
Postal Code:	27701		
Entity Type:	CORPORATION: NORTH CAROLINA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	86148240	PLIÉ WAND	
Serial Number:	86148238	PLIÉ WAND	
Serial Number:	86659187	BRAVE PRETTY	
Serial Number:	86345894	EVERY COLOR OF YOU	
CORRESPONDENCE DATA			
Fax Number:	9193541278		
<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:	919-314-3086		
Email:	loandocsdept@square1bank.com		
Correspondent Name:	Square 1 Bank		
Address Line 1:	406 Blackwell Street		
Address Line 2:	Suite 240		
Address Line 4:	Durham, NORTH CAROLINA 27701		
NAME OF SUBMITTER:	LEE CONNER		
SIGNATURE:	/LEECONNER-CCD/		
DATE SIGNED:	08/14/2015		
Total Attachments: 6			

CH \$115.00 86148240

source=Julep Beauty - Updated IPSA Aug. 2015#page1.tif
source=Julep Beauty - Updated IPSA Aug. 2015#page2.tif
source=Julep Beauty - Updated IPSA Aug. 2015#page3.tif
source=Julep Beauty - Updated IPSA Aug. 2015#page4.tif
source=Julep Beauty - Updated IPSA Aug. 2015#page5.tif
source=Julep Beauty - Updated IPSA Aug. 2015#page6.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of November 15, 2013, by and between SQUARE 1 BANK ("*Bank*") and JULEP BEAUTY, INC., a Washington corporation ("*Grantor*").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations 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, the "*Loan Agreement*"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Bank is willing to extend and to continue to extend financial accommodations 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 Exhibits 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 (collectively, "*Intellectual Property Collateral*").

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, as of the date hereof, and as of any date that updates to Exhibits A, B and C are made in accordance with the Loan Agreement 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.

Bank agrees to release its security interest in the Intellectual Property Collateral upon (a) indefeasible payment in full of all Obligations, and (b) termination of Bank's obligation to make Credit Extensions to Borrower.

SIGNATURE PAGE FOLLOWS

square 1 bank

2.

Julep Beauty – IPSA – Execution Version

TRADEMARK
REEL: 005599 FRAME: 0680

1

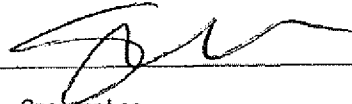
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

JULEP BEAUTY, INC.

111 Queen Anne Avenue North, Suite 200
Seattle, WA 98109

By: 
Name: Spencer Lee
Title: Chief Financial Officer

BANK:

Address of Bank:

SQUARE 1 BANK

406 Blackwell Street, Suite 240
Durham, NC 27701
Attn: Loan Documentation Department

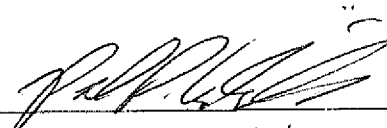
By: 
Name: Patrick Cahill
Title: AVP



EXHIBIT A
COPYRIGHTS

Description	Registration Number	Registration Date
None.		

EXHIBIT B
PATENTS

Description	Registration OR Serial Number	Registration OR Filing Date
Nail Polish Applicator Having Detachable Brush Head and Systems and Kits Based thereon	61/682,692	August 13, 2012
Nail Polish Applicator Having Detachable Brush Head and Systems and Kits Based thereon	PCT/US/13/54782	August 13, 2012

EXHIBIT C
TRADEMARKS

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
JULEP NAIL PARLOR	3565364	January 20, 2009
JULEP NAIL PARLOR	3751739	February 23, 2010
JULEP	85297832	April 18, 2011
JULEP AND DESIGN	86075665	September 26, 2013
JULEP	86075654	September 26, 2013
EVERY COLOR OF YOU	86092791	October 16, 2013
PLIÉ WAND	86148240	December 19, 2013
PLIÉ WAND	86148238	December 19, 2013
BRAVE PRETTY	86659187	June 11, 2015
EVERY COLOR FOR YOU	86345894	July 23, 2014