

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM389911

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TriplePoint Capital LLC		06/30/2016	Limited Liability Company:

## RECEIVING PARTY DATA

<b>Name:</b>	Julep Beauty, Inc.
<b>Street Address:</b>	111 Queen Anne Avenue N
<b>City:</b>	Seattle
<b>State/Country:</b>	WASHINGTON
<b>Postal Code:</b>	98109
<b>Entity Type:</b>	Corporation: WASHINGTON

## PROPERTY NUMBERS Total: 10

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
Serial Number:	86936359	#BRAVEPRETTY
Serial Number:	86659187	BRAVE PRETTY
Registration Number:	4765299	PLIÉ WAND
Registration Number:	4765300	PLIÉ WAND

## CORRESPONDENCE DATA

Fax Number: 6504936811

*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: 650-461-6125

Email: qlu@wsgr.com

Correspondent Name: WSGR, c/o Qui Lu, Senior Paralegal

Address Line 1: 650 Page Mill Road

Address Line 2: FH2-1 P12

Address Line 4: Palo Alto, CALIFORNIA 94304

CH \$265.00 3565364

<b>NAME OF SUBMITTER:</b>	Qui Lu
<b>SIGNATURE:</b>	/Qui Lu/
<b>DATE SIGNED:</b>	06/30/2016
<b>Total Attachments: 38</b> source=Julep_TPC_IP Release#page1.tif source=Julep_TPC_IP Release#page2.tif source=Julep_TPC_IP Release#page3.tif source=Julep_TPC_IP Release#page4.tif source=Julep_TPC_IP Release#page5.tif source=Julep_TPC_IP Release#page6.tif source=Julep_TPC_IP Release#page7.tif source=Julep_TPC_IP Release#page8.tif source=Julep_TPC_IP Release#page9.tif source=Julep_TPC_IP Release#page10.tif source=Julep_TPC_IP Release#page11.tif source=Julep_TPC_IP Release#page12.tif source=Julep_TPC_IP Release#page13.tif source=Julep_TPC_IP Release#page14.tif source=Julep_TPC_IP Release#page15.tif source=Julep_TPC_IP Release#page16.tif source=Julep_TPC_IP Release#page17.tif source=Julep_TPC_IP Release#page18.tif source=Julep_TPC_IP Release#page19.tif source=Julep_TPC_IP Release#page20.tif source=Julep_TPC_IP Release#page21.tif source=Julep_TPC_IP Release#page22.tif source=Julep_TPC_IP Release#page23.tif source=Julep_TPC_IP Release#page24.tif source=Julep_TPC_IP Release#page25.tif source=Julep_TPC_IP Release#page26.tif source=Julep_TPC_IP Release#page27.tif source=Julep_TPC_IP Release#page28.tif source=Julep_TPC_IP Release#page29.tif source=Julep_TPC_IP Release#page30.tif source=Julep_TPC_IP Release#page31.tif source=Julep_TPC_IP Release#page32.tif source=Julep_TPC_IP Release#page33.tif source=Julep_TPC_IP Release#page34.tif source=Julep_TPC_IP Release#page35.tif source=Julep_TPC_IP Release#page36.tif source=Julep_TPC_IP Release#page37.tif source=Julep_TPC_IP Release#page38.tif	

RELEASE OF SECURITY INTEREST

This Release of Security Interest is made as of June 30, 2016 by TriplePoint Capital LLC ("Lender") in favor of Julep Beauty, Inc., a Washington corporation ("Company").

RECITAL

WHEREAS Company granted to Lender a security interest in the copyrights, patents and trademarks (collectively, the "Intellectual Property") to Lender under a Plain English Intellectual Property Security Agreement dated as of November 15, 2013 and First Amendment to Plain English Intellectual Property Security Agreement dated as of April 19, 2016 (the "Security Agreement"), and recorded with the US Library of Congress Copyright Office and the US Patent and Trademark Office as set forth on Exhibits A.


WHEREAS Company has no outstanding obligations to Lender under the terms of the Security Agreement, Lender agrees to release its security interest in the Intellectual Property.

AGREEMENT

Now therefore, Lender agrees that it terminates and releases its security interest in the Intellectual Property and reassigns to Company, without warranty or recourse, all interest of Lender in the Intellectual Property.

LENDER:

TRIPLEPOINT CAPITAL LLC

By: 

Name: Kevin W. Thorne

Title: SVP Compliance & Legal Administration

2755 Sand Hill Road, Suite 150

Menlo Park, CA 94025

T: (650) 233-2107

EXHIBIT A  
(ATTACH IP SECURITY AGREEMENTS & FILINGS)



## 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:

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### 1. GRANT OF SECURITY INTEREST

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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.

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### 2. LOAN AGREEMENT

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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.

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7. GOVERNING LAW; COUNTERPARTS

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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.

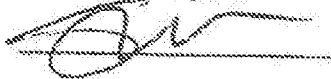
This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

*(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]

IP Security Agt (Julep Beauty)



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	PCJ/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.



## FIRST AMENDMENT TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is a First Amendment to Plain English Intellectual Property Security Agreement dated April 19, 2016 by and between TriplePoint Capital L.L.C., a Delaware limited liability company and Julep Beauty, Inc., a Washington corporation (the "Amendment").

### RECITALS

A. 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.

B. The Parties entered into a Plain English Growth Capital Loan and Security Agreement dated November 15, 2013 and First Amend to Plain English Growth Capital Loan and Security Agreement dated April 19, 2016 (together with amendments, supplements, extensions and exhibits, collectively the "Loan Agreement"). Pursuant to the Loan Agreement, We agreed to extend certain financial accommodations to or for the direct or indirect benefit of You.

C. The Parties are also parties to that certain Plain English Intellectual Property Security Agreement dated as of November 15, 2013 (together with amendments, supplements, extensions and exhibits, collectively the "IP Security Agreement"), pursuant to which, among other things, You granted to Us a security interest in Your intellectual property to secure Your obligations to Us under the Loan Agreement. All term capitalized but not defined in this Amendment shall have the respective meanings set forth in the IP Security Agreement.

D. The Parties are entering into this Amendment in order to reaffirm and continue in effect the Liens granted by You under the IP Security Agreement and, to the extent not granted in the IP Security Agreement, to grant the Liens contemplated by this Amendment.

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

### AGREEMENT

#### 1. SUPPLEMENT TO IP SECURITY AGREEMENT

- ⇒ Schedule A to the IP Security Agreement is hereby supplemented by Supplement A attached to this Amendment and made a part of this Amendment.
- ⇒ Schedule B to the IP Security Agreement is hereby supplemented by Supplement B attached to this Amendment and made a part of this Amendment.

#### 2. MISCELLANEOUS

**Acknowledgment and Confirmation of Security Interest.** You confirm and ratify Your prior assignment and grant, and assigns and grants to Us a continuing, first priority security interest in all of Your right, title and interest in, to and under the Intellectual Property Collateral.

**Conditions to Effectiveness.** This Amendment shall become effective as of the date hereof when We have received executed counterparts of this Amendment.

**Ratification.** Except as specifically modified by this Amendment, the Parties acknowledge the IP Security Agreement shall remain binding upon the Parties, and all provisions of the IP Security Agreement shall remain in full force and effect. You expressly ratify and affirm Your obligations to Us under the IP Security Agreement, the Loan Agreement and the other Loan Documents.

Amend.IP.Agt

**Complete Agreement.** This Amendment, together with the IP Security Agreement, is the entire agreement between the Parties with respect to the subject matter of this Amendment. This Amendment supersedes all prior and contemporaneous oral and written agreements and discussions with respect to the subject matter of this Amendment. Except as otherwise expressly modified in this Amendment, the IP Security Agreement shall remain in full force and effect.

**Recitals.** The recitals to this Amendment shall constitute a part of the agreement of the Parties in this Amendment.

**Governing Law.** THIS AMENDMENT SHALL BE GOVERNED BY AND INTERPRETED, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA.

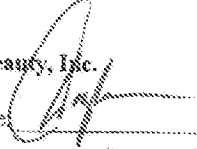
**No Novation.** Except as specifically set forth in this Amendment, the execution, delivery and effectiveness of this Amendment shall not (a) limit, impair, constitute a waiver by, or otherwise affect any right, power or remedy of, Us under the Loan Agreement or any other Loan Document, (b) constitute a waiver of any provision in the Loan Agreement or in any of the other Loan Documents, or (c) alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Loan Agreement or in any of the other Loan Documents, all of which are ratified and affirmed in all respects and shall continue in full force and effect.

**Counterparts.** This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so delivered shall be deemed an original, but all of which counterparts shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page to this Amendment by facsimile transmission shall be effective as delivery of a manually executed counterpart thereof.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have caused this First Amendment to Plain English Intellectual Property Security Agreement to be duly executed and delivered as of the date first written above.

You: Julep Beauty, Inc.

Signature: 


Print Name: Dwight Gungor

Title: CEO and COO

**SUPPLEMENT TO 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**

Title/Mark	Country	Application No.	Application Date	Registration No.	Registration Date	International Classes	Case Status
#BRAVEPRETTY	United States of America	86/936,359	3/10/2016			03	Application Filed
BRAVE PRETTY	United States of America	86/659,187	6/11/2015			03	Allowed
BRAVE PRETTY	Canada	1758616	12/9/2015			03	Application Filed
BRAVE PRETTY	European Community	1282540	12/7/2015			03	Application Filed
BRAVE PRETTY	Republic of Korea	1282540	12/7/2015			03	Application Filed
BRAVE PRETTY	New Zealand	1282540	12/7/2015			03	Application Filed
BRAVE PRETTY	Australia	1282540	12/7/2015			03	Office Action Issued
BRAVE PRETTY	China	1282540	12/7/2015			03	Application Filed
BRAVE PRETTY	Madrid Protocol	A0055133	12/7/2015	1282540	1/7/2016	03	Registered
JULEP	Republic of Korea	40-2014-0017080	3/14/2014	40-1106036	5/15/2015	03	Registered
JULEP	Canada	1567659	3/12/2014	TMA903616	5/14/2015		Registered
JULEP	China	14194625	3/18/2014			03	Appeal Filed
JULEP and Design 	Republic of Korea	40-2014-0017081	3/14/2014	40-1106037	5/15/2015	03	Registered
PLIÉ WAND	United States of America	86/148,238	12/19/2013	4,765,299	6/30/2015	03	Registered
PLIÉ WAND	United States of America	86/148,240	12/19/2013	4,765,300	6/30/2015	21	Registered
PLIÉ WAND	Canada	1679789	6/4/2014	TMA919,704	11/9/2015		Registered
PLIÉ WAND	Madrid Protocol	A0042987	5/30/2014	1216412	5/30/2014	08, 21	Registered
PLIÉ WAND	European Community	001216412	5/30/2014	1216412	7/21/2015	08, 21	Registered
PLIÉ WAND	Australia	1647671	5/30/2014	1216412	2/9/2015	08, 21	Registered
PLIÉ WAND	Japan	1216412	5/30/2014	1216412	2/26/2015	08, 21	Registered
PLIÉ WAND	New Zealand	1005469	5/30/2014	1216412	2/3/2015	08, 21	Registered
PLIÉ WAND	China	1216412	5/30/2014	1216412	9/1/2015	08, 21	Registered
PLIÉ WAND	Republic of Korea	1216412	5/30/2014	1216412	4/20/2015	08, 21	Registered



**UNITED STATES PATENT AND TRADEMARK OFFICE**

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND  
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

NOVEMBER 21, 2013

PTAS

TED SIEN  
101 CALIFORNIA STREET, SUITE 3900  
WINSTON & STRAWN LLP  
SAN FRANCISCO, CA 94111

**900272318**

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT RECORDATION BRANCH OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE ASSIGNMENT RECORDATION BRANCH AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT RECORDATION BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 11/19/2013

REEL/FRAME: 5157/0093  
NUMBER OF PAGES: 9

BRIEF: SECURITY INTEREST

DOCKET NUMBER: 250121.1 (JULEP)

ASSIGNOR:  
JULEP BEAUTY, INC.

DOC DATE: 11/15/2013  
CITIZENSHIP: WASHINGTON  
ENTITY: CORPORATION

ASSIGNEE:  
TRIPLEPOINT CAPITAL LLC  
  
2755 SAND HILL ROAD, SUITE 150  
MENLO PARK, CALIFORNIA 94025

CITIZENSHIP: DELAWARE  
ENTITY: LIMITED LIABILITY COMPANY

SERIAL NUMBER: 77190127  
REGISTRATION NUMBER: 3565364  
MARK: JULEP NAIL PARLOR  
DRAWING TYPE: AN ILLUSTRATION DRAWING WHICH INCLUDES WORD(S)/ LETTER(S)  
/NUMBER(S)

FILING DATE: 05/24/2007  
REGISTRATION DATE: 01/20/2009

SERIAL NUMBER: 77775840  
REGISTRATION NUMBER: 3751739  
MARK: JULEP NAIL PARLOR  
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 07/07/2009  
REGISTRATION DATE: 02/23/2010



SERIAL NUMBER: 85297832  
REGISTRATION NUMBER:  
MARK: JULEP  
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 04/18/2011  
REGISTRATION DATE:

SERIAL NUMBER: 86075654  
REGISTRATION NUMBER:  
MARK: JULEP  
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 09/26/2013  
REGISTRATION DATE:

SERIAL NUMBER: 86075665  
REGISTRATION NUMBER:  
MARK: JULEP  
DRAWING TYPE: AN ILLUSTRATION DRAWING WHICH INCLUDES WORD(S)/ LETTER(S)  
/NUMBER(S)

FILING DATE: 09/26/2013  
REGISTRATION DATE:

SERIAL NUMBER: 86092791  
REGISTRATION NUMBER:  
MARK: EVERY COLOR OF YOU  
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 10/16/2013  
REGISTRATION DATE:

ASSIGNMENT RECORDATION BRANCH  
PUBLIC RECORDS DIVISION

## 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		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
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		

CFR \$165.00 3565364



## 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 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.

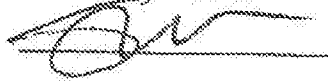
This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

*(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]

IP Security Agt (Julep Beauty)

TRADEMARK  
REEL: 005825 FRAME: 0839

www.industrydocuments.ucsf.edu/docs/0839

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

None.



**UNITED STATES PATENT AND TRADEMARK OFFICE**

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND  
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

NOVEMBER 27, 2013

PTAS

TED SIEN  
101 CALIFORNIA STREET, SUITE 3900  
WINSTON & STRAWN LLP  
SAN FRANCISCO, CA 94111

**502574129**

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT RECORDATION BRANCH OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE ASSIGNMENT RECORDATION BRANCH AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT RECORDATION BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 11/19/2013

REEL/FRAME: G31674/0488  
NUMBER OF PAGES: 9

BRIEF: SECURITY AGREEMENT

DOCKET NUMBER: 250121.1 (JULEP)

ASSIGNOR:  
JULEP BEAUTY, INC.

DOC DATE: 11/15/2013

ASSIGNEE:  
TRIPLEPOINT CAPITAL LLC  
2755 SAND HILL ROAD, SUITE 150  
MENLO PARK, CALIFORNIA 94025

APPLICATION NUMBER: 61682692  
PATENT NUMBER:

FILING DATE: 08/13/2012  
ISSUE DATE:

TITLE: NAIL POLISH APPLICATOR HAVING DETACHABLE BRUSH HEAD AND SYSTEMS  
AND KITS BASED THEREON

APPLICATION NUMBER:  
PATENT NUMBER:  
PCT NUMBER: US1354782  
TITLE:

FILING DATE:  
ISSUE DATE:



ASSIGNMENT RECORDATION BRANCH  
PUBLIC RECORDS DIVISION

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT2620031

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
JULEP BEAUTY, INC.	11/15/2013
RECEIVING PARTY DATA	
Name:	TRIPLEPOINT CAPITAL LLC
Street Address:	2755 SAND HILL ROAD, SUITE 150
City:	MENLO PARK
State/Country:	CALIFORNIA
Postal Code:	94025
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	61682692
PCT Number:	US1364762
CORRESPONDENCE DATA	
Fax Number:	(415)591-1400
Phone:	(415) 591-1000
Email:	tsien@winston.com
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
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
ATTORNEY DOCKET NUMBER:	250121.1 (JULEP)
NAME OF SUBMITTER:	LOREN KESSLER HIGGINS, ESQ.
Signature:	/LOREN KESSLER HIGGINS, ESQ /
Date:	11/19/2013

61682692  
CH \$80.00



## 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 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.

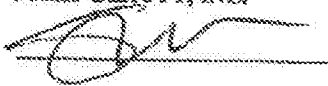
This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

*(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)

IP Security Agt (Julep Beauty)

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	3566364
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.



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND  
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

MAY 4, 2016

PTAS

GARY B. ROSENBAUM  
MCDERMOTT WILL & EMERY LLP  
2049 CENTURY PARK EAST, SUITE 3800  
LOS ANGELES, CA 90067

503810150

UNITED STATES PATENT AND TRADEMARK OFFICE  
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RECORDATION DATE: 05/03/2016

REEL/FRAME: 038446/0685  
NUMBER OF PAGES: 7

BRIEF: SECURITY INTEREST (SEE DOCUMENT FOR DETAILS).

DOCKET NUMBER: 082853-0010

ASSIGNOR:

JULEP BEAUTY, INC.

DOC DATE: 04/19/2016

ASSIGNEE:

TRIPLEPOINT CAPITAL LLC  
2755 SAND HILL ROAD, SUITE 150  
MENLO PARK, CALIFORNIA 94025

APPLICATION NUMBER: 14076072

FILING DATE: 11/08/2013

PATENT NUMBER: 9185960

ISSUE DATE: 11/17/2015

TITLE: STYLUS FOR COSMETICS, NAIL POLISH APPLICATOR AND SYSTEMS AND KITS BASED THEREON

APPLICATION NUMBER: 14878909

FILING DATE: 10/08/2015

PATENT NUMBER:

ISSUE DATE:

TITLE: STYLUS FOR COSMETICS, NAIL POLISH APPLICATOR AND SYSTEMS AND KITS BASED THEREON

APPLICATION NUMBER:

FILING DATE: 11/08/2013

PATENT NUMBER:

ISSUE DATE:

PCT NUMBER: US1369335

TITLE: STYLUS FOR COSMETICS, NAIL POLISH APPLICATOR AND SYSTEMS AND  
KITS BASED THEREON

ASSIGNMENT RECORDATION BRANCH  
PUBLIC RECORDS DIVISION



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND  
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

MAY 11, 2016

PTAS

GARY B. ROSENEAUM  
MCDERMOTT WILL & EMERY LLP  
2049 CENTURY PARK EAST, SUITE 3800  
LOS ANGELES, CA 90067

900363070

UNITED STATES PATENT AND TRADEMARK OFFICE  
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RECORDATION DATE: 05/03/2016

REEL/FRAME: 5784/0291  
NUMBER OF PAGES: 7

BRIEF: SECURITY INTEREST

DOCKET NUMBER: 082853-0010

ASSIGNOR:  
JULEP BEAUTY, INC.

DOC DATE: 04/19/2016  
CITIZENSHIP: WASHINGTON  
ENTITY: CORPORATION

ASSIGNEE:  
TRIPLEPOINT CAPITAL LLC  
2755 SAND HILL ROAD, SUITE 150  
MENLO PARK, CALIFORNIA 94025

CITIZENSHIP: DELAWARE  
ENTITY: LIMITED LIABILITY COMPANY

SERIAL NUMBER: 86148238  
REGISTRATION NUMBER: 4765299  
MARK: FLIÉ WAND  
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 12/19/2013  
REGISTRATION DATE: 06/30/2015

SERIAL NUMBER: 86148240  
REGISTRATION NUMBER: 4765300  
MARK: FLIÉ WAND  
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 12/19/2013  
REGISTRATION DATE: 06/30/2015

SERIAL NUMBER: 86659187  
REGISTRATION NUMBER:  
MARK: BRAVE PRETTY  
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 06/11/2015  
REGISTRATION DATE:

SERIAL NUMBER: 86936359  
REGISTRATION NUMBER:  
MARK: #BRAVEPRETTY  
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 03/10/2016  
REGISTRATION DATE:

ASSIGNMENT RECORDATION BRANCH  
PUBLIC RECORDS DIVISION

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

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TRADEMARKS/TRADEMARK APPLICATIONS

Name	Date Filed or Issued	Serial Number
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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>

SUPPLEMENT TO 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 Name	Status and Date Issued	Patent Number	Country
"Stylus for Cosmetics, Nail Polish Applicator and Systems and Kits Based Thereon"	Issued; November 8, 2013	14/076,072	United States

PATENT APPLICATIONS

Name	Status & Date Filed	Application Number	Country
"Stylus for Cosmetics, Nail Polish Applicator and Systems and Kits Based Thereon"	Published; November 8, 2013	PCT/US2013/069335	PCT
"Stylus for Cosmetics, Nail Polish Applicator and Systems and Kits Based Thereon"	Pending; November 7, 2014	103138829	Taiwan
"Stylus for Cosmetics, Nail Polish Applicator and Systems and Kits Based Thereon"	Pending; October 8, 2015	14/878,909	United States (Continuation)