

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM394629

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Comerica Bank		08/05/2016	National Banking Association: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Dollar Shave Club, Inc.		
<b>Street Address:</b>	513 Boccaccio Avenue		
<b>City:</b>	Venice		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90291		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 44</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86504935	THE 4X	
<b>Serial Number:</b>	86565577	BOOGIE'S CASUAL HAIR CLAY	
<b>Serial Number:</b>	86565547	DR. CARVER'S MANDATORY PREP SCRUB	
<b>Serial Number:</b>	86565533	DR. CARVER'S PILLOWY SHAVE CREAM	
<b>Serial Number:</b>	86504931	THE EXECUTIVE	
<b>Serial Number:</b>	86132656	BUILD A SMARTER BATHROOM	
<b>Serial Number:</b>	86132636	BUILD A BETTER BATHROOM	
<b>Serial Number:</b>	86129276	BIG CLOUD	
<b>Serial Number:</b>	86085691	LITTLE BIG CLOUD	
<b>Serial Number:</b>	86565668	BOOGIE'S PACIFIC POMADE	
<b>Serial Number:</b>	86565621	WANDERER	
<b>Serial Number:</b>	86565615	BIG CLOUD SAFE PASSAGE SUNBLOCK	
<b>Serial Number:</b>	86565607	BOOGIE'S SMART HAIR PASTE	
<b>Serial Number:</b>	86565601	BIG CLOUD DAILY FACE MOISTURIZER WITH SP	
<b>Serial Number:</b>	86565592	BOOGIE'S BOLD HAIR GEL	
<b>Serial Number:</b>	86565588	BOOGIE'S DREAM HAIR CREAM	
<b>Serial Number:</b>	86565566	BOOGIE'S TRUE HAIR FIBER	
<b>Serial Number:</b>	86417325	DR. CARVER'S MAGNANIMOUS POST SHAVE	
<b>Serial Number:</b>	86417324	MAGNANIMOUS POST SHAVE	

TRADEMARK

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:	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: 4156932222

*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: 4156932000

Email: crhem@cooley.com

Correspondent Name: Cooley LLP

Address Line 1: 101 California Street, 5th Floor

Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	317953-114
NAME OF SUBMITTER:	C. Rhem
SIGNATURE:	/CR/
DATE SIGNED:	08/10/2016

**Total Attachments: 8**

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## RELEASE OF SECURITY INTEREST

This Release of Security Interest is made as of August 5, 2016, by COMERICA BANK ("Lender") in favor of Dollar Shave Club, Inc., a Delaware corporation ("Company") with its principal place of business located at 13335 Maxella Avenue, Marina Del Rey, CA 90292.

### Recital

WHEREAS, pursuant to an Intellectual Property Security Agreement dated as of May 11, 2015, attached hereto as Schedule A (the "Security Agreement"), Company granted to Lender a security interest in all of Company'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 attached 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, and recorded with the US Library of Congress Copyright Office and the US Patent and Trademark Office as set forth on Exhibits A, B and C. All capitalized terms used and not otherwise defined herein shall have the respective meanings assigned to such terms in the Security Agreement.

WHEREAS Company has no outstanding obligations to Lender under the terms of the Security Agreements, 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:

COMERICA BANK



Name: Dennis Rapoport  
Title: Senior Vice President

39200 Six Mile Road  
Livonia, MI 48152

SCHEDULE A

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 Fourth Amendment to Loan and Security Agreement dated as of December 8, 2014, and 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

BANK:

COMERICA BANK

Address of Bank:

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

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

With a copy to:

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

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.  
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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	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
Dollar Shave Club	4201669	2012-09-04