

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM394721

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TriplePoint Venture Growth BDC Corp.		08/10/2016	Corporation: MARYLAND

RECEIVING PARTY DATA

Name:	Dollar Shave Club, Inc.
Street Address:	513 Boccaccio Avenue
City:	Venice
State/Country:	CALIFORNIA
Postal Code:	90291
Entity Type:	Corporation: DELAWARE

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

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:	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: 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: 08/11/2016

Total Attachments: 31

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RELEASE OF SECURITY INTEREST

This Release of Security Interest is made as of August 10, 2016 by TriplePoint Venture Growth BDC Corp., a Maryland corporation ("Lender") in favor of Dollar Shave Club, Inc., a Delaware corporation ("Company").

RECITAL

WHEREAS, pursuant to a Plain English Intellectual Property Security Agreement dated as of May 18, 2015, as amended by the First Amendment to Plain English Intellectual Property Security Agreement dated as of August 18, 2015 as the same are attached hereto as Exhibit A (collectively, the "Security Agreement"), Company granted to Lender a lien upon and a security interest in all of Company's right, title and interest in, to and under all of the following, whether now existing or hereafter arising or acquired: (i) all Patents, Patent Licenses, and Patent applications, including specifically those listed on Schedule A to the Security Agreement; (ii) all Trademarks, Trademark Licenses, and trademark applications, including specifically those listed on Schedule B to the Security Agreement together with any renewals thereof; (iii) all Copyrights, Copyright Licenses, and applications for Copyrights, including specifically those listed on Schedule C to the Security Agreement; (iv) 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 (v) all Proceeds of the foregoing (collectively, the "Intellectual Property"), and recorded with the US Library of Congress Copyright Office and the US Patent and Trademark Office as set forth on Exhibit B. 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 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.

(Signature page follows)

LENDER:

TRIPLEPOINT VENTURE GROWTH BDC CORP.

By: 

Name: SAJAL SRIVASTAVA

Title: PRESIDENT

2755 Sand Hill Road, Suite 150
Menlo Park, CA 94025
T: (650) 854-2090

[Signature page to Release of Security Interest]

EXHIBIT A
(SECURITY AGREEMENT)



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



FIRST AMENDMENT TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is a First Amendment to Plain English Intellectual Property Security Agreement dated August 18, 2015 by and between TRIPLEPOINT VENTURE GROWTH BDC CORP. a Maryland corporation and DOLLAR SHAVE CLUB, INC., a Delaware corporation (the "Amendment").

RECITALS

A. 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.

B. The Parties entered into a Plain English Growth Capital Loan and Security Agreement dated May 18, 2015 (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 May 18, 2015 (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.

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.

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.

Amend.IP.Agt

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.

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:	DOLLAR SHAVE CLUB, INC.
Signature:	<i>Daniel V. Murray</i>
Print Name:	Daniel V. Murray
Title:	CEO

SUPPLEMENT TO 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

PATENT APPLICATIONS

Name	Status & Date Filed	Application Number
Automated Grooming Guidance System	5/8/2015	62/159,040

EXHIBIT B
(COPYRIGHT OFFICE AND USPTO FILINGS)

Certificate of Recordation



This is to certify that the attached document was recorded on the date and in the place shown below.

This certificate is issued under the seal of the United States Copyright Office.

Maria A. Pallante

Register of Copyrights, United States of America

June 04, 2015

Date Of Recordation

9906

342

Volume

Doc. No.

McDermott Will & Emory, LLP
Attention: Han Yu
2049 Century Park East
Suite 3800
Los Angeles, CA 90067



Form DCS (Document Cover Sheet)
For Recordation of Documents under 17 U.S.C. §205
 UNITED STATES COPYRIGHT OFFICE

Privacy Act Notice: Sections 205 and 705 of title 17 of the United States Code authorize the Copyright Office to collect the personally identifying information requested on this form in order to process the application for recordation. By providing this information, you are agreeing to routine uses of the information that include publication to give legal notice of your recordation pursuant to 17 U.S.C. §§ 205 and 705. The information will appear in the Office's online Public Catalog. If you do not provide the information requested, recordation may be refused or delayed, and you may not be entitled to certain relief, remedies, and benefits under the copyright law.

Volume 9906 Document 342
 Volume _____ Document _____
 Date of recordation M JUN 04 2015
(ASSIGNED BY THE COPYRIGHT OFFICE)
 Funds received _____

DO NOT WRITE ABOVE THIS LINE • SEE INSTRUCTIONS

To the Register of Copyrights: Please record the accompanying original document or its properly certified copy.

1 First party name given in the document TriplePoint Venture Growth BDC Corp.
(IMPORTANT: Please read instruction for this and other spaces.)
2 First title given in the document Dollar Shave Club Video #1
3 Total number of titles in the document 6
4 Return receipt requested If checked, please enclose a self-addressed postage-paid envelope.
5 Electronic title list enclosed If checked, please enclose an acceptable digital storage medium containing a properly formatted title list.
6 Amount of fee calculated 690

7 Fee enclosed Check Money order
 Fee authorized to be charged to Copyright Office deposit account
 Deposit account number Thomson CompuMark
061794
 Deposit account name _____

8 Completeness of document All attachments referenced in this document are included
 One or more attachments referenced in this document is missing but (a) the attachment is completely unavailable for recordation; (b) the attachment is not essential to the identification of the subject matter of the document; and (c) it would be impossible or wholly impracticable to have the parties to the document sign or initial a deletion of the reference to the attachment.

9 Certification of photocopied documents
 Complete this certification if a photocopy of the original signed document is being submitted instead of the document bearing the actual original signature.
NOTE: This space may not be used for documents that require an official certification.
 I declare under penalty of perjury that the accompanying document is a true and correct copy of the original document.

Signature [Signature] Date 06/03/2015

Duly authorized agent of TriplePoint Venture Growth BDC Corp.

10 Return to
 Name Han Yu, c/o McDermott Will & Emery LLP
 Number/street 2049 Century Park East, Suite 3800 Apt/suite _____
 City Los Angeles State CA Zip 90067
 Phone number 310-277-4110 Fax number 310-277-4730
 Email hyu@mwe.com

SEND TO: Library of Congress, Copyright Office-DOC, 101 Independence Avenue SE, Washington, DC 20559-6000
 INCLUDE ALL OF THESE TOGETHER: (1) two copies of this form; (2) payment from a deposit account or by check/money order payable to Register of Copyrights; (3) your document; (4) if a return receipt is requested, a self-addressed postage-paid envelope; (5) if enclosing an electronic title list, an acceptable digital storage medium containing a title list in the prescribed format.



PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

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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 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)

IP Security Agt (Dollar Shave Club)

2

IN WITNESS WHEREOF, You have duly executed this Agreement as of the date first set forth above

You. DOLLAR SHAVE CLUB, INC.
Signature Kevin Dadd
Print Name KEVIN DADD
Title COO

[SIGNATURE PAGE TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT]

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	PA0001845123	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



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 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 Dadd
Print Name: KEVIN DADD
Title: COO

[SIGNATURE PAGE TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT]

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	PA0001925578	2014-12-19
Dollar Shave Club Video #5	PA0001925570	2014-12-19
Dollar Shave Club Video #6	PA0001925575	2014-12-19