

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM413004

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VIOLET GREY, INC.		11/18/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	COMERICA BANK		
Street Address:	39200 W. SIX MILE ROAD		
Internal Address:	MC 7512		
City:	LIVONIA		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	TEXAS BANKING ASSOCIATION: TEXAS		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	4742033	VIOLET GREY	
Registration Number:	4692779	VIOLET GREY	
Registration Number:	4561370	VIOLET GREY	
Serial Number:	86255873	VIOLET GREY	
Registration Number:	4601966	THE VIOLET FILES	
Serial Number:	86255868	THE VIOLET FILES	
Serial Number:	86399268	VIOLETTE TOILETTE	
Serial Number:	86399293	VIOLETTE TOILETTE	
Serial Number:	86399298	VIOLETTE TOILETTE	
Serial Number:	86399287	VIOLETTE TOILETTE	
Serial Number:	86399284	VIOLETTE TOILETTE	
Serial Number:	86399307	VIOLETTE TOILETTE	
Serial Number:	86399118	KISS ME IF YOU CARE	
Registration Number:	5050001	COSMETIC WARDROBE	
CORRESPONDENCE DATA			
Fax Number:	8585506420		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			

CH \$365.00 4742033

Phone: 858-550-6433
Email: jmfitzpatrick@cooley.com
Correspondent Name: JENNIFER FITZPATRICK
Address Line 1: C/O COOLEY LLP
Address Line 2: 4401 EASTGATE MALL
Address Line 4: SAN DIEGO, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER: 036703-1840 Violet Grey

NAME OF SUBMITTER: JENNIFER FITZPATRICK

SIGNATURE: /JENNIFER FITZPATRICK/

DATE SIGNED: 01/20/2017

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of November 18, 2016 by and between COMERICA BANK ("Bank") and VIOLET GREY, INC., a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, restated, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). 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.

B. 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 the Obligations, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the Obligations, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

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 that, as of the date hereof, Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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.

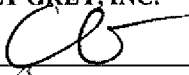
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

655 N. La Peer Drive
West Hollywood, CA 90069
Attn: _____

VIOLET GREY, INC.

By: 
Name: CASSANDRA GREY
Title: CEO, PRES + SEC

BANK:

Address of Bank:

COMERICA BANK

M/C 7512
39200 W. Six Mile Road
Livonia, MI 48152
Attn: Livonia Operations Center

By: _____
Name: _____
Title: _____

[Signature page to Intellectual Property Security Agreement]

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GRANTOR:

Address of Grantor:

655 N. La Peer Drive
West Hollywood, CA 90069
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VIOLET GREY, INC.

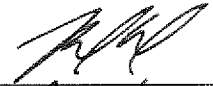
By: _____
Name: _____
Title: _____

BANK:

Address of Bank:

M/C 7512
39200 W. Six Mile Road
Livonia, MI 48152
Attn: Livonia Operations Center

COMERICA BANK

By:  _____
Name: Brandon Reed
Title: Relationship manager

[Signature page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
None.		

EXHIBIT B

Patents

Description	Patent / Application Number	Issue / Application Date
None.		

EXHIBIT C

Trademarks

TRADEMARK	REFERENCE	Serial Number	STATUS	CLASS	FILED DATE	LOCATIONS	LOCATIONS
				TYPE		REGISTERED	PENDING
Violet Grey	86245243	4742033	Registered	35	4/8/2014	US	
Violet Grey	85638802	4692779	Registered	35, 18	5/30/2012	US	
Violet Grey	85981712	4561370	Registered	35	5/30/2012	US	
Violet Grey	86255873		Pending (Intent to Use)	16	4/18/2014		US
Violet Grey	A0045595	1234826	Registered	16, 35	10/8/2014	WIPO	
Violet Grey	A0045595	1234826	Pending (35), Registered (16)	16, 35	10/8/2014	Mexico	Mexico
Violet Grey	A0045595	1234826	Registered	16, 35	10/8/2014	Australia	
Violet Grey	A0045595	1234826	Registered	16, 35	10/8/2014	EU	
Violet Grey	A0045595	1234826	Registered	16, 35	10/8/2014	Japan	
Violet Grey	A0045595		Pending	16, 35	10/8/2014		China
Violet Grey	A0045595		Pending	16, 35	10/8/2014		Korea
Violet Grey	1,697,299		Pending	16, 35	10/8/2014		Canada
Violet Grey	908445938		Pending	16	10/8/2014		Brazil
Violet Grey	908415222		Pending	35	10/8/2014		Brazil
The Violet Files	85669098	4601966	Registered	41	7/5/2012	US	
The Violet Files	86255868		Pending (Intent to Use)	16	4/18/2014		US
The Violet Files	A0045778	1245650	Registered	16, 41	10/17/2014	WIPO	
The Violet Files	A0045778		Protected	16, 41	10/17/2014	Australia	
The Violet Files	A0045778		Protected	16, 41	10/17/2014	EU	
The Violet Files	A0045778		Pending	16, 41	10/17/2014		Japan
The Violet Files	A0045778		Pending	16, 41	10/17/2014		Korea
The Violet Files	A0045778	1245650	Registered	16, 41	10/17/2014		China
The Violet Files	1,698,520		Pending	16, 41	10/17/2014		Canada
The Violet Files	908471122		Pending	16	10/17/2014		Brazil
The Violet Files	908471475		Pending	41	10/17/2014		Brazil
Violette Toilette	86399268		Pending (Intent to Use)	3	9/18/2014		US
Violette Toilette	86399293		Pending (Intent to Use)	5	9/18/2014		US
Violette Toilette	86399298		Pending (Intent to Use)	8	9/18/2014		US
Violette Toilette	86399287		Pending (Intent to Use)	16	9/18/2014		US
Violette Toilette	86399284		Pending (Intent to Use)	21	9/18/2014		US
Violette Toilette	86399307		Pending (Intent to Use)	25	9/18/2014		US
Violette Toilette	A0049095	1278627	Registered	3, 5, 8, 16, 21, 25	10/17/2014	WIPO	
Violette Toilette	A0049095	1278627	Registered	3, 5, 8, 16, 21, 25	10/17/2014	Australia	
Violette Toilette	A0049095			3, 5, 8, 16, 21, 25	10/17/2014		China
Violette Toilette	A0049095			3, 5, 8, 16, 21, 25	10/17/2014		Japan
Violette Toilette	A0049095			3, 5, 8, 16, 21, 25	10/17/2014		Korea
Violette Toilette	1,719,360		Pending (Intent to Use)	3, 5, 8, 16, 21, 25	3/13/2015		Canada
Violette Toilette	909130450		Pending	3	3/18/2015		Brazil
Violette Toilette	909130582		Pending	5	3/18/2015		Brazil
Violette Toilette	909130647		Pending	8	3/18/2015		Brazil
Violette Toilette	909130701		Pending	16	3/18/2015		Brazil
Violette Toilette	909130779		Pending	21	3/18/2015		Brazil
Violette Toilette	909130841		Pending	25	3/18/2015		Brazil
Kiss Me If You Care	86399118		Pending (Intent to Use)	35	9/19/2014		US
Cosmetic Wardrobe	85808723	5050001	Registered	35	12/21/2012	US	