

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM414631

|   |   |                       |  |
|---|---|-----------------------|--|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                              |                       |  |
| <b>NATURE OF CONVEYANCE:</b>  | SECURITY INTEREST                           |                       |  |
| <b>CONVEYING PARTY DATA</b>   |   |                       |  |
| <b>Name</b>   | <b>Formerly</b>                             | <b>Execution Date</b> | <b>Entity Type</b>                     |
| Kendra Scott, LLC   |   | 02/01/2017            | Limited Liability Company:<br>DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |   |                       |  |
| <b>Name:</b>  | Bank of America, N.A., as Collateral Agent  |                       |  |
| <b>Street Address:</b>  | 135 S. LaSalle Street                       |                       |  |
| <b>Internal Address:</b>  | Mail Code IL4-135-09-61                     |                       |  |
| <b>City:</b>  | Chicago                                     |                       |  |
| <b>State/Country:</b>   | ILLINOIS                                    |                       |  |
| <b>Postal Code:</b>   | 60603                                       |                       |  |
| <b>Entity Type:</b>   | National Banking Association: UNITED STATES |                       |  |
| <b>PROPERTY NUMBERS Total: 9</b>  |   |                       |  |
| <b>Property Type</b>  | <b>Number</b>                               | <b>Word Mark</b>      |  |
| <b>Registration Number:</b>   | 4159941                                     | COLOR BAR             |  |
| <b>Serial Number:</b>   | 87218074                                    |                       |  |
| <b>Serial Number:</b>   | 77859007                                    | I DO                  |  |
| <b>Registration Number:</b>   | 4967470                                     |                       |  |
| <b>Registration Number:</b>   | 4967469                                     |                       |  |
| <b>Serial Number:</b>   | 86485010                                    |                       |  |
| <b>Registration Number:</b>   | 4838307                                     |                       |  |
| <b>Registration Number:</b>   | 4838297                                     |                       |  |
| <b>Registration Number:</b>   | 4297566                                     |                       |  |
| <b>CORRESPONDENCE DATA</b>  |   |                       |  |
| <b>Fax Number:</b>  | 7043738822                                  |                       |  |
| <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> |   |                       |  |
| <b>Phone:</b>   | (704) 373-4640                              |                       |  |
| <b>Email:</b>   | bsmith@mcguirewoods.com                     |                       |  |
| <b>Correspondent Name:</b>  | Betty G. Smith, Senior Paralegal            |                       |  |
| <b>Address Line 1:</b>  | McGuireWoods LLP, 201 N. Tryon Street       |                       |  |
| <b>Address Line 2:</b>  | Suite 3000                                  |                       |  |

OP \$240.00 4159941

|   |                  |
|---|------------------|
| <b>Address Line 4:</b> Charlotte, NORTH CAROLINA 28202  |                  |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 2068279-2024     |
| <b>NAME OF SUBMITTER:</b>   | Betty G. Smith   |
| <b>SIGNATURE:</b>   | /Betty G. Smith/ |
| <b>DATE SIGNED:</b>   | 02/02/2017       |
| <b>Total Attachments: 14</b><br>source=Intellectual Property Security Agreement - Kendra Scott, LLC#page1.tif<br>source=Intellectual Property Security Agreement - Kendra Scott, LLC#page2.tif<br>source=Intellectual Property Security Agreement - Kendra Scott, LLC#page3.tif<br>source=Intellectual Property Security Agreement - Kendra Scott, LLC#page4.tif<br>source=Intellectual Property Security Agreement - Kendra Scott, LLC#page5.tif<br>source=Intellectual Property Security Agreement - Kendra Scott, LLC#page6.tif<br>source=Intellectual Property Security Agreement - Kendra Scott, LLC#page7.tif<br>source=Intellectual Property Security Agreement - Kendra Scott, LLC#page8.tif<br>source=Intellectual Property Security Agreement - Kendra Scott, LLC#page9.tif<br>source=Intellectual Property Security Agreement - Kendra Scott, LLC#page10.tif<br>source=Intellectual Property Security Agreement - Kendra Scott, LLC#page11.tif<br>source=Intellectual Property Security Agreement - Kendra Scott, LLC#page12.tif<br>source=Intellectual Property Security Agreement - Kendra Scott, LLC#page13.tif<br>source=Intellectual Property Security Agreement - Kendra Scott, LLC#page14.tif |                  |

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of February 1, 2017 (the “**Effective Date**”) between each of the signatories hereto (collectively, the “**Grantors**”) in favor of **BANK OF AMERICA, N.A.**, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”).

### RECITALS:

**WHEREAS**, reference is made to that certain Pledge and Security Agreement, dated as of February 1, 2017 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), by and among the Grantors, the other grantors party thereto and the Collateral Agent; and

**WHEREAS**, under the terms of the Pledge and Security Agreement, the Grantors have (i) as collateral security for the payment in full, performance and satisfaction of the Secured Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office and the United States Copyright Office and other applicable Governmental Authorities.

**NOW, THEREFORE**, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Collateral Agent agree as follows:

**Section 1. Defined Terms.** All uppercase terms used but not otherwise defined herein have the meanings given to them in the Pledge and Security Agreement.

**Section 2. Grant of Security.** As collateral security for the payment in full, performance and satisfaction of the Secured Obligations, each Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following Collateral (collectively, the “**IP Collateral**”):

(a) All United States and foreign copyrights (including Community designs), including but not limited to copyrights in software and all rights in and to databases, and all Mask Works (as defined under 17 USC 901 of the United States Copyright Act), whether registered or unregistered, moral rights, reversionary interests, and, with respect to any of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications referred to in Schedule 1 hereto; (ii) all extensions and renewals thereof; (iii) all rights corresponding thereto throughout the world; (iv) all rights in any material which is copyrightable or which is protected by common law, United States or foreign laws, or the law of any State; (v) all rights to sue for past, present and future infringements thereof; (vi) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages and proceeds of suit; and (vii) all works of authorship embodying the copyrights or such copyrighted materials.

(b) All United States and foreign trademarks (including, to the extent constituting a trademark or service mark, trade names, corporate names, company names, business names,

fictitious business names and Internet domain names), service marks, certification marks, collective marks, logos, other source or business identifiers, trade dress and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to: (i) the registrations and applications referred to in Schedule 1 hereto; (ii) all extensions or renewals of any of the foregoing; (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing; (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill; and (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit. Notwithstanding the foregoing, there shall be no security interest or Lien on any trademark application that is filed on an "intent-to-use" basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

**Section 3. Pledge and Security Agreement.** The security interest granted pursuant to this Agreement is granted in conjunction with the Liens and security interests granted to the Collateral Agent for the benefit of the Secured Parties pursuant to the Pledge and Security Agreement. Each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent and the obligations of such Grantor with respect to the Liens and security interests in the IP Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference, *mutatis mutandis*, as if fully set forth herein.

**Section 4. Recordation.** Each Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

**Section 5. Counterparts.** This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

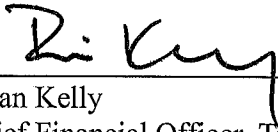
**Section 6. Governing Law.** This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

**Section 7. Conflict Provision.** This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

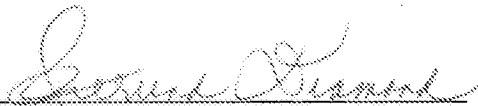
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IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

KENDRA SCOTT, LLC,  
as a Grantor

By:   
Name: Brian Kelly  
Title: Chief Financial Officer, Treasurer  
and Assistant Secretary

**BANK OF AMERICA, N.A., as Collateral Agent**

By:   
Name: Gerund Diamond  
Title: Assistant Vice-President

Kendra Scott, LLC  
Intellectual Property Security Agreement  
Signature Page

**TRADEMARK**  
**REEL: 005981 FRAME: 0989**

SCHEDULE 1 TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Copyrights and Trademarks

Copyrights:

| Grantor           | U.S. Copyright Title           | Registration Date | Registration No. |
|-------------------|--------------------------------|-------------------|------------------|
| Kendra Scott, LLC | Abena.                         | 2012-05-11        | VA0001814656     |
| Kendra Scott, LLC | Adams.                         | 2016-04-12        | VAu001241288     |
| Kendra Scott, LLC | Adela.                         | 2015-08-18        | VA0001983114     |
| Kendra Scott, LLC | Ainsley.                       | 2012-05-11        | VA0001814667     |
| Kendra Scott, LLC | Alden.                         | 2015-04-07        | VA0001955355     |
| Kendra Scott, LLC | Arianna.                       | 2016-04-12        | VAu001241290     |
| Kendra Scott, LLC | Beckett.                       | 2015-08-18        | VA0001983106     |
| Kendra Scott, LLC | Bracelet Star Pattern Comp 92. | 2015-01-19        | VA0001945635     |
| Kendra Scott, LLC | Branson.                       | 2015-08-17        | VA0001983090     |
| Kendra Scott, LLC | Caleb.                         | 2015-08-18        | VA0001983102     |
| Kendra Scott, LLC | Callan.                        | 2015-08-18        | VA0001983097     |
| Kendra Scott, LLC | Candice.                       | 2015-08-18        | VA0001983112     |
| Kendra Scott, LLC | Caralyn.                       | 2015-08-17        | VA0001983089     |
| Kendra Scott, LLC | Carly.                         | 2012-05-11        | VA0001814683     |
| Kendra Scott, LLC | Carmella.                      | 2012-05-11        | VA0001814691     |
| Kendra Scott, LLC | Chandler.                      | 2015-08-18        | VA0001983126     |
| Kendra Scott, LLC | Cindy.                         | 2016-04-12        | VAu001243279     |
| Kendra Scott, LLC | Claire.                        | 2015-08-18        | VA0001983104     |
| Kendra Scott, LLC | Coby.                          | 2015-08-18        | VA0001983105     |
| Kendra Scott, LLC | Connor.                        | 2016-07-07        | VAu001258637     |
| Kendra Scott, LLC | Crystal Collection.            | 2015-01-06        | VA0001944134     |
| Kendra Scott, LLC | CURACAO.                       | 2011-04-21        | VA0001769992     |
| Kendra Scott, LLC | Danielle.                      | 2012-05-08        | VA0001814702     |
| Kendra Scott, LLC | Darby.                         | 2013-01-03        | VA0001855844     |
| Kendra Scott, LLC | Dawn.                          | 2014-03-31        | VA0001908070     |
| Kendra Scott, LLC | Derenda.                       | 2014-07-22        | VA0001922511     |
| Kendra Scott, LLC | Elena.                         | 2012-07-02        | VA0001836292     |

| Grantor   | U.S. Copyright Title                         | Registration Date | Registration No. |
|---|--|-------------------|------------------|
| Kendra Scott, LLC   | Everly.                                      | 2015-08-17        | VA0001982990     |
| Kendra Scott, LLC   | Fiona.                                       | 2012-11-26        | VA0001847984     |
| Kendra Scott, LLC   | Fran-Francie-Frances                         | 2015-08-17        | VA0001982983     |
| Kendra Scott, LLC   | Gabriella                                    | 2015-08-17        | VA0001983001     |
| Kendra Scott, LLC   | Geometric Cross Pattern<br>H14-C11 2.        | 2015-01-22        | VA0001948797     |
| Kendra Scott, LLC   | Geometric Flower Medallion<br>Filigree.      | 2015-01-19        | VA0001945620     |
| Kendra Scott, LLC   | Geometric Flower Medallion<br>Filigree 3D.   | 2015-01-22        | VA0001948832     |
| Kendra Scott, LLC   | Geometric Star Pattern<br>H14 Deposit et al. | 2015-01-20        | VA0001945612     |
| Kendra Scott, LLC   | GIA.   | 2011-04-21        | VA0001769989     |
| Kendra Scott, LLC   | Giada.                                       | 2015-10-12        | VAu001235720     |
| Kendra Scott, LLC   | Gwen.  | 2012-05-08        | VA0001814704     |
| Kendra Scott, LLC   | Gwendolyn.                                   | 2016-04-12        | VAu001250513     |
| Kendra Scott, LLC   | Hagan.                                       | 2014-03-31        | VA0001908125     |
| Kendra Scott, LLC   | Harlie.                                      | 2015-01-06        | VA0001943879     |
| Kendra Scott, LLC   | Harlow.                                      | 2012-07-27        | VA0001836242     |
| Kendra Scott Design,<br>Inc.<br><br>(assignment to Kendra<br>Scott, LLC has been<br>filed with Copyright<br>Office) | Harlow Collection.                           | 2015-01-22        | VAu001215808     |
| Kendra Scott Design,<br>Inc.<br><br>(assignment to Kendra<br>Scott, LLC has been<br>filed with Copyright<br>Office) | Havana.                                      | 2015-06-11        | VA0001969242     |
| Kendra Scott, LLC   | Ignacia.                                     | 2012-06-25        | VA0001836241     |
| Kendra Scott, LLC   | Image of Otomi Tribe Pattern.                | 2014-12-31        | VA0001942989     |
| Kendra Scott, LLC   | Ivy.   | 2014-03-31        | VA0001908112     |
| Kendra Scott, LLC   | Jaime.                                       | 2012-05-11        | VA0001814669     |
| Kendra Scott, LLC   | Jeanine.                                     | 2012-05-11        | VA0001814662     |



| Grantor   | U.S. Copyright Title | Registration Date | Registration No. |
|---|----------------------|-------------------|------------------|
| Kendra Scott, LLC   | Jordana.             | 2014-03-31        | VA0001908126     |
| Kendra Scott, LLC   | Kaki.                | 2014-12-31        | VA0001942976     |
| Kendra Scott, LLC   | Kaplan.              | 2016-04-12        | VA0002002119     |
| Kendra Scott, LLC   | Karenina.            | 2012-05-11        | VA0001814674     |
| Kendra Scott Design, Inc.<br>(assignment to Kendra Scott, LLC has been filed with Copyright Office) | Kay-Mariah-Owen.     | 2015-04-24        | VA0001964413     |
| Kendra Scott, LLC   | Keller.              | 2015-04-24        | VA0001964015     |
| Kendra Scott Design, Inc.<br>(assignment to Kendra Scott, LLC has been filed with Copyright Office) | Kirby.               | 2015-04-24        | VA0001964016     |
| Kendra Scott, LLC   | Lacey.               | 2015-04-07        | VA0001955698     |
| Kendra Scott, LLC   | Lucca.               | 2014-03-31        | VA0001908082     |
| Kendra Scott, LLC   | Madina.              | 2014-03-31        | VA0001908102     |
| Kendra Scott, LLC   | Maggie.              | 2014-03-31        | VA0001908078     |
| Kendra Scott, LLC   | Marci-Monroe         | 2016-04-12        | VAu001241289     |
| Kendra Scott, LLC   | Maren.               | 2012-05-22        | VA0001824875     |
| Kendra Scott, LLC   | Margot.              | 2015-08-18        | VA0001983115     |
| Kendra Scott, LLC   | Marisol.             | 2013-11-07        | VA0001892150     |
| Kendra Scott, LLC   | Melody.              | 2012-05-11        | VA0001814660     |
| Kendra Scott, LLC   | Mercer.              | 2012-05-11        | VA0001814661     |
| Kendra Scott, LLC   | Miles.               | 2015-08-18        | VA0001983099     |
| Kendra Scott, LLC   | Mira.                | 2016-07-07        | VAu001258461     |
| Kendra Scott, LLC   | Nelsie.              | 2012-11-26        | VA0001847985     |
| Kendra Scott, LLC   | Nemera.              | 2014-03-31        | VA0001908089     |
| Kendra Scott Design, Inc.<br>(assignment to Kendra Scott, LLC has been                              | Nichole.             | 2015-06-11        | VA0001969241     |

| Grantor   | U.S. Copyright Title                   | Registration Date | Registration No. |
|---|--|-------------------|------------------|
| filed with Copyright Office)  |  |                   |                  |
| Kendra Scott, LLC   | Nicki.                                 | 2011-07-05        | VA0001780660     |
| Kendra Scott, LLC   | NOLITA.                                | 2011-04-21        | VA0001769984     |
| Kendra Scott, LLC   | Nyla.                                  | 2012-05-11        | VA0001814690     |
| Kendra Scott, LLC   | Open Center Flower Medallion Filigree. | 2015-01-15        | VA0001945339     |
| Kendra Scott, LLC   | Ora.                                   | 2012-05-11        | VA0001814672     |
| Kendra Scott, LLC   | Otylia.                                | 2012-08-13        | VA0001836248     |
| Kendra Scott, LLC   | Paley.                                 | 2012-05-11        | VA0001814643     |
| Kendra Scott, LLC   | Poppy.                                 | 2012-08-13        | VA0001836253     |
| Kendra Scott, LLC   | Print Flower Medallion Filigree.       | 2015-01-15        | VA0001945341     |
| Kendra Scott, LLC   | Rainey.                                | 2015-08-18        | VA0001983094     |
| Kendra Scott, LLC   | Rayne.                                 | 2013-03-07        | VA0001860870     |
| Kendra Scott, LLC   | Reed.                                  | 2016-04-12        | VAu001241285     |
| Kendra Scott, LLC   | Rena.                                  | 2012-05-11        | VA0001814648     |
| Kendra Scott, LLC   | Roni.                                  | 2012-06-04        | VA0001836289     |
| Kendra Scott, LLC   | Rumer.                                 | 2014-03-31        | VA0001908121     |
| Kendra Scott, LLC   | Ryker.                                 | 2015-08-17        | VA0001983091     |
| Kendra Scott, LLC   | Salome.                                | 2012-05-11        | VA0001814652     |
| Kendra Scott, LLC   | Sawyer.                                | 2016-04-12        | VAu001241291     |
| Kendra Scott, LLC   | Sayers.                                | 2016-04-12        | VAu001243308     |
| Kendra Scott Design, Inc.<br>(assignment to Kendra Scott, LLC has been filed with Copyright Office) | Selena.                                | 2015-04-24        | VA0001964014     |
| Kendra Scott, LLC   | Shallon.                               | 2016-04-12        | VAu001250514     |
| Kendra Scott Design, Inc.<br>(assignment to Kendra Scott, LLC has been filed with Copyright Office) | Smith.                                 | 2015-04-24        | VA0001964013     |
| Kendra Scott, LLC   | SONA.                                  | 2011-04-21        | VA0001769983     |
| Kendra Scott, LLC   | Sophee.                                | 2014-12-31        | VA0001942991     |

| Grantor   | U.S. Copyright Title                           | Registration Date | Registration No. |
|---|--|-------------------|------------------|
| Kendra Scott, LLC   | Stacked Crystal Point Collection.              | 2016-07-07        | VAu001258460     |
| Kendra Scott, LLC   | Symmetrical Flower Medallion Filigree.         | 2015-02-04        | VA0001950225     |
| Kendra Scott, LLC   | Tanay.   | 2014-12-31        | VA0001942990     |
| Kendra Scott, LLC   | Tiffany.                                       | 2012-07-27        | VA0001836256     |
| Kendra Scott, LLC   | Tima.  | 2014-03-31        | VA0001908127     |
| Kendra Scott Design, Inc.<br>(assignment to Kendra Scott, LLC has been filed with Copyright Office) | Toby.  | 2015-04-24        | VA0001964012     |
| Kendra Scott, LLC   | Trista.  | 2012-05-11        | VA0001814658     |
| Kendra Scott, LLC   | ULYSSIA.                                       | 2011-04-21        | VA0001769993     |
| Kendra Scott Design, Inc.<br>(assignment to Kendra Scott, LLC has been filed with Copyright Office) | Website Pattern Print Flower Medallion Design. | 2015-02-04        | VA0001964874     |
| Kendra Scott, LLC   | Zahara.  | 2012-05-11        | VA0001814699     |

Pending Copyrights:

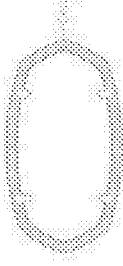
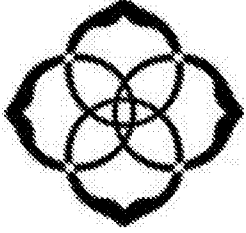
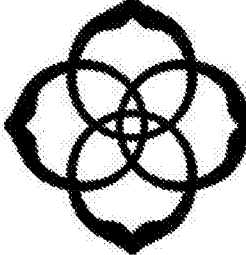
| Grantor           | U.S. Copyright Title        | Registration No. |
|-------------------|-----------------------------|------------------|
| Kendra Scott, LLC | ABBY                        | PENDING          |
| Kendra Scott, LLC | ABSTRACT CRYSTAL COLLECTION | PENDING          |
| Kendra Scott, LLC | ADELLA                      | PENDING          |
| Kendra Scott, LLC | ALECTRA                     | PENDING          |
| Kendra Scott, LLC | ANASTASIA                   | PENDING          |
| Kendra Scott, LLC | ANDRINA                     | PENDING          |
| Kendra Scott, LLC | ARROWHEAD COLLECTION        | PENDING          |
| Kendra Scott, LLC | ARYSSA                      | PENDING          |
| Kendra Scott, LLC | ASHLYN                      | PENDING          |
| Kendra Scott, LLC | AURILLA                     | PENDING          |
| Kendra Scott, LLC | BENNING                     | PENDING          |
| Kendra Scott, LLC | CADEN                       | PENDING          |
| Kendra Scott, LLC | CALE                        | PENDING          |
| Kendra Scott, LLC | CLAUDIA                     | PENDING          |

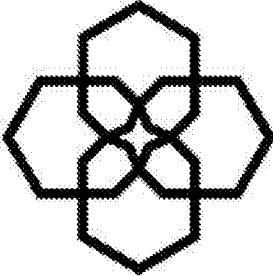
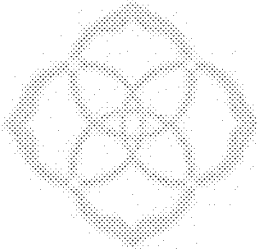
| Grantor           | U.S. Copyright Title                | Registration No. |
|-------------------|-------------------------------------|------------------|
| Kendra Scott, LLC | COLE                                | PENDING          |
| Kendra Scott, LLC | COLLETTE                            | PENDING          |
| Kendra Scott, LLC | CRESCENT COLLECTION                 | PENDING          |
| Kendra Scott, LLC | EMELINA                             | PENDING          |
| Kendra Scott, LLC | HARPER                              | PENDING          |
| Kendra Scott, LLC | ISABELLA                            | PENDING          |
| Kendra Scott, LLC | ISADORA                             | PENDING          |
| Kendra Scott, LLC | JUDE                                | PENDING          |
| Kendra Scott, LLC | KALINA                              | PENDING          |
| Kendra Scott, LLC | KAPRI                               | PENDING          |
| Kendra Scott, LLC | KATHY                               | PENDING          |
| Kendra Scott, LLC | KATRINA                             | PENDING          |
| Kendra Scott, LLC | KENDRA SCOTT NAIL LACQUER<br>BOTTLE | PENDING          |
| Kendra Scott, LLC | KENSEY-CALEY                        | PENDING          |
| Kendra Scott, LLC | KINSLEY                             | PENDING          |
| Kendra Scott, LLC | KRISTA                              | PENDING          |
| Kendra Scott, LLC | LETY                                | PENDING          |
| Kendra Scott, LLC | LUCY                                | PENDING          |
| Kendra Scott, LLC | LYLA                                | PENDING          |
| Kendra Scott, LLC | MADISON                             | PENDING          |
| Kendra Scott, LLC | MAISEY                              | PENDING          |
| Kendra Scott, LLC | MATILDA                             | PENDING          |
| Kendra Scott, LLC | MIA                                 | PENDING          |
| Kendra Scott, LLC | MILLER                              | PENDING          |
| Kendra Scott, LLC | MONICA                              | PENDING          |
| Kendra Scott, LLC | OPHELIA                             | PENDING          |
| Kendra Scott, LLC | PHOEBE                              | PENDING          |
| Kendra Scott, LLC | RAQUEL                              | PENDING          |
| Kendra Scott, LLC | RENEE                               | PENDING          |
| Kendra Scott, LLC | RILEY                               | PENDING          |
| Kendra Scott, LLC | ROBYN                               | PENDING          |
| Kendra Scott, LLC | SERAPHINA                           | PENDING          |
| Kendra Scott, LLC | SLOAN                               | PENDING          |
| Kendra Scott, LLC | STASSI                              | PENDING          |
| Kendra Scott, LLC | STELLA                              | PENDING          |
| Kendra Scott, LLC | STERLING                            | PENDING          |
| Kendra Scott, LLC | SUZETTE                             | PENDING          |
| Kendra Scott, LLC | TALLULAH                            | PENDING          |

| Grantor           | U.S. Copyright Title | Registration No. |
|-------------------|----------------------|------------------|
| Kendra Scott, LLC | TATUM                | PENDING          |
| Kendra Scott, LLC | TEAGAN               | PENDING          |
| Kendra Scott, LLC | TRICIA               | PENDING          |
| Kendra Scott, LLC | TROIAN               | PENDING          |
| Kendra Scott, LLC | WHIT-WHITLEE         | PENDING          |
| Kendra Scott, LLC | YASMIN               | PENDING          |
| Kendra Scott, LLC | ZORTE                | PENDING          |
| Kendra Scott, LLC | ZULY                 | PENDING          |

Trademarks:

| Grantor           | Country/<br>Jurisdiction | Trademarks/Name/Serial Number/Registration<br>Number  | Status/Status Date                         |
|-------------------|--------------------------|---|--|
| Kendra Scott, LLC | U.S.                     | COLOR BAR<br><br><b>Color Bar</b><br><br>RN: 4159941<br>SN: 85248716  | Registered<br>June 19, 2012                |
| Kendra Scott, LLC | U.S.                     | Design Only<br><br><br><br>SN: 87218074                  | Pending<br>October 27, 2016                |
| Kendra Scott, LLC | U.S.                     | I DO<br><br><b>I do</b><br><br>SN: 77859007   | Pending –<br>Suspended<br>August 10, 2010  |
| Kendra Scott, LLC | U.S.                     | Design Only<br><br><br><br>RN: 4967470<br>SN: 86601470 | Registered<br>Section 2(F)<br>May 31, 2016 |

| Grantor           | Country/<br>Jurisdiction | Trademarks/Name/Serial Number/Registration<br>Number  | Status/Status Date                         |
|-------------------|--------------------------|---|--|
| Kendra Scott, LLC | U.S.                     | Design Only<br><br>RN: 4967469<br>SN: 86601462   | Registered<br>Section 2(F)<br>May 31, 2016 |
| Kendra Scott, LLC | U.S.                     | Design Only<br><br>SN: 86485010                 | Published<br>May 26, 2015                  |
| Kendra Scott, LLC | U.S.                     | Design Only<br><br>RN: 4838307<br>SN: 86492825 | Registered<br>October 20, 2015             |

| Grantor           | Country/<br>Jurisdiction | Trademarks/Name/Serial Number/Registration<br>Number  | Status/Status Date             |
|-------------------|--------------------------|---|--------------------------------|
| Kendra Scott, LLC | U.S.                     | <p>Design Only</p>  <p>RN: 4838297<br/>SN: 86488304</p>  | Registered<br>October 20, 2015 |
| Kendra Scott, LLC | U.S.                     | <p>Design Only</p>  <p>RN: 4297566<br/>SN: 85615070</p> | Registered<br>March 5, 2013    |