

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM441064

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lulu's Fashion Lounge, LLC, as Grantor		08/28/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS COLLATERAL AGENT		
Street Address:	11 Madison Avenue		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	National Banking Association: SWITZERLAND		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3743618	LULUS	
Registration Number:	3743619	LULU'S	
Registration Number:	4719183	LULUS	
Registration Number:	4719184	LULU'S	
Registration Number:	4723509	LULU'S	
Registration Number:	4895469	COVETED CURATED COLLECTED	
Registration Number:	5168140	LULUS	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	202-370-4750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Melony Sot		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20005		
NAME OF SUBMITTER:	JUSTIN HUNTE		

OP \$190.00 3743618

SIGNATURE:	/JUSTIN HUNTE/
DATE SIGNED:	08/29/2017
Total Attachments: 6 source=Lulus - 2017 - Trademark Security Agreement [Cogency]#page2.tif source=Lulus - 2017 - Trademark Security Agreement [Cogency]#page3.tif source=Lulus - 2017 - Trademark Security Agreement [Cogency]#page4.tif source=Lulus - 2017 - Trademark Security Agreement [Cogency]#page5.tif source=Lulus - 2017 - Trademark Security Agreement [Cogency]#page6.tif source=Lulus - 2017 - Trademark Security Agreement [Cogency]#page7.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 28, 2017, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Credit Suisse AG, Cayman Islands Branch (“CS”), as Collateral Agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of August 28, 2017 (as the same may be amended, restated, amended and restated, extended, refinanced, supplemented or otherwise modified from time to time, the “Credit Agreement”) by and among Lulu’s Fashion Lounge, LLC, a Delaware limited liability company (the “Borrower”), Lulu’s Fashion Lounge Parent, LLC, a Delaware limited liability company, as Holdings and a Guarantor thereunder, Credit Suisse AG, Cayman Islands Branch, as Administrative Agent and as Collateral Agent for the Lenders and the Lenders party thereto, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of even date herewith in favor of the Agent (as such agreement may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee, and grant a security interest in substantially all of its assets to secure, the Obligations (as defined in the Credit Agreement); and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby grants to the Agent for the benefit of the Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks, including, without limitation, those United States Trademarks referred to on Schedule 1 hereto; provided, however that no lien on or security interest is granted on any "intent to use" Trademark applications for which a statement of use or amendment to allege use has not been filed and accepted by the United States Patent and Trademark Office;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the Guaranty and Security Agreement, the terms of the Guaranty and Security Agreement shall govern.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other actions are, in the reasonable business judgment of the Grantor, necessary or desirable in connection with its Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law and Jurisdiction. (a) The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Trademark Security Agreement including, without limitation, its validity, interpretation, construction, performance and enforcement (including, without limitation, any claims based in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

(b) Any legal action or proceeding with respect to any Loan Document shall be brought exclusively in the courts of the State of New York located in the City of

New York, Borough of Manhattan, or of the United States of America for the Southern District of New York and, by execution and delivery of this Trademark Security Agreement, each Grantor and each other party hereto hereby accepts for itself and in respect of its Property, generally and unconditionally, the jurisdiction of the aforesaid courts; provided that nothing in this Trademark Security Agreement shall limit the right of any party to commence any proceeding in any court of any other jurisdiction to the extent such party determines that such action is necessary or appropriate to exercise its rights or remedies under the Loan Documents. The parties hereto (and, to the extent set forth in any other Loan Document, each Lender) hereby irrevocably waive any objection, including any objection to the laying of venue or based on the grounds of *forum non conveniens*, that any of them may now or hereafter have to the bringing of any such action or proceeding in such jurisdictions.

(c) Each of the parties hereto hereby irrevocably waives personal service of any and all legal process, summons, notices and other documents and other service of process of any kind and consents to such service in any suit, action or proceeding brought in the United States of America with respect to or otherwise arising out of or in connection with any Loan Document by any means permitted by applicable Requirements of Law, including by the mailing thereof (by registered or certified mail, postage prepaid) to the address of such party specified herein (and shall be effective when such mailing shall be effective, as provided therein). Each party hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.


(d) Nothing contained in this Section 6 shall affect the right of any party hereto to serve process in any other manner permitted by applicable Requirements of Law or commence legal proceedings or otherwise proceed against any party hereto in any other jurisdiction.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

LULU'S FASHION LOUNGE, LLC,
as Grantor

By: 

Name: Colleen Winter

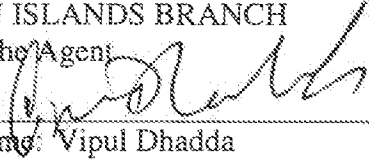
Title: Chief Executive Officer, President and
Secretary

ACKNOWLEDGED AND AGREED
as of the date first above written:

CREDIT SUISSE AG,
CAYMAN ISLANDS BRANCH

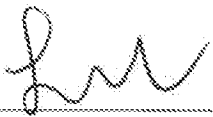
as the Agent

By:


Name: Vipul Dhadha

Title: Authorized Signatory

By:


Name: Joan Park

Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]



[[3671642]]

TRADEMARK
REEL: 006140 FRAME: 0592

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

REGISTERED TRADEMARKS

Trademark	Country	Filing date	Appl. No.	Reg. date	Reg. No.	Owner
LULUS	US	02/08/08	77391945	02/02/10	3743618	Lulu's Fashion Lounge, LLC
	US	02/08/08	77392110	02/02/10	3743619	Lulu's Fashion Lounge, LLC
LULUS	US	04/08/14	86245622	04/14/2015	4719183	Lulu's Fashion Lounge, LLC
	US	04/08/14	86245630	04/14/2015	4719184	Lulu's Fashion Lounge, LLC
LULU'S	US	09/10/14	86391389	04/21/15	4723509	Lulu's Fashion Lounge, LLC
COVETED CURATED COLLECTED	US	06/30/15	86678756	02/02/16	4895469	Lulu's Fashion Lounge, LLC
LULUS	US	03/30/16	86957983	03/21/17	5168140	Lulu's Fashion Lounge, LLC