

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM479858

<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>
SARA HAPP, INC.		08/03/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MONTAGE CAPITAL II, L.P.		
<b>Street Address:</b>	900 East Hamilton Avenue, Suite 100		
<b>City:</b>	Campbell		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95008		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5447209	LIP AIRBRUSH	
<b>Serial Number:</b>	87579099	SWEET CLAY	
<b>Serial Number:</b>	87577319	PLUMP & PRIME	
<b>Serial Number:</b>	87577237	PAINLESS PLUMPING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6506440520		
<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>	6506483802		
<b>Email:</b>	patty@pattycheng.com		
<b>Correspondent Name:</b>	Patty Cheng		
<b>Address Line 1:</b>	2625 Middlefield Road Suite 215		
<b>Address Line 4:</b>	Palo Alto, CALIFORNIA 94306		
<b>NAME OF SUBMITTER:</b>	Patty Cheng		
<b>SIGNATURE:</b>	/s/ Patty Cheng		
<b>DATE SIGNED:</b>	06/28/2018		
<b>Total Attachments: 5</b>			
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source=Sara Happ - IPSA - executed (updated June 2018)#page3.tif			

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of August 3, 2017 by and between Sara Happ, Inc., a Delaware corporation (“Borrower”) and Montage Capital II, L.P., a Delaware limited partnership (“Lender”).

### RECITALS

Lender has agreed to make certain advances of money and to extend certain financial accommodations to Borrower under that certain Loan and Security Agreement by and between Lender and Borrower dated of even date herewith (as amended from time to time, the “Loan Agreement”). Capitalized terms used herein are used as defined in the Loan Agreement. Pursuant to the terms of the Loan Agreement, Borrower has granted to Lender a security interest in its personal property.

NOW, THEREFORE, Borrower agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Borrower and Lender, Borrower grants to Lender a security interest in all of Borrower’s right, title and interest in, its intellectual property (including without limitation those copyrights, patents and trademarks listed on Schedules A, B and C hereto) and 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. Borrower represents and warrants that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Borrower 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 the event that any signature is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original hereof.

[SIGNATURE PAGE FOLLOWS]


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

Address of Borrower:

8901 S. LaCienega Blvd., Suite 109  
Inglewood, CA 90301  
Attn: Sara Happ, CEO

**BORROWER:**

SARA HAPP, INC.

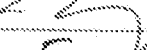
By:   
Name: Sara Happ  
Title: President

Address of Lender:

900 East Hamilton Avenue, Suite 100  
Campbell, CA 95008  
Attn: Eric Gonzales

**LENDER:**

MONTAGE CAPITAL II, L.P.

By:   
Name: Eric Gonzales  
Title: Managing Director

TRADEMARK

REEL: 006366 FRAME: 0530

SCHEDULE A

Copyrights

If None, check this box:

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>

SCHEDULE B

Patents

If None, check this box:

<u>Description</u>	<u>Patent / Application Number</u>	<u>Issue /Application Date</u>

SCHEDULE C

Trademarks

If None, check this box:

<u>Description</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Application / Registration Date</u>
THE LIP EXPERT	87100654	5207936	5/23/17
SARA HAPP	86525777	4840148	10/27/15
THE LIP SCRUB	78770622		*
THE LIP SLIP	77213859	3613088	4/28/09
SARA HAPP	77213898	3384802	*
<b>LIP AIRBRUSH</b>	<b>87579199</b>	<b>5447209</b>	<b>4/17/18</b>
<b>SWEET CLAY</b>	<b>87579099</b>		<b>8/22/17</b>
<b>PLUMP &amp; PRIME</b>	<b>87577319</b>		<b>8/21/17</b>
<b>PAINLESS PLUMPING</b>	<b>87577237</b>		<b>8/21/17</b>