

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM482208

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
bL, LLC		07/11/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	John Davenport		
Street Address:	DTI Global		
Internal Address:	Two Ravinia Drive, Suite 850		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30346		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 30			
Property Type	Number	Word Mark	
Registration Number:	5276924	BLUSHCLUTCH	
Registration Number:	4257103		
Registration Number:	4260828	BUTTER LONDON	
Registration Number:	5276923	BRONZERCLUTCH	
Registration Number:	3079241	BUTTER LONDON	
Registration Number:	4679188	BUTTER LONDON	
Registration Number:	4230620	BUTTER LONDON	
Registration Number:	4479132	BUTTER LONDON	
Registration Number:	4857933	BUTTER LONDON	
Registration Number:	4956501	BUTTER LONDON	
Serial Number:	87052861	CRAFTED WITH CARE	
Registration Number:	5134281	DOUBLE DECKER LASHES	
Registration Number:	4952639	ELECTRALASH	
Serial Number:	86537116	FIT LASH	
Registration Number:	5360464	GLAZEN	
Registration Number:	4389322	HANDBAG HOLIDAY	
Registration Number:	4392159	HORSE POWER	
Registration Number:	5044604	ICONOCLAST	
TRADEMARK			

OP \$765.00 5276924

Property Type	Number	Word Mark
Registration Number:	4951057	MELT AWAY
Registration Number:	5272338	OH MY, HOW HIGH!
Registration Number:	4993999	P.D. QUICK DRY CONDITIONING DROPS
Registration Number:	4952143	PATENT SHINE 10X
Registration Number:	4984964	PLUSH RUSH
Registration Number:	5402394	PURE, POSH & PLAYFUL
Serial Number:	87340378	PURECURE PEEL-OFF GEL LACQUER
Registration Number:	4993998	QUICKFIX MOISTURIZING CUTICLE BALM
Registration Number:	4462099	SCRUBBERS
Registration Number:	5286677	SHADOWCLUTCH
Registration Number:	4985104	SHEER WISDOM
Serial Number:	87496214	STROKE OF WOW

CORRESPONDENCE DATA

Fax Number:

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: 4048156340

Email: sharrison@kilpatricktownsend.com

Correspondent Name: Susan Harrison

Address Line 1: 1100 Peachtree Street

Address Line 4: Atlanta, GEORGIA 30309

NAME OF SUBMITTER:	Susan Harrison
SIGNATURE:	/Susan Harrison/
DATE SIGNED:	07/17/2018

Total Attachments: 15

- source=Security Agreement bL LLC in favor of Davenport#page1.tif
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of July 11, 2018 (this "Agreement"), is made by **bL, LLC**, a Delaware limited liability company (the "Grantor"), in favor of **John Davenport** ("Lender"), an individual having an address at c/o DTI Global, Two Ravinia Drive, Suite 850, Atlanta, GA 30346.

WITNESSETH:

WHEREAS, Lender has made a secured loan in the principal amount of \$2,250,000 to Grantor on or about the date hereof (the "Loan") as evidenced by that certain Secured Promissory Note dated the date hereof made by Grantor to Lender (as hereafter amended, restated, supplemented or modified, the "Promissory Note"); and

WHEREAS, Lender is willing to make the Loan, but only upon the condition, among others, that Grantor shall have executed and delivered to the Lender (a) that certain Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), and (b) this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **Definitions**. All capitalized terms used but not otherwise defined herein shall have the meaning assigned thereto in the Promissory Note or in the Security Agreement, as applicable.

2. **Grant of Security Interest**. To secure the prompt and complete payment of all indebtedness and payment obligations of Grantor to Secured Party under the Promissory Note and all other Obligations (as such term is defined in the Security Agreement) (collectively, the "Secured Liabilities"), Grantor hereby pledges and grants to the Lender a continuing first priority security interest and Lien in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Intellectual Property Collateral"):

(a) any and all patents and patent applications, on a world-wide basis, whether current, pending or to be filed (including patents issued in respect of any application, confirmation patents, registration patents and patents of addition) including, without limitation, those identified on Schedule I attached hereto and made apart hereof;

(b) all trademarks (including service marks), trade names, trade dress, trade styles, corporate names, company names, business names, fictitious business names, elements of package, internet domain names, logos and other source identifiers, on a world-wide basis, and the registrations and applications for registration thereof including, but not limited to, the registered trademarks and

service marks and the U.S. trademarks and service marks applications set forth on Schedule II hereto and the goodwill of the business symbolized by the foregoing

- (b) all inventions and improvements described and claimed therein;
- (c) all licenses of the foregoing, whether as licensee or licensor;
- (d) all reissues, reexaminations, adjustment, divisions, continuations, renewals, extensions and continuations-in-part of the foregoing (including any supplementary protection certificates);
- (e) all income, royalties, damages, claims and payments now or hereafter due or payable under and with respect to the foregoing, including, without limitation, damages and payments for past and future infringements of the foregoing;
- (f) the right to sue for past, present and future infringements, misappropriation, dilution, violation or other impairment thereof and, in each case, all rights to obtain any other intellectual property right ancillary to any patent; of the foregoing;
- (g) all rights corresponding to any of the foregoing throughout the world; and
- (h) all accessions to, substitutions for and replacements, proceeds, insurance proceeds and products of the foregoing, together with all books and records, confidential or proprietary information, data, databases, data collections, customer lists, credit files, programs, printouts and other computer materials and records, trade secrets or trade secret rights, know-how, operating manuals, research in progress algorithms, data, databases, data collections, designs, processes, procedures, methods, protocols, materials, formulate, drawings, schematics, blueprints, flow charts, models, strategies, prototypes, techniques, regulatory filings, submissions and approvals related to any of the foregoing and the results of experimentation and testing.

3. **Representations and Warranties**. Grantor represents and warrants to the Lender that it does not have any interest in, or title to, any patent or trademark except as set forth in Schedule I and Schedule II, respectively, hereto. This Agreement is effective to create a valid and continuing Lien on and, upon the filing hereof with the United States Patent and Trademark Office, perfected security interests in favor of the Lender in all of Grantor's patents and trademarks and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, Grantor. Upon filing of this Agreement with the United States Patent and Trademark Office and the filing of an appropriate UCC Financing Statement in the office of the Secretary of State of Delaware naming Grantor as debtor and Lender as secured party and covering the Collateral as described in Section 1 of the Security Agreement or "all assets", all action necessary or

desirable to protect and perfect the Lender's Lien on Grantor's patents and trademarks shall have been duly taken.

4. **Covenants**. Grantor covenants and agrees with the Lender that from and after the date of this Agreement and until the Termination Date:

(a) Grantor shall notify the Lender immediately if it knows or has reason to know that any application or registration relating to any patent or trademark (now or hereafter existing) may become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or any court) regarding Grantor's ownership of any patent, or trademark, its right to register the same, or to keep and maintain the same.

(b) In no event shall Grantor, either directly or through any agent, employee, licensee or designee, file an application for the registration of any patent or trademark with the United States Patent and Trademark Office or any similar office or agency without giving the Lender prior written notice thereof, and, upon request of the Lender, Grantor shall execute and deliver a supplement hereto (in form and substance satisfactory to the Lender) to evidence Lender's Lien on such patent or trademark, and the general intangibles (as such term is defined in the UCC) of Grantor relating thereto or represented thereby.

(c) Grantor shall take all actions necessary or requested by the Lender to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the patents or trademarks (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings.

(d) In the event that any of the Intellectual Property Collateral is infringed upon, or misappropriated or diluted by a third party, Grantor shall notify the Lender promptly after Grantor learns thereof. Grantor shall, unless it shall reasonably determine that such Intellectual Property Collateral is in no way material to the conduct of its business or operations, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and shall take such other actions as the Lender shall deem appropriate under the circumstances to protect such Intellectual Property Collateral.

5. **Security Agreement**. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Lender pursuant to the Security Agreement. Each of Grantor and Lender expressly agree that the security interest granted by Grantor under this Agreement and the security interest granted by Grantor under the Security Agreement in the Intellectual Property Collateral are intended to be treated as a single security interest for purposes of Article 9 of the UCC and other applicable law. The exercise by the Lender of any rights or remedies

with respect to any of the Intellectual Property Collateral shall be deemed to be an exercise of such rights or remedies in connection with both this Intellectual Property Security Agreement and the Security Agreement. In the event of any inconsistency between the terms and conditions of this Intellectual Property Security Agreement and the Security Agreement, then the terms and conditions of the Security Agreement shall prevail.

6. **Reinstatement.** This Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Secured Liabilities, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Secured Liabilities, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. If any payment, or any part thereof, is rescinded, reduced, restored or returned, the Secured Liabilities shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

7. **Notices.** Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Security Agreement.


8. **Termination.** Subject to Section 6 hereof, this Agreement and all security interests and other liens granted or conveyed hereunder shall remain in full force and effect and shall be irrevocable until such time as the Promissory Note has been paid in full and fully discharged and no Secured Liabilities remain outstanding and Lender is under no further obligation to extend credit to Grantor.

9. **Governing Law.** EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ANY OF THE LOAN DOCUMENTS, IN ALL RESPECTS, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT AND THE OBLIGATIONS ARISING HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF DELAWARE APPLICABLE TO CONTRACTS MADE AND PERFORMED IN THAT STATE, AND ANY APPLICABLE LAWS OF THE UNITED STATES OF AMERICA.

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

bL, LLC, a Delaware limited liability company

By: 
Name: Robert K. Cohen
Title: Executive Chairman and Chief
Executive Officer

ACCEPTED AND ACKNOWLEDGED by:

JOHN DAVENPORT

John Davenport

ACKNOWLEDGMENT OF GRANTOR

STATE OF Georgia

COUNTY OF Fulton

On ^{9th} this 9th day of ~~June~~ ^{July}, 2018, before me personally appeared Robert K. Cohen, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of bL, LLC, a Delaware limited liability company, who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its sole member or board of managers (or equivalent governing body) and that he acknowledged said instrument to be the free act and deed of said company.

Kathleen E Jones

Notary Public

{seal}



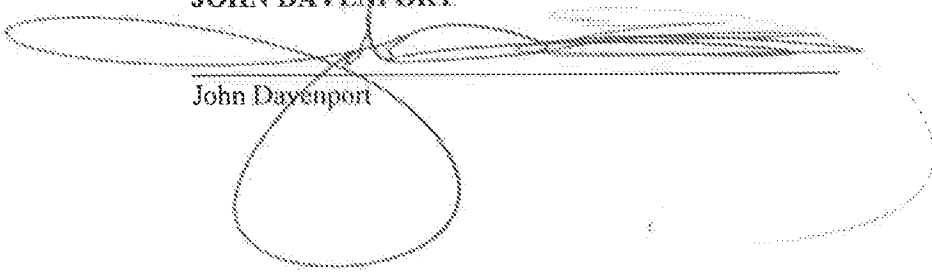
IN WITNESS WHEREOF, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer or other representative as of the date first set forth above.

bL, LLC, a Delaware limited liability company

By: _____
Name: Robert K. Cohen
Title: Executive Chairman and Chief
Executive Officer

ACCEPTED AND ACKNOWLEDGED by:

JOHN DAVENPORT



John Davenport

SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Not applicable.

SCHEDULE II
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I TRADEMARK REGISTRATIONS

Mark	Jurisdiction	Reg. No.	Reg. Date	App. No.	App. Date	Grantor	Status
1 BLUSHCLUTCH	UNITED STATES	5,276,924	8/29/2017	86/690,155	7/10/2015	bl, LLC	REGISTERED
2 BOTTLE TRADE DRESS	UNITED STATES	4,257,103	12/11/2012	85/602,496	4/19/2012	bl, LLC	REGISTERED
3 BOTTLE TRADE DRESS	WIPO	1139624	10/18/2012	1139624	10/18/2012	bl, LLC	REGISTERED
4 BOTTLE TRADE DRESS WITH butter LONDON (Stylized)	UNITED STATES	4,260,828	12/18/2012	85/602,502	4/19/2012	bl, LLC	REGISTERED
5 BOTTLE TRADE DRESS WITH butter LONDON (Stylized)	WIPO	1139623	10/18/2012	1139623	10/18/2012	bl, LLC	REGISTERED
6 BOTTLE TRADE DRESS WITH butter LONDON (Stylized)	EUROPEAN UNION (EUTM & RCD)	1139623	10/18/2012	1139623	10/18/2012	bl, LLC	REGISTERED
7 BRONZERCUTCH	UNITED STATES	5,276,923	8/29/2017	86/690,124	7/10/2015	bl, LLC	REGISTERED
8 butter LONDON	UNITED STATES	3,079,241	4/11/2006	78/588,497	3/16/2005	bl, LLC	REGISTERED
9 BUTTER LONDON	UNITED STATES	4,679,188	1/27/2015	85/234,868	2/4/2011	bl, LLC	REGISTERED
10 BUTTER LONDON	UNITED STATES	4,230,620	10/23/2012	85/234,874	2/4/2011	bl, LLC	REGISTERED
11 BUTTER LONDON	UNITED STATES	4,479,132	2/4/2014	85/980,812	2/4/2011	bl, LLC	REGISTERED
12 BUTTER LONDON	CANADA	TMA992456	3/14/2018	1538416	8/4/2011	bl, LLC	REGISTERED
13 BUTTER LONDON	HONG KONG	301994996	8/4/2011	301994996	8/4/2011	bl, LLC	REGISTERED
14 BUTTER LONDON	NEW ZEALAND	846981	2/4/2011	846981	8/3/2011	bl, LLC	REGISTERED
15 BUTTER LONDON	TAIWAN	1518707	5/16/2012	100039274	8/3/2011	bl, LLC	REGISTERED




Mark	Jurisdiction	Reg. No.	Reg. Date	App. No.	App. Date	Grantor	Status
16 BUTTER LONDON	UNITED STATES	4,857,933	11/24/2015	86/460,749	11/20/2014	bl, LLC	REGISTERED
17 BUTTER LONDON	EUROPEAN UNION (EUTM & RCD)	014056881	11/16/2015	014056881	5/13/2015	bl, LLC	REGISTERED
18 BUTTER LONDON	WIPO	1091209	8/3/2011	1091209	8/3/2011	bl, LLC	REGISTERED
19 BUTTER LONDON	EUROPEAN UNION (EUTM & RCD)	1091209	8/3/2011	1091209	8/3/2011	bl, LLC	REGISTERED
20 BUTTER LONDON	JAPAN	1091209	8/3/2011	1091209	8/3/2011	bl, LLC	REGISTERED
21 BUTTER LONDON	SOUTH KOREA	1091209	8/3/2011	1091209	8/3/2011	bl, LLC	REGISTERED
22 BUTTER LONDON	AUSTRALIA	1091209	8/3/2011	1091209	8/3/2011	bl, LLC	REGISTERED
23 BUTTER LONDON	CANADA			1728808	5/19/2015	bl, LLC	ALLOWED
24 BUTTER LONDON	COLOMBIA	571017	7/18/2017	15113507	5/19/2015	bl, LLC	REGISTERED
25 BUTTER LONDON	MALAYSIA	2015057485	7/27/2016	2015057485	5/15/2015	bl, LLC	REGISTERED
26 BUTTER LONDON	SINGAPORE	40201508402W	11/11/2015	40201508402W	5/20/2015	bl, LLC	REGISTERED
27 BUTTER LONDON	THAILAND	171111272	4/7/2017	986623	5/20/2015	bl, LLC	REGISTERED
28 BUTTER LONDON	THAILAND	171108748	3/16/2017	986624	5/20/2015	bl, LLC	REGISTERED
29 BUTTER LONDON	AUSTRALIA	1694250	9/29/2016	1694250	5/18/2015	bl, LLC	REGISTERED
30 BUTTER LONDON & Design	UNITED STATES	4,956,501	5/10/2016	86/312,212	6/17/2014	bl, LLC	REGISTERED
31 butter LONDON & Design	AUSTRALIA	1664821	9/16/2016	1664821	12/16/2014	bl, LLC	REGISTERED
32 butter LONDON & Design	CANADA	TMA991902	3/6/2018	1707579	12/17/2014	bl, LLC	REGISTERED
33 butter LONDON & Design	EUROPEAN UNION (EUTM & RCD)	013579925	6/30/2015	013579925	12/16/2014	bl, LLC	REGISTERED
34 butter LONDON & Design	MALAYSIA	2014069032	7/26/2016	2014069032	12/17/2014	bl, LLC	REGISTERED
35 butter LONDON & Design	SINGAPORE	40201402258V	7/7/2015	40201402258V	12/16/2014	bl, LLC	REGISTERED
36 BUTTER LONDON ICONOCLAST	EUROPEAN UNION (EUTM & RCD)	013743695	8/19/2015	013743695	2/16/2015	bl, LLC	REGISTERED
37 CRAFTED WITH CARE	UNITED STATES			87/052,861	5/27/2016	bl, LLC	TO ABANDON
38 DOUBLE DECKER LASHES	UNITED STATES	5,134,281	1/31/2017	86/664,059	6/16/2015	bl, LLC	REGISTERED
39 DOUBLE DECKER LASHES	AUSTRALIA	1737478	6/17/2016	1737478	11/26/2015	bl, LLC	REGISTERED


Mark	Jurisdiction	Reg. No.	Reg. Date	App. No.	App. Date	Grantor	Status	
40	DOUBLE DECKER LASHES	EUROPEAN UNION (EUTM & RCD)	014840979	7/29/2016	014840979	11/27/2015	bl, LLC	REGISTERED
41	ELECTRALASH	UNITED STATES	4,952,639	5/3/2016	86/535,077	2/13/2015	bl, LLC	REGISTERED
42	ELECTRALASH	AUSTRALIA	1713348	11/25/2015	1713348	8/11/2015	bl, LLC	REGISTERED
43	ELECTRALASH	EUROPEAN UNION (EUTM & RCD)	014461032	3/8/2016	014461032	8/11/2015	bl, LLC	REGISTERED
44	FIT LASH	UNITED STATES			86/537,116	2/17/2015	bl, LLC	TO ABANDON
45	FIT LASH	EUROPEAN UNION (EUTM & RCD)	014461024	3/8/2016	014461024	8/11/2015	bl, LLC	REGISTERED
46	GLAZEN	UNITED STATES	5,360,464	12/19/2017	86/825,209	11/18/2015	bl, LLC	REGISTERED
47	HANDBAG HOLIDAY	UNITED STATES	4,389,322	8/20/2013	85/653,657	6/15/2012	bl, LLC	REGISTERED
48	HORSE POWER	UNITED STATES	4,392,159	8/27/2013	85/829,597	1/22/2013	bl, LLC	REGISTERED
49	HORSE POWER	CANADA	TMA941608	6/22/2016	1636156	7/22/2013	bl, LLC	REGISTERED
50	HORSE POWER	WIPO	1170811	7/18/2013	1170811	7/18/2013	bl, LLC	REGISTERED
51	HORSE POWER	EUROPEAN UNION (EUTM & RCD)	1170811	7/18/2013	1170811	7/18/2013	bl, LLC	REGISTERED
52	HORSE POWER	CHINA	1170811	7/18/2013	1170811	7/18/2013	bl, LLC	REGISTERED
53	HORSE POWER	AUSTRALIA	1170811	7/18/2013	1170811	7/18/2013	bl, LLC	REGISTERED
54	ICONOCLAST	UNITED STATES	5,044,604	9/20/2016	86/896,673	2/3/2016	bl, LLC	REGISTERED
55	ICONOCLAST	EUROPEAN UNION (EUTM & RCD)	015424153	11/14/2016	015424153	5/11/2016	bl, LLC	REGISTERED
56	ICONOCLAST	CANADA	TMA992195	3/9/2018	1786398	6/9/2016	bl, LLC	REGISTERED
57	LIPPY BLOODY BRILLIANT	EUROPEAN UNION (EUTM & RCD)	013743653	8/19/2015	013743653	2/16/2015	bl, LLC	REGISTERED

Mark	Jurisdiction	Reg. No.	Reg. Date	App. No.	App. Date	Grantor	Status
58 MELT AWAY	CANADA	TVA985966	11/30/2017	1766143	2/2/2016	bl, LLC	REGISTERED
59 MELT AWAY	UNITED STATES	4,951,057	5/3/2016	86762,632	9/21/2015	bl, LLC	REGISTERED
60 MELT AWAY	AUSTRALIA	1744352	7/8/2016	1744352	1/5/2016	bl, LLC	REGISTERED
61 MELT AWAY	EUROPEAN UNION (EUTM & RCD)	014967178	8/3/2016	014967178	12/29/2015	bl, LLC	REGISTERED
62 OH MY, HOW HIGH!	UNITED STATES	5,272,338	8/22/2017	87/040,174	5/17/2016	bl, LLC	REGISTERED
63 OH MY, HOW HIGH!	EUROPEAN UNION (EUTM & RCD)	015572001	12/21/2016	015572001	6/22/2016	bl, LLC	REGISTERED
64 P.D. QUICK DRY CONDITIONING DROPS	UNITED STATES	4,993,999	7/5/2016	86/401,944	9/22/2014	bl, LLC	REGISTERED
65 PATENT SHINE 10X	UNITED STATES	4,952,143	5/3/2016	86/379,664	8/28/2014	bl, LLC	REGISTERED
66 PATENT SHINE 10X	EUROPEAN UNION (EUTM & RCD)	013743661	8/19/2015	013743661	2/16/2015	bl, LLC	REGISTERED
67 PLUSH RUSH	UNITED STATES	4,984,964	6/21/2016	86/627,454	5/12/2015	bl, LLC	REGISTERED
68 PLUSH RUSH	EUROPEAN UNION (EUTM & RCD)	014332563	1/11/2016	014332563	7/3/2015	bl, LLC	REGISTERED
69 PLUSH RUSH	CANADA			1747915	9/28/2015	bl, LLC	ALLOWED
70 PLUSH RUSH	AUSTRALIA	1730327	7/27/2017	1730327	10/26/2015	bl, LLC	REGISTERED
71 POLARIZED	EUROPEAN UNION (EUTM & RCD)	015570872	12/22/2016	015570872	6/22/2016	bl, LLC	REGISTERED
72 PURE, POSH & PLAYFUL	UNITED STATES	5,402,394	2/13/2018	87/052,873	5/27/2016	bl, LLC	REGISTERED
73 PURECURE PEEL-OFF GEL LACQUER	UNITED STATES			87/340,378	2/17/2017	bl, LLC	ALLOWED
74 PURECURE PEEL-OFF GEL LACQUER	EUROPEAN UNION (EUTM & RCD)	016439572	9/20/2017	016439572	3/7/2017	bl, LLC	REGISTERED

Mark	Jurisdiction	Reg. No.	Reg. Date	App. No.	App. Date	Grantor	Status
75 QUICKFIX MOISTURIZING CUTICLE BALM	UNITED STATES	4,993,998	7/5/2016	86/401,930	9/22/2014	bl, LLC	REGISTERED
76 SCRUBBERS	UNITED STATES	4,462,099	1/7/2014	85/936,660	5/20/2013	bl, LLC	REGISTERED
77 SCRUBBERS	CANADA	TMA943325	7/14/2016	1641288	8/28/2013	bl, LLC	REGISTERED
78 SCRUBBERS	WIPO	1182459	10/21/2013	1182459	10/21/2013	bl, LLC	REGISTERED
79 SCRUBBERS	EUROPEAN UNION (EUTM & RCD)	1182459	10/21/2013	1182459	10/21/2013	bl, LLC	REGISTERED
80 SCRUBBERS	CHINA	1182459	10/21/2013	1182459	10/21/2013	bl, LLC	REGISTERED
81 SHADOWCLUTCH	UNITED STATES	5,286,677	9/12/2017	86/501,135	1/12/2015	bl, LLC	REGISTERED
82 SHADOWCLUTCH	EUROPEAN UNION (EUTM & RCD)	013903794	10/2/2015	013903794	4/1/2015	bl, LLC	REGISTERED
83 SHEER WISDOM	UNITED STATES	4,985,104	6/21/2016	86/664,016	6/16/2015	bl, LLC	REGISTERED
84 SHEER WISDOM	EUROPEAN UNION (EUTM & RCD)	014507289	4/22/2016	014507289	8/26/2015	bl, LLC	REGISTERED
85 SHEER WISDOM	AUSTRALIA	1730316	4/22/2016	1730316	10/26/2015	bl, LLC	REGISTERED
86 SHEER WISDOM	CANADA			1753847	11/6/2015	bl, LLC	ALLOWED
87 SMOKESTICKS	AUSTRALIA	1713372	8/11/2015	1713372	8/11/2015	bl, LLC	REGISTERED
88 SMOKESTICKS	EUROPEAN UNION (EUTM & RCD)	014461041	3/8/2016	014461041	8/11/2015	bl, LLC	REGISTERED
89 STROKE OF WOW	UNITED STATES			87/496,214	6/19/2017	bl, LLC	ALLOWED
90 STROKE OF WOW	EUROPEAN UNION (EUTM & RCD)	016929044	12/28/2017	016929044	6/27/2017	bl, LLC	REGISTERED
91 STROKE OF WOW	CANADA			1872957	12/13/2017	bl, LLC	PENDING
92 STROKE OF WOW	AUSTRALIA	1891964	4/20/2018	1891964	12/5/2017	bl, LLC	REGISTERED

II. COPYRIGHT REGISTRATIONS

	<u>Copyright Title</u>	<u>Copyright Number</u>	<u>Registration Date</u>
1.	Branwen Raven Logo - Black & White 	VA00001828433	2012-07-10
2.	Branwen Raven Logo – Color 	VA00001828432	2012-07-10
3.	Image of butter LONDON LLC Signature Design 	VA00001828430	2012-07-10

	<u>Copyright Title</u>	<u>Copyright Number</u>	<u>Registration Date</u>
4.	[Branwen Raven Logo (Simple)]  Recorded Document – Assignment for Titles 1, 2 & 3 <u>Party 1:</u> butter LONDON, LLC (Washington Entity) <u>Party 2:</u> butter LONDON, LLC (Delaware Entity) Recording the assignment of Reg. Nos. VA0001828433, VA0001828432, VA 0001943983 and VA0001828430	VA0001943983	2014-09-22
		V9915D691	2014-07-14 (date recorded)

TRADEMARK

REEL: 006383 FRAME: 0311

RECORDED: 07/17/2018