

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM476555

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Brilliant Earth, LLC		05/18/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Shea Ventures, LLC		
Street Address:	655 Brea Canyon Road		
City:	Walnut		
State/Country:	CALIFORNIA		
Postal Code:	91789		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5427002	BRILLIANT EARTH	
Registration Number:	3851727	BRILLIANT EARTH	
Registration Number:	3449211	LUXURY WITH A CONSCIENCE	
Registration Number:	5427003		
Registration Number:	3608760		
CORRESPONDENCE DATA			
Fax Number:	6172484000		
<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:	617-248-5000		
Email:	tadmin@choate.com		
Correspondent Name:	Daniel L. Scales		
Address Line 1:	Two International Place		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	2005706-0024		
NAME OF SUBMITTER:	Daniel L. Scales		
SIGNATURE:	/daniel l. scales/		
DATE SIGNED:	06/04/2018		

OP \$140.00 5427002

Total Attachments: 7

source=Brilliant Earth, LLC#page1.tif

source=Brilliant Earth, LLC#page2.tif

source=Brilliant Earth, LLC#page3.tif

source=Brilliant Earth, LLC#page4.tif

source=Brilliant Earth, LLC#page5.tif

source=Brilliant Earth, LLC#page6.tif

source=Brilliant Earth, LLC#page7.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of May 18, 2018 by and between Brilliant Earth, LLC (the "Grantor") and Shea Ventures, LLC, a California limited liability company, as secured party representative (the "Representative") for holders of certain Promissory Notes (the "Promissory Notes") dated the date hereof and issued by the Grantor.

RECITALS

A. The holders of the Promissory Notes have agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the manner set forth in the Promissory Notes (capitalized terms used herein are used as defined in the Promissory Notes).

B. Pursuant to the terms of the Security Agreement (as defined below), Grantor has granted to holders of the Promissory Notes 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 Grantor's intellectual property.

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 Grantor's obligations under the Promissory Notes, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Grantor's obligations under the Promissory Notes, Grantor grants and pledges to the holders of the Promissory Notes a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(c) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(d) All proceeds and products of the foregoing.

Notwithstanding the foregoing, the Intellectual Property Collateral shall not be deemed to include any lease, license, contract, property right or agreement (collectively, "Agreements") to which Grantor is party, or any license, consent, permit, variance, certification, authorization or approval of any governmental authority (or any person or entity acting on behalf of any governmental authority) of which

the Grantor is the owner or beneficiary (collectively with the Agreements, "Instruments"), or any of its rights or interests thereunder, and any other property in which Grantor is not permitted by applicable law or by the terms of any instrument to which Grantor is a party or by which Grantor or any of its property is bound, to grant a security interest, if and for so long as the grant of such security interest shall constitute or result in (1) the abandonment, invalidation or unenforceability of any right, title or interest of the Grantor therein or (2) a breach or termination pursuant to the terms of, or a default under, any such lease, license, contract, property right or agreement, such license, consent, permit variance, certification, authorization or approval, or such instrument (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the Uniform Commercial Code of any relevant jurisdiction or any other applicable law or principles of equity).

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by the Representative.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Security Agreement dated the date hereof among Grantor and the holders of the Promissory Notes (the "Security Agreement"), which is hereby incorporated by reference. The rights and remedies of the Grantors with respect to the Intellectual Property Collateral are as provided by the Security Agreement, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Termination. Upon the payment in full of the Grantor's obligations under the Promissory Notes, the security interest granted hereby shall terminate and all rights to the Intellectual Property Collateral shall revert to the Grantor. Upon any such termination the Representative and the holders of the Promissory Notes will, at the Grantor's expense, execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such termination.

5. Execution in 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 to 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.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

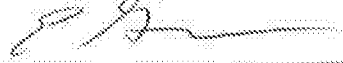
7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[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.

GRANTOR:

BRILLIANT EARTH, LLC

By: 

Title: Co-CEO

REPRESENTATIVE:

Shea Ventures, LLC, a California limited liability company

By: _____

Title: Secured Party Representative

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:

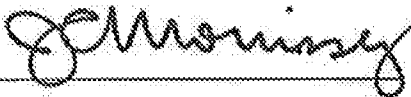
BRILLIANT EARTH, LLC

By: _____

Title: _____

REPRESENTATIVE:

Shea Ventures, LLC, a California limited liability company

By:  _____

Title: Secured Party Representative

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Chamise Diamond Ring	VA0002007702	June 4, 2015
Willow Diamond Ring	VA0002007703	June 4, 2015

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

None

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
BRILLIANT EARTH	5427002	March 20, 2018
BRILLIANT EARTH	3851727	September 21, 2010
LUXURY WITH A CONSCIENCE	3449211	June 17, 2008
Plant With Diamond Shaped Structure In Center Design	5427003	March 20, 2018
Plant With Diamond Shaped Structure In Center Design	3608760	April 21, 2009