

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM487828

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lilah Beauty, Inc.		08/24/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Windsong Lilah B, LLC		
Street Address:	15 Riverside Ave.		
City:	Westport		
State/Country:	CONNECTICUT		
Postal Code:	06880		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	5177574	AGLOW FACE MIST	
Registration Number:	4929275	BRONZED BEAUTY	
Registration Number:	4919065	DIVINE DUO	
Registration Number:	5355370	LILAH B.	
Registration Number:	4749767	LILAH B.	
Registration Number:	5386945	LILAH BEAUTY	
Registration Number:	5004136		
Registration Number:	5083474	VIRTUOUS VEIL	
Registration Number:	4933188	WITH LESS, YOU ARE MORE	
Serial Number:	87563627	MARVELOUS MATTE	
CORRESPONDENCE DATA			
Fax Number:	9494754754		
<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:	949-451-3800		
Email:	skann@gibsondunn.com		
Correspondent Name:	Stephanie Kann		
Address Line 1:	3161 Michelson Drive		
Address Line 2:	Gibson, Dunn & Crutcher LLP		
Address Line 4:	Irvine, CALIFORNIA 92612		

CH \$265.00 5177574

ATTORNEY DOCKET NUMBER:	93018-00006
NAME OF SUBMITTER:	Stephanie Kann
SIGNATURE:	/stephanie kann/
DATE SIGNED:	08/28/2018

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of August 24, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, this “IP Security Agreement”), is made by Lilah Beauty, Inc., a Delaware corporation (the “Grantor”), in favor of Windsong Lilah B, LLC (the “Purchaser”).

WHEREAS, the Grantor is party to a Convertible Note Purchase and Security Agreement dated as of the date hereof (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Note Purchase Agreement”) by and among the Grantor and the Purchaser, pursuant to which the Grantor granted a security interest to the Purchaser in the IP Collateral (as defined below) and is required to execute and deliver this IP Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Purchaser as follows:

SECTION 1. Defined Terms

Unless otherwise defined herein, terms defined in the Note Purchase Agreement and used herein have the meaning given to them in the Note Purchase Agreement.

SECTION 2. Grant of Security Interest in IP Collateral

SECTION 2.1 Grant of Security. The Grantor hereby grants to the Purchaser a security interest in all of the Grantor’s right, title and interest in and to the following (the “IP Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor’s Obligations:

(a) (i) all United States and foreign copyrights, whether or not the underlying works of authorship have been published and whether as author, assignee, transferee or otherwise, including but not limited to copyrights in software and databases, all Mask Works (as defined in 17 U.S.C. 901 of the U.S. Copyright Act) and all works of authorship, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations, copyright applications, mask works registrations and mask works applications, and any renewals or extensions thereof, including each registration and application identified in Schedule 1, and (ii) the rights to print, publish and distribute any of the foregoing (“Copyrights”);

(b) all Copyright licenses to the extent the Grantor is not the granting party, including any of the foregoing identified in Schedule 1;

(c) (i) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the property described in (a) and (b) above, and (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the property described in (a) and (b) above;

(d) (i) all United States, state and foreign trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, logos, or other indicia of origin or source identification, Internet domain names, trademark and service mark registrations, designs and general intangibles of like nature and applications for trademark or service mark registrations and any renewals thereof, including each registration and application identified in Schedule 2 (but excluding in all cases all intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the U.S. Patent and Trademark Office provided that upon such filing and acceptance, such intent-to-use applications shall be included in the definition of Trademarks) and (ii) the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the “Trademarks”);

(e) all Trademark licenses to the extent the Grantor is not the granting party, including any of the foregoing identified in Schedule 2;

(f) (i) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the property described in (d) and (e) above, and (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the property described in (d) and (e) above;

(g) (i) all United States and foreign patents, patent applications and patentable inventions, including each issued patent and patent application identified in Schedule 3, all certificates of invention or similar property rights and all registrations, recordings and pending applications thereof, (ii) all inventions and improvements described and claimed therein and (iii) all reissues, divisions, reexaminations, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon (collectively, the “Patents”);

(h) all Patent licenses to the extent the Grantor is not the granting party, including any of the foregoing identified in Schedule 3;

(i) (i) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the property described in (g) and (h) above, and (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the property described in (g) and (h) above; and

(j) all proceeds of any and all of the foregoing.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the IP Collateral include or the security interest granted under Section 2.1 hereof attach to any intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the U.S. Patent and Trademark Office

provided that upon such filing and acceptance, such intent-to-use applications shall be included in the definition of Trademarks.

SECTION 3. Recordation

The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable United States or foreign government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts

This IP Security Agreement may be executed in any number of counterparts (including by telecopy or other electronic transmission), 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.

SECTION 5. Governing Law

THIS IP SECURITY 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 IP SECURITY AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

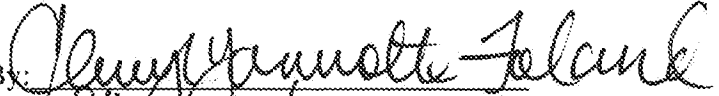
SECTION 6. Conflict Provision

This IP Security Agreement has been entered into in conjunction with the provisions of the Note Purchase 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 Note Purchase Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this IP Security Agreement are in conflict with the Note Purchase Agreement, the provisions of the Note Purchase Agreement, as applicable, shall govern.

[signature pages follow]

IN WITNESS WHEREOF, each of the undersigned has caused this IP Security Agreement to be duly executed and delivered as of the date first above written.

LILAH BEAUTY, INC.

By: 
Name: Cheryl Yarnott Foland
Title: PRESIDENT + CEO

WINDSONG LILAH B, LLC,
as the Purchaser


By: _____
Name:
Title:

IN WITNESS WHEREOF, each of the undersigned has caused this IP Security Agreement to be duly executed and delivered as of the date first above written.

LILAH BEAUTY, INC.

By: _____
Name:
Title:

WINDSONG LILAH B, LLC,
as the Purchaser

By:  _____
Name: William Sweedler
Title: partner

COPYRIGHTS

None

TRADEMARKS

[Attached]

Trademark List – Lilah Beauty, Inc.

Mark	Jurisdiction	Status	Class/Goods	Registration Date	Registration No.
AGLOW FACE MIST	United States	Registered	03: Non-medicated skin care preparations, namely, skin hydrating spray and moisturizing preparations for the skin; topical skin sprays for hydration and cosmetic purposes.	Apr-04-2017	5177574
BRONZED BEAUTY	United States	Registered	03: cosmetics	Mar-29-2016	4929275
DIVINE DUO LILAH B.	United States	Registered	03: cosmetics	Mar-15-2016	4919065
LILAH B.	Argentina	Registered	03: (full class protection obtained)	May-23-2016	2805867
LILAH B.	Australia (IR Extension)	Registered	03: Cosmetics; lipstick; face powders; body powders; face, body and hand creams; non-medicated foot creams; non-medicated skin care preparations; fragrances; perfume.	Jun-09-2015	1266580
LILAH B.	Brazil	Refused	03: cosmetics; lipstick; face powders; body powders; face, body and hand creams; non-medicated foot creams; non-medicated skin care preparations; fragrances; perfume		
LILAH B.	Canada	Registered	cosmetics; lipstick; face powders and non-medicated skin care preparations	Apr-05-2018	TMA993824
LILAH B.	China	Registered	03: Cosmetics; lipstick; make-up powders; talcum powder; creams (cosmetic -); skin care (cosmetic preparations for -); perfumery; perfume; soap; cleaning preparations; shoe polish; grinding preparations; dentifrices; incense; shampoos for pets; air fragrance preparations.	Sep-14-2016	17400644
LILAH B.	European Community	Registered	03: Cosmetics; lipstick; face and body powders; face, body and hand creams; non-medicated foot creams; non-medicated skin care preparations; fragrances; perfume.	Oct-28-2014	12955779
LILAH B.	Hong Kong	Registered	03: cosmetics; lipstick; face powders; body powders; face, body and hand creams; non-medicated foot creams; non-medicated skin care preparations; fragrances; perfume	Jun-19-2015	303447883
LILAH B.	Japan (IR Extension)	Registered	03: Cosmetics; lipstick; face powders; body powders; face, body and hand creams; non-medicated foot creams; non-medicated skin care preparations; fragrances; perfume.	Jun-09-2015	1266580
LILAH B.	International Registration (IR)	Registered	03: Cosmetics; lipstick; face powders; body powders; face, body and hand creams; non-medicated foot creams; non-medicated skin care preparations; fragrances; perfume.	Jun-09-2015	1266580
LILAH B.	Mexico (IR Extension)	Registered	03: Cosmetics; lipstick; face powders; body powders; face, body and hand creams; non-medicated foot creams; non-medicated skin care preparations; fragrances; perfume.	Jun-09-2015	1266580
LILAH B.	Korea (IR Extension)	Registered	03: Cosmetics; lipstick; face powders; body powders; face, body and hand creams; non-medicated foot creams; non-medicated skin care preparations; fragrances; perfume.	Jun-09-2015	1266580
LILAH B.	Taiwan	Registered	03: cosmetics; lipstick; face powders; body powders; face, body and hand creams; non-medicated foot creams; non-medicated skin care preparations; fragrances; perfume	Jan-16-2016	01749401
LILAH B.	United States	Registered	03: face creams; non-medicated skin care preparations	Dec-12-2017	5355370
LILAH B.	United States	Registered	03: Cosmetics; lipstick; face powders.	Jun-02-2015	4749767
LILAH BEAUTY	Brazil	Opposed	03: cosmetics; lipstick; face powders; body powders; face, body and hand creams; non-medicated foot creams; non-medicated skin care preparations; fragrances; perfume		
LILAH BEAUTY	United States	Registered	35: retail store services and online retail store services featuring personal care products, skin care products, cosmetics	Jan-23-2018	5386945
MARVELOUS MATTE	United States	Allowed	03: cosmetics		
Trade Dress in Cosmetic Container	United States	Registered	03: cosmetics; lipstick; face powders	Jul-19-2016	5004136
VIRTUOUS VEIL	United States	Registered	03: cosmetics	Nov-15-2016	5083474
WITH LESS, YOU ARE MORE	United States	Registered	03: Cosmetics; lipstick; and face powder.	Apr-05-2016	4933188

PATENTS

[Attached]

HCT HOLDINGS GROUP LTD. - LILAH BEAUTY LLC - Summary of Industrial Design Patent Matters

File Ref.	Client's Ref.	Country	Title	Reg. No.	Reg. Date
026399-0437581	LIL-001(DES)-AR	Argentina	COSMETIC CONTAINER	88344	4/20/15
026399-0437504	LIL-001 (DES)-(JP)	Japan	COSMETIC CONTAINER	1535465	9/11/15
026399-0437546	LIL-001(DES)-TW	Taiwan	COSMETIC CONTAINER	D171359	10/21/15
026399-0437424	LIL-001 (DES)-CA	Canada	COSMETIC CONTAINER	162043	12/11/15
026399-0437548	LIL-001(DES)-HK	Hong Kong	COSMETIC CONTAINER	1500647.9	7/3/15
026399-0437503	LIL-001 (DES)-(CN)	China	COSMETIC CONTAINER	ZL201530075033.8	9/16/15
026399-0437422	LIL-001 (Des)-(EU)	European Community	COSMETIC CONTAINER	2666784-0000001	3/24/15
026399-0437502	LIL-001 (DES)-(AU)	Australia	COSMETIC CONTAINER	360987	4/8/15
026399-0434384	LIL-001 (DES)-US	United States of America	COSMETIC CONTAINER	D759897	6/21/16
026399-0437582	LIL-001(DES)-BR	Brazil	COSMETIC CONTAINER	BR302015001825-9	6/26/16
026399-0437583	LIL-001(DES)-MX	Mexico	COSMETIC CONTAINER	4805	10/14/16
026399-0437584	LIL-001(DES)-KR	Republic of Korea	COSMETIC CONTAINER	30-0847735	3/28/16