

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM534779

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|-----------------------------------|---|-----------------------|-----------------------|
| SUBMISSION TYPE: | CORRECTIVE ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Corrective Assignment to correct the updated Exhibit C previously recorded on Reel 006542 Frame 0482. Assignor(s) hereby confirms the updated Exhibit C with additional trademarks. | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Sugarfina, Inc. | | 11/28/2018 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Goldman Sachs Specialty Lending Holdings, Inc. | | |
| Street Address: | 2001 Ross Ave., Suite 2800 | | |
| City: | Dallas | | |
| State/Country: | TEXAS | | |
| Postal Code: | 75201 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 24 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 87514303 | BOURBON BEARS | |
| Serial Number: | 87461714 | MOSCOW MULE BEARS | |
| Registration Number: | 5433600 | SUGARFINA | |
| Serial Number: | 87664755 | CHAMPAGNE BEARS | |
| Serial Number: | 87586905 | | |
| Serial Number: | 87586901 | | |
| Serial Number: | 87514320 | SUGARFINA | |
| Registration Number: | 5352422 | GREEN JUICE BEARS | |
| Registration Number: | 5466509 | ROSÉ BEARS | |
| Registration Number: | 5557215 | SKINNY MARGARITA | |
| Registration Number: | 5189927 | ROSE ALL DAY | |
| Registration Number: | 5072441 | GUMMY LOVE | |
| Registration Number: | 4981752 | PEACH BELLINI | |
| Registration Number: | 4943323 | SUGAR LIPS | |
| Registration Number: | 4943322 | CUBA LIBRE | |
| Registration Number: | 4838646 | CANDY BENTO BOX | |
| Registration Number: | 4799040 | BUBBLY BEARS | |
| Registration Number: | 4676875 | | |

OP \$615.00 87514303

| Property Type | Number | Word Mark |
|----------------------|----------|-----------------|
| Registration Number: | 4677276 | SUGARFINA |
| Registration Number: | 4293752 | CHAMPAGNE BEARS |
| Registration Number: | 4405745 | SUGARFINA |
| Serial Number: | 87264489 | CANDY CUBE |
| Serial Number: | 87461715 | COLD BREW BEARS |
| Serial Number: | 87514332 | SUGARFINA |

CORRESPONDENCE DATA

Fax Number: 4045725100

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: 4045723428

Email: TKirillova@KSLAW.com

Correspondent Name: Tatyana Kirillova, Paralegal

Address Line 1: 1180 Peachtree Street N.E.

Address Line 2: King & Spalding LLP

Address Line 4: Atlanta, GEORGIA 30309

| | |
|--------------------------------|-----------------------|
| ATTORNEY DOCKET NUMBER: | 14868.515017 |
| NAME OF SUBMITTER: | Tatyana Kirillova |
| SIGNATURE: | //Tatyana Kirillova// |
| DATE SIGNED: | 08/01/2019 |

Total Attachments: 12

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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM500777

| | |
|------------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | INTELLECTUAL PROPERTY SECURITY AGREEMENT |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-----------------|----------|----------------|-----------------------|
| SUGARFINA, INC. | | 11/28/2018 | Corporation: DELAWARE |

RECEIVING PARTY DATA

| | |
|------------------------|--|
| Name: | GOLDMAN SACHS SPECIALTY LENDING HOLDINGS, INC. |
| Street Address: | 2001 Ross Ave., Suite 2800 |
| City: | Dallas |
| State/Country: | TEXAS |
| Postal Code: | 75201 |
| Entity Type: | Corporation: DELAWARE |

PROPERTY NUMBERS Total: 21

| Property Type | Number | Word Mark |
|----------------------|----------|-------------------|
| Serial Number: | 87514303 | BOURBON BEARS |
| Serial Number: | 87461714 | MOSCOW MULE BEARS |
| Registration Number: | 5433600 | SUGARFINA |
| Serial Number: | 87664755 | CHAMPAGNE BEARS |
| Serial Number: | 87586905 | |
| Serial Number: | 87586901 | |
| Serial Number: | 87514320 | SUGARFINA |
| Registration Number: | 5352422 | GREEN JUICE BEARS |
| Registration Number: | 5466509 | ROSÉ BEARS |
| Registration Number: | 5557215 | SKINNY MARGARITA |
| Registration Number: | 5189927 | ROSE ALL DAY |
| Registration Number: | 5072441 | GUMMY LOVE |
| Registration Number: | 4981752 | PEACH BELLINI |
| Registration Number: | 4943323 | SUGAR LIPS |
| Registration Number: | 4943322 | CUBA LIBRE |
| Registration Number: | 4838646 | CANDY BENTO BOX |
| Registration Number: | 4799040 | BUBBLY BEARS |
| Registration Number: | 4676875 | |
| Registration Number: | 4677276 | SUGARFINA |

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (“Agreement”) is entered into as of November 28, 2018 by and between **GOLDMAN SACHS SPECIALTY LENDING HOLDINGS, INC. (“Purchaser”)** and **SUGARFINA, INC.**, a Delaware corporation (**“Grantor”**).

RECITALS

A. Purchaser has agreed to purchase certain senior secured notes from the Grantor in the amounts and manner set forth in that certain Note Purchase Agreement by and between Purchaser and Grantor dated the Closing Date (as the same may be amended, restated, modified or supplemented from time to time, the **“Note Agreement”**; capitalized terms used herein are used as defined in the Note Agreement). Purchaser is willing to purchase the Notes from Grantor, but only upon the condition, among others, that Grantor shall grant to Purchaser a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Notes and other Note Documents.

B. Pursuant to the terms of the Note Agreement, Grantor has granted to Purchaser 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 Collateral.

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 the Obligations, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. To secure the Obligations, Grantor grants and pledges to Purchaser a security interest in all such Grantor’s right, title and interest in, to and under its Intellectual Property, including, without limitation, those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto, and including, without limitation, 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.

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 Purchaser.

3. Authorization. Grantor hereby authorizes Purchaser to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Note Documents. This Agreement has been entered into pursuant to and in conjunction with the Note Agreement, which is hereby incorporated by reference. The provisions of the Note Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Purchaser with respect to the Intellectual Property Collateral are as provided by the Note Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

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 THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ITS CONFLICTS OF LAW PROVISIONS (OTHER THAN SECTION 5-1401 AND SECTION 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAWS).

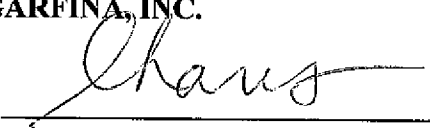
[Signature page follows.]

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:

SUGARFINA, INC.

By: _____


Lisa Harris
Chief Financial Officer

[Signature Page to Intellectual Property Security Agreement]

PURCHASER:

**GOLDMAN SACHS SPECIALTY LENDING
HOLDINGS, INC.**

sec

By: 

Name:

Gaurav Seth

Title:

Authorized Signatory

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK

REEL: 006711 FRAME: 0576

EXHIBIT A

Copyrights

| Description | Registration Number | Registration Date |
|--|---------------------|-------------------|
| Custom Gifts Catalog (2017) | TXu002064702 | 10/05/2017 |
| Sugarfina Bento Box Open View 1 | VA0001963482 | 08/08/2014 |
| Sugarfina Fishscale | VA0001963484 | 08/08/2014 |
| Sugarfina Holiday Custom Catalog (2017) | TXu002069065 | 10/24/2017 |
| Sugarfina Slider Box Open | VA0001963483 | 08/08/2014 |

EXHIBIT B

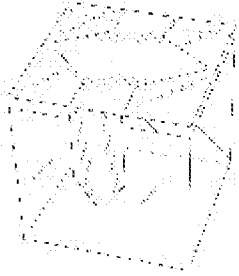
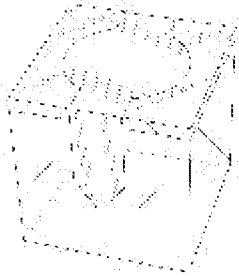
Patents

| Description | Application/Registration Number | Application/Registration Date |
|---------------------------------|---------------------------------|-------------------------------|
| Packaging and Display Apparatus | 10,053,274 | 08/21/2018 |
| Packaging | D731,323 | 06/09/2015 |
| Packaging | D755,641 | 05/10/2016 |
| Packaging | D763,683 | 08/16/2016 |
| Packaging | D763,684 | 08/16/2016 |
| Packaging | D823,134 | 07/17/2017 |
| Packaging | D823,696 | 07/24/2018 |

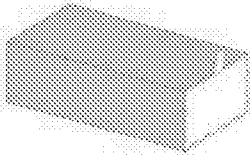
| Description | Application/Registration Number | Application/Registration Date |
|--------------------|---------------------------------|-------------------------------|
| Packaging | D826,069 | 08/21/2018 |
| Packaging | D826,731 | 08/28/2018 |
| Packaging | D826,734 | 08/28/2018 |
| Packaging | D826,735 | 08/28/2018 |
| Packaging | D826,736 | 08/28/2018 |
| Packaging Assembly | 15/064,188 | 03/08/2016 |
| Packaging | D829,569 | 10/02/2018 |

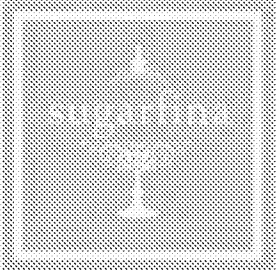
EXHIBIT C

Trademarks

| Description | Serial/Registration Number | Filing/Registration Date |
|---|----------------------------|--------------------------|
| BOURBON BEARS | 87/514,303 | 07/03/2017 |
| MOSCOW MULE BEARS | 87/461,714 | 05/24/2017 |
| SUGARFINA | 5,433,600 | 03/27/2018 |
| CHAMPAGNE BEARS | 87/664,755 | 10/30/2017 |
|  | 87/586,905 | 08/28/2017 |
|  | 87/586,901 | 08/28/2017 |

| Description | Serial/Registration Number | Filing/Registration Date |
|-------------------|----------------------------|--------------------------|
| SUGARFINA | 87/514,320 | 07/03/2017 |
| GREEN JUICE BEARS | 5,352,422 | 12/05/2017 |
| ROSÉ BEARS | 5,466,509 | 05/08/2018 |
| SKINNY MARGARITA | 5,557,215 | 09/04/2018 |
| ROSÉ ALL DAY | 5,189,927 | 04/25/2017 |
| GUMMY LOVE | 5,072,441 | 11/01/2016 |
| PEACH BELLINI | 4,981,752 | 06/21/2016 |
| SUGAR LIPS | 4,943,323 | 04/19/2016 |

| Description | Serial/Registration Number | Filing/Registration Date |
|--|----------------------------|--------------------------|
| CUBA LIBRE | 4,943,322 | 04/16/2016 |
| CANDY BENTO BOX | 4,838,646 | 10/20/2015 |
| BUBBLY BEARS | 4,799,040 | 08/25/2015 |
|  | 4,676,875 | 01/20/2015 |
| SUGARFINA | 4,677,276 | 01/27/2015 |
| CHAMPAGNE BEARS | 4,293,752 | 02/19/2013 |
| SUGARFINA (& design) | 4,405,745 | 09/24/2013 |
| CANDY CUBE | 87264489 | 12/11/2016 |

| Description | Serial/Registration Number | Filing/Registration Date |
|---|----------------------------|--------------------------|
| COLD BREW BEARS | 87461715 | 5/24/2017 |
|  | 87514332 | 7/3/2017 |