

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM543217

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BRILLIANT EARTH, LLC		09/30/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	RUNWAY GROWTH CREDIT FUND INC., AS AGENT		
Street Address:	205 N. MICHIGAN AVE., SUITE 4200		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3851727	BRILLIANT EARTH	
Registration Number:	5427002	BRILLIANT EARTH	
Registration Number:	3449211	LUXURY WITH A CONSCIENCE	
Registration Number:	5427003		
Registration Number:	3608760		
CORRESPONDENCE DATA			
Fax Number:			
<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:	(858) 550-6412		
Email:	lortiz@cooley.com		
Correspondent Name:	LISA ORTIZ		
Address Line 1:	4401 EASTGATE MALL		
Address Line 2:	C/O COOLEY LLP		
Address Line 4:	SAN DIEGO, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	326420-126		
NAME OF SUBMITTER:	LISA ORTIZ		
SIGNATURE:	/LISA ORTIZ/		
DATE SIGNED:	09/30/2019		

CH \$140.00 3851727

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”) is entered into as of September 30, 2019, among **BRILLIANT EARTH, LLC**, a Delaware limited liability company, (“**Grantor**”) and **RUNWAY GROWTH CREDIT FUND INC.**, as collateral agent for Lenders (in such capacity, “**Agent**”).

RECITALS

A. Grantor, certain lenders from time to time party thereto (collectively “**Lenders**”), and Agent, as administrative agent and collateral agent for lenders, are entering into a Loan and Security Agreement as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”). Defined terms used herein without definition shall have the meanings set forth in the Loan Agreement.

B. The Obligations are secured by the Collateral, as defined in the Loan Agreement, including without limitation, all of Grantor’s Intellectual Property.

C. Grantor’s execution and delivery of this Agreement is a condition to the effectiveness of the Loan Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Grantor and Agent hereby agree:

1. To secure the Obligations, Grantor grants Agent for the benefit of the Lenders a security interest in all of Grantor’s right, title and interest in its Intellectual Property. Grantor hereby confirms that the attached schedules of Grantor’s copyright, patent and trademark applications and registrations, which are registered or filed with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, attached hereto as Exhibits A, B and C hereto, respectively, are complete and accurate in all material respects as of the date hereof.

2. Grantor hereby authorizes Agent to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate of this Agreement containing amended exhibits reflecting such new Intellectual Property with the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

3. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Agreement. The words “execution,” “signed,” “signature” and words of like import herein shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act. Delivery of an executed counterpart of a signature page of this Agreement by electronic means including by email delivery of a “.pdf” format data file shall be effective as delivery of an original executed counterpart of this Agreement.

4. This Agreement constitutes a Loan Document. Accordingly, it is subject to the provisions of Section 11 of the Loan Agreement, which are hereby incorporated herein by reference, *mutatis mutandis*.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]


IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantor:

26 O'Farrell Street, 10th Floor
San Francisco, CA 94108
Attention: Co-CEOs and VP of Finance & Technology
Email: corpfinhq@brilliantearth.com

GRANTOR:

BRILLIANT EARTH, LLC

By: 
Name: Eric Grossberg
Title: co-Chief Executive Officer and Manager

Address of Agent:

205 N Michigan Ave., Suite 4200
Chicago, IL 60601
Attention: Legal Reporting
Email: legalreporting@runwaygrowth.com

AGENT:

RUNWAY GROWTH CREDIT FUND INC.

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantor:

26 O'Farrell Street, 10th Floor
San Francisco, CA 94108
Attention: Co-CEOs and VP of Finance & Technology
Email: corpfinhq@brilliantearth.com

GRANTOR:

BRILLIANT EARTH, LLC

By: _____
Name: _____
Title: _____

Address of Agent:

205 N Michigan Ave., Suite 4200
Chicago, IL 60601
Attention: Legal Reporting
Email: legalreporting@runwaygrowth.com

AGENT:

RUNWAY GROWTH CREDIT FUND INC.

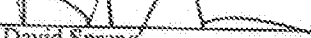
By: 
Name: David Spreng
Title: Chief Executive Officer

EXHIBIT A
COPYRIGHTS

Owner	Copyrights / Copyright Application	Copyright No. / Application No.	Issue Date / Application Date
Brilliant Earth, LLC	Chamise Diamond Ring	VA0002007702	Jun-04-2015
Brilliant Earth, LLC	Willow Diamond Ring	VA0002007703	Jun-04-2015
Brilliant Earth, LLC	Nouveau Diamond Ring	1-7905350861	Jul-22-2019
	curved asymmetric shank, diamond cluster at peak		
Brilliant Earth, LLC	Reina Halo Diamond Ring	1-7905350887	Jul-22-2019
	unique floating halo, mixed setting style		
Brilliant Earth, LLC	Winding Willow Diamond Ring	1-7905466171	Jul-22-2019
	winding round band with staggered marquise accents		
Brilliant Earth, LLC	Winding Willow Diamond Ring	1-7905351002	Jul-22-2019
	winding round band with staggered marquise accents		
Brilliant Earth, LLC	Budding Willow Ring	1-7905351028	Jul-22-2019
	interwoven band with sculpted leaves and trellis basket		
Brilliant Earth, LLC	Luxe Willow Diamond Ring	1-7905492133	Jul-22-2019
	interwoven diamond bands with marquise diamonds and trellis basket		
Brilliant Earth, LLC	Luxe Willow Contoured Diamond Ring	1-7905492158	Jul-22-2019
	interwoven diamond bands with marquise diamonds contoured to the engagement ring		
Brilliant Earth, LLC	Luxe Willow Halo Diamond Ring	1-7905492184	Jul-22-2019
	interwoven diamond bands with marquise diamond leaves, trellis basket, and diamond halo		
Brilliant Earth, LLC	Entwined Celtic Love Knot Ring	1-7905492209	Jul-22-2019
	interwoven bands wrap into a celtic love knot with a trellis center basket		


Owner	Copyrights / Copyright Application	Copyright No. / Application No.	Issue Date / Application Date
Brilliant Earth, LLC	Versailles Diamond Ring alternating marquise and round diamond accents with a single shared prong connection	1-7905492334	Jul-22-2019
Brilliant Earth, LLC	Versailles Diamond Ring alternating marquise and round diamond accents with a single shared prong connection	1-7905492359	Jul-22-2019
Brilliant Earth, LLC	Grace Ring overlapping strands split to wrap around the top and bottom of the center basket	1-7881118961	Jul-22-2019
Brilliant Earth, LLC	Mountain Range Diamond Pendant open hoop with textured mountains and diamond accent on the horizon	1-8062314720	Sep-13-2019
Brilliant Earth, LLC	Sapphire Wave Pendant open hoop with textured wave and sapphire accent in the curl	1-8062314797	Sep-13-2019
Brilliant Earth, LLC	Diamond Wave Pendant open hoop with textured wave and diamond accents in the curl	1-8062314834	Sep-13-2019
Brilliant Earth, LLC	Juniper Diamond Earrings curved sculpted brand earrings with pave set diamonds	1-8062314451	Sep-13-2019


EXHIBIT B

PATENTS

None.

EXHIBIT C
TRADEMARKS

Owner	Trademark / Trademark Application	Trademark No. / Application No.	Issue Date / Application Date
Brilliant Earth, LLC	Brilliant Earth Class 35 Mail order services featuring diamonds, jewelry; on-line retail store services featuring diamonds, jewelry; retail store services featuring diamonds, jewelry; wholesale stores featuring diamonds, jewelry.	3851727	Sep-21-2010
Brilliant Earth, LLC	Brilliant Earth Class 14 Jewelry; Diamond jewelry.	5427002	Mar-20-2018
Brilliant Earth, LLC	LUXURY WITH A CONSCIENCE Class 35 Retail jewelry stores; Wholesale stores featuring jewelry.	3449211	Jun-17-2008
Brilliant Earth, LLC	 MISCELLANEOUS DESIGN (PLANT WITH DIAMOND SHAPED STRUCTURE IN CENTER) Class 14 Jewelry; Diamond jewelry.	5427003	Mar-20-2018

Owner	Trademark / Trademark Application	Trademark No. / Application No.	Issue Date / Application Date
Brilliant Earth, LLC	 <p>MISCELLANEOUS DESIGN (PLANT WITH DIAMOND SHAPED STRUCTURE IN CENTER)</p> <p>Class 35</p> <p>On-line retail store services featuring diamonds, jewelry; retail store services featuring diamonds, jewelry; wholesale stores featuring diamonds, jewelry.</p>	3608760	Apr-21-2009