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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM572717

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Lavender Lingerie, LLC		04/07/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Triplepoint Venture Growth BDC Corp.	
Street Address:	2755 San Hill Road	
City:	Menlo Park	
State/Country:	CALIFORNIA	
Postal Code:	94025	
Entity Type:	Corporation: MARYLAND	

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	5777177	SAVAGE X
Registration Number:	5572168	SAVAGE X
Registration Number:	5777114	X

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: 650-815-7637
Email: aalwine@mwe.com

Correspondent Name: Judy M. Mohr

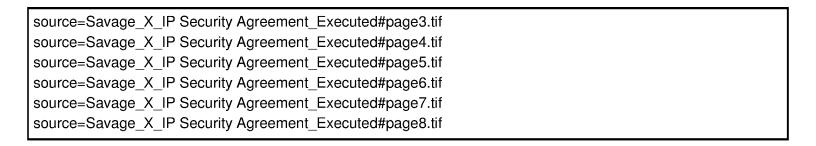
Address Line 1: McDermott Will & Emery LLP

Address Line 1: 275 Middlefield Road, Suite 100
Address Line 4: Menlo Park, CALIFORNIA 94025

NAME OF SUBMITTER:	Judy M. Mohr
SIGNATURE:	/Judy M. Mohr/
DATE SIGNED:	04/20/2020

Total Attachments: 8

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PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is a Plain English Intellectual Property Security Agreement dated as of April 7, 2020 by and between TRIPLEPOINT VENTURE GROWTH BDC CORP., a Maryland corporation in its capacity as collateral agent for itself and Lenders (as defined below) and LAVENDER LINGERIE, LLC, a Delaware limited liability company (the "Agreement").

The words "We", "Us", or "Our", refer to the grantee, which is TRIPLEPOINT VENTURE GROWTH BDC CORP. The words "You" or "Your" refers to the grantor, which is LAVENDER LINGERIE, LLC and not any individual. The words "the Parties" refers to both TRIPLEPOINT VENTURE GROWTH BDC CORP. and LAVENDER LINGERIE, LLC.

Reference is made to the Plain English Growth Capital Loan and Security Agreement (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), dated as of April 7, 2020 by and among, You, SAVAGE X, INC., a Delaware corporation, SAVAGE X VENTURES, INC., a Delaware Corporation, TECHSTYLE VENTURES LLC, a Delaware limited liability company, , Collateral Agent and TRIPLEPOINT VENTURE GROWTH BDC CORP., a Maryland Corporation in its capacity as lender ("TPVG"), TRIPLEPOINT CAPITAL LLC, a Delaware limited liability company, in its capacity as a lender (in such capacity, "TPC"; TPVG and TPC, in their respective capacities as lenders, each a "Lender" and collectively the "Lenders"). Pursuant to the Loan Agreement, You have granted to Us a lien on and a security interest in all the present and future rights, title, and interest that You may now have or hereafter acquire in all Patents, Trademarks, Copyrights, and applications for Patents, Trademarks and Copyrights, subject to the exceptions set forth therein with respect to the Excluded Collateral.

In consideration for the mutual covenants and agreements contained in the Loan Agreement and this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. GRANT OF SECURITY INTEREST

Except with respect to the Excluded Collateral, You grant to Us a lien upon and continuing security interest in all of Your right, title, and interest in, to and under all of the following (all of the following items of property collectively will be referred to as the "Intellectual Property Collateral"), whether now existing or hereafter arising or acquired:

- ⇒ all Patents, Patent Licenses, and Patent applications, including specifically those listed on the attached **Schedule A**, together with any reissues, divisions, continuations, renewals, extensions and continuations thereof;
- ⇒ all Trademarks, Trademark Licenses, and trademark applications, including specifically those listed on the attached **Schedule B**, together with any renewals thereof;
- ⇒ all Copyrights, Copyright Licenses, and applications for Copyrights, including specifically those listed on the attached **Schedule C**; and
- ⇒ the right to sue for past, present and future infringements of the foregoing and all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof; and
- ⇒ all Proceeds.

You represent and warrant to Us that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which You have registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

2. LOAN AGREEMENT

This security interest is granted to secure the Secured Obligations under the Loan Agreement. All the capitalized terms used but not otherwise defined are used in this Agreement with the same meaning as defined in the Loan Agreement.

IP Security Agreement (LAVENDER LINGERIE, LLC)

3. OUR RIGHT TO SUE

From and after an Event of Default, subject to the terms of the Loan Agreement, We shall have the right, but shall in no way be obligated, to bring suit in Our own name to enforce Your rights in the Intellectual Property Collateral. If We commence any such suit, You shall, at Our reasonable request, do all lawful acts and execute and deliver all proper documents or information that may be necessary or desirable to aid Us in such enforcement. You shall promptly, upon demand, reimburse and indemnify Us for all of Our reasonable and documented costs and expenses, including reasonable attorney's fees, related to Our exercise of the above mentioned rights.

4. FURTHER ASSURANCES

You will from time to time execute, deliver and file, alone or with Us, any security agreements, or other documents to perfect and give priority to Our lien on the Intellectual Property Collateral. You will from time to time obtain any instruments or documents as We may reasonably request, and take all further action that may be reasonably necessary or desirable, or that We may reasonably request, to carry out more effectively the provisions and purposes of this Agreement or any other related agreements or to confirm, perfect, preserve and protect the liens granted to Us.

5. MODIFICATION

This Agreement can only be altered, amended or modified in a writing signed by the Parties. Notwithstanding the foregoing however, You hereby irrevocably appoint Us (and any of Our designated officers, agents or employees) as Your true and lawful attorney to modify, in Our sole discretion, this Agreement without first obtaining Your approval of or signature to such modification by amending Schedules A, B, and C to this Agreement, as appropriate, to include reference to any right, title or interest in any Intellectual Property Collateral acquired by You before or after the execution hereof or to delete any reference to any right, title or interest in any Intellectual Property Collateral in which You no longer have or claim to have any right, title or interest. The appointment of Us as Your attorney in fact, and each and every one of Our rights and powers, being coupled with an interest, is irrevocable until all of the Secured Obligations have been fully repaid and performed and Our obligation to provide credit extensions to You is terminated.

6. BINDING EFFECT; REMEDIES NOT EXCLUSIVE

This Agreement shall be binding upon You and Your respective successors and assigns, and shall inure to the benefit of Us, and Our nominees and assigns.

Our rights and remedies with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Us as a matter of law or equity. Each of Our rights, powers and remedies provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Us of any one or more of the rights, powers or remedies provided for in this Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Us, of any or all other rights, powers or remedies.

7. GOVERNING LAW; COUNTERPARTS

This Agreement shall be deemed made and accepted in and shall be governed by and construed in accordance with the laws of the State of California, and (where applicable) the laws of the United States of America.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

(Signature Page to Follow)

 $\textbf{IP Security Agreement} \; (LAVENDER \; LINGERIE, \; LLC)$

IN WITNESS WHEREOF, You have duly executed this Agreement as of the date first set forth above.

You:

LAVENDER LINGERIE, LLC

Signature:

Print Name:

Matt Fojut

Title:

Secretary

[SIGNATURE PAGE TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT]

SCHEDULE A

To Plain English Intellectual Property Security Agreement Between LAVENDER LINGERIE, LLC, as You (Grantor) and TRIPLEPOINT VENTURE GROWTH BDC CORP., as Us (Grantee)

PATENTS AND PATENT APPLICATIONS

None.

 $\textbf{IP Security Agreement} \; (\text{LAVENDER LINGERIE}, \, \text{LLC})$

SCHEDULE B

To Plain English Intellectual Property Security Agreement Between LAVENDER LINGERIE, LLC, as You (Grantor) and TRIPLEPOINT VENTURE GROWTH BDC CORP., as Us (Grantee)

TRADEMARKS AND TRADEMARK APPLICATIONS

<u>TRADEMARKS</u>				
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Name	Class	Date Filed or Issued	Registration Number	Status
SAVAGE X	25	Nov. 12, 2018	124470	Registered
SAVAGE X	25	Oct. 30, 2018	188588	Registered
SAVAGE X	25	Feb. 28, 2019	123199	Registered
SAVAGE X	25	Aug. 7, 2019	126695	Registered
SAVAGE X	25	April 7, 2019	301583	Registered
SAVAGE X	25	Sept. 4, 2019	3005919	Registered
SAVAGE X	25	Nov. 28, 2018	28137633	Registered
SAVAGE X	25	May 28, 2018	017599812	Registered
SAVAGE X	25	March 15, 2018	1861239	Registered
SAVAGE X	25	Oct. 3, 2019	4-2017-020614	Registered
SAVAGE X	25	June 5, 2018	1439013053	Registered
SAVAGE X	25	March 16, 2019	01975904	Registered
SAVAGE X	25	May 22, 2018	2017/117480	Registered
SAVAGE X	25	Sept. 9, 2018	5572168	Registered
SAVAGE X	35	June 11, 2019	5777177	Registered
SAVAGE X	35	Nov. 8, 2018	124424	Registered
SAVAGE X	35	Oct. 30, 2018	188588	Registered
SAVAGE X	35	April 16, 2019	914676873	Registered
SAVAGE X	35	Sept. 21, 2018	17897900	Registered
SAVAGE X	35	Aug. 29, 2018	1917335	Registered
SAVAGE X	35	Sept. 6, 2018	1439020302	Registered
SAVAGE X	35	March 1, 2019	01974242	Registered

 $\textbf{IP Security Agreement} \; (\text{LAVENDER LINGERIE}, \, \text{LLC})$

SAVAGE X	35	Oct. 30, 2018	2018/47065	Registered
SAVAGE X	35	Feb. 28, 2019	123197	Registered
SAVAGE X	35	Aug. 7 2019	126686	Registered
SAVAGE X	35	April 7, 2019	301584	Registered
Design X	25	June 11, 2019	5777114	Registered
Design X	25	Nov. 12, 2018	124472	Registered
Design X	25	Feb. 21, 2019	190206	Registered
Design X	25	Feb. 27, 2019	123198	Registered
Design X	25	April 7, 2019	301582	Registered
Design X	25	Oct. 24, 2018	2018/44412	Registered
Design X	25	April 29, 2019	01984105	Registered
Design X	25	Sept. 6, 2020	1439019394	Registered
Design X	25	July 19, 2018	1902927	Registered
Design X	25	Sept. 11, 2018	017894961	Registered
Design X	25	Oct. 28, 2019	30933883	Registered
Design X	25	April 16, 2019	914594346	Registered
Design X	25	Nov. 20, 2018	1923158	Registered
Design X	25	Feb. 11, 2020	3059420	Registered

	TRADEMARK APPLICATIONS				
Name	Class	Date Filed	Serial Number	Status	
SAVAGE X	25	Nov. 8, 2018	380244	Pending	
SAVAGE X	25	Oct. 23, 2018	165164	Published for Opposition	
SAVAGE X	25	Oct. 21, 2018	2018/8861	Pending	
SAVAGE X	25	Oct. 12, 2018	2018744356	Pending	
SAVAGE X	25	Dec. 12, 2017	1896139	Pending	
SAVAGE X	25	Jan. 16, 2018	914029428	Pending	
SAVAGE X	25	Dec. 18, 2017	1873474	Pending	
SAVAGE X	25	Dec. 15, 2017	SD2017/0098846	Pending	

IP Security Agreement (LAVENDER LINGERIE, LLC)

SAVAGE X	25	Sept. 11, 2018	3942377	Pending
SAVAGE X	25	Jan 18, 2018	D002018002717	Accepted for Registration
SAVAGE X	35	Nov. 8, 2018	380245	Pending
SAVAGE X	35	Oct. 23, 2018	162806	Published for Opposition
SAVAGE X	35	Oct. 21, 2018	2018/8860	Pending
SAVAGE X	35	Oct. 12, 2018	2018744356	Pending
SAVAGE X	35	May 10, 2018	3.707.897	Pending
SAVAGE X	35	May 10, 2018	1925867	Pending
SAVAGE X	35	May 10, 2018	1898480	Approved for Publication
SAVAGE X	35	May 11, 2018	36072395	Pending
SAVAGE X	35	May 10, 2018	SD2018/0036889	Pending
SAVAGE X	35	Sept. 11, 2018	3942377	Pending
SAVAGE X	35	May 11, 2018	J002018023313	Pending
SAVAGE X	35	May 15, 2018	4-2108-007887	Pending
Design X	25	Nov. 8, 2018	380243	Approved for Publication
Design X	25	Oct. 23, 2018	163484	Published for Opposition
Design X	25	Oct. 21, 2018	2018/8859	Pending
Design X	25	Oct. 23, 2018	126698	Published for Opposition
Design X	25	May 10, 2018	1898483	Pending
Design X	25	May 7, 2018	SD2018/0035068	Pending
Design X	25	May 1, 2018	4-2018-007609	Pending
Design X	25	May 17, 2018	D002018024311	Accepted for Registration
Design X	25	Sept. 11, 2018	3942378	Pending
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IP Security Agreement (LAVENDER LINGERIE, LLC)

SCHEDULE C

To Plain English Intellectual Property Security Agreement Between LAVENDER LINGERIE, LLC, as You (Grantor) And TRIPLEPOINT VENTURE GROWTH BDC CORP., as Us (Grantee)

COPYRIGHTS AND COPYRIGHT APPLICATIONS

None.

IP Security Agreement (LAVENDER LINGERIE, LLC)

RECORDED: 04/20/2020

TRADEMARK

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