

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM572852

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Second Intellectual Property Security Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Birchbox, Inc.		04/20/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Trinity Funding 1, LLC		
Street Address:	3075 W. Ray Road, Suite 525		
City:	Chandler		
State/Country:	ARIZONA		
Postal Code:	85226		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 32			
Property Type	Number	Word Mark	
Registration Number:	3949015	BIRCHBOX	
Registration Number:	4096349	BIRCHBOX	
Registration Number:	4572722	BIRCHBOX	
Registration Number:	4628983	BIRCHBOX	
Registration Number:	4664890	BIRCHBOX	
Registration Number:	4684980	BIRCHBOX	
Registration Number:	4704015	BIRCHBOX	
Registration Number:	4898206	BIRCHBOX	
Registration Number:	4979017	BIRCHBOX	
Registration Number:	5438563	BIRCHBOX	
Registration Number:	4898793	BIRCHBOX	
Registration Number:	4898794	BIRCHBOX	
Registration Number:	5438667	BIRCHBOX	
Registration Number:	4803402	B	
Registration Number:	4649938	B	
Registration Number:	4661117	B	
Registration Number:	4898207	B	
Registration Number:	4951683	B	
Registration Number:	4672498	B	

OP \$815.00 3949015

Property Type	Number	Word Mark
Registration Number:	4898208	B
Registration Number:	4946559	B
Registration Number:	4946797	B
Registration Number:	4096342	BIRCHBOX
Registration Number:	4572723	BIRCHBOX
Registration Number:	4096341	
Registration Number:	4597501	
Registration Number:	4704016	
Registration Number:	4407587	DISCOVER BEAUTY BETTER
Registration Number:	4673112	OPEN FOR BEAUTIFUL
Registration Number:	4701359	OPEN FOR BEAUTIFUL
Registration Number:	4937389	OPEN FOR DAPPER
Registration Number:	4918796	OPEN FOR HANDSOME

CORRESPONDENCE DATA

Fax Number: 2138918763

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.

Email: rhonda.deleon@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 355 South Grand Avenue

Address Line 4: Los Angeles, CALIFORNIA 90071-1560

ATTORNEY DOCKET NUMBER: 058488-0028

NAME OF SUBMITTER: Rhonda DeLeon

SIGNATURE: /Rhonda DeLeon/

DATE SIGNED: 04/21/2020

Total Attachments: 13

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SECOND INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Second Intellectual Property Security Agreement (“Agreement”) is entered into as of April 20, 2020 by and between TRINITY FUNDING 1, LLC (“Lender”) and BIRCHBOX, INC. (“Grantor”).

RECITALS

A. Grantor has entered into a Loan and Security Agreement with Lender, dated as of September 29, 2017 (as amended, restated, or otherwise modified from time to time, the “Loan Agreement”). All capitalized terms used but not defined herein shall have the respective meanings given to them in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender 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 under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure the Obligations under the Loan Agreement, Grantor grants and pledges to Lender 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) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions, re-examination certificates, utility models, 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”);

(e) 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”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “Mask Works”);

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

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 Lender.

Grantor hereby authorizes Lender 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. At Grantor’s reasonable request, Lender shall provide copies of any such modifications or filings to Grantor.

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

4. Execution in Counterparts. This Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which when so delivered shall be deemed an original, but all of which counterparts shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile, portable document format (.pdf) or other electronic transmission will be as effective as delivery of a manually executed counterpart hereof.

5. Successors and Assigns. The provisions of this Agreement shall inure to the benefit of the parties hereto and their respective successors and assigns. Grantor shall not assign its obligations under this Agreement without Lender's express prior written consent, and any such attempted assignment shall be void and of no effect. Lender may assign, transfer, or endorse its rights hereunder pursuant to the terms of the Loan Agreement without prior notice to Grantor, and all of such rights shall inure to the benefit of Lender's successors and assigns.

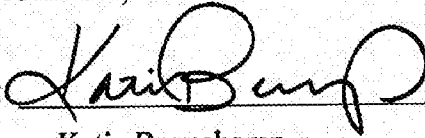
6. Governing Law. This Agreement has been negotiated and delivered to Lender in the State of California, and shall have been accepted by Lender in the State of California. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Second Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

BIRCHBOX, INC.

By: _____

Name: Katia Beauchamp

Title: Chief Executive Officer

LENDER:

TRINITY FUNDING I, LLC,
a Delaware limited liability company

By: TRINITY SBIC MANAGEMENT, LLC,
a Delaware limited liability company
Its: Managing Member

By: 
Name: Gerald Harder
Title: Member

EXHIBIT A
COPYRIGHTS

Copyright	Jurisdiction	Registration Number	Registration No Registration Date
Birchbox Frequently Asked Questions	United States	TX0007466173	Oct. 31, 2011








EXHIBIT B

PATENTS

None.

EXHIBIT C
TRADEMARKS

United States



Mark	Registration Number	Class(es)	Registration Date
BIRCHBOX	3,949,015	35	April 19, 2011
BIRCHBOX	4,096,349	18	February 7, 2012
BIRCHBOX	4,572,722	35	July 22, 2014
BIRCHBOX	4,628,983	25	October 28, 2014
BIRCHBOX	4,664,890	35, 44	December 30, 2014
BIRCHBOX	4,684,980	21	February 10, 2015
BIRCHBOX	4,704,015	26	March 17, 2015
BIRCHBOX	4,898,206	9	February 9, 2016
BIRCHBOX	4,979,017	3	June 14, 2016
BIRCHBOX	5,438,563	8	April 3, 2018
BIRCHBOX ♦	4,898,793	25	February 9, 2016
BIRCHBOX ♦	4,898,794	21	February 9, 2016
BIRCHBOX ♦	5,438,667	8	April 3, 2018
	4,803,402	18	September 1, 2015
	4,649,938	25	December 2, 2014
	4,661,117	35, 44	December 23, 2014
	4,898,207	9	February 9, 2016
	4,951,683	35	May 3, 2016
	4,672,498	25	January 13, 2015
	4,898,208	9	February 9, 2016

Mark	Registration Number	Class(es)	Registration Date
	4,946,559	35	April 26, 2016
	4,946,797	35, 44	April 26, 2016
 BIRCHBOX	4,096,342	35	February 7, 2012
 BIRCHBOX	4,572,723	35	July 22, 2014
	4,096,341	35	February 7, 2012
	4,597,501	35	September 2, 2014
	4,704,016	26	March 17, 2015
DISCOVER BEAUTY BETTER	4,407,587	35	September 24, 2013
OPEN FOR BEAUTIFUL	4,673,112	44	January 13, 2015
OPEN FOR BEAUTIFUL	4,701,359	35	March 10, 2015
OPEN FOR DAPPER	4,937,389	35	April 12, 2016
OPEN FOR HANDSOME	4,918,796	35	March 15, 2016

Canada

Mark	Registration Number	Class(es)	Registration Date
BIRCHBOX	TMA 883,120	N/A	July 30, 2014





European Union

Mark	Registration Number	Class(es)	Registration Date
BIRCHBOX	1087226	35	July 5, 2011
BIRCHBOX	11878865	3, 18, 35	December 27, 2013
	11878907	3, 18, 35	June 6, 2013
	11878949	3, 18, 35	June 6, 2013



Mexico

Mark	Registration Number	Class(es)	Registration Date
BIRCHBOX	1266543	3	February 9, 2012
BIRCHBOX	1316943	35	September 28, 2012

China

Mark	Registration Number	Class(es)	Registration Date
	17036971	35	July 28, 2016
	17036972	3	July 28, 2016
	17036973	35	July 28, 2016
	17036974	3	July 28, 2016

Brazil

Mark	Registration Number	Class(es)	Registration Date
 BIRCHBOX	831302526	3	October 17, 2011
 BIRCHBOX	831302674	35	October 17, 2011

International Grants of Protection (under Madrid Protocol)

Mark	Registration Number	Class(es)	Registration Date
BIRCHBOX	1087226	35	July 5, 2011

<u>Designated Jurisdiction</u>	<u>Status</u>
Australia	Grant of Protection issued Mar. 7, 2012
China	The TRAB appears to have “ended” the CTMO’s objections to our application in late August 2015, effectively allowing the Grant of Protection.
European Union	Grant of Protection issued.
Japan	Grant of Protection issued on Aug. 2, 2012.
Korea	Grant of Protection issued January 2013.
Switzerland	Grant of Protection issued Sept. 11, 2012.

Taiwan


Mark	Registration Number	Class(es)	Registration Date
BIRCHBOX	1636270	3, 35	April 1, 2014
 BIRCHBOX	1636271	3, 35	April 1, 2014

EXHIBIT D
MASK WORKS

None.