

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM573338

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Madison Reed Inc.		04/23/2020	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TRINITY CAPITAL INC.		
<b>Street Address:</b>	3075 W. Ray Road, Suite 525		
<b>City:</b>	Chandler		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85226		
<b>Entity Type:</b>	Corporation: MARYLAND		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87148440	BE·LOVED	
<b>Registration Number:</b>	4523505	LIVE LIFE BRILLIANTLY	
<b>Registration Number:</b>	4700625	MADISONREED	
<b>Registration Number:</b>	4540550	MDSNRD	
<b>Registration Number:</b>	5408736	PRIME FOR PERFECTION	
<b>Registration Number:</b>	5429470	ROOT REBOOT	
<b>Registration Number:</b>	5352166	TUNE UP	
<b>Registration Number:</b>	5711678	LIGHT WORKS	
<b>Registration Number:</b>	5962121	LIGHT WORKS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	602-852-5500		
<b>Email:</b>	uspto@hoolcourylaw.com		
<b>Correspondent Name:</b>	Michael D. Hool		
<b>Address Line 1:</b>	2398 E. Camelback Rd., Suite 1020		
<b>Address Line 4:</b>	Phoenix, ARIZONA 85016		
<b>NAME OF SUBMITTER:</b>	MICHAEL D. HOOL		

OP \$240.00 87148440

<b>SIGNATURE:</b>	/Michael D. Hool/
<b>DATE SIGNED:</b>	04/23/2020
<b>Total Attachments: 9</b> source=Intellectual Property Security Agreement [Madison Reed] SIGNED#page1.tif source=Intellectual Property Security Agreement [Madison Reed] SIGNED#page2.tif source=Intellectual Property Security Agreement [Madison Reed] SIGNED#page3.tif source=Intellectual Property Security Agreement [Madison Reed] SIGNED#page4.tif source=Intellectual Property Security Agreement [Madison Reed] SIGNED#page5.tif source=Intellectual Property Security Agreement [Madison Reed] SIGNED#page6.tif source=Intellectual Property Security Agreement [Madison Reed] SIGNED#page7.tif source=Intellectual Property Security Agreement [Madison Reed] SIGNED#page8.tif source=Intellectual Property Security Agreement [Madison Reed] SIGNED#page9.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of April 23, 2020 (the "Agreement") between TRINITY CAPITAL INC., a Maryland corporation ("Lender") and MADISON REED INC., a Delaware corporation, MADISON REED COLOR BAR, LLC, a Delaware limited liability company, MADISON REED COLOR BAR II, LLC, a Delaware limited liability company, MADISON REED COLOR BAR III, LLC, a Delaware limited liability company, MADISON REED FRANCHISE, LLC, a Delaware limited liability company, and MR FRANCHISE HOLDINGS, LLC, a Delaware limited liability company (collectively, "Grantor"), is made with reference to the Master Loan and Security Agreement, dated as of April 23, 2020 (as amended from time to time, the "Loan Agreement"), between Lender and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or 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 (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) 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 Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement 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) 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) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, 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 Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**LENDER:**

**TRINITY CAPITAL INC.,**

a Maryland corporation

By: DocuSigned by:  
*Susan Echard*  
\_\_\_\_\_

Name: Susan Echard

Title: Chief Financial Officer

Address for Notices:

3075 West Ray Road, Suite 525

Chandler, Arizona 85226

Attn: Susan Echard

**GRANTOR:**

**MADISON REED INC.,** a Delaware corporation

By: \_\_\_\_\_

Name: Amy Errett

Its: Chief Executive Officer

MADISON REED COLOR BAR, LLC, a Delaware limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

MADISON REED COLOR BAR II, LLC, a Delaware limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]**

Intellectual Property Security Agreement [Madison Reed].002

**TRADEMARK  
REEL: 006922 FRAME: 0481**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**LENDER:**

**TRINITY CAPITAL INC.,**  
a Maryland corporation

By: \_\_\_\_\_

Name: Susan Echard

Title: Chief Financial Officer

Address for Notices:

3075 West Ray Road, Suite 525

Chandler, Arizona 85226

Attn: Susan Echard

**GRANTOR:**

**MADISON REED INC.,** a Delaware corporation

DocuSigned by:  
*Amy Errett*  
By: \_\_\_\_\_  
Name: Amy Errett

Its: Chief Executive Officer

**MADISON REED COLOR BAR, LLC,** a Delaware limited liability company

DocuSigned by:  
*Amy Errett*  
By: \_\_\_\_\_  
Name: Amy Errett

Its: CEO AND FOUNDER

**MADISON REED COLOR BAR II, LLC,** a Delaware limited liability company

DocuSigned by:  
*Amy Errett*  
By: \_\_\_\_\_  
Name: Amy Errett

Its: CEO AND FOUNDER

**[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]**

MADISON REED COLOR BAR III, LLC, a Delaware limited liability company

DocuSigned by:  
By: Amy Errett  
Name: Amy Errett  
Its: CEO AND FOUNDER

MADISON REED FRANCHISE, LLC, a Delaware limited liability company

DocuSigned by:  
By: Amy Errett  
Name: Amy Errett  
Its: CEO AND FOUNDER

MR FRANCHISE HOLDINGS, LLC, a Delaware limited liability company

DocuSigned by:  
By: Amy Errett  
Name: Amy Errett  
Its: CEO AND FOUNDER

Address for Notices:

430 Shotwell Street  
San Francisco, California 94110  
Attn: Amy Errett

[SIGNATURE PAGE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT]

**EXHIBIT A**

**COPYRIGHTS**

Please Check if No Registered Copyrights Exist:  X

**EXHIBIT B**

**TRADEMARKS**

**Trademark Registrations**

Country	Trademark	Class	Application Date	Application Number	Reg. Date	Reg. Number	Status
Canada	MADISONREED	03	1/22/2014	1660711	8/23/2016	TMA947056	Registered
Canada	MDSNRD Logo	03	1/23/2014	1660809	8/23/2016	TMA947057	Registered
European Union	MADISON REED	03	1/23/2014	012528956	6/17/2014	012528956	Registered
European Union	MDSNRD Logo	03	1/23/2014	012529046	6/17/2014	012529046	Registered
United States	BE-LOVED	03	8/23/2016	87148440			Pending
United States	LIVE LIFE BRILLIANTLY	03	7/30/2013	86023838	4/29/2014	4523505	Registered
United States	MADISONREED	03	7/23/2013	86017391	3/10/2015	4700625	Registered
United States	MDSNRD Logo	03	7/30/2013	86023823	5/27/2014	4540550	Registered
United States	MISTERMADISON	03; 44	6/30/2015	86679547			Abandoned
United States	PRIME FOR PERFECTION	03	1/10/2017	87296086	2/20/2018	5408736	Registered
United States	ROOT REBOOT	03	1/10/2017	87296085	2/20/2018	5429470	Registered
United States	TUNE UP	03	3/29/2017	87390312	12/5//2017	5352166	Registered
United States	LIGHT WORKS	03	1/24/2018	87979968	3/26/2019	5711678	Registered
United States	LIGTH WORKS	44	1/24/2018	87768454	1/14/2020	5962121	Registered



**EXHIBIT C**

**PATENTS**

**Utility Patents**

Please Check if No Utility Patents Exist:  X

**Design Patents**

<b>Patent</b>	<b>Country</b>	<b>App #</b>	<b>Status</b>
<b>Highlighting Device</b>	<b>European Union (EU)</b>	<b>005601713-0001</b>	<b>Issued</b>
<b>Highlighting Device</b>	<b>European Union (EU)</b>	<b>005601713-0002</b>	<b>Issued</b>

**Pending Patent Applications**

<b>Patent</b>	<b>Country</b>	<b>App #</b>	<b>Status</b>
<b>Highlight Applicator</b>	<b>United States (US)</b>	<b>15/894,852</b>	<b>Pending</b>
<b>Highlight Applicator</b>	<b>Patent Cooperation Treaty (PCT)</b>	<b>PCT/US2019/017674</b>	<b>Pending</b>
<b>Highlighting Device</b>	<b>United States (US)</b>	<b>29/636,918</b>	<b>Pending</b>