

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM604641

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Filly Flair Boutique, LLC		10/23/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Eagle Fund IV, LP, as Collateral Agent		
Street Address:	1 N. Brentwood, Suite 1550		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63105		
Entity Type:	Limited Partnership: MISSOURI		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87767100	FILLY FLAIR	
Serial Number:	90013495	FARMERS TAN	
CORRESPONDENCE DATA			
Fax Number:	3142592020		
<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:	3142592000		
Email:	susan.murphy@bcplaw.com		
Correspondent Name:	BRYAN CAVE LEIGHTON PAISNER LLP		
Address Line 1:	211 North Broadway, Suite 3600		
Address Line 4:	St Louis, MISSOURI 63102		
ATTORNEY DOCKET NUMBER:	1048455.48		
NAME OF SUBMITTER:	Jill Doverspike Giorgio		
SIGNATURE:	/Jill Doverspike Giorgio/		
DATE SIGNED:	10/23/2020		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of October 23, 2020, is made by FILLY FLAIR BOUTIQUE, LLC, a Delaware limited liability company (“Grantor”), in favor of Eagle Fund IV, LP, in its capacity as collateral agent for the lenders party to the Investment Agreement referred to below (in such capacity, the “Collateral Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Investment Agreement dated as of July 12, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “Investment Agreement”), by and among Boutique Brands, LLC, a Delaware limited liability company (“Boutique Brands”), Discount Divas Boutique, LLC, a Delaware limited liability company (“Discount Divas”), Lime Lush Boutique, LLC, a Delaware limited liability company (“Lime Lush”), Grantor, the other parties who may become lenders thereto (the “Lenders”) and the Collateral Agent, the Lenders have agreed to extend credit and make certain financial accommodations to Grantor;

WHEREAS, in connection with the Investment Agreement, Grantor, Boutique Brands, Discount Divas, Lime Lush, the other grantors party thereto from time to time, and the Collateral Agent have entered into that certain Security and Pledge Agreement dated July 12, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”); and

WHEREAS, pursuant to the Investment Agreement and the Security Agreement, Grantors are required to execute and deliver to the Collateral Agent, for the ratable benefit of the Lenders, this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby pledges, assigns and grants to the Collateral Agent, on behalf of and for the ratable benefit of the Lenders, and their respective permitted successors, indorsees, transferees and assigns, a continuing first priority security interest in all of such Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”):

2.1. all of its Trademarks, including those referred to on Schedule I hereto, excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

2.2. all extensions and renewals of the foregoing;

2.3. all goodwill connected with the use of, and symbolized by, each such Trademark;

2.4. all rights of any kind whatsoever of each Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

2.5. any and all royalties, fees, income, payments, products and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

2.6. any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Collateral Agent, for the ratable benefit of the Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between the provisions of this Agreement and the Security Agreement, the Security Agreement shall control. This Agreement shall constitute a Collateral Document and a Loan Document (as such terms are defined in the Investment Agreement).

4. AMENDMENTS IN WRITING. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except by an instrument in writing signed by the Collateral Agent and Grantor.

5. GOVERNING LAW. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed in accordance with, the laws of the State of New York.

6. COUNTERPARTS. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt by telecopy or other electronic transmission (including "PDF") of any executed signature page to this Agreement shall constitute effective delivery of such signature page.

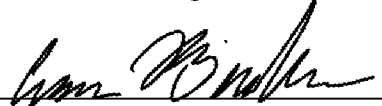
7. TERMINATION. Upon the termination of the Security Agreement pursuant to Section 12 thereof, upon written request of Grantor, and at the expense of Grantor, the Collateral Agent shall execute, acknowledge, and deliver to Grantor an instrument in writing in recordable form, and in form and substance reasonably acceptable to the Collateral Agent, releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, Grantors have caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

FILLY FLAIR BOUTIQUE, LLC

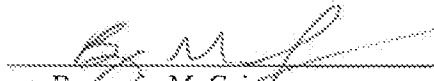
By: 
Name: Carson Biederman
Title: Secretary

COLLATERAL AGENT:

EAGLE FUND IV, LP

By: EAGLE FUND IV PARTNERS, LLC
Its: General Partner

By: EAGLE PRIVATE CAPITAL IV, INC.
Its: Agent

By: 
Name: Benjamin M. Geis
Title: Managing Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Name	Serial No.	Registration Number	Registration Date	Jurisdiction
"FILLY FLAIR"	87767100	5545851	August 21, 2018	U.S.

TRADEMARK APPLICATIONS

Name	Serial No.	Filing Date	Jurisdiction
"FARMERS TAN"	90013495	June 22, 2020	U.S.