

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM655609

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BEAUTY BAKERIE COSMETICS BRAND, INC.		06/23/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	AVIDBANK		
Street Address:	1732 N. 1st Street, 6th Floor		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95112		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	5962544	BAKING SPRAY	
Registration Number:	5945579	INSTABAKE	
Registration Number:	5881279	BAKEWARE	
Registration Number:	5881066	CAKE POP LIPPIE	
Registration Number:	5680543	EYESCREAM	
Registration Number:	5267518	FLOUR	
Registration Number:	5287299	CAKE MIX	
Registration Number:	4583642	BEAUTY BAKERIE	
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:	6506483802		
Email:	PATTY@PATTYCHENG.COM		
Correspondent Name:	PATTY CHENG		
Address Line 1:	2625 MIDDLEFIELD RD., #215		
Address Line 4:	PALO ALTO, CALIFORNIA 94306		
NAME OF SUBMITTER:	Patty Cheng		
SIGNATURE:	/s/ Patty Cheng		

OP \$215.00 5962544

DATE SIGNED:	06/23/2021
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Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of June 23, 2021 by and between Beauty Bakerie Cosmetics Brand, Inc., a Delaware corporation ("**Grantor**") and Avidbank, a California corporation ("**Bank**").

RECITALS

Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of the date hereof and as amended from time to time (the "**Loan Agreement**"). Capitalized terms used herein have the meaning assigned in the Loan Agreement. Bank is willing to make the financial accommodations to Grantor, but only upon the condition, among others, that Grantor grants to Bank a security interest in all of Grantor's right title, and interest in, to and under all of the Collateral whether presently existing or hereafter acquired.

NOW, THEREFORE, Grantor agrees as follows:

AGREEMENT

To secure performance of Grantor's obligations under the Loan Agreement, Grantor grants to Bank a security interest in all of Grantor's right, title and interest in Grantor's intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits). This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. Each right, power and remedy of Bank provided for herein or in the Loan Agreement shall not preclude the simultaneous or later exercise by Bank of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor, as of the date hereof, has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable. Grantor hereby authorizes Bank 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 original of this Agreement containing amended exhibits reflecting such new intellectual property.

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. In the event that any signature to this Agreement is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

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

Address of Grantor:

BEAUTY BAKERIE COSMETICS BRAND, INC.

Beauty Bakerie Cosmetics Brand, Inc.
5940 S Rainbow Blvd, Ste 400
PMB 76442
Las Vegas, NV 89118-2507
Attn: Cashmere Nicole, CEO:
Roderick L. Roberts II, CFO & Chairman

By: Roderick L. Roberts II
Name: Roderick L. Roberts II
Title: CFO

Address of Bank:

AVIBANK

1732 N. 1st Street, 6th Floor
San Jose, CA 95112
Attn: Diana Mattson

By: Diana Mattson
Name: DIANA MATTSON
Title: VP

EXHIBIT A

Copyrights

Please Check Box if No Copyrights Exist

Title	Registration Number	Registration Date
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EXHIBIT B

Patents

Please Check Box if No Patents Exist

Title	Application Number / Patent Number	Application Date / Issue Date
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EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Application Date / Registration Date</u>
BAKE-ATION	88220668		*
FLOUREVER	88219924		*
CONTOUR COOKBOOK	88113411		*
PORE IT UP	88113419		*
BAKING SPRAY	88113528	5962544	January 14, 2020
INSTABAKE	88151239	5945579	December 24, 2019
GAME OF CONES	88101606		*
BAKEWARE	88113408	5881279	October 8, 2019
CAKE POP LIPPIE	88022254	5881066	October 8, 2019
EYELASH ICING	88113406		*
EYESCREAM	88028196	5680543	February 19, 2019
FLOUR	87126989	5267518	August 15, 2017
CAKE MIX	87042393	5287299	September 12, 2017
GELATO	87035558		*
EYESCREAM	87034006		*
BROWNIE	87034005		*
BEAUTY BAKERIE	86143940	4583642	August 12, 2014

* — indicates dead, abandoned or cancelled trademark