

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM675812

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VENUS ET FLEUR, LLC		09/21/2021	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	LAGO INNOVATION FUND, LLC		
Street Address:	c/o BIP Capital 3575 Piedmont Road, Building 15, Suite 730		
Internal Address:	Attn: Heather La Freniere		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30305		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Serial Number:	88080669	VEF	
Serial Number:	88141053	VENUS ET FLEUR	
Serial Number:	88111805	LE MINI	
Serial Number:	88080519	VEF	
Serial Number:	88079586	VEF	
Serial Number:	88072496	ETERNITY	
Serial Number:	87707194	ETERNITY	
Serial Number:	87633013	REAL ROSES THAT LAST A YEAR	
Serial Number:	87392813	VENUS ET FLEUR	
Serial Number:	87392804	VENUS ET FLEUR	
Serial Number:	87326988	VENUS ET FLEUR	
Serial Number:	87013939	VENUS ET FLEUR	
CORRESPONDENCE DATA			
Fax Number:	6167423999		
<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:	6167423945		
Email:	hkooy@btlaw.com		

OP \$315.00 88080669

Correspondent Name: Hillary Kooy
Address Line 1: 171 Monroe Ave NW, Suite 1000
Address Line 2: Barnes & Thornburg LLP
Address Line 4: Grand Rapids, MICHIGAN 49503

ATTORNEY DOCKET NUMBER: 78808.12

NAME OF SUBMITTER: Hillary Kooy

SIGNATURE: /Hillary Kooy/

DATE SIGNED: 09/21/2021

Total Attachments: 8

source=03. LAGO - Venus Et Fleur - IP Security Agreement (Executed) (9.2021)#page1.tif
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of September 21, 2021 (the "**Agreement**") between **LAGO INNOVATION FUND, LLC**, a Delaware limited liability company ("**Lender**") and **VENUS ET FLEUR, LLC**, a New Jersey limited liability company ("**Grantor**") is made with reference to the Loan and Security Agreement, dated as of September 21, 2021 (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 Grantor 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.

GRANTOR:

VENUS ET FLEUR, LLC,
a New Jersey limited liability company

By: 
Name: Anik Chadha
Title: Principal

Address for Notices:
VENUS ET FLEUR, LLC
3602 Schindler Dr.
Monmouth Junction, NJ 08852
Attn: Nick Chadha
e: nick@venusetfleur.com

LENDER:

LAGO INNOVATION FUND, LLC,
a Delaware limited liability company

By _____
Name: _____
Title: _____

Address for Notices:
LAGO INNOVATION FUND, LLC
c/o BIP Capital
3575 Piedmont Road, Building 15, Suite 730
Atlanta GA, 30305
Attn: Heather La Freniere
e: heather@lagoinnovation.com

{SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT}

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

GRANTOR:

VENUS ET FLEUR, LLC,
a New Jersey limited liability company

By: _____

Name: _____

Title: _____

Address for Notices:

VENUS ET FLEUR, LLC
3602 Schindler Dr.
Monmouth Junction, NJ 08852
Attn: Nick Chadha
e: nick@venusetfleur.com

LENDER:

LAGO INNOVATION FUND, LLC,
a Delaware limited liability company

By:  _____

Name: Tim Gottfried

Title: Managing Member

Address for Notices:

LAGO INNOVATION FUND, LLC
c/o BIP Capital
3575 Piedmont Road, Building 15, Suite 730
Atlanta GA, 30305
Attn: Heather La Freniere
e: heather@lagoinnovation.com

EXHIBIT A
COPYRIGHTS

Please Check if No Copyrights Exist

<u>Type Of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Preregistered?</u>

EXHIBIT B
TRADEMARKS

Please Check if No Trademarks Exist

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>USPTO Reference Number:</u>	<u>Filing Date:</u>
ETERNITY	AE/291244	291244	VEF001-1-AE	4/26/2018
ETERNITY	30161218	30161218	VEF001-1-CN	4/11/2018
ETERNITY	3780448	3780448	VEF001-1-IN	3/16/2018
ETERNITY	87707194	5,508,537	VEF001-2	12/4/2017
ETERNITY	AE/291245	291245	VEF001-2-AE	4/26/2018
ETERNITY	3795572	3795572	VEF001-2-IN	4/3/2018
ETERNITY	88072496	6,130,903	VEF001-3	8/9/2018
ETERNITY	AE/291246	291246	VEF001-3-AE	4/26/2018
ETERNITY	3780449	3780449	VEF001-3-IN	3/16/2018
ETERNITY	1874408	TMA1066446	VEF001-CA	12/21/2017
ETERNITY	017661364	017661364	VEF001-EM	1/4/2018
ETERNITY	3294669	3294669	VEF001-GB	3/6/2018
REAL ROSES THAT LAST AYEAR	87633013	5,435,234	VEF002	10/4/2017
REAL ROSES THAT LAST AYEAR	1920616		VEF002CA	9/18/2018
VENUS ET FLEUR	87013939	5,122,248	VEF003	4/26/2016
VENUS ET FLEUR	88141053	5,733,956	VEF003-1	10/3/2018
VENUS ET FLEUR and Design	2017717620	662197	VEF003RUSD	5/3/2017
VENUS ET FLEUR and Design	87326988	5,280,594	VEF003-SD-1	2/7/2017
VENUS ET FLEUR and Design	1349466	1349466	VEF003-SD-1- WP	2/14/2017
VENUS ET FLEUR and Design	1349466	1349466	VEF003-SD-1- WP-AU	2/14/2017
VENUS ET FLEUR and Design	1349466	1349466	VEF003-SD-1- WP-CH	2/14/2017
VENUS ET FLEUR and Design	1349466	1349466	VEF003-SD-1- WP-EM	2/14/2017
VENUS ET FLEUR and Design	1349466	1349466	VEF003-SD-1- WP-GB	2/14/2017
VENUS ET FLEUR and Design	1349466	1349466	VEF003-SD-1- WP-IN	2/14/2017
VENUS ET FLEUR and Design	1349466	1349466	VEF003-SD-1- WP-MX	2/14/2017
VENUS ET FLEUR and Design	1349466	1349466	VEF003-SD-1- WP-NZ	2/14/2017
VENUS ET FLEUR and Design	1349466	1349466	VEF003-SD-1- WP-SG	2/14/2017
VENUS ET FLEUR	6,024,504	87392804	VEF003-SD-2	3/31/2020
VENUS ET FLEUR and Design	1358447	1358447	VEF003-SD-2- WP	4/20/2017

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>USPTO Reference Number:</u>	<u>Filing Date:</u>
VENUS ET FLEUR and Design	1358447	1358447	VEF003-SD-2- WP-CN	4/20/2017
VENUS ET FLEUR and Design	1358447	1358447	VEF003-SD-2- WP-EM	4/20/2017
VENUS ET FLEUR and Design	1358447	1358447	VEF003-SD-2- WP-GB	4/20/2017
VENUS ET FLEUR and Design	1358447	1358447	VEF003-SD-2- WP-JP	4/20/2017
VENUS ET FLEUR	5,551,705	87392813	VEF003-SD-3	8/28/2018
VEF	5,848,838	88079586	VEF006-1	9/3/2019
VeF	5,848,842	88080519	VEF007-SD-1	9/3/2019
VeF	6,240,189	88080669	VEF007-SD-2	1/5/2021
LE MINI	6,030,050	88111805	VEF019	4/7/2020
ETERNITY	35073579	35073579	VEF026	4/7/2020
VENUS ET FLEUR and Design	TMA1048567	1833679	VEF003CASD	8/13/2019

EXHIBIT C

PATENTS

Please Check if No Patents Exist

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued Or Published?</u>	<u>Issue Date:</u>