

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM677368

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MANSCAPED, LLC		12/31/2020	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3003 Tasman Drive, HF150		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Serial Number:	90667482	SKINSAFE	
Serial Number:	90656348		
Serial Number:	90656346		
Serial Number:	90832673	MANSCAPED	
Serial Number:	90373740		
Serial Number:	90597731	MANSCAPED	
Serial Number:	90597723	MANSCAPED	
Serial Number:	90804842	MANSCAPED LEVEL UP	
Serial Number:	90804840	PERSEVERE	
Serial Number:	90804838	MANSCAPED LEVEL UP	
Serial Number:	90804837	MANSCAPED LEVEL UP	
Serial Number:	90804834	MANSCAPED LEVEL UP	
Serial Number:	90804832	MANSCAPED LEVEL UP	
Serial Number:	90373747		
Serial Number:	90585469	THE LAWN MOWER	
Serial Number:	90373751		
Serial Number:	90373744		
Serial Number:	90373742		
Serial Number:	90372182	REFINED	
TRADEMARK			

OP \$540.00 90667482

Property Type	Number	Word Mark
Serial Number:	90367337	THE HEDGE TRIMMER
Serial Number:	90407394	MANSCAPED BALLERS

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 561-859-5603
Email: tbinder@vlplawgroup.com
Correspondent Name: Tatiana Binder
Address Line 1: 305 Cambridge Drive
Address Line 4: Lynchburg, VIRGINIA 24502

NAME OF SUBMITTER:	Tatiana Binder
SIGNATURE:	/TatianaBinder/
DATE SIGNED:	09/28/2021

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of December 31, 2020 by and between SILICON VALLEY BANK (“Bank”) and MANSCAPED, LLC (“Grantor”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the “Loans”) in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated August 26, 2020 (as the same may be amended, modified or supplemented from time to time, the “Loan Agreement”; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

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

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank 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 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 Bank.

Grantor hereby authorizes Bank 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.

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 Bank 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 may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., “pdf” or “tif” format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[Signature page follows.]

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

GRANTOR:

MANSCAPED, LLC

DocuSigned by:

Paul Tran

66F8DAD500FD467...

By: Paul Tran

Title: CEO

BANK:

SILICON VALLEY BANK

DocuSigned by:

Andrew Skalitzky

66220527A3794C8...

By: Andrew Skalitzky

Title: Vice President

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

NONE

EXHIBIT B

Patents





<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Vibration Dampening Connector for a Nose Hair Trimmer	62960903	01/14/2020
ELECTRIC RAZOR	29694217	06/07/2019
Hair Clipper with Removable Engageable Blade	PCT/US19/60343	11/07/2019
Hair Clipper with Removable Engageable Blade	16963630	11/07/2019

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
THIS IS YOUR TIME	90077954	07/28/2020
THE CROP SHAVER	90355465	12/02/2020
CROP GEL	90284605	10/28/2020
CROP EXFOLIATOR	90282179	10/27/2020
MAN MINT	90118929	11/24/2020
LENGTHSHIELD	90031872	07/01/2020
WATERSHIELD	90031857	07/01/2020
CROP SCRUB	90207625	09/24/2020
GLIZZY GROOMER	90124871	08/19/2020
BALLERS	90118959	08/17/2020
WOMANSCAPED	90161001	009/04/2020
WOMANSCAPED	90160998	09/04/2020
WOMANSCAPED	90160992	09/04/2020
YOUR BALLS WILL THANK YOU	88771592	01/23/2020
WEED WACKER	88809541	02/25/2020
THE PLOW	88771589	01/23/2020
CROP CLEANSER	88771571	01/23/2020
WE SAVE BALLS	88771587	01/23/2020
SKINSAFE	88281444	01/23/2019
	6201098	11/17/2020
MAGIC MAT	88873152	04/15/2020
	6184915	10/27/2020
WEED WHACKER	88817990	03/02/2020
MANSCAPED	88733992	12/19/2019
ULTRA PREMIUM	88954283	06/08/2020
THE RIGHT TOOLS FOR THE JOB	88771593	01/23/2020
THE LAWN MOWER	88771590	01/23/2020
GOT BUSH	88771588	01/23/2020

Error! Unknown document property name.

CROP PRESERVER	88771583	01/23/2020
CROP REVIVER	88771575	01/23/2020
FOOT DUSTER	88771568	01/23/2020
CROP MOP	88771566	01/23/2020
CROP REVIVER	88284803	01/31/2019
	5828545	08/06/2019
QUIETSTROKE	88281452	01/29/2019
REFINING THE GENTLEMAN	87786324	02/06/2018
	5560761	09/11/2018
MANSCAPED REFINING THE GENTLEMAN	87786295	02/06/2018
	5569524	09/25/2018
ACTIVE PH CONTROL	87584694	08/25/2017
	5447463	04/17/2018
SKINSAFE	90667482	04/23/2021
	90656348	04/19/2021
	90656346	04/19/2021
MANSCAPED	90832673	07/16/2021
	90373740	12/10/2020
MANSCAPED	90597731	03/23/2021
MANSCAPED	90597723	03/23/2021
MANSCAPED LEVEL UP	90804842	06/30/2021
PERSEVERE	90804840	6/30/2021
MANSCAPED LEVEL UP	90804838	6/30/2021
MANSCAPED LEVEL UP	90804837	06/30/2021
MANSCAPED LEVEL UP	90804834	06/30/2021
MANSCAPED LEVEL UP	90804832	06/30/2021
	90373747	12/10/2020
THE LAWN MOWER	90585469	03/17/2021



90373751

12/10/2020



90373744

12/10/2020



90373742

12/10/2020

REFINED

90372182

12/10/2020

THE HEDGE TRIMMER

90367337

12/08/2020

MANSCAPED BALLERS

90407394

12/23/2020

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

NONE