

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM714848

<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>
THIRTY MADISON, INC.		03/14/2022	Corporation: DELAWARE
NURX INC.		03/14/2022	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TRIPLEPOINT VENTURE GROWTH BDC CORP.		
<b>Street Address:</b>	2755 SAND HILL ROAD		
<b>City:</b>	MENLO PARK		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94025		
<b>Entity Type:</b>	Corporation: MARYLAND		
<b>PROPERTY NUMBERS Total: 23</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6148345	CHILL BERRIES	
<b>Serial Number:</b>	88145213	COVE	
<b>Registration Number:</b>	5783778	COVE	
<b>Serial Number:</b>	88809855	COVE BEAM	
<b>Serial Number:</b>	90860904	COVE OASIS	
<b>Registration Number:</b>	6364777		
<b>Registration Number:</b>	6493595		
<b>Registration Number:</b>	6267083		
<b>Registration Number:</b>	5934378	EVENS	
<b>Registration Number:</b>	5934379	EVENS	
<b>Registration Number:</b>	6066087	EVENS	
<b>Registration Number:</b>	5934380	EVENS	
<b>Serial Number:</b>	97166447	FACET	
<b>Serial Number:</b>	97166443	FACET	
<b>Serial Number:</b>	87983732	KEEPS	
<b>Serial Number:</b>	87977178	KEEPS	
<b>Serial Number:</b>	87979971	KEEPS	
<b>Serial Number:</b>	88080530	KEEPS	

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Property Type	Number	Word Mark
Serial Number:	88777187	
Serial Number:	97039340	RIVER
Serial Number:	90725355	THE COVE METHOD
Serial Number:	90725361	THE COVE MIGRAINE CARE METHOD
Registration Number:	5861128	NURX

**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:** 6508157637

**Email:** aalwine@mwe.com

**Correspondent Name:** Judy M. Mohr/McDermott Will & Emery

**Address Line 1:** 415 Mission Street, Suite 5600

**Address Line 4:** San Francisco, CALIFORNIA 94105-2616

**ATTORNEY DOCKET NUMBER:** 082853-0150

**NAME OF SUBMITTER:** Judy M. Mohr

**SIGNATURE:** /Judy M. Mohr/

**DATE SIGNED:** 03/16/2022

**Total Attachments: 9**

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## PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is a **Plain English Intellectual Property Security Agreement** dated as of March 14, 2022 by and among TRIPLEPOINT VENTURE GROWTH BDC CORP., a Maryland corporation in its capacity as collateral agent for itself and Lenders (as defined below) (in such capacity together with its successors and assigns, in such capacity "**Collateral Agent**"), THIRTY MADISON, INC., a Delaware corporation ("**Thirty Madison**") and NURX INC., a Delaware corporation ("**NURX**") (the "**Agreement**").

The words "We", "Us", or "Our", refer to the grantee, which is Collateral Agent. The words "You" or "Your" refers to the grantors, which are Thirty Madison and NURX, and not any individual. The words "the Parties" refers to Collateral Agent, Thirty Madison and NURX.

Reference is made to the Amended and Restated Plain English Growth Capital Loan and Security Agreement (the "**Loan Agreement**"), dated as of March 14, 2022, by and among You, Collateral Agent, and the other Parties thereto, as the same may from time to time be amended, modified or supplemented in accordance with its terms. Pursuant to the Loan Agreement, You have granted to Us a lien on and a security interest in all the present and future rights, title, and interest that You may now have or hereafter acquire in all Patents, Trademarks, Copyrights, and applications for Patents, Trademarks and Copyrights.

In consideration for the mutual covenants and agreements contained in the Loan Agreement and this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

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### 1. GRANT OF SECURITY INTEREST

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You grant to Us a lien upon and continuing security interest in all of Your right, title, and interest in, to and under all of the following (all of the following items of property collectively will be referred to as the "**Intellectual Property Collateral**"), whether now existing or hereafter arising or acquired:

- ⇒ all Patents, Patent Licenses, and Patent applications, including specifically those listed on the attached **Schedule A**, together with any reissues, divisions, continuations, renewals, extensions and continuations thereof;
- ⇒ all Trademarks, Trademark Licenses, and trademark applications, including specifically those listed on the attached **Schedule B** together with any renewals thereof;
- ⇒ all Copyrights, Copyright Licenses, and applications for Copyrights, including specifically those listed on the attached **Schedule C**;
- ⇒ the right to sue for past, present and future infringements of the foregoing and all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof; and
- ⇒ all Proceeds.

You represent and warrant to Us that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which You have registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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### 2. LOAN AGREEMENT

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This security interest is granted to secure the Secured Obligations, under the Loan Agreement. All the capitalized terms used but not otherwise defined are used in this Agreement with the same meaning as defined in the Loan Agreement.

#### IP Security Agreement

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**3. OUR RIGHT TO SUE**

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From and after an Event of Default, subject to the terms of the Loan Agreement, We shall have the right, but shall in no way be obligated, to bring suit in Our own name to enforce Your rights in the Intellectual Property Collateral. If We commence any such suit, You shall, at Our request, do all lawful acts and execute and deliver all proper documents or information that may be necessary or desirable to aid Us in such enforcement. You shall promptly, upon demand, reimburse and indemnify Us for all of Our costs and expenses, including reasonable attorney's fees, related to Our exercise of the above mentioned rights.

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**4. FURTHER ASSURANCES**

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You will from time to time execute, deliver and file, alone or with Us, any security agreements, or other documents to perfect and give priority to Our lien on the Intellectual Property Collateral. You will from time to time obtain any instruments or documents as We may request, and take all further action that may be reasonably necessary or desirable, or that We may reasonably request, to carry out more effectively the provisions and purposes of this Agreement or any other related agreements or to confirm, perfect, preserve and protect the liens granted to Us.

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**5. MODIFICATION**

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This Agreement can only be altered, amended or modified in a writing signed by the Parties. Notwithstanding the foregoing however, You hereby irrevocably appoint Us (and any of Our designated officers, agents or employees) as Your true and lawful attorney to modify, in Our sole discretion, this Agreement without first obtaining Your approval or signature to such modification by amending Schedules A, B, and C to this Agreement, as appropriate, to include reference to any right, title or interest in any Intellectual Property Collateral acquired by You before or after the execution hereof or to delete any reference to any right, title or interest in any Intellectual Property Collateral in which You no longer have or claim to have any right, title or interest. The appointment of Us as Your attorney in fact, and each and every one of Our rights and powers, being coupled with an interest, is irrevocable until all of the Secured Obligations have been fully repaid and performed and Our obligation to provide credit extensions to You is terminated.

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**6. BINDING EFFECT; REMEDIES NOT EXCLUSIVE**

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This Agreement shall be binding upon You and Your respective successors and assigns, and shall inure to the benefit of Us, and Our nominees and assigns.

Our rights and remedies with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Us as a matter of law or equity. Each of Our rights, powers and remedies provided for herein or in the Loan Agreement or any of the Loan Documents, 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 Us of any one or more of the rights, powers or remedies provided for in this Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Us, of any or all other rights, powers or remedies.

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**7. GOVERNING LAW; COUNTERPARTS**

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This Agreement shall be deemed made and accepted in and shall be governed by and construed in accordance with the laws of the State of California, and (where applicable) the laws of the United States of America.

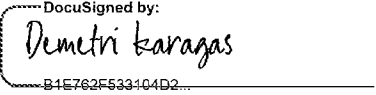
This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

(Signature Page to Follow)

IN WITNESS WHEREOF, You have duly executed this Agreement as of the date first set forth above.

“YOU”:

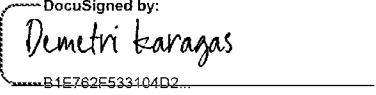
**THIRTY MADISON, INC.**

Signature:  B4E762F533404D2...

Print Name: Demetri Karagas

Title: Treasurer

**NURX INC.**

Signature:  B4E762F533404D2...

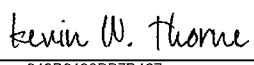
Print Name: Demetri Karagas

Title: Treasurer

[SIGNATURE PAGE TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT]

**“Collateral Agent”**

**TRIPLEPOINT VENTURE GROWTH BDC CORP.**  
by TriplePoint Advisers LLC, its investment adviser

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Kevin W. Thorne  
Title: Chief Operating Officer

[SIGNATURE PAGE TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT]

**SCHEDULE A**

**To Plain English Intellectual Property Security Agreement  
Between THIRTY MADISON, INC. and NURX INC., as You (Grantor)  
and TRIPLEPOINT VENTURE GROWTH BDC CORP., as Us (Grantee)**

**PATENTS AND PATENT APPLICATIONS**

None.

**IP Security Agreement**

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**TRADEMARK  
REEL: 007661 FRAME: 0651**

**SCHEDULE B**

**To Plain English Intellectual Property Security Agreement  
Between THIRTY MADISON, INC. and NURX INC., as You (Grantor)  
and TRIPLEPOINT VENTURE GROWTH BDC CORP., as Us (Grantee)**




**TRADEMARKS AND TRADEMARK APPLICATIONS**

<b>Owner Name</b>	<b>Trademark Name</b>	<b>Jurisdiction</b>	<b>Status</b>	<b>Application</b>	<b>Owner Name</b>	<b>Trademark Name</b>	<b>Jurisdiction</b>
Thirty Madison, Inc.	KEEPS	China	Filed	53760006	02/20/2021		
Thirty Madison, Inc.	KEEPS	China	Filed	53748418	02/20/2021		
Thirty Madison, Inc.	KEEPS	China	Filed	53756525	02/20/2021		
Thirty Madison, Inc.	KEEPS	European Union	Registered	18402047	02/18/2021	18402047	08/03/2021
Thirty Madison, Inc.	KEEPS	India	Filed	4872037	02/20/2021		
Thirty Madison, Inc.	KEEPS	India	Filed	4872039	02/20/2021		
Thirty Madison, Inc.	KEEPS	India	Filed	4872040	02/20/2021		
Thirty Madison, Inc.	KEEPS	India	Filed	4872041	02/20/2021		

IP Security Agreement


**TRADEMARK  
REEL: 007661 FRAME: 0652**



Thirty Madison, Inc.	KEEPS	Singapore	Registered	40202104272V	02/22/2021	40202104272V	02/22/2021
Thirty Madison, Inc.	KEEPS	United Kingdom	Registered	3597164	02/18/2021	3597164	09/03/2021
Thirty Madison, Inc.	CHILL BERRIES	United States	Registered	88-257093	01/10/2019	6148345	09/08/2020
Thirty Madison, Inc.	COVE	United States	Allowed	88-145213	10/05/2018		
Thirty Madison, Inc.	COVE	United States	Registered	88-975254	10/05/2018	5783778	06/18/2019
Thirty Madison, Inc.	COVE BEAM	United States	Filed	88-809855	02/25/2020		
Thirty Madison, Inc.	COVE OASIS	United States	Filed	90-860904	08/02/2021		
Thirty Madison, Inc.	CROWN DESIGN 	United States	Registered	87-983808	01/16/2018	6364777	05/25/2021
Thirty Madison, Inc.	CROWN DESIGN 	United States	Registered	87-756167	01/16/2018	6493595	09/21/2021
Thirty Madison, Inc.	CROWN DESIGN 	United States	Registered	87-983572	01/16/2018	6267083	02/09/2021
Thirty Madison, Inc.	EVENS	United States	Registered	88-257078	01/10/2019	5934378	12/10/2019
Thirty Madison, Inc.	EVENS	United States	Registered	88-257086	01/10/2019	5934379	12/10/2019
Thirty Madison, Inc.	EVENS	United States	Registered	88-257089	01/10/2019	6066087	05/26/2020
Thirty Madison, Inc.	EVENS	United States	Registered	88-257091	01/10/2019	5934380	12/10/2019
Thirty Madison, Inc.	FACET	United States	Filed	97-166447	12/10/2021		

IP Security Agreement

**TRADEMARK**  
**REEL: 007661 FRAME: 0653**

Thirty Madison, Inc.	FACET	United States	Filed	97-166443	12/10/2021		
Thirty Madison, Inc.	KEEPS	United States	Registered	87-983732	06/20/2017	6389671	06/15/2021
Thirty Madison, Inc.	KEEPS	United States	Registered	87-977178	06/20/2017	6471326	08/31/2021
Thirty Madison, Inc.	KEEPS	United States	Registered	87-979971	06/20/2017	5717973	04/02/2019
Thirty Madison, Inc.	KEEPS	United States	Registered	88-080530	08/16/2018	5714175	04/02/2019
Thirty Madison, Inc.	PJ CHARACTER Design 	United States	Registered	88-777187	01/29/2020	6269642	02/16/2021
Thirty Madison, Inc.	RIVER	United States	Filed	97-039340	09/22/2021		
Thirty Madison, Inc.	THE COVE METHOD	United States	Filed	90-725355	05/20/2021		
Thirty Madison, Inc.	THE COVE MIGRAINE CARE METHOD	United States	Filed	90-725361	05/20/2021		
NURX Inc.	NURX	United States	Registered	88288225	02/04/2019	5861128	09/17/2019
NURX Inc.	NURX	EU/UK(Per Madrid Protocol)	Registered	With reference to U.S. App. No. 88288225		1512884	


IP Security Agreement

**TRADEMARK**  
**REEL: 007661 FRAME: 0654**

**SCHEDULE C**

**To Plain English Intellectual Property Security Agreement  
Between THIRTY MADISON, INC. and NURX INC., as You (Grantor)  
and TRIPLEPOINT VENTURE GROWTH BDC CORP., as Us (Grantee)**

**COPYRIGHTS AND COPYRIGHT APPLICATIONS**

<b>Owner Name</b>	<b>Trademark Name</b>	<b>Jurisdiction</b>	<b>Status</b>	<b>Application Number</b>	<b>Filing Date</b>	<b>Registration Number</b>	<b>Registration Date</b>
Thirty Madison, Inc.	PJ Character Copyright 	United States	Registered			VA 2-179-261	11/08/2019

IP Security Agreement