

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM729907

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BRILLIANT EARTH, LLC		05/24/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank, as Administrative Agent		
Street Address:	3003 Tasman Drive		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	5427003		
Registration Number:	5427002	BRILLIANT EARTH	
Registration Number:	3608760		
Registration Number:	3449211	LUXURY WITH A CONSCIENCE	
Registration Number:	3851727	BRILLIANT EARTH	
Serial Number:	90808363	BEYOND CONFLICT FREE	
Serial Number:	97052697	TRULY BRILLIANT	
Serial Number:	90808359	BEYOND CONFLICT FREE DIAMONDS	
Serial Number:	88798867		
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:	8004945225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	JAY DASILVA		
Address Line 1:	1025 CONNECTICUT AVE., NW, STE. 712		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	WASHINGTON, D.C. 20036		

OP \$240.00 5427003

ATTORNEY DOCKET NUMBER:	1692244 TM
NAME OF SUBMITTER:	Diane Giacomozzi
SIGNATURE:	/Diane Giacomozzi/
DATE SIGNED:	05/24/2022

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of May 24, 2022 by and between the companies listed on the signature page hereto (each a “*Grantor*”) and **SILICON VALLEY BANK**, as administrative agent and collateral agent for the Lenders (as defined below) (in such capacities, “*Administrative Agent*”).

RECITALS

A. Administrative Agent, the Lenders and the other Secured Parties (as defined in the Credit Agreement) have agreed to make certain advances of money and to extend certain financial accommodations to **BRILLIANT EARTH, LLC**, a Delaware limited liability company (the “*Borrower*”) in the amounts and manner set forth in that certain Credit Agreement, dated as of May 24, 2022, by and among the Borrower, the several banks and other financial institutions or entities from time to time party thereto (each a “*Lender*” and, collectively, the “*Lenders*”), **SILICON VALLEY BANK**, as the Issuing Lender and the Swingline Lender, and Administrative Agent (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the “*Credit Agreement*”). Unless otherwise specified, capitalized terms used herein are used as defined in the Credit Agreement or the Guarantee and Collateral Agreement (as defined below), as applicable.

B. In consideration of the agreement by Administrative Agent, the Lenders and the other Secured Parties to make the financial accommodations to the Borrower under the Credit Agreement, the Borrower, and each other Grantor have entered into that certain Guarantee and Collateral Agreement in favor of Administrative Agent, dated as of even date herewith (as the same may be amended, modified or supplemented from time to time, the “*Guarantee and Collateral Agreement*”).

C. The Secured Parties made such financial accommodations to the Borrower, upon the condition, among others, that the Borrower and each other Grantor shall grant to Administrative Agent a security interest in certain Copyrights, Trademarks, and Patents (in each case, as defined in the Guarantee and Collateral Agreement) as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations (whether now existing or arising hereafter).

D. Pursuant to the terms of the Credit Agreement and the Guarantee and Collateral Agreement, the Borrower and each other Grantor have granted to Administrative Agent, for the benefit of the Secured Parties, a security interest in all the Collateral, including the Copyrights, Patents, and Trademarks listed on Exhibits A, B, and C hereto, respectively.

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 the Secured Obligations, the parties hereto agree as follows:

AGREEMENT

Each Grantor grants to Administrative Agent, for the benefit of the Secured Parties, a security interest in those Copyrights, Patents, and Trademarks listed on Exhibits A, B, and C hereto, respectively, including all claims for any past, present and future infringement or other impairment thereof, all proceeds thereof, any goodwill associated therewith, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof (but excluding, for the avoidance of doubt, any intent-to-use United States Trademark application for which neither (a) an

amendment to allege use to bring the application into conformity with 15 U.S.C. § 1051(a) has been filed with and accepted by the United States Patent and Trademark Office, nor (b) a verified statement of use under 15 U.S.C. § 1051(d) has been filed with and accepted by the United States Patent and Trademark Office) (collectively, the “Intellectual Property Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations (whether now existing or arising hereafter).

This security interest is granted in conjunction with the security interest granted to Administrative Agent under the Guarantee and Collateral Agreement, and each Grantor hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of the Guarantee and Collateral Agreement and any provision of this Intellectual Property Security Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

Upon the Discharge of Obligations, Administrative Agent shall execute, acknowledge and deliver to the Borrower an instrument or instruments in writing in recordable form releasing its security interest in the Intellectual Property Collateral.

This Intellectual Property Security Agreement may be executed by one or more of the parties to this Intellectual Property Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart by electronic transmission shall be equally effective as delivery of an original executed counterpart.

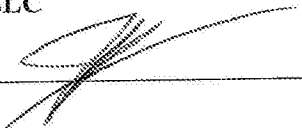
THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE CONFLICT OF LAW RULES) OF THE STATE OF NEW YORK.

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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.

GRANTORS:

BRILLIANT EARTH, LLC

By: _____ 

Name: Jeffrey Kuo

Title: Chief Financial Officer

[Signature Page to Intellectual Property Security Agreement]

ADMINISTRATIVE AGENT:

SILICON VALLEY BANK

By: 
Name: Thuy Bui
Title: Managing Director

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 007731 FRAME: 0544

EXHIBIT A

COPYRIGHTS

Registered U.S. Copyrights

<u>Loan Party</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Work of Authorship</u>
Brilliant Earth, LLC	US	VA-2-265-734	08/06/2021	SUMMIT WEDDING RING
Brilliant Earth, LLC	US	VA 2-227-402	10/02/2020	WINDING WILLOW DIAMOND RING
Brilliant Earth, LLC	US	VA 2-227-561	10/02/2020	DELICATE ANTIQUE SCROLL DIAMOND RING
Brilliant Earth, LLC	US	VA 2-227-323	10/02/2020	SECRET GARDEN DIAMOND RING
Brilliant Earth, LLC	US	VA-2-183-558	12/23/2019	BUDDING WILLOW RING
Brilliant Earth, LLC	US	VA-2-183-571	12/23/2019	LUXE WILLOW DIAMOND RING
Brilliant Earth, LLC	US	VA-2-175-315	10/28/2019	DIAMOND WAVE PENDANT
Brilliant Earth, LLC	US	VA-2-175-316	10/28/2019	JUNIPER DIAMOND EARRINGS
Brilliant Earth, LLC	US	VA 2-007-702	06/04/2015	CHAMISE DIAMOND RING
Brilliant Earth, LLC	US	VA 2-007-703	06/04/2015	WILLOW DIAMOND RING
Brilliant Earth, LLC	US	VA 2-175-310	09/13/2019	MOUNTAIN RANGE DIAMOND PENDANT
Brilliant Earth, LLC	US	VA 2-175-313	09/13/2019	SAPPHIRE WAVE PENDANT
Brilliant Earth, LLC	US	VA 2-202-870	12/20/2019	ADELINE DIAMOND RING

Pending U.S. Copyright Applications

<u>Loan Party</u>	<u>Jurisdiction</u>	<u>Application No.</u>	<u>Application Date</u>	<u>Work of Authorship</u>
Brilliant Earth, LLC	US	1-7905492158	07/22/2019	LUXE WILLOW CONTOURED DIAMOND RING
Brilliant Earth, LLC	US	1-7881118961	07/22/2019	GRACE RING
Brilliant Earth, LLC	US	1-7905350861	07/22/2019	NOUVEAU DIAMOND RING
Brilliant Earth, LLC	US	1-7905350887	07/22/2019	REINA HALO DIAMOND RING
Brilliant Earth, LLC	US	1-9318847580	10/02/2020	ADELINE RING
Brilliant Earth, LLC	US	1-9318827148	10/02/2020	AVA DIAMOND RING
Brilliant Earth, LLC	US	1-9318011851	10/02/2020	ABERDEEN DIAMOND RING
Brilliant Earth, LLC	US	1-9318012087	10/02/2020	YVETTE DIAMOND RING
Brilliant Earth, LLC	US	1-9318012233	10/02/2020	FIGURELLA DIAMOND RING
Brilliant Earth, LLC	US	1-9318557665	10/02/2020	MAGNOLIA DIAMOND EARRINGS
Brilliant Earth, LLC	US	1-9318827121	10/02/2020	JARDINIERE DIAMOND RING
Brilliant Earth, LLC	US	1-9319020514	10/02/2020	NORTH STAR DIAMOND EARRINGS
Brilliant Earth, LLC	US	1-9319020872	10/02/2020	TWILIGHT DIAMOND RING
Brilliant Earth, LLC	US	1-9319020696	10/02/2020	CADENZA HALO DIAMOND RING
Brilliant Earth, LLC	US	1-10720610898	08/06/2021	ELARA DIAMOND RING
Brilliant Earth, LLC	US	1-10720610871	08/06/2021	CHIARA DIAMOND RING
Brilliant Earth LLC	US	1-7905466171	07/22/2019	WINDING WILLOW DIAMOND RING

EXHIBIT B

PATENTS

Issued U.S. Patents

None.

Pending U.S. Patent Applications

None.

EXHIBIT C

TRADEMARKS

Registered U.S. Trademarks

<u>Loan Party</u>	<u>Jurisdiction*</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
Brilliant Earth, LLC	US	5427003	03/20/2018	08/03/2017	Brilliant Earth, LLC	
Brilliant Earth, LLC	US	5427002	03/20/2018	08/03/2017	Brilliant Earth, LLC	BRILLIANT EARTH (IC 014)
Brilliant Earth, LLC	US	3608760	04/21/2009	09/15/2008	Brilliant Earth, LLC	
Brilliant Earth, LLC	US	3449211	06/17/2008	10/31/2007	Brilliant Earth, LLC	LUXURY WITH A CONSCIENCE
Brilliant Earth, LLC	US	3851727	09/21/2010	09/19/2005	Brilliant Earth, LLC	BRILLIANT EARTH

Pending/Allowed U.S. Trademark Applications

<u>Loan Party</u>	<u>Jurisdiction</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Applicant</u>	<u>Mark</u>
Brilliant Earth, LLC	US	90808363	07/02/2021	Brilliant Earth, LLC	BEYOND CONFLICT FREE
Brilliant Earth, LLC	US	97052697	09/29/2021	Brilliant Earth, LLC	TRULY BRILLIANT
Brilliant Earth, LLC	US	90808359	07/02/2021	Brilliant Earth, LLC	BEYOND CONFLICT FREE DIAMONDS
Brilliant Earth, LLC	US	88798867	02/14/2020	Brilliant Earth, LLC	