

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM752823

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LIME CRIME, INC.		08/30/2022	Corporation: NEW YORK
LC Brands LLC		08/30/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Context Credit Holdings, LP		
Street Address:	1 Belmont Avenue		
Internal Address:	Suite 630		
City:	Bala Cynwyd		
State/Country:	PENNSYLVANIA		
Postal Code:	19004		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
Registration Number:	5556550	WET CHERRY	
Registration Number:	3806465	LIME CRIME	
Registration Number:	4368645	VELVETINES	
Registration Number:	4447716		
Registration Number:	4776509	UNICORN LIPSTICK	
Registration Number:	4776689	MAKEUP FOR UNICORNS	
Registration Number:	6015999	VENUS EYESHADOW PALETTE	
Registration Number:	5003478	LIME CRIME	
Registration Number:	5168162	SUPERFOIL	
Registration Number:	5229600	UNICORN HAIR	
Registration Number:	5336659	POCKET CANDY PALETTE	
Registration Number:	5267628	DIAMOND CRUSHERS	
Registration Number:	5267638	HI LITE BLOSSOMS	
Registration Number:	5267639	HI LITE OPALS	
Registration Number:	5424885	PLUSHIES	
Registration Number:	5424912	DIAMOND DEW	
Registration Number:	5465976	AQUARIUM	

OP \$590.00 5556550

Property Type	Number	Word Mark
Registration Number:	5475397	
Registration Number:	4391204	
Registration Number:	4368661	ALWAYS BE A UNICORN
Serial Number:	87373465	WELCOME TO MAKEUP HEAVEN
Serial Number:	87346757	MERMATTIFIER
Serial Number:	97307440	ASTRONOMICAL

CORRESPONDENCE DATA

Fax Number: 8009144240
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: 800-713-0755
Email: eric.edwards@wolterskluwer.com
Correspondent Name: CT Corporation
Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Jessica Hildebrandt
SIGNATURE:	/Jessica Hildebrandt/
DATE SIGNED:	09/01/2022

Total Attachments: 9
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") dated as of August 30, 2022 by LIME CRIME, INC., a New York corporation ("Lime Crime"), and LC BRANDS LLC, a Delaware limited liability company ("LC Brands" and together with Lime Crime, collectively, the "Grantors" and each individually, a "Grantor"), in favor of CONTEXT CREDIT HOLDINGS, LP, a Delaware limited partnership (together with its successors and assigns, "Lender"):

W I T N E S S E T H

WHEREAS, each Grantors, certain Grantors' affiliates and Lender are parties to a certain Loan and Security Agreement as of even date herewith (as the same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Borrowers by Lender; and

WHEREAS, each Grantor has granted to Lender a security interest in substantially all of the assets of such Grantor including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired trademarks, copyrights, and patents, together with the goodwill of the business symbolized by such Grantor's trademarks, patents and copyrights and all products and proceeds thereof, to secure the payment of all amounts owing by such Grantor under the Loan Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference into this Agreement. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant of Security Interests. To secure the payment and performance of the Obligations, each Grantor hereby grants to Lender a continuing security interest in such Grantor's entire right, title and interest in, to and under the following, whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark, patent and copyright listed on Schedule 1 annexed hereto, (such trademarks, patents and copyrights, the "Trademarks", "Patents" and "Copyrights") together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Patent and Copyright; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by such Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, Copyright or Patent, or (b) injury to the goodwill associated with any Trademark.

3. Representations and Warranties. Each Grantor hereby represents and warrants that the Trademarks, Patents and Copyrights listed on Schedule I attached hereto constitute all trademarks, patents and copyrights owned or registered to such Grantor as of the date hereof.

4. Right to Bring Suit. Each Grantor shall have the right, with the prior written consent of Lender, which consent shall not be unreasonably withheld, conditioned or delayed, to bring suit

in its own name to enforce the Trademarks, Patents and Copyrights, in which case Lender may, at Lender's option, be joined as a nominal party to this suit if Lender shall be satisfied that the joinder is necessary and that Lender is not incurring any risk of liability by that joinder. Each Grantor shall promptly, upon demand, reimburse and indemnify, defend, and hold harmless Lender for all damages, costs and expenses, including reasonable attorneys' fees, incurred by Lender pursuant to this paragraph.

5. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW). FURTHER, THE LAW OF THE STATE OF NEW YORK SHALL APPLY TO ALL DISPUTES OR CONTROVERSIES ARISING OUT OF OR CONNECTED TO OR WITH THIS AGREEMENT WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

6. CONSENT TO JURISDICTION; WAIVER OF JURY TRIAL. ANY LEGAL ACTION, SUIT OR PROCEEDING WITH RESPECT TO THIS AGREEMENT SHALL BE BROUGHT EXCLUSIVELY IN THE COURTS OF THE STATE OF NEW YORK IN THE COUNTY OF NEW YORK OR IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, AND THE UNDERSIGNED HEREBY ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY IN CONNECTION WITH ANY SUCH LEGAL ACTION, SUIT OR PROCEEDING, THE JURISDICTION OF THE AFOREMENTIONED COURTS. THE UNDERSIGNED HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, OR BASED ON UPON 28 U.S.C. § 1404, WHICH THEY MAY NOW OR HEREAFTER HAVE TO THE BRINGING AND ADJUDICATION OF ANY SUCH ACTION, SUIT OR PROCEEDING IN ANY OF THE AFOREMENTIONED COURTS AND AGREES TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY THE COURT. THE UNDERSIGNED HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM CONCERNING ANY RIGHTS UNDER THIS AGREEMENT OR UNDER ANY AMENDMENT, WAIVER, INSTRUMENT, DOCUMENT OR OTHER AGREEMENT DELIVERED OR WHICH IN THE FUTURE MAY BE DELIVERED IN CONNECTION HERewith OR THEREWITH, OR ARISING FROM ANY FINANCING RELATIONSHIP EXISTING IN CONNECTION WITH THIS AGREEMENT, AND AGREES THAT ANY SUCH ACTION, PROCEEDING OR COUNTERCLAIM SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

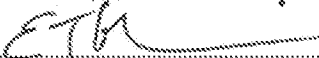
7. Notices. Any notice required or permitted to be given under this Security Agreement shall be sent in accordance with Section 9.8 of the Loan Agreement.

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IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

GRANTORS:

LINE CRIME, INC.

By:  (SEAL)
Name: Emma Fahri-Hopkins
Its: Chief Financial Officer

LC BRANDS LLC

By:  (SEAL)
Name: Emma Fahri-Hopkins
Its: Chief Financial Officer

[Signature Page to Intellectual Property Security Agreement (Line Crime)]

Agreed and Accepted
as of the date first written above:

CONTEXT CREDIT HOLDINGS, LP


By: Meredith L. Carter
Name: Meredith L. Carter
Title: President and Chief Executive Officer

SCHEDULE 1

(a) Patents and Patent Licenses

Grantor	Patent	Application/Filing Date	Patent Number
LC BRANDS LLC	USD0829447S 2018-10-02 Cosmetics brush	July 21, 2017	US29611422

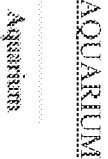


(b) Trademarks and Trademark Licenses

Grantor	Trademark	Registration Date Application Date	Registration Number / Application Number
LC Brands LLC	<u>WET CHERRY</u> <small>WET CHERRY</small>	September 4, 2018	5,556,550
LC Brands LLC	<u>LIME CRIME</u> <small>LIME CRIME</small>	June 22, 2010	3,806,465
LC Brands LLC	<u>VEL VETINES</u> <small>Velvetines</small>	July 16, 2013	4,368,645
LC Brands LLC	 <u>UNICORN LIPSTICK</u> <small>Unicorn Lipstick</small>	December 10, 2013	4,447,716
LC Brands LLC	<u>MAKEUP FOR UNICORNS</u> <small>Makeup for Unicorns</small>	July 21, 2015	4,776,509
LC Brands LLC	<u>MAKEUP FOR UNICORNS</u> <small>Makeup for Unicorns</small>	July 21, 2015	4,776,689

LC Brands LLC	<u>VENUS EYESHADOW PALETTE</u> <small>VENUS EYESHADOW PALETTE</small>	March 24, 2020	6,015,999
LC Brands LLC	<u>LIME CRIME</u> <small>Lime Crime</small>	July 19, 2016	5,003,478
LC Brands LLC	<u>SUPERFOIL</u> <small>SUPERFOIL</small>	March 21, 2017	5,168,162
LC Brands LLC	<u>UNICORN HAIR</u> <small>Unicorn Hair</small>	June 20, 2017	5,229,600
LC Brands LLC	<u>POCKET CANDY PALETTE</u> <small>POCKET CANDY PALETTE</small>	November 14, 2017	5,336,659
LC Brands LLC	<u>DIAMOND CRUSHERS</u> <small>DIAMOND CRUSHERS</small>	August 15, 2017	5,267,628
LC Brands LLC	<u>HILITE BLOSSOMS</u> <small>HILITE BLOSSOMS</small>	August 15, 2017	5,267,638
LC Brands LLC	<u>HILITE OPALS</u> <small>HILITE OPALS</small>	August 15, 2017	5,267,639
LC Brands LLC	<u>PLUSHIES</u> <small>Plushies</small>	March 13, 2018	5,424,885
LC Brands LLC	<u>DIAMOND DEW</u> <small>DIAMOND DEW</small>	March 13, 2018	5,424,912

TRADEMARK

REEL: 007837 FRAME: 0798

LC Brands LLC		May 8, 2018	5,465,976
LC Brands LLC		May 22, 2018	5,475,397
LC Brands LLC		August 27, 2013	4,391,204
LC Brands LLC	ALWAYS BE A UNICORN	July 16, 2013	4,368,661
LC Brands LLC	WELCOME TO MAKEUP HEAVEN	March 16, 2017	87-373465
LC Brands LLC	MERMATHER	February 23, 2017	87-346757
LC Brands LLC	ASTRONOMICAL	Filed: March 11, 2022 Registration Pending	97-307440

(c) Copyrights and Copyright Licenses

Grantor	Copyright	Registration Date	Registration Number
Lime Crime, Inc.	Crow Portrait	May 27, 2014	VA0001916295
Lime Crime, Inc.	Little Mystery	May 27, 2014	VA0001916294
Lime Crime, Inc.	Doe and Pidgin	May 31, 2015	VA0001964919
LC Brands LLC	Rose Pattern 1	June 06, 2018	VA0002127819
LC Brands LLC	Rose Pattern 2	June 06, 2018	VA0002127838