

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM772195

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|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| HAIRBRELLA, INC. | | 12/05/2022 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | PROSPEQ FUND LP | | |
| Street Address: | 15007 S. 27th Place | | |
| City: | Phoenix | | |
| State/Country: | ARIZONA | | |
| Postal Code: | 85048 | | |
| Entity Type: | Limited Partnership: ARIZONA | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5289525 | HAIRBRELLA | |
| 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: | 6506483802 | | |
| Email: | PATTY@PATTYCHENG.COM | | |
| Correspondent Name: | PATTY CHENG | | |
| Address Line 1: | 2625 MIDDLEFIELD RD., #215 | | |
| Address Line 4: | PALO ALTO, CALIFORNIA 94306 | | |
| NAME OF SUBMITTER: | Patty Cheng | | |
| SIGNATURE: | /s/ Patty Cheng | | |
| DATE SIGNED: | 12/06/2022 | | |
| Total Attachments: 5 | | | |
| source=Hairbrella - IP Security Agreement#page1.tif | | | |
| source=Hairbrella - IP Security Agreement#page2.tif | | | |
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OP \$40.00 5289525

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 5, 2022 by and between Hairbrella, Inc., a Delaware corporation (“Borrower”) and Prospeq Fund LP, a Delaware limited partnership (“Lender”).

RECITALS

Lender has agreed to make certain advances of money and to extend certain financial accommodations to Borrower under that certain Loan and Security Agreement by and between Lender and Borrower dated of even date herewith (as amended from time to time, the “Loan Agreement”). Capitalized terms used herein are used as defined in the Loan Agreement. Pursuant to the terms of the Loan Agreement, Borrower has granted to Lender a security interest in its personal property.

NOW, THEREFORE, Borrower agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Borrower and Lender, Borrower grants to Lender a security interest in all of Borrower’s right, title and interest in, its intellectual property (including without limitation those copyrights, patents and trademarks listed on Schedules A, B and C hereto) and all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

Borrower represents and warrants that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Borrower, as of the date hereof, has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable. Borrower hereby authorizes Lender to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any intellectual property which Borrower 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.

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. In the event that any signature is executed and delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file or electronic signature complying with the U.S. federal ESIGN Act of 2000, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” or electronic signature page were an original hereof.

[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.

Address of Borrower:

1345 Seaboard Industrial Blvd. NW
Suite D4
Atlanta, GA 30318
Attn: Tracey Pickett, CEO

BORROWER:

HAIRBRELLA, INC.

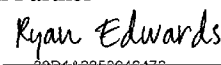
DocuSigned by:

By: _____
Name: Tracey Pickett
Title: CEO

Address of Lender:

15007 S. 27th Place
Phoenix, AZ 85048
Attn: Ryan Edwards; Phillip Pipkins

LENDER:

PROSPEQ FUND LP

By: PROSPEQ GP LLC
its General Partner
DocuSigned by:

By: _____
Name: Ryan Edwards
Title: General Partner

SCHEDULE A

Copyrights

If None, check this box:

| <u>Description</u> | <u>Registration Number</u> | <u>Registration Date</u> |
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SCHEDULE B

Patents

| <u>Description</u> | <u>Patent Number / Application Number</u> | <u>Issue Date / Application Date</u> |
|-----------------------|-----------------------------------------------|------------------------------------------|
| Rain cap with a visor | D909016 | May 20, 2020 |
| Rain cap | D820565 | February 20, 2017 |
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SCHEDULE C

Trademarks

| <u>Description</u> | <u>Serial Number</u> | <u>Registration Number</u> | <u>Application Date / Registration Date</u> |
|--------------------|----------------------|----------------------------|-------------------------------------------------|
| HAIRBRELLA | 87301894 | 5289525 | September 19, 2017 |
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* — indicates dead, abandoned or cancelled trademark