

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM813835

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
STARFACE WORLD, INC.		05/26/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	LAGO INNOVATION FUND III, LLC		
Street Address:	3575 Piedmont Rd Bldg 15 Ste 730		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30305		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 24			
Property Type	Number	Word Mark	
Serial Number:	90168369	FACESTAR	
Serial Number:	90610295	MORE FUN FOR YOUR FACE	
Serial Number:	90254607	BIG YELLOW	
Serial Number:	90661715	BABY STAR	
Serial Number:	90610309	STARFACE WORLD	
Serial Number:	90326729	STARFACE WORLD	
Serial Number:	90398886	LIL RED	
Registration Number:	6903003	MORE FUN FOR YOUR FACE	
Registration Number:	6557046	BIG YELLOW	
Serial Number:	90661717	STARFACE	
Registration Number:	6860854		
Registration Number:	6650799	HYDRO-STARS	
Serial Number:	90008852	GOOD NIGHT MOON	
Serial Number:	90326799	STARFACE	
Serial Number:	88862164	STARFACE WORLD	
Serial Number:	88983483	STARFACE	
Registration Number:	6450020	SPACE WASH	
Registration Number:	6667544	NIGHT WATER	
Registration Number:	6412339		

OP \$615.00 90168369

Property Type	Number	Word Mark
Serial Number:	88795163	STARWORLD
Registration Number:	6429208	MOISTURE ON MARS
Registration Number:	6258141	SPACE WASH
Registration Number:	6412002	HYDRO-STAR
Serial Number:	88510158	STARFACE

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: 8004945225

Email: ipteam@cogencyglobal.com

Correspondent Name: Stewart Walsh

Address Line 1: 1025 Connecticut Ave NW, Suite 712

Address Line 2: COGENCY GLOBAL Inc.

Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER:	2008917
NAME OF SUBMITTER:	Yvette Stohler
SIGNATURE:	/Yvette Stohler/
DATE SIGNED:	05/30/2023

Total Attachments: 8

source=LAGO - Starface - IP Security Agreement (4.2023)(Executed)#page1.tif
source=LAGO - Starface - IP Security Agreement (4.2023)(Executed)#page2.tif
source=LAGO - Starface - IP Security Agreement (4.2023)(Executed)#page3.tif
source=LAGO - Starface - IP Security Agreement (4.2023)(Executed)#page4.tif
source=LAGO - Starface - IP Security Agreement (4.2023)(Executed)#page5.tif
source=LAGO - Starface - IP Security Agreement (4.2023)(Executed)#page6.tif
source=LAGO - Starface - IP Security Agreement (4.2023)(Executed)#page7.tif
source=LAGO - Starface - IP Security Agreement (4.2023)(Executed)#page8.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of May 26, 2023 (the "**Agreement**") between **LAGO INNOVATION FUND III, LLC**, a Delaware limited liability company, as collateral agent for the Lenders (in such capacity, "**Agent**") and **STARFACE WORLD, INC.**, a Delaware corporation ("**Grantor**"), is made with reference to the Loan and Security Agreement, dated as of May 26, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**"), among Grantor, certain lenders from time to time party thereto (collectively, the "**Lenders**"), and Agent, as administrative agent and collateral agent for the Lenders. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Agent a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "**Intellectual Property Collateral**"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or 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 (collectively, the "**Copyrights**"), as described in **Exhibit A**;

(b) trademark and service mark 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 (collectively, the "**Trademarks**"), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment, or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications, as described in **Exhibit B**;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "**Patents**"), as described in **Exhibit C**;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "**Mask Works**");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement 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) 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) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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.

The rights and remedies of Agent with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Agent as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the Loan Agreement, 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 Agent of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Agent of any other rights, powers or remedies.

[signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

STARFACE WORLD, INC.,
a Delaware corporation

DocuSigned by:

By: CBB47AF52EB8493

Name: Brian Bordainick

Title: President and Secretary

Address for Notices:

STARFACE WORLD, INC.
447 Broadway, 2nd Floor #171
New York, NY 10013
Attn: Nikita Patel, General Counsel
e: nikita@brandnewholdings.co

AGENT:

LAGO INNOVATION FUND III, LLC,
a Delaware limited liability company

By: _____

Name: Heather La Freniere

Title: Managing Member

Address for Notices:

LAGO INNOVATION FUND III, LLC
c/o BIP Capital
3575 Piedmont Road, Building 15, Suite 730
Atlanta GA, 30305
Attn: Heather La Freniere
e: heather@lagoinnovation.com

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

STARFACE WORLD, INC.,
a Delaware corporation

By: _____

Name: Brian Bordainick

Title: President and Secretary

Address for Notices:

STARFACE WORLD, INC.
447 Broadway, 2nd Floor #171
New York, NY 10013
Attn: Nikita Patel, General Counsel
e: nikita@brandnewholdings.co

AGENT:

LAGO INNOVATION FUND III, LLC,
a Delaware limited liability company

DocuSigned by:
By:  _____
C1395D8D32E04E0...

Name: Heather La Freniere

Title: Managing Member

Address for Notices:

LAGO INNOVATION FUND III, LLC
c/o BIP Capital
3575 Piedmont Road, Building 15, Suite 730
Atlanta GA, 30305
Attn: Heather La Freniere
e: heather@lagoinnovation.com

EXHIBIT A
COPYRIGHTS

Please Check if No Copyrights Exist ✓

<u>Type Of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Preregistered?</u>

EXHIBIT B
TRADEMARKS

Please Check if No Trademarks Exist

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>Filing Date:</u>
FACESTAR	90168369		9/9/2020
MORE FUN FOR YOUR FACE	90610295		3/29/2021
BIG YELLOW	90254607		10/14/2020
BABY STAR	90661715		4/21/2021
STARFACE WORLD	90610309		3/29/2021
STARFACE WORLD	90326729		11/18/2020
LIL RED	90398886		12/21/2020
MORE FUN FOR YOUR FACE	90978349	6903003	3/29/2021
BIG YELLOW	90975765	6557046	10/14/2020
STARFACE	90661717		4/21/2021
	90642531	6860854	4/13/2021
HYDRO-STARS	90569266	6650799	3/9/2021
GOOD NIGHT MOON	90008852		6/18/2020
STARFACE	90326799		11/18/2020
STARFACE WORLD	88862164		4/8/2020
STARFACE	88983483		7/11/2019
SPACE WASH	88946358	6450020	6/3/2020


NIGHT WATER	88946341	6667544	6/3/2020
	88810827	6412339	2/26/2020
STARWORLD	88795163		2/12/2020
MOISTURE ON MARS	88740374	6429208	12/27/2019
SPACE WASH	88740367	6258141	12/27/2019
HYDRO-STAR	88580632	6412002	8/15/2019
STARFACE	88510158		7/11/2019

EXHIBIT C

PATENTS

Please Check if No Patents Exist ✓

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued Or Published?</u>	<u>Issue Date:</u>