

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM851351

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dollar Shave Club, Inc.		11/01/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Gateway Personal Care Investment, LLC		
Street Address:	11150 Santa Monica Boulevard		
Internal Address:	Suite 400		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90025		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 26			
Property Type	Number	Word Mark	
Registration Number:	5545980	BATHROOM MINUTES	
Registration Number:	5489553	BATHROOM MINUTES	
Registration Number:	6569583	BLUEPRINT	
Registration Number:	5436766	BOOGIE'S	
Registration Number:	5886387	DOLLAR SHAVE CLUB	
Registration Number:	6659843	DOLLAR SHAVE CLUB	
Registration Number:	6153621	DOLLAR SHAVE CLUB	
Registration Number:	4201669	DOLLAR SHAVE CLUB	
Registration Number:	4739429	DOLLAR SHAVE CLUB	
Registration Number:	5103095	DOLLAR SHAVE CLUB	
Registration Number:	5248482	DOLLAR SHAVE CLUB	
Registration Number:	4622077	DR. CARVER'S	
Registration Number:	4548615	DR. CARVER'S EASY SHAVE BUTTER	
Registration Number:	6646548	DSC	
Registration Number:	4638020	DSC	
Registration Number:	6591405		
Registration Number:	4645962	EASY SHAVE BUTTER	
Registration Number:	4561032	ONE WIPE CHARLIES	

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Property Type	Number	Word Mark
Registration Number:	6348317	SUPERBA!
Registration Number:	6629693	SWAMP-STOP
Registration Number:	5297645	THE DSC TRAVELER
Registration Number:	4979010	THE EXECUTIVE
Registration Number:	5041956	THE HUMBLE TWIN
Registration Number:	6228204	WANDERER
Registration Number:	6710560	WELCOME TO THE CLUB
Serial Number:	97510349	CLUB SERIES

CORRESPONDENCE DATA

Fax Number: 3128622200
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: 312.862.3135
Email: barbara.siepka@kirkland.com
Correspondent Name: Barbara M. Siepka
Address Line 1: 300 North LaSalle
Address Line 2: Kirkland & Ellis LLP
Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	26618-45
NAME OF SUBMITTER:	Barbara M. Siepka
SIGNATURE:	/Barbara M. Siepka/
DATE SIGNED:	11/06/2023

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 1, 2023, is made by Dollar Shave Club, Inc. (the “Grantor”) in favor of Gateway Personal Care Investment, LLC, as lender (in such capacity, together with its successors and permitted assigns, the “Lender”).

WITNESSETH:

WHEREAS, the Grantor and the Lender have entered into that certain Revolving Secured Promissory Note, dated as of November 1, 2023, by and among Gateway Personal Care Holdings, LLC (the “Borrower”), the Grantor, the Lender and the other parties party thereto (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Promissory Note”);

WHEREAS, as a condition to the extension of credit by the Lender to the Borrower under the Promissory Note, the Grantor has agreed to grant to the Lender a security interest in, and lien on, all of the Trademark Collateral (defined below); and

WHEREAS, pursuant to the Promissory Note, the Grantor is required to execute and deliver this Trademark Security Agreement for purposes of recording such security interest with the United States Patent and Trademark Office;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Promissory Note.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance of the Obligations of the Grantor, hereby grants to the Lender, a Lien on and security interest in all of its right, title and interest in, to and under the following Collateral of the Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks, including, without limitation, those Trademarks referred to on Schedule 1 hereto;
- (b) all renewals, reversions and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, no grant of any Lien or security interest is hereby granted on, and the Trademark Collateral shall not include any “intent to use” Trademark application for which a Statement of Use or Amendment to Allege Use, as applicable, has not been filed and accepted with the U.S. Patent and Trademark Office.

Section 3. No Foreign Perfection. For the avoidance of doubt, no actions shall be required to create or perfect any security interest (i) in any assets locations outside of the United States or (ii) by any means other than by filings in the United States Patent and Trademark Office.

Section 4. Promissory Note. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Promissory Note and the Grantor hereby acknowledges and agrees that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Promissory Note. In the event of a conflict between the provisions of this Trademark Security Agreement and the Promissory Note, the Promissory Note shall control.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this agreement by facsimile transmission or by electronic means shall be as effective as delivery of a manually executed counterpart hereof.

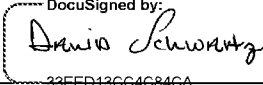
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York without regard to principles of conflicts of law.

Section 7. Termination. This Trademark Security Agreement shall terminate and the Lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Obligations. Upon the termination of this Trademark Security Agreement, the Lender shall execute all documents, make all filings, take all other actions reasonably requested by the Grantor to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

DOLLAR SHAVE CLUB, INC., as Grantor

By: 
Name: David Schwartz
Title: Vice President

ACCEPTED AND AGREED
as of the date first above written:

GATEWAY PERSONAL CARE INVESTMENT, LLC, as Lender

By: _____
Name: _____
Title: _____

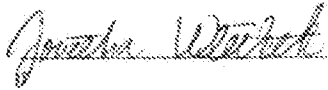
IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

DOLLAR SHAVE CLUB, INC., as Grantor

By: _____
Name: _____
Title: _____

ACCEPTED AND AGREED
as of the date first above written:

GATEWAY PERSONAL CARE INVESTMENT, LLC, as Lender

By: 
Name: Jonathan Whitlock
Title: Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations and Applications

COUNTRY	TRADEMARK	STATUS	APPLICATION NO.	APPLICATION DATE	REGISTRATION NO.	REGISTRATION DATE
United States of America	CLUB SERIES	Pending	97510349	19-Jul-22		
United States of America	BATHROOM MINUTES	Registered	87799561	15-Feb-18	5545980	21-Aug-18
United States of America	BATHROOM MINUTES	Registered	87425020	25-Apr-17	5489553	12-Jun-18
United States of America	BLUEPRINT	Registered	87767093	23-Jan-18	6569583	23-Nov-21
United States of America	BOOGIE'S	Registered	87553433	2-Aug-17	5436766	3-Apr-18
United States of America	DOLLAR SHAVE CLUB	Registered	87981810	28-Sep-17	5886387	15-Oct-19
United States of America	DOLLAR SHAVE CLUB	Registered	87626603	28-Sep-17	6659843	1-Mar-22
United States of America	DOLLAR SHAVE CLUB	Registered	87632406	3-Oct-17	6153621	15-Sep-20
United States of America	DOLLAR SHAVE CLUB	Registered	85517263	16-Jan-12	4201669	4-Sep-12
United States of America	DOLLAR SHAVE CLUB	Registered	85692371	1-Aug-12	4739429	19-May-15
United States of America	DOLLAR SHAVE CLUB	Registered	86790740	16-Oct-15	5103095	20-Dec-16
United States of America	DOLLAR SHAVE CLUB	Registered	86790749	16-Oct-15	5248482	25-Jul-17
United States of America	DR. CARVER'S	Registered	85982211	28-May-13	4622077	14-Oct-14
United States of America	DR. CARVER'S EASY SHAVE BUTTER	Registered	85827258	18-Jan-13	4548615	10-Jun-14
United States of America	DSC	Registered	87547329	28-Jul-17	6646548	15-Feb-22
United States of America	DSC (STYLISTED) & DESIGN	Registered	85982697	12-Feb-13	4638020	11-Nov-14
United States of America	DSC RAZOR DESIGN	Registered	90011743	19-Jun-20	6591405	14-Dec-21
United States of America	EASY SHAVE BUTTER	Registered	85942743	25-May-13	4645962	25-Nov-14
United States of America	ONE WIPE CHARLIES	Registered	85827274	18-Jan-13	4561032	1-Jul-14
United States of America	SUPERBA!	Registered	87550967	1-Aug-17	6348317	11-May-21
United States of America	SWAMP-STOP	Registered	88701156	21-Nov-19	6629693	25-Jan-22
United States of America	THE DSC TRAVELER	Registered	87080695	22-Jun-16	5297645	26-Sep-17
United States of America	THE EXECUTIVE	Registered	86504931	15-Jan-15	4979010	14-Jun-16
United States of America	THE HUMBLE TWIN	Registered	86504927	15-Jan-15	5041956	13-Sep-16
United States of America	WANDERER	Registered	86565621	16-Mar-15	6228204	22-Dec-20

COUNTRY	TRADEMARK	STATUS	APPLICATION NO.	APPLICATION DATE	REGISTRATION NO.	REGISTRATION DATE
United States of America	WELCOME TO THE CLUB	Registered	90582864	16-Mar-21	6710560	26-Apr-22

SCHEDULE I

RECORDED: 11/06/2023

TRADEMARK
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