# OP \$215.00 5324004

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM570190

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type		
ShaveLogic, Inc.		11/07/2019	Corporation:		

## **RECEIVING PARTY DATA**

Name:	Austerra Stable Growth Fund, LP
Street Address:	5910 N Central Expressway
Internal Address:	Suite 1875
City:	Dallas
State/Country:	TEXAS
Postal Code:	75206
Entity Type:	Limited Partnership: TEXAS
Name:	Holland Family Investment Company, LLC
Street Address:	180 Mooring Buoy
City:	Hilton Head Island
State/Country:	SOUTH CAROLINA
Postal Code:	29928
Entity Type:	Limited Liability Company: SOUTH CAROLINA
Name:	Mark C Holland
Street Address:	5910 N Central Expressway
City:	Dallas
State/Country:	TEXAS
Postal Code:	75206
Entity Type:	INDIVIDUAL: UNITED STATES

# **PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	5324004	SHAVELOGIC
Serial Number:	87340104	TRUE PERFORMANCE
Serial Number:	87340139	SHAVELOGIC TRUE PERFORMANCE
Registration Number:	5317329	SHAVELOGIC
Serial Number:	87719396	5 IN 3
Serial Number:	87719405	3 IN 2

TRADEMARK REEL: 006906 FRAME: 0584

900543268

Property Type	Number	Word Mark
Serial Number:	87719427	SHAVELOGIC 5 IN 3
Serial Number:	87719431	SHAVELOGIC 3 IN 2

#### **CORRESPONDENCE DATA**

**Fax Number:** 2143676001

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:** 2143676000

**Email:** kirby.drake@klemchuk.com

Correspondent Name: Kirby Drake

Address Line 1: 8150 N Central Expressway 10th FI

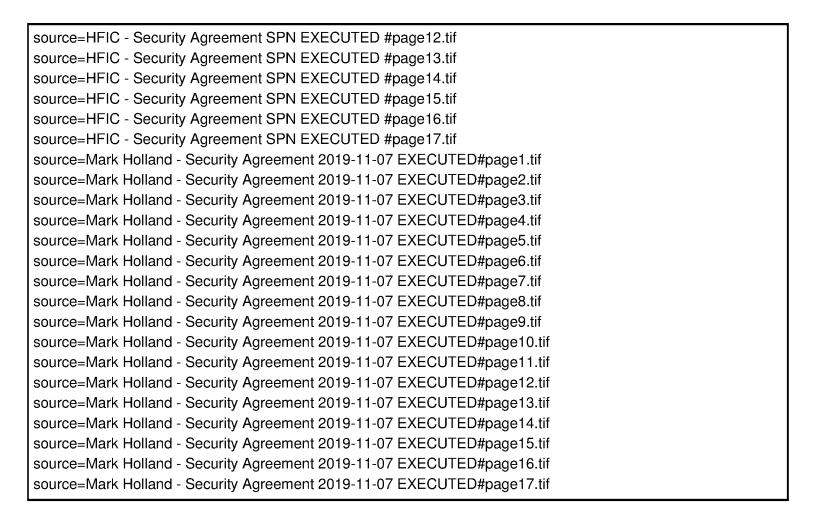
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Address Line 4: Dallas, TEXAS 75206

NAME OF SUBMITTER:	Kirby B. Drake
SIGNATURE:	/Kirby B. Drake/
DATE SIGNED:	04/02/2020

#### **Total Attachments: 51**

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# SECURITY AGREEMENT

# ARTICLE I GENERAL SECURITY AGREEMENT

This Security Agreement is made and entered into as of November 7, 2019 by and between ShaveLogic, Inc., a Texas Corporation, hereinafter referred to as "Debtor", and Austerra Stable Growth Fund, LP, hereinafter referred to as "Secured Party". The parties hereby agree as follows:

For value received, as security for the Obligations (defined below), the Debtor hereby pledges and grants to the Secured Party a continuing security interest in and to the assets of Debtor, hereinafter referred to as the "Collateral", more fully described on <a href="Exhibit A">Exhibit A</a>, "Collateral Description", attached hereto and incorporated herein by reference.

The Collateral shall secure the following, referred to herein as the "Obligations": (i) all indebtedness, obligations and liabilities of Debtor to Secured Party of any kind or character, now existing or hereafter arising, including any future advances, whether direct, indirect, related, unrelated, fixed, contingent, liquidated, unliquidated, joint, several or joint and several, including without limitation all indebtedness, obligations and liabilities of Debtor to Secured Party now existing or hereafter arising by note, draft, acceptance, guaranty, endorsement, letter of credit, assignment, purchase, overdraft, discount, indemnity agreement or otherwise, including, without limitation that one certain Secured Promissory Note (the "Note") of even date herewith in the original principal amount of \$3,000,000 executed by Debtor and payable to the order of Secured Party, (ii) all accrued but unpaid interest on any of the indebtedness described in (i) above, (iii) all obligations of Debtor to Secured Party under any documents evidencing, securing, governing and/or pertaining to all or any part of the indebtedness described in (i) and (ii) above, (iv) all costs and expenses incurred by Secured Party in connection with the collection and administration of all or any part of the indebtedness and obligations described in (i), (ii) and (iii) above or the protection or preservation of, or realization upon, the collateral securing all or any part of such indebtedness and obligations, including without limitation all reasonable attorneys' fees, and (v) all renewals, extensions, modifications and rearrangements of the indebtedness and obligations described in (i), (ii), (iii) and (iv) above.

# ARTICLE II GENERAL COVENANTS

Debtor warrants, agrees and covenants:

This Security Agreement is provided by Debtor to Secured Party pursuant to the terms of that certain Loan Agreement (the "Loan Agreement") of even date herewith between Secured Party, as Lender therein, and Debtor, as Borrower, therein, and is one of the Loan Documents as defined in the Loan Agreement and the Note is evidence of the Loan as defined in the Loan Agreement.

The Collateral is to be held in the possession of the Debtor, and Debtor shall hold all such Collateral for the benefit of Secured Party according to the terms hereof.

This security interest will attach to the Collateral from the date of execution hereof until

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payment in full of the Obligations. Debtor acknowledges Secured Party shall be entitled to file a UCC-1 Financing Statement or such other instrument as may be determined by Secured Party to perfect Secured Party's security interest in the Collateral.

All words and phrases used herein which are expressly defined in Section 1.201 or Chapter 9 of the Code (defined below) shall have the meaning provided for therein. Other words and phrases defined elsewhere in the Code shall have the meaning specified therein except to the extent such meaning is inconsistent with a definition in Section 1.201 or Chapter 9 of the Code. The term "Code" shall mean the Uniform Commercial Code as in effect in the State of Texas or of any other state having jurisdiction with respect to any of the rights and remedies of Secured Party on the date of this Security Agreement or as it may hereafter be amended from time to time.

Debtor's state of organization is the State of Texas, and Debtor's name, as shown in its public organic record, as amended, is exactly as set forth above. Debtor's place of business or chief executive office is located at, and Debtor's records concerning the Collateral are located at 6301 Gaston Ave., Suite 360, Dallas, Texas 75214, in Dallas County, Texas.

The Collateral was not acquired and will not be held primarily for personal, family, or household purposes.

The security interest granted in this Security Agreement will neither affect nor be affected by any other security for any of the Obligations. Neither extensions of any of the Obligations nor releases of any of the Collateral will affect the priority or validity of the security interest granted in this Security Agreement.

The Debtor waives and surrenders to Secured Party (a) Debtor's power to authorize anyone (other than Secured Party or the Debtor) to pay ad valorem taxes on the Collateral and (b) Debtor's power to authorize a taxing entity to transfer its tax lien on the Collateral to anyone other than Secured Party. Debtor agrees and declares that any authorization from Debtor to another (other than Secured Party) to pay the taxes and transfer a tax lien on the Collateral is void.

# ARTICLE III TITLE TO AND MAINTENANCE OF COLLATERAL

Debtor warrants, covenants, and agrees:

1. <u>Title</u>. The Debtor has, or on acquisition will have, except for the existing liens or security interests granted to prior lenders and any purchase money security interests granted to vendors or suppliers of Debtor for inventory and equipment used in the operations of the business of Debtor, (a "Purchase Money Security Interest"), full title to the Collateral, and the Debtor will, at the Debtor's cost and expense, defend any action, which may affect the Secured Party's security interest in or to any of the Collateral, subject to the existing perfected liens or security interests, including future purchase money security interests, if any, in, or the Debtor's title to, the Collateral. So long as Secured Party has a perfected security interest in the Collateral, Debtor shall not ever claim or allege or support any other person's or entity's claim or allegation that any person or entity has a perfected security interest for an indebtedness incurred after the date of this Security Agreement, which is prior or superior to the perfected security interest of Secured Party, except arising from or related to a Purchase Money Security Interest.

SECURITY AGREEMENT

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- 2. <u>Sale, Lease, or Disposition of Collateral</u>. Except in the ordinary course of Debtor's business, Debtor will not, without the prior written consent of the Secured Party, sell, contract to sell, encumber, assign, convey or dispose of the Collateral or any interest therein until this Security Agreement and all debts secured hereby, including the Obligations, have been fully satisfied.
- 3. <u>Pledge of Collateral</u>. Debtor shall not pledge or grant a security interest in the Collateral as security for any other indebtedness or obligation superior to Secured Party, without the prior written consent of Secured Party, except arising from or related to a Purchase Money Security Interest.
- 4. <u>Taxes and Liens</u>. Debtor shall pay all taxes, which are lawfully due, lawful claims or other indebtedness as same become due, which might result in a lien against the Collateral.
- 5. <u>Possession and Protection of the Collateral</u>. Debtor shall keep the Collateral in Debtor's possession and ownership except as otherwise expressly provided in this Security Agreement; maintain the Collateral in good condition; and protect the Collateral against waste, except for ordinary wear and tear.

## ARTICLE IV DUTIES OF DEBTOR

- 1. Payment. The Debtor will pay the Obligations secured by this Security Agreement, any renewal or extension of it, and any other indebtedness secured by it in accordance with its terms and provisions and will repay immediately all sums expended by the Secured Party in accordance with the terms and provisions of this Security Agreement and the other Loan Documents.
- 2. <u>Change of Residence or Place of Business</u>. The Debtor will promptly notify the Secured Party in advance of any change of the Debtor's name, chief place of business or mailing address, or the place where the Collateral or the records concerning accounts, other contract rights or any other Collateral are kept, and promptly notify the Secured Party of any material change in the Collateral.
- 3. <u>Time of Performance and Waiver</u>. In performing any act under this Security Agreement and the Obligations secured hereby, time shall be of the essence. The Secured Party's acceptance of partial or delinquent payments, or the failure of the Secured Party to exercise any right or remedy shall not be a waiver of any obligation of the Debtor or right of the Secured Party or constitute a waiver of any other similar default subsequently occurring.
- 4. Insurance. Upon the commencement of commercial product production by the Debtor, the Debtor shall insure the Collateral in accordance with Secured Party's reasonable requirements, or if Secured Party does not provide any requirements, in accordance with commercially reasonable practices and business judgment, regarding choice of carrier, risks insured against, and amount of coverage. Policies must be written in favor of the Debtor, and, upon the written request of Secured Party, be endorsed to name Secured Party, along with all senior secured creditors of Debtor, as an additional insured or as otherwise directed in writing by Secured

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Party, and provide that Secured Party will receive at least ten (10) days' notice before cancellation. In addition, the Debtor shall maintain other commercially reasonable insurance, such as property and casualty, commercial general liability, business interruption, product liability, and worker's compensation insurance. Upon the written request of Secured Party, Debtor shall provide copies of the policies or evidence of insurance to Secured Party. The Debtor assumes all risk of loss to the Collateral.

## ARTICLE V DEFAULT

- 1. <u>Default Defined</u>. The Debtor shall be in default under this Security Agreement if any of the following events or conditions occurs after the date of this Security Agreement:
  - (a) Default in the payment or performance of the Obligations or any part thereof and the expiration of any grace or cure period applied thereto or default in the performance of any obligation of Debtor under this Security Agreement;
  - (b) Any warranty, representation, or statement made or furnished to the Secured Party by or on behalf of the Debtor through this Security Agreement, the Obligations or otherwise proves to have been false in any material respect when made or furnished or Debtor fails to comply with any covenants provided in any part of the Obligations;
  - (c) Other than in the ordinary course of Debtor's business, the sale, pledge or encumbrance superior to Secured Party, to or of any of the Collateral, or the making of any levy, seizure, or attachment thereof or thereon without the consent of Secured Party;
  - (d) The dissolution, termination of existence, insolvency or business failure of the Debtor; the appointment of a receiver of all or any part of the property of the Debtor; an assignment for the benefit of creditors by the Debtor; or the commencement of any proceeding under any bankruptcy or insolvency laws by or against the Debtor which results in the entry of an order for relief or which remains undismissed, undischarged or unbonded for a period of sixty (60) days or more:
  - (e) Any event that results in the acceleration of the maturity of the Debtor's indebtedness to other third parties under any indenture, agreement, or undertaking;
  - (f) The Collateral or any portion thereof is taken on execution or other process of law in any action against Debtor;
    - (g) Debtor abandons the Collateral or any portion thereof;
  - (h) The loss, theft, substantial damage, destruction or sale (other than in the ordinary course of the Borrower's business) of any material portion of the Borrower's assets, including without limitation, the Collateral;

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- (i) The holder of any lien or security interest on any of the assets of Debtor, including without limitation, the Collateral (without hereby implying the consent of Secured Party to the existence or creation of any such lien or security interest on the Collateral), declares a default thereunder or institutes foreclosure or other proceedings for the enforcement of its remedies thereunder;
- (j) Secured Party shall receive at any time following the execution of this Security Agreement a search report indicating that Secured Party's security interest is not prior to all other security interests or other interests for indebtedness, other than a Purchase Money Security Interest, incurred after the date of this Security Agreement reflected in the report; or
- (k) The occurrence of an event of default under any of the other Loan Documents.

# ARTICLE VI REMEDIES

- 1. Acceleration. On the occurrence of any such event of default, and at any time thereafter, the Secured Party may declare any or all Obligations secured immediately due and payable and may proceed to enforce payment of the same and exercise any and all of the rights and remedies either at law or in equity possessed by the Secured Party. Secured Party's enforcement of one remedy shall not preclude enforcement of any other remedy at law or in equity. The Secured Party may, at its discretion, and without limiting any other remedies specified herein or available at law, proceed to litigation.
- Transfer of Collateral. If an event a default has occurred, the right is expressly granted to Secured Party, at its discretion, subject to the secured interests of the existing secured lenders, to transfer to or register in the name of Secured Party or its nominee(s), any or all of the Collateral, and whether or not so transferred or registered, to receive the income and dividends. including stock dividends and rights to subscribe, and to hold the same as part of the Collateral and/or apply the same as hereinafter provided; to exchange any or all of the Collateral in the possession of Secured Party (or its agreed representative) for other property upon the reorganization, recapitalization or other readjustment of the Debtor and in connection therewith to deposit any or all of such Collateral with any committee or depositary upon such terms as Secured Party may determine; to vote security interests that are or become Collateral; and to exercise or cause its nominec(s) to exercise all or any powers with respect to the Collateral with the same force and effect as an absolute owner thereof. At its discretion, subject to the secured interests of the existing secured lenders, Secured Party may, if any of the accounts receivable included in the Collateral are past due, in its name or in the name of the Debtor or otherwise, notify any account debtor or the obligor on any instrument to make payment to Secured Party, demand, sue for, collect or receive any money or property at any time payable or receivable on account of or in exchange for, or make any compromise or settlement deemed desirable by Secured Party with respect to, any of the Collateral, but shall be under no obligation to do so, and/or Secured Party may extend the time of payment, arrange for payment in installments, or otherwise modify the terms of, or release any of the Collateral, without thereby incurring responsibility to, or discharging or otherwise affecting any liability of, the Debtor. Secured Party, at its election and according to the terms of the lease for the business address of Debtor, receive all rights to operate the business of

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Debtor from the business address to dispose of the Collateral in the normal course of business.

- 3. Remedies on Default. If any one or more of the above events of default shall occur, Secured Party may, at any time, thereafter, declare any or all of the Debtor's Obligations immediately due and payable, without notice to or demand upon the Debtor. In such event, Secured Party shall have the following rights and remedies, all of which shall be cumulative and not exclusive, and shall be in addition to all other rights and remedies of a Secured Party under the Code or other applicable statute or rule in any jurisdiction in which enforcement is sought, subject to the secured interests of the existing secured lenders:
  - Collateral, Secured Party may, at any time and from time to time, with or without process of law or the aid and assistance of others, enter upon any premises in which all or any part of the Collateral is located and take possession of the Collateral, without the Debtor's resistance or interference; dispose of all or any part of the Collateral on any premises of the Debtor; require the Debtor to assemble and make available to Secured Party all or any part of the Collateral at any place and time designated by Secured Party which is reasonably convenient to Secured Party and the Debtor; remove all or any part of the Collateral from any premises on which any part thereof is located for the purpose of effecting sale or other disposition thereof; sell, resell, lease, assign and deliver, or otherwise dispose of, the Collateral or any part thereof in its existing condition or following any commercially reasonable preparation or processing, at public or private proceedings, in one or more parcels at the same or different times with or without having the Collateral at the place of sale or other disposition, for cash, upon credit or for future delivery, and in connection therewith Secured Party may grant options, at such place or places and time or times and to such persons or entities as Secured Party deems best, in Secured Party's sole discretion, and without demand for performance or any notice or advertisement whatsoever, except that where an applicable statute requires reasonable notice of sale or other disposition, in which event the Debtor hereby agrees that five days' notice by ordinary mail, postage prepaid, to any address of the Debtor as provided herein of the place and time of any public sale or of the place and time after which any private sale or other disposition may be made, shall be deemed reasonable notice of such sale or other disposition; and liquidate or dispose of the Collateral or any part thereof in any other commercially reasonable manner.

If Secured Party sells any of the Collateral upon credit or for future delivery, it shall not be liable for the failure of the purchaser to purchase or pay for the same and, in the event of any such failure, Secured Party may resell such Collateral. The Debtor hereby waives all equity and right of redemption. Secured Party may buy any part or all of the Collateral at any public sale and if any part or all of the Collateral is of a type customarily sold in a recognized market or is of a type which is the subject of widely distributed standard price quotations Secured Party may buy at private sale, all free from any equity or right of redemption which is hereby waived and released by the Debtor, and Secured Party may make payment therefor (by endorsement without recourse) in notes of the Debtor payable to the order of Secured Party in lieu of cash to the amount then due thereon which endorsed notes the Debtor hereby agrees to accept. In addition, if Secured Party purchases any of the Collateral being sold, Secured Party may pay for the Collateral by crediting the purchase price against the Obligations.

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Secured Party may apply the cash proceeds actually received from any sale or other disposition to the reasonable expenses of retaking, holding, preparing for sale, selling, leasing and the like, to reasonable attorney's fees if this Security Agreement or any of the Obligations is referred to an attorney for enforcement, to all legal expenses, court costs, collection charges, travel and other expenses which may be incurred by Secured Party in attempting to collect the Obligations or to enforce this Security Agreement and realize upon the Collateral, or in the prosecution or defense of any action or proceeding related to the subject matter of this Security Agreement; then to Secured Party's costs relating to the making of loans (and not making loans when requested to do so), and then to the Obligations in such order and as to principal or interest as Secured Party may desire in its sole discretion; and the Debtor shall at all times be and remain liable and, after crediting the net proceeds of sale or other disposition as aforesaid, will pay Secured Party on demand any deficiency remaining, including interest thereon and the balance of any expenses at any time unpaid, with any surplus to be paid to the Debtor, subject to any duty of Secured Party imposed by law to the holder of any subordinate security interest in the Collateral known to Secured Party.

The Debtor recognizes that Secured Party may be unable to effect a public sale of all or a part of the Collateral consisting of securities by reason of certain prohibitions contained in the Securities Act of 1933 or under the provisions of any applicable state securities laws, but may be compelled to resort to one or more private sales to a restricted group of purchasers who will be obliged to agree, among other things, to acquire such securities for its own account, for investment and not with a view to the distribution or resale thereof. The Debtor agrees that private sales so made may be at prices and other terms less favorable to the seller than if such securities were sold at public sales, and that Secured Party has no obligation to delay sale of any such securities for the period of time necessary to permit the issuer of such securities, even if such issuer would agree, to register such securities for public sale under the Securities Act of 1933 or under the provisions of any applicable state securities laws. The Debtor agrees that private sales made under the foregoing circumstances shall be deemed to have been made in a commercially reasonable manner.

- (b) <u>Bank deposits</u>, <u>balances</u>, <u>etc</u>. Secured Party may appropriate, set off and apply for the payment of any or all of the Obligations, any and all balances, sums, property, claims, credits, deposits, accounts, reserves, collections, drafts, notes, or other items or proceeds of the Collateral in or coming into the possession of Secured Party or its agents and belonging or owing to the Debtor, without notice to the Debtor, and in such manner as Secured Party may in its sole discretion determine, except where Secured Party has agreed to subordinate its interest.
- (c) Proceeds. Any of the proceeds of the Collateral received by the Debtor shall not be commingled with other property of the Debtor, but shall be segregated, held by the Debtor in trust for Secured Party as the exclusive property of Secured Party, and the Debtor will immediately deliver to Secured Party the identical checks, moneys or other proceeds of Collateral received, and Secured Party shall have the right to endorse the name of the Debtor on any and all checks, or other forms of remittance received, where such endorsement is required to effect collection. The Debtor hereby designates, constitutes and appoints Secured Party and any designee or agent of Secured Party as attorney-in-fact of

the Debtor, irrevocably and with power of substitution, with authority to receive, open and dispose of all mail addressed to the under signed, to notify the Post Office authorities to change the address for delivery of mail addressed to the Debtor, to such address as Secured Party may designate; to endorse the name of the Debtor on any notes, acceptances, checks, drafts, money orders or other evidences of payment or proceeds of the Collateral that may come into Secured Party' possession; to sign the name of the Debtor on any invoices, documents, drafts against account debtors of the Debtor, assignments, requests for verification of accounts and notices to debtors of the Debtor; to execute any endorsements, assignments, or other instruments of conveyance or transfer; and to do all other acts and things necessary and advisable in the sole discretion of Secured Party to carry out and enforce this Security Agreement or to dispose of or otherwise deal with the Collateral. All acts of said attorney or designee are hereby ratified and approved and said attorney or designee shall not be liable for any acts of commission or omission nor for any error of judgment or mistake of fact or law. This power of attorney being coupled with an interest is irrevocable while any of the Obligations shall remain unpaid,

- (d) Other Matters Regarding Exercise of Remedies. If Secured Party must comply with any applicable state or federal law requirements in connection with a disposition of the Collateral, such compliance will not be considered to adversely affect the commercial reasonableness of a sale of the Collateral. Secured Party may sell the Collateral without giving any warranties as to the Collateral. Secured Party may specifically disclaim any warranties of title or the like. This procedure will not be considered to adversely affect the commercial reasonableness of a sale of the Collateral. If the Collateral is sold after default, recitals in the bill of sale or other document or instrument of transfer, assignment or conveyance will be prima facie evidence of their truth and all prerequisites to the sale specified by this Security Agreement and by applicable law will be presumed to be satisfied. Secured Party may also notify obligors on any of the Collateral to pay Secured Party directly and enforce Debtor's rights against such obligors, or as Debtor's agent, make any endorsements in Debtor's name and on Debtor's behalf. Secured Party may exercise and enforce all rights, including voting rights, available to an owner of the Collateral, and transfer record ownership of any Collateral to Secured Party.
- 4. <u>Liability Disclaimer</u>. Under no circumstances whatsoever shall Secured Party be deemed to assume any responsibility for or obligation or duty with respect to any part or all of the Collateral, of any nature or kind whatsoever, or any matter or proceedings arising out of or relating thereto. Secured Party shall not be required to take any action of any kind to collect or protect any interest in the Collateral, including any action necessary to preserve its or the Debtor's rights against prior parties to any of the Collateral. Secured Party shall not be liable or responsible in any way for the safekeeping, care or custody of any of the Collateral, or for any loss or damage thereto, or for any diminution in the value thereof, or for any act or default of any agent or bailee of Secured Party or the Debtor, or of any carrier, forwarding agency or other person whomsoever, or for the collection of any proceeds, but the same shall be at the Debtor's sole risk at all times. Secured Party' prior recourse to any part of all of the Collateral shall not constitute a condition of any demand for payment of the Obligations or of any suit or other proceeding for the collection of the Obligations.

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# ARTICLE VII MISCELLANEOUS PROVISIONS

- 1. Governing Law, Jurisdiction and Venue. This Security Agreement and the other Loan Documents shall be governed by and construed in accordance with the laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction. The parties agree to be subject to the personal jurisdiction of the courts of the State of Texas and the Federal courts in the Northern District of Texas Dallas Division, and that venue for any proceeding of any kind whatsoever, including mediation, arbitration or litigation, under or related to this Security Agreement is in Dallas County, Texas.
- 2. Parties Bound. This Security Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, and assigns where permitted by this Security Agreement. This Security Agreement binds, benefits, and may be enforced by the successors in interest of Secured Party and will bind all persons who become bound as debtors to this Security Agreement. The assignment of any part of the Obligations and Secured Party's delivery of any part of the Collateral will fully discharge Secured Party from responsibility for that part of the Collateral. If such an assignment is made, Debtor will render performance under this Security Agreement to the assignee, whether one or more, Debtor waives and will not assert against any assignee any claims, defenses, or setoffs that Debtor could assert against Secured Party except defenses that cannot be waived.
- 3. <u>Legal Construction</u>. In case any one or more of the provisions contained in this Security Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Security Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 4. <u>Amendments and Waivers</u>. This Security Agreement may not be amended or modified, nor may any of its terms be waived, except by written instruments signed by Debtor and Secured Party. Each waiver or consent under any provision hereof shall be effective only in the specific instances and for the purpose for which given.
- 5. <u>Prior Agreements Superseded.</u> This Security Agreement along with the Obligations constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.
- 6. <u>Notices</u>. Except as otherwise provided herein, all notices or other communications to or upon Secured Party or Debtor or any other party under this Security Agreement shall be duly given or made in writing and delivered or provided in the same manner and at the addresses as described in the Loan Agreement. Any notice is reasonable if it is mailed, postage prepaid, to the Debtor at Debtor's Mailing Address at least ten days before any public sale or ten days before the time when the Collateral may be otherwise disposed of without further notice to Debtor.
- 7. <u>Usury Savings Clause</u>. In no event shall interest contracted for, charged or received under any of the Obligations, plus any other charges in connection therewith which constitute interest, exceed the maximum interest permitted by applicable law. The amounts of such interest

SECURITY AGREEMENT

or other charges previously paid to the holder of the Obligations in excess of the amounts permitted by applicable law shall be applied by the holder of the Obligations to reduce the principal of the indebtedness evidenced by the Obligations, or, at the option of the holder of the Obligations, be refunded. To the extent permitted by applicable law, determination of the legal maximum amount of interest shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the period of the full stated term of the Obligations and indebtedness, all interest at any time contracted for, charged or received from the Debtor in connection with the Loan and indebtedness evidenced thereby, so that the actual rate of interest on account of such indebtedness is uniform throughout the term thereof.

8. <u>Counterparts</u>. This Security Agreement may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute but one instrument. A facsimile, or electronic mail (.pdf), or electronically generated signature also will be deemed to constitute an original if properly executed.

[The remainder of this page is blank. The parties' signatures are on the following page(s).]

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SECURITY AGREEMENT

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

# **DEBTOR**:

SHAVELOGIC, INC

By:

Name: Robert A. Wilson

Title: Chief Executive Officer

# SECURED PARTY:

# AUSTERRA STABLE GROWTH FUND, LP,

a Texas limited partnership

By:

Austerra Wealth Management LLC

a Texas limited liability company

Title: General Partner

By:

Name: Mark C. Holland

Title: President

#### EXHIBIT A

# **Collateral Description**

The Collateral is described as follows, and all references to the term "Code" shall mean the Uniform Commercial Code as in effect in the State of Texas or of any other state having jurisdiction with respect to any of the rights and remedies of Secured Party on the date of this Security Agreement or as it may hereafter be amended from time to time:

All "accounts", as defined in the Code (including health-care-insurance receivables), together with any and all books of account, customer lists and other records relating in any way to the foregoing (including, without limitation, computer software, whether on tape, disk, card, strip, cartridge or any other form), and in any case where an account arises from the sale of goods, the interest of Debtor in such goods.

All "inventory" as defined in the Code, and all records relating in any way to the foregoing (including, without limitation, any computer software, whether on tape, disk, card, strip, cartridge or any other form).

All "equipment" as defined in the Code, of whatsoever kind and character now or hereafter possessed, held, acquired, leased or owned by Debtor and used or usable in Debtor's business, and in any event shall include, but shall not be limited to, all machinery, tools, computer software, office equipment, furniture, appliances, furnishings, fixtures, vehicles, motor vehicles, together with all replacements, accessories, additions, substitutions and accessions to all of the foregoing, and all manuals, instructions and records relating in any way to the foregoing (including, without limitation, any computer software, whether on tape, disk, card, strip, cartridge or any other form). To the extent that the foregoing property is located on, attached to, annexed to, related to, or used in connection with, or otherwise made a part of, and is or shall become fixtures upon, real property, such real property and the record owner thereof (if other than Debtor) is described on Exhibit B attached hereto and made a part hereof.

All "chattel paper" as defined in the Code, and all records relating in any way to the foregoing (including, without limitation, any computer software, whether on tape, disk, card, strip, cartridge or any other form).

All "instruments" as defined in the Code (including promissory notes), and all records relating in any way to the foregoing (including, without limitation, any computer software, whether on tape, disk, card, strip, cartridge or any other form).

All "investment property" as defined in the Code, and all records relating in any way to the foregoing (including, without limitation, any computer software, whether on tape, disk, card, strip, cartridge or any other form).

All "documents" as defined in the Code, and all records relating in any way to the foregoing (including, without limitation, any computer software, whether on tape, disk, card, strip, cartridge or any other form).

EXHIBIT A TO SECURITY AGREEMENT

PAGE 1

All "deposit accounts" as defined in the Code, and all records relating in any way to the foregoing (including, without limitation, any computer software, whether on tape, disk, eard, strip, cartridge or any other form).

All "general intangibles" as defined in the Code, and all records relating in any way to the foregoing (including, without limitation, any computer software, whether on tape, disk, card, strip, cartridge or any other form), including all permits, regulatory approvals, copyrights, patents, trademarks, service marks, trade names, mask works, goodwill, licenses and all other intellectual property owned by Debtor or used in Debtor's business. The foregoing includes, without limitation all those copyrights, patents, trademarks, service marks or trade names shown on <u>Schedule 1</u> attached hereto.

All "supporting obligations" as defined in the Code, and all records relating in any way to the foregoing (including, without limitation, any computer software, whether on tape, disk, card, strip, cartridge or any other form).

All other assets of any kind whatsoever now or hereafter owned, existing, acquired, held, used, possessed or in the custody or control of Debtor or any of Debtor's agents, representatives, associates or correspondents on behalf of Debtor, and any and all additions, accessions, replacements, substitutions, and improvements, of or to any of the foregoing.

The term "Collateral", as used herein, shall also include all PRODUCTS and PROCEEDS of all of the foregoing (including without limitation, insurance payable by reason of loss or damage to the foregoing property) and any property, securities, guaranties or monies of Debtor which may at any time come into the possession of Secured Party. The designation of proceeds does not authorize Debtor to sell, transfer or otherwise convey any of the foregoing property except finished goods intended for sale in the ordinary course of Debtor's business or as otherwise provided herein.

EXHIBIT A TO SECURITY AGREEMENT

# SCHEDULE 1 UCC-1 Financing Statement

# **Collateral Description**

See the attached two (2) pages

SCHEDULE 1 TO SECURITY AGREEMENT

PAGE 1

	ase Number 17-001	Sub Case BR1	Country Brazil	Case Type	Application No. 112014029388.0	Filing Date Publication No. 21-May-2013 112014029388.0	Publication Date 12-Feb-2019	Patent No.	Patent Date Status Published	Title MAGNETIC ATTACHMENT FOR SHAVING CARTRIDGE
00	17-001 17-001 17-001	CN1 CN2	China (People's Republic) China (People's Republic)	PCT DIV	2013800392054 2017100644835	21-May-2013 CN104582913A 04-Feb-2017 106826942	29-Apr-2015 13-Jun-2017	CN104582913 106826942 B	07-Dec-2016 Granted 26-Oct-2018 Granted	MAGNETIC ATTACHMENT FOR SHAVING CARTRIDGE MAGNETIC ATTACHMENT FOR SHAVING CARTRIDGE MAGNETIC ATTACHMENT FOR SHAVING CARTRIDGE
00	17-001 17-001	DE1 EP1	Germany European Patent Convention	EPP	13794165.4	2855106 21-May-2013 2855106	08-Apr-2015 08-Apr-2015	2855106 2855106	20-Feb-2019 Granted 20-Feb-2019 Granted	MAGNETIC ATTACHMENT FOR SHAVING CARTRIDGE MAGNETIC ATTACHMENT FOR SHAVING CARTRIDGE
00	17-001 17-001	ES1 FR1	Spain France	EPP EPP	13794165.4 13794165.4	21-May-2013 2855106 21-May-2013 2855106	08-Apr-2015 08-Apr-2015	2855106 2855106	20-Feb-2019 Granted 20-Feb-2019 Granted	MAGNETIC ATTACHMENT FOR SHAVING CARTRIDGE MAGNETIC ATTACHMENT FOR SHAVING CARTRIDGE
00	17-001 17-001	GB1 GR1	United Kingdom Greece	EPP EPP	13794165.4	21-May-2013 2855106 2855106	08-Apr-2015 08-Apr-2015	2855106 2855106	20-Feb-2019 Granted 20-Feb-2019 Granted	MAGNETIC ATTACHMENT FOR SHAVING CARTRIDGE MAGNETIC ATTACHMENT FOR SHAVING CARTRIDGE
00	17-001 17-001 17-001	IT1 KR1 PL1	Italy Korea, Republic of Poland	EPP PCT EPP	502019000031441 10-2014-7036222 13794165.4	21-May-2013 2855106 21-May-2013 21-May-2013 2855106	08-Apr-2015 08-Apr-2015	2855106 2855106	20-Feb-2019 Granted Pending 20-Feb-2019 Granted	MAGNETIC ATTACHMENT FOR SHAVING CARTRIDGE MAGNETIC ATTACHMENT FOR SHAVING CARTRIDGE MAGNETIC ATTACHMENT FOR SHAVING CARTRIDGE
00	17-001 17-001 17-001	US1 US2	United States of America United States of America	ORD CON	13/802,546 13/938,638	13-Mar-2013 US-2013-0312265 A1 10-Jul-2013 US-2013-0312272 A1	28-Nov-2013 28-Nov-2013	10,272,579 8,789,282	30-Apr-2019 Granted 29-Jul-2014 Granted	MAGNETIC ATTACHMENT FOR SHAVING CARTRIDGE MAGNETIC ATTACHMENT FOR SHAVING CARTRIDGE MAGNETIC ATTACHMENT FOR SHAVING CARTRIDGE
00	17-001 17-001	US3 US5	United States of America United States of America	CON	14/270,792 16/251,874	06-May-2014 US-2014-0237830-A1 18-Jan-2019 US-2019-0152080-A1	28-Aug-2014 23-May-2019	10,350,774	16-Jul-2019 Granted Published	MAGNETIC ATTACHMENT FOR SHAVING CARTRIDGE MAGNETIC ATTACHMENT FOR SHAVING CARTRIDGE
00	17-001 17-006	WO1 CN1	Patent Cooperation Treaty China (People's Republic)	ORD PCT	201390001017.8	21-May-2013 WO 2013/177171 18-Oct-2013	28-Nov-2013	205043826	NatPhase 24-Feb-2016 Granted	MAGNETIC ATTACHMENT FOR SHAVING CARTRIDGE DEDICATED ATTACHMENT SYSTEMS FOR CONSUMER PRODUCTS
00	17-006 17-006	EP1 KR1	European Patent Convention Korea, Republic of	PCT PCT	13849856.3 10-2015-7013345	18-Oct-2013 2911837 18-Oct-2013	02-Sep-2015		Published Pending	DEDICATED ATTACHMENT SYSTEMS FOR CONSUMER PRODUCTS DEDICATED ATTACHMENT SYSTEMS FOR CONSUMER PRODUCTS
00	17-006 17-006 17-006	US2 US3 US4	United States of America United States of America United States of America	CON CON	15/094,108 15/611,652 15/877,417	08-Apr-2016 US-2016-0221201-A1 01-Jun-2017 US-2017-0266828-A1 23-Jan-2018 US-2018-0141226-A1	04-Aug-2016 21-Sep-2017 24-May-2018	9,669,555 10,035,276 10,293,504	06-Jun-2017 Granted 31-Jul-2018 Granted 21-May-2019 Granted	DEDICATED ATTACHMENT SYSTEMS FOR CONSUMER PRODUCTS DEDICATED ATTACHMENT SYSTEMS FOR CONSUMER PRODUCTS DEDICATED ATTACHMENT SYSTEMS FOR CONSUMER PRODUCTS
00	17-006 17-006	US5 WO1	United States of America Patent Cooperation Treaty	CON ORD	16/378,642 PCT/US2013/065755	09-Apr-2019 US-2019-0232511-A1 18-Oct-2013 WO 2014/066183	01-Aug-2019 01-May-2014	10,235,504	Published NatPhase	DEDICATED ATTACHMENT SYSTEMS FOR CONSUMER PRODUCTS DEDICATED ATTACHMENT SYSTEMS FOR CONSUMER PRODUCTS
00	17-007 17-007	BR1 CN1	Brazil China (People's Republic)	PCT PCT	1120150068464 201390000912.8	25-Jul-2013 25-Jul-2013		CN205033249U	Pending 17-Feb-2016 Granted	SHAVING SYSTEMS SHAVING SYSTEMS
00	17-007 17-007	DE1 EP1	Germany European Patent Convention		13840539.4	2900437 25-Jul-2013 2900437	05-Aug-2015 05-Aug-2015	2900437 2900437	31-Oct-2018 Granted 31-Oct-2018 Granted	SHAVING SYSTEMS SHAVING SYSTEMS
00	17-007 17-007	FR1	European Patent Convention France	EPP	18195160.9	18-Sep-2018 3434429 2900437	30-Jan-2019 05-Aug-2015	2900437	Published 31-Oct-2018 Granted	SHAVING SYSTEMS SHAVING SYSTEMS
00	17-007 17-007 17-007	GB1 GR1 IN1	United Kingdom Greece India	EPP EPP PCT	3232/DELNP/2015	2900437 2900437 25-Jul-2013 3232/DELNP/2015 A	05-Aug-2015 05-Aug-2015 02-Oct-2015	2900437 2900437	31-Oct-2018 Granted 31-Oct-2018 Granted Published	SHAVING SYSTEMS SHAVING SYSTEMS SHAVING SYSTEMS
00	17-007 17-007	IT1 KB1	Italy Korea, Republic of	EPP PCT	502019000004939 10-2015-7009916	2900437 25-Jul-2013	05-Aug-2015	2900437	31-Oct-2018 Granted Pending	SHAVING SYSTEMS SHAVING SYSTEMS
00	17-007 17-007	US1 US2	United States of America United States of America	ORD CON	13/929,340 15/298,457	27-Jun-2013 US-2014-0083265 20-Oct-2016 US-2017-0036362-A1	27-Mar-2014 09-Feb-2017	9,486,930 10,052,776	08-Nov-2016 Granted 21-Aug-2018 Granted	SHAVING SYSTEMS SHAVING SYSTEMS
00	17-007 17-007	WO1	United States of America Patent Cooperation Treaty	CON ORD	16/032,112 PCT/US2013/052095	11-Jul-2018 US-2018-0326607-A1 25-Jul-2013 WO 2014/051841	15-Nov-2018 03-Apr-2014		Allowed NatPhase	SHAVING SYSTEMS SHAVING SYSTEMS
00	17-008	US1 US2 WO1	United States of America United States of America	CON CON ORD	14/661,032 15/298,851 PCT/US2013/052099	18-Mar-2015 US-2015-0190935-A1 20-Oct-2016 US-2017-0036360-A1 25-Jul-2013 WO 2014/051842	09-Jul-2015 09-Feb-2017	9,475,202 10,183,407	25-Oct-2016 Granted 22-Jan-2019 Granted NatPhase	SHAVING SYSTEMS SHAVING SYSTEMS SHAVING SYSTEMS
00	17-008WO1 17-010 17-010	BR1 CN1	Patent Cooperation Treaty Brazil China (People's Republic)	PCT PCT	112015014394.6 201390001104.3	25-Jul-2013 WO 2014/051642 25-Jul-2013 25-Jul-2013	03-Apr-2014	205255048	Pending 25-May-2016 Granted	SHAVING SYSTEMS SHAVING SYSTEMS SHAVING SYSTEMS
00	17-010 17-010 17-010	EP1 EP2	European Patent Convention European Patent Convention	PCT	13864593.2 19192461.2	25-Jul-2013 2934827 20-Aug-2019	28-Oct-2015	EP 2934827	02-Oct-2019 Granted Pending	SHAVING SYSTEMS SHAVING SYSTEMS
00	17-010 17-010	KR1 US1	Korea, Republic of United States of America	PCT ORD	10-2015-7019568 13/802,614	25-Jul-2013 13-Mar-2013 US 2014-0165800 A1	19-Jun-2014	9,623,575	Pending 18-Apr-2017 Granted	SHAVING SYSTEMS SHAVING SYSTEMS
00	17-010 17-010	US2 US3	United States of America United States of America	CON	15/447,497 16/009,938	02-Mar-2017 US-2017-0173807-A1 15-Jun-2018 US-2018-0290321-A1	22-Jun-2017 11-Oct-2018	10,022,882 10,391,654	17-Jul-2018 Granted 27-Aug-2019 Granted	SHAVING SYSTEMS SHAVING SYSTEMS
00	17-010 17-010	WO1	United States of America Patent Cooperation Treaty	ORD	16/510,301 PCT/US2013/052103	12-Jul-2019 25-Jul-2013 WO2014/099040	26-Jun-2014	0.000.001	Pending NatPhase	SHAVING SYSTEMS SHAVING SYSTEMS
00	17-012 17-012 17-012	US1 US2 US3	United States of America United States of America United States of America	CON CON	14/661,048 15/455,507 16/405,345	18-Mar-2015 US-2015-0190936-A1 10-Mar-2017 US-2017-0182672-A1 07-May-2019 US-2019-0263010-A1	09-Jul-2015 29-Jun-2017 29-Aug-2019	9,630,331 10,328,587	25-Apr-2017 Granted 25-Jun-2019 Granted Published	SHAVING SYSTEMS SHAVING SYSTEMS SHAVING SYSTEMS
00	17-012 17-012 17-013	WO1 US1	Patent Cooperation Treaty United States of America	ORD CON	PCT/US2013/052107 14/948,688	25-Jul-2013 WO 2014/051843 23-Nov-2015 US-2016-0075041-A1	03-Apr-2014 17-Mar-2016		NatPhase Allowed	SHAVING SYSTEMS SHAVING SYSTEMS
00	17-013 17-013	US2 WO1	United States of America Patent Cooperation Treaty	CON ORD	16/658,760 PCT/US14/43312	21-Oct-2019 20-Jun-2014 WO2014/209776	31-Dec-2014		Pending NatPhase	SHAVING SYSTEM SHAVING SYSTEM
00	17-014 17-014	CN1 EP1	China (People's Republic) European Patent Convention	PUM PCT	2014900012341 14870434.9	11-Nov-2014 11-Nov-2014 3079863	19-Oct-2016	206216751	06-Jun-2017 Granted Published	MULTI-MATERIAL PIVOT RETURN FOR SHAVING SYSTEMS MULTI-MATERIAL PIVOT RETURN FOR SHAVING SYSTEMS
00	17-014 17-014	KR1 US2	Korea, Republic of United States of America	PCT DIV	10-2016-7017834 15/270,273	11-Nov-2014 20-Sep-2016 US-2017-0008182-A1	12-Jan-2017		Pending Allowed	MULTI-MATERIAL PIVOT RETURN FOR SHAVING SYSTEMS MULTI-MATERIAL PIVOT RETURN FOR SHAVING SYSTEMS
00	17-014 17-014 17-015	US3 WO1 CN1	United States of America Patent Cooperation Treaty China (People's Republic)	DIV ORD PUM	16/661,195 PCT/US2014/065074 2014900012337	23-Oct-2019 11-Nov-2014 WO2015/088691 11-Nov-2014	18-Jun-2015	205989349	Pending NatPhase 01-Mar-2017 Granted	MULT-MATERIAL PIVOT RETURN FOR SHAVING SYSTEMS MULT-MATERIAL PIVOT RETURN FOR SHAVING SYSTEMS SHAVING ASSEMBLY DISPENSER
00	17-015 17-015 17-015	DE1 EP1	Germany European Patent Convention	EPP	14870506.4 14870506.4	11-Nov-2014 3079864 11-Nov-2014 3079864	19-Oct-2016 19-Oct-2016	3079864 3079864	23-May-2018 Granted 23-May-2018 Granted	SHAVING ASSEMBLY DISPENSER SHAVING ASSEMBLY DISPENSER
00	17-015 17-015	EP2 FR1	European Patent Convention France		17205015.5 14870506.4	01-Dec-2017 3338971 11-Nov-2014 3079864	27-Jun-2018 19-Oct-2016	3079864	Published 23-May-2018 Granted	SHAVING ASSEMBLY DISPENSER SHAVING ASSEMBLY DISPENSER
00	17-015 17-015	GB1 GR1	United Kingdom Greece	EPP EPP	14870506.4 14870506.4	11-Nov-2014 3079864 11-Nov-2014 3079864	19-Oct-2016 19-Oct-2016	3079864 3079864	23-May-2018 Granted 23-May-2018 Granted	SHAVING ASSEMBLY DISPENSER SHAVING ASSEMBLY DISPENSER
00	17-015 17-015	IT1 KR1 US1	Italy Korea, Republic of United States of America	EPP PCT PRI	502018000022353 10-2016-7017835	11-Nov-2014 3079864 11-Nov-2014 09-Dec-2013 US-2015-0157109-A1			23-May-2018 Granted Pending 03-May-2016 Granted	SHAVING ASSEMBLY DISPENSER SHAVING ASSEMBLY DISPENSER SHAVING ASSEMBLY DISPENSER
00	17-015 17-015 17-016	WO1 BR1	Patent Cooperation Treaty Brazil	ORD PCT	14/101,163 PCT/US2014/065076 1120160246969	11-Nov-2014 WO2015/088692 22-Apr-2015	18-Jun-2015	9,320,360	NatPhase Pending	SHAVING ASSEMBLY DISPENSER SHAVING ASSEMBLY DISPENSER RAZOR CARTRIDGE GUARDS
00	17-016 17-016	CN1 EP1	China (People's Republic) European Patent Convention	PUM PCT	2015900004655 15783488.8	22-Apr-2015 206510078(U) 22-Apr-2015 3134235	22-Sep-2017 01-Mar-2017	206510078(U)	22-Sep-2017 Granted Published	RAZOR CARTRIDGE GUARDS RAZOR CARTRIDGE GUARDS
00	17-016 17-016	KR1 US1	Korea, Republic of United States of America	PCT CON	10-2016-7032809 15/331,058	22-Apr-2015 21-Oct-2016 US-2017-0043491-A1	16-Feb-2017		Pending Published	RAZOR CARTRIDGE GUARDS RAZOR CARTRIDGE GUARDS
00	17-016 17-017	WO1 D01	Patent Cooperation Treaty Korea, Republic of	ORD DES PDS	PCT/US2015/27103 30-2014-0004874	22-Apr-2015 WO2015/164509 28-Jan-2014	29-Oct-2015	30-0789430	NatPhase 17-Mar-2015 Granted	RAZOR CARTRIDGE GUARDS RAZOR
00	17-017 17-018 17-019	US1 WO1 US1	United States of America Patent Cooperation Treaty United States of America	ORD PCT	29/462,008 PCT/US2018/036668 15/120,222	30-Jul-2013 08-Jun-2018 WO 2019/018080 A2 19-Aug-2016 US-2017-0080585-A1	24-Jan-2019 23-Mar-2017	D729,452	12-May-2015 Granted Published Published	RAZOR SHAVING SYSTEMS METAL SPRING RETURN
00	17-019 17-021	WO1 US1	Patent Cooperation Treaty United States of America	ORD PDS	PCT/US2015/20538 29/475,973	13-Mar-2015 WO2015/142663 09-Dec-2013	24-Sep-2015	D751,419	NatPhase 15-Mar-2016 Granted	METAL SPRING RETURN SHAVING CARTRIDGE DISPENSER
00	17-022 17-022	CN1 DE1	China (People's Republic) Germany	PCT PCT	201380050129.7 11 2013 003 650.9	25-Jul-2013 CN104661798A 25-Jul-2013 11 2013 003 650.9	27-May-2015 16-Apr-2015	104661798	29-Jun-2016 Granted Published	PIVOTING RAZORS PIVOTING RAZORS
00	17-022 17-022	KR1 US1	Korea, Republic of United States of America	PCT ORD	10-2015-7004929 13/929,644	25-Jul-2013 27-Jun-2013 US-2014-0026726A1			Pending 15-Mar-2016 Granted	PIVOTING RAZORS PIVOTING RAZORS
00	17-022 17-022 17-022	US2 US3 US4	United States of America United States of America United States of America	CON CON	15/044,028 15/805,486 16/356,227	15-Feb-2016 US-2016-0158950-A1 07-Nov-2017 US-2018-0071933-A1 18-Mar-2019 US-2019-0210234-A1	09-Jun-2016 15-Mar-2018 11-Jul-2019	9,844,887 10,272,580	19-Dec-2017 Granted 30-Apr-2019 Granted Published	PIVOTING RAZORS PIVOTING RAZORS PIVOTING RAZORS
00	17-022 17-025	WO1 US1	Patent Cooperation Treaty United States of America	ORD PDS	PCT/US2013/052111 29/475,974	25-Jul-2013 WO 2014/018783 09-Dec-2013	30-Jan-2014	D731,709	NatPhase 09-Jun-2015 Granted	PIVOTING RAZORS RAZOR
00	17-026 17-027	US1 US1	United States of America United States of America	PDS PDS	29/462,012 29/462,015	30-Jul-2013 30-Jul-2013		D729,453 D729,454	12-May-2015 Granted 12-May-2015 Granted	RAZOR RAZOR
00	17-035 17-036	EM1 D01	European Community United States of America	ID DES	2393280 29/489,011	28-Jan-2014 25-Apr-2014		2393280 D744,165	28-Jan-2014 Granted 24-Nov-2015 Licensed	RAZOR SHAVING CARTRIDGE BLADE CLIPS
00	17-036 17-037 17-038	EM1 D01 US1	European Community United States of America United States of America	ID DES CON	002557918 29/489,019 15/405,215	15-Oct-2014 25-Apr-2014 12-Jan-2017 US-2017-0119126-A1	04-May-2017	002557918-001 D731,708	03-Feb-2015 Licensed 09-Jun-2015 Granted Allowed	SHAVING CARTRIDGE BLADE CLIPS SHAVING CARTRIDGE CURVILINEAR FINS SHAVING ASSEMBLY DISPENSER
00	17-038 17-038	US2 WO1	United States of America Patent Cooperation Treaty	CON CON ORD	15/687,066 PCT/US2015/39278	25-Aug-2017 US-2017-0119126-A1 07-Jul-2015 WO2016/014235	07-Dec-2017 28-Jan-2016		Allowed Allowed NatPhase	SHAVING ASSEMBLY DISPENSER SHAVING ASSEMBLY DISPENSER SHAVING ASSEMBLY DISPENSER
00	17-039 17-040	D01 US1	United States of America United States of America	DES ORD	29/497,152 14/811,529	21-Jul-2014 28-Jul-2015	20 001 2010	D745,828 10,104,950	22-Dec-2015 Granted 23-Oct-2018 Granted	SHAVING RAZOR CARTRIDGE CONTAINER SHAVING RAZOR STAND
00	17-041 17-042	D01 US1	United States of America United States of America	DES ORD	29/498,283 14/811,539	01-Aug-2014 28-Jul-2015		D728,963 9,730,500	12-May-2015 Granted 15-Aug-2017 Granted	SHAVING RAZOR STAND SHAVING RAZOR STAND
00	17-043 17-044	D01 US1	United States of America United States of America	DES PCT	29/498,289 15/510,410	01-Aug-2014 10-Mar-2017 US-2017-0280849-A1	05-Oct-2017	D720154 10,085,539	30-Dec-2014 Granted 02-Oct-2018 Granted	SHAVING RAZOR STAND SHAVING RAZOR TRAY
00	17-044 17-044 17-045	US2 WO1 D01	United States of America Patent Cooperation Treaty United States of America	CON ORD DES	16/115,157 PCT/US2015/44996 29/502,246	28-Aug-2018 US-2018-0360187-A1 13-Aug-2015 WO2016/039927 12-Sep-2014	20-Dec-2018 17-Mar-2016	10,349,719 D778,042	16-Jul-2019 Granted NatPhase 07-Feb-2017 Granted	SHAVING RAZOR TRAY SHAVING RAZOR TRAY SHAVING RAZOR TRAVEL TRAY
00	17-046 17-049	D01 CN1	United States of America China (People's Republic)	DES PUM	29/502,178 29/5900009536	12-Sep-2014 12-Sep-2014 13-Mar-2017		D775,042 D745,775 CN 207014413 U	22-Dec-2015 Granted 16-Feb-2018 Granted	SHAVING RAZOR STORAGE CASE SHAVING RAZOR STORAGE CASE SHAVING RAZOR ACCESSORY
00	17-049 17-049	EP1 KR1	European Patent Convention Korea, Republic of	PCT PCT	15840888.0 10-2017-7009825	01-Mar-2017 3191266 11-Apr-2017	19-Jul-2017		Published Pending	SHAVING RAZOR ACCESSORY SHAVING RAZOR ACCESSORY
00	17-049 17-049	US1 US2	United States of America United States of America	PCT DIV	15/510,436 16/547,170	10-Mar-2017 US-2017-0282391-A1 21-Aug-2019	05-Oct-2017		INST./ABN Pending	SHAVING RAZOR ACCESSORY SHAVING RAZOR ACCESSORY
00	17-049 17-050 17-050	WO1 BR1 CN1	Patent Cooperation Treaty Brazil China (People's Republic)	ORD PCT PCT	PCT/US2015/49298 112017000281.7 2015900008285	10-Sep-2015 WO2016/040549 30-Jun-2015 25-Jan-2017	17-Mar-2016	CN 207327061 U	NatPhase Pending 08-May-2018 Granted	SHAVING RAZOR ACCESSORY RAZOR CARTRIDGES RAZOR CARTRIDGES
00	17-050 17-050 17-050	DE1 EP1	Germany European Patent Convention	EPP	15818337.6	25-Jan-2017 30-Jun-2015 3166761 30-Jun-2015 3166761	17-May-2017 17-May-2017	EP 3166761	10-Apr-2019 Granted 10-Apr-2019 Granted 10-Apr-2019 Granted	HAZOR CART HIDGES HAZOR CARTRIDGES HAZOR CARTRIDGES
00	17-050 17-050 17-050	EP2 FR1	European Patent Convention France	DIV EPP	19162503.7 15818337.6	13-Mar-2019 3513921 30-Jun-2015 3166761	24-Jul-2019 17-May-2017	EP 3166761	Published 10-Apr-2019 Granted	RAZOR CARTRIDGES RAZOR CARTRIDGES
00	17-050 17-050	GB1 GR1	United Kingdom Greece	EPP EPP	15818337.6 15818337.6	30-Jun-2015 3166761 30-Jun-2015 3166761	17-May-2017 17-May-2017	EP 3166761 EP 3166761	10-Apr-2019 Granted 10-Apr-2019 Granted	TRADEMARK
00	17-050	IT1	Italy	EPP	502019000043989	30-Jun-2015 3166761	17-May-2017	EP 3166761	REEL:	006906 FRAME: 0601

0017-050	KR1	Korea, Republic of	PCT	10-2017-7003880	10-Feb-2017				Pending	RAZOR CARTRIDGES
0017-050	US1	United States of America	PCT	15/324,245	05-Jan-2017 US-2017-0203451-A1	20-Jul-2017			Published	RAZOR CARTRIDGES
0017-050	WO1	Patent Cooperation Treaty	ORD	PCT/US2015/38543	30-Jun-2015 WO2016/007329	14-Jan-2016			NatPhase	RAZOR CARTRIDGES
0017-051	D01	United States of America	DES	29/502,245	12-Sep-2014		D771,502	15-Nov-2016	Granted	SHAVING RAZOR TRAY
0017-052	EM1	European Community	ID	2477356	05-Jun-2014		2477356	05-Jun-2014	Granted	RAZORS AND SHAVING CARTRIDGE DISPENSER
0017-053	CN1	China (People's Republic)	PUM	2015900008622	17-Feb-2017		CN 207495560 U	15-Jun-2018	Granted	RAZOR CARTRIDGES
0017-053	EP1	European Patent Convention	PCT	15833426.8	03-Feb-2017 3194127	26-Jul-2017			Allowed	RAZOR CARTRIDGES
0017-053	KR1	Korea, Republic of	PCT	10-2017-7004134	14-Feb-2017				Pending	RAZOR CARTRIDGES
0017-053	US1	United States of America	PCT	15/501,266	02-Feb-2017 US-2017-0217033-A1	03-Aug-2017			Published	RAZOR CARTRIDGES WITH LUBRICATING STRIPS
0017-053	WO1	Patent Cooperation Treaty	ORD	PCT/US2015/44670	11-Aug-2015 WO2016/028550	25-Feb-2016			NatPhase	RAZOR CARTRIDGES
0017-054	PP1	United States of America	REX	IPR2016-00699	10-Mar-2016				Pending	GILLETTE INTER PARTES REVIEW
0017-055	WO1	Patent Cooperation Treaty	ORD	PCT/US18/39426	26-Jun-2018 WO 2019/018104	24-Jan-2019			Published	SHAVING SYSTEMS
0017-056	D01	United States of America	PDS	29/656,459	12-Jul-2018				Allowed	RAZOR CARTRIDGE
0017-064	D01	United States of America	PDS	29/656,463	12-Jul-2018				Pending	RAZOR CARTRIDGE
0017-065	D01	United States of America	PDS	29/656,466	12-Jul-2018				Allowed	RAZOR CARTRIDGE

# EXHIBIT B UCC-1 Financing Statement

# Real Property and the Record Owner

Address as of the date of this Security Agreement is:

6301 Gaston Avenue, Suite 360, Dallas, Texas 75214 in Dallas County, Texas.

Record Owner as of the date of filing this UCC-1 Financing Statement is:

Caddo Lakewood II LP

EXHIBIT B TO SECURITY AGREEMENT

PAGE 1

#### SECURITY AGREEMENT

# ARTICLE I GENERAL SECURITY AGREEMENT

This Security Agreement is made and entered into as of November \_\_\_\_\_, 2019 by and between **ShaveLogic**, **Inc.**, a Texas Corporation, hereinafter referred to as "Debtor", and **Holland Family Investment Company**, **LLC**, an Oklahoma limited liability company, hereinafter referred to as "Secured Party". The parties hereby agree as follows:

For value received, as security for the Obligations (defined below), the Debtor hereby pledges and grants to the Secured Party a continuing security interest in and to the assets of Debtor, hereinafter referred to as the "Collateral", more fully described on Exhibit A, "Collateral Description", attached hereto and incorporated herein by reference.

The Collateral shall secure the following, referred to herein as the "Obligations": (i) all indebtedness, obligations and liabilities of Debtor to Secured Party of any kind or character, now existing or hereafter arising, including any future advances, whether direct, indirect, related, unrelated, fixed, contingent, liquidated, unliquidated, joint, several or joint and several, including without limitation all indebtedness, obligations and liabilities of Debtor to Secured Party now existing or hereafter arising by note, draft, acceptance, guaranty, endorsement, letter of credit, assignment, purchase, overdraft, discount, indemnity agreement or otherwise, including, without limitation that one certain Secured Promissory Note (the "Note") of even date herewith in the original principal amount of \$300,000 executed by Debtor and pavable to the order of Secured Party, (ii) all accrued but unpaid interest on any of the indebtedness described in (i) above, (iii) all obligations of Debtor to Secured Party under any documents evidencing, securing, governing and/or pertaining to all or any part of the indebtedness described in (i) and (ii) above, (iv) all costs and expenses incurred by Secured Party in connection with the collection and administration of all or any part of the indebtedness and obligations described in (i), (ii) and (iii) above or the protection or preservation of, or realization upon, the collateral securing all or any part of such indebtedness and obligations, including without limitation all reasonable attorneys' fees, and (v) all renewals, extensions, modifications and rearrangements of the indebtedness and obligations described in (i), (ii), (iii) and (iv) above.

# ARTICLE II GENERAL COVENANTS

Debtor warrants, agrees and covenants:

This Security Agreement is provided by Debtor to Secured Party pursuant to the terms of that certain Loan Agreement (the "Loan Agreement") of even date herewith between Secured Party, as Lender therein, and Debtor, as Borrower, therein, and is one of the Loan Documents as defined in the Loan Agreement and the Note is evidence of the Loan as defined in the Loan Agreement.

The Collateral is to be held in the possession of the Debtor, and Debtor shall hold all such Collateral for the benefit of Secured Party according to the terms hereof.

SECURITY AGREEMENT PAGE 1

This security interest will attach to the Collateral from the date of execution hereof until payment in full of the Obligations. Debtor acknowledges Secured Party shall be entitled to file a UCC-1 Financing Statement or such other instrument as may be determined by Secured Party to perfect Secured Party's security interest in the Collateral.

All words and phrases used herein which are expressly defined in Section 1.201 or Chapter 9 of the Code (defined below) shall have the meaning provided for therein. Other words and phrases defined elsewhere in the Code shall have the meaning specified therein except to the extent such meaning is inconsistent with a definition in Section 1.201 or Chapter 9 of the Code. The term "Code" shall mean the Uniform Commercial Code as in effect in the State of Texas or of any other state having jurisdiction with respect to any of the rights and remedies of Secured Party on the date of this Security Agreement or as it may hereafter be amended from time to time.

Debtor's state of organization is the State of Texas, and Debtor's name, as shown in its public organic record, as amended, is exactly as set forth above. Debtor's place of business or chief executive office is located at, and Debtor's records concerning the Collateral are located at 6301 Gaston Ave., Suite 360, Dallas, Texas 75214, in Dallas County, Texas.

The Collateral was not acquired and will not be held primarily for personal, family, or household purposes.

The security interest granted in this Security Agreement will neither affect nor be affected by any other security for any of the Obligations. Neither extensions of any of the Obligations nor releases of any of the Collateral will affect the priority or validity of the security interest granted in this Security Agreement.

The Debtor waives and surrenders to Secured Party (a) Debtor's power to authorize anyone (other than Secured Party or the Debtor) to pay ad valorem taxes on the Collateral and (b) Debtor's power to authorize a taxing entity to transfer its tax lien on the Collateral to anyone other than Secured Party. Debtor agrees and declares that any authorization from Debtor to another (other than Secured Party) to pay the taxes and transfer a tax lien on the Collateral is void.

# ARTICLE III TITLE TO AND MAINTENANCE OF COLLATERAL

Debtor warrants, covenants, and agrees:

1. <u>Title.</u> The Debtor has, or on acquisition will have, except for the existing liens or security interests granted to prior lenders and any purchase money security interests granted to vendors or suppliers of Debtor for inventory and equipment used in the operations of the business of Debtor, (a "Purchase Money Security Interest"), full title to the Collateral, and the Debtor will, at the Debtor's cost and expense, defend any action, which may affect the Secured Party's security interest in or to any of the Collateral, subject to the existing perfected liens or security interests, including future purchase money security interests, if any, in, or the Debtor's title to, the Collateral. So long as Secured Party has a perfected security interest in the Collateral, Debtor shall not ever claim or allege or support any other person's or entity's claim or allegation that any person or entity has a perfected security interest for an indebtedness incurred after the date of this Security Agreement, which is prior or superior to the perfected security interest of Secured Party, except

SECURITY AGREEMENT PAGE 2

arising from or related to a Purchase Money Security Interest.

- 2. <u>Sale, Lease, or Disposition of Collateral</u>. Except in the ordinary course of Debtor's business, Debtor will not, without the prior written consent of the Secured Party, sell, contract to sell, encumber, assign, convey or dispose of the Collateral or any interest therein until this Security Agreement and all debts secured hereby, including the Obligations, have been fully satisfied.
- 3. <u>Pledge of Collateral</u>. Debtor shall not pledge or grant a sœurity interest in the Collateral as security for any other indebtedness or obligation superior to Secured Party, without the prior written consent of Secured Party, except arising from or related to a Purchase Money Security Interest.
- 4. <u>Taxes and Liens</u>. Debtor shall pay all taxes, which are lawfully due, lawful claims or other indebtedness as same become due, which might result in a lien against the Collateral.
- 5. <u>Possession and Protection of the Collateral</u>. Debtor shall keep the Collateral in Debtor's possession and ownership except as otherwise expressly provided in this Security Agreement; maintain the Collateral in good condition; and protect the Collateral against waste, except for ordinary wear and tear.

## ARTICLE IV DUTIES OF DEBTOR

- 1. <u>Payment</u>. The Debtor will pay the Obligations secured by this Security Agreement, any renewal or extension of it, and any other indebtedness secured by it in accordance with its terms and provisions and will repay immediately all sums expended by the Secured Party in accordance with the terms and provisions of this Security Agreement and the other Loan Documents.
- 2. <u>Change of Residence or Place of Business</u>. The Debtor will promptly notify the Secured Party in advance of any change of the Debtor's name, chief place of business or mailing address, or the place where the Collateral or the records concerning accounts, other contract rights or any other Collateral are kept, and promptly notify the Secured Party of any material change in the Collateral.
- 3. <u>Time of Performance and Waiver</u>. In performing any act under this Security Agreement and the Obligations secured hereby, time shall be of the essence. The Secured Party's acceptance of partial or delinquent payments, or the failure of the Secured Party to exercise any right or remedy shall not be a waiver of any obligation of the Debtor or right of the Secured Party or constitute a waiver of any other similar default subsequently occurring.
- 4. Insurance. Upon the commencement of commercial product production by the Debtor, the Debtor shall insure the Collateral in accordance with Secured Party's reasonable requirements, or if Secured Party does not provide any requirements, in accordance with commercially reasonable practices and business judgment, regarding choice of carrier, risks insured against, and amount of coverage. Policies must be written in favor of the Debtor, and, upon the written request of Secured Party, be endorsed to name Secured Party, along with all senior

SECURITY AGREEMENT

secured creditors of Debtor, as an additional insured or as otherwise directed in writing by Secured Party, and provide that Secured Party will receive at least ten (10) days' notice before cancellation. In addition, the Debtor shall maintain other commercially reasonable insurance, such as property and casualty, commercial general liability, business interruption, product liability, and worker's compensation insurance. Upon the written request of Secured Party, Debtor shall provide copies of the policies or evidence of insurance to Secured Party. The Debtor assumes all risk of loss to the Collateral.

#### ARTICLE V DEFAULT

- 1. <u>Default Defined</u>. The Debtor shall be in default under this Security Agreement if any of the following events or conditions occurs after the date of this Security Agreement:
  - (a) Default in the payment or performance of the Obligations or any part thereof and the expiration of any grace or cure period applied thereto or default in the performance of any obligation of Debtor under this Security Agreement;
  - (b) Any warranty, representation, or statement made or furnished to the Secured Party by or on behalf of the Debtor through this Security Agreement, the Obligations or otherwise proves to have been false in any material respect when made or furnished or Debtor fails to comply with any covenants provided in any part of the Obligations;
  - (c) Other than in the ordinary course of Debtor's business, the sale, pledge or encumbrance superior to Secured Party, to or of any of the Collateral, or the making of any levy, seizure, or attachment thereof or thereon without the consent of Secured Party;
  - (d) The dissolution, termination of existence, insolvency or business failure of the Debtor; the appointment of a receiver of all or any part of the property of the Debtor; an assignment for the benefit of creditors by the Debtor; or the commencement of any proceeding under any bankruptcy or insolvency laws by or against the Debtor which results in the entry of an order for relief or which remains undismissed, undischarged or unbonded for a period of sixty (60) days or more;
  - (e) Any event that results in the acceleration of the maturity of the Debtor's indebtedness to other third parties under any indenture, agreement, or undertaking;
  - (f) The Collateral or any portion thereof is taken on execution or other process of law in any action against Debtor;
    - (g) Debtor abandons the Collateral or any portion thereof;
  - (h) The loss, theft, substantial damage, destruction or sale (other than in the ordinary course of the Borrower's business) of any material portion of the Borrower's assets, including without limitation, the Collateral;

- (i) The holder of any lien or security interest on any of the assets of Debtor, including without limitation, the Collateral (without hereby implying the consent of Secured Party to the existence or creation of any such lien or security interest on the Collateral), declares a default thereunder or institutes foreclosure or other proceedings for the enforcement of its remedies thereunder;
- (j) Secured Party shall receive at any time following the execution of this Security Agreement a search report indicating that Secured Party's security interest is not prior to all other security interests or other interests for indebtedness, other than a Purchase Money Security Interest, incurred after the date of this Security Agreement reflected in the report; or
- (k) The occurrence of an event of default under any of the other Loan Documents.

## ARTICLE VI REMEDIES

- 1. Acceleration. On the occurrence of any such event of default, and at any time thereafter, the Secured Party may declare any or all Obligations secured immediately due and payable and may proceed to enforce payment of the same and exercise any and all of the rights and remedies either at law or in equity possessed by the Secured Party. Secured Party's enforcement of one remedy shall not preclude enforcement of any other remedy at law or in equity. The Secured Party may, at its discretion, and without limiting any other remedies specified herein or available at law, proceed to litigation.
- Transfer of Collateral. If an event a default has occurred, the right is expressly 2. granted to Secured Party, at its discretion, subject to the secured interests of the existing secured lenders, to transfer to or register in the name of Secured Party or its nominee(s), any or all of the Collateral, and whether or not so transferred or registered, to receive the income and dividends, including stock dividends and rights to subscribe, and to hold the same as part of the Collateral and/or apply the same as hereinafter provided; to exchange any or all of the Collateral in the possession of Secured Party (or its agreed representative) for other property upon the reorganization, recapitalization or other readjustment of the Debtor and in connection therewith to deposit any or all of such Collateral with any committee or depositary upon such terms as Secured Party may determine; to vote security interests that are or become Collateral; and to exercise or cause its nominee(s) to exercise all or any powers with respect to the Collateral with the same force and effect as an absolute owner thereof. At its discretion, subject to the secured interests of the existing secured lenders, Secured Party may, if any of the accounts receivable included in the Collateral are past due, in its name or in the name of the Debtor or otherwise, notify any account debtor or the obligor on any instrument to make payment to Secured Party, demand, sue for, collect or receive any money or property at any time payable or receivable on account of or in exchange for, or make any compromise or settlement deemed desirable by Secured Party with respect to, any of the Collateral, but shall be under no obligation to do so, and/or Secured Party may extend the time of payment, arrange for payment in installments, or otherwise modify the terms of, or release any of the Collateral, without thereby incurring responsibility to, or discharging or otherwise affecting any liability of, the Debtor. Secured Party, at its election and according to the terms of the lease for the business address of Debtor, receive all rights to operate the business of

Debtor from the business address to dispose of the Collateral in the normal course of business.

- 3. Remedies on Default. If any one or more of the above events of default shall occur, Secured Party may, at any time, thereafter, declare any or all of the Debtor's Obligations immediately due and payable, without notice to or demand upon the Debtor. In such event, Secured Party shall have the following rights and remedies, all of which shall be cumulative and not exclusive, and shall be in addition to all other rights and remedies of a Secured Party under the Code or other applicable statute or rule in any jurisdiction in which enforcement is sought, subject to the secured interests of the existing secured lenders:
  - Collateral. Secured Party may, at any time and from time to time, with or without process of law or the aid and assistance of others, enter upon any premises in which all or any part of the Collateral is located and take possession of the Collateral, without the Debtor's resistance or interference; dispose of all or any part of the Collateral on any premises of the Debtor; require the Debtor to assemble and make available to Secured Party all or any part of the Collateral at any place and time designated by Secured Party which is reasonably convenient to Secured Party and the Debtor, remove all or any part of the Collateral from any premises on which any part thereof is located for the purpose of effecting sale or other disposition thereof; sell, resell, lease, assign and deliver, or otherwise dispose of, the Collateral or any part thereof in its existing condition or following any commercially reasonable preparation or processing, at public or private proceedings, in one or more parcels at the same or different times with or without having the Collateral at the place of sale or other disposition, for cash, upon credit or for future delivery, and in connection therewith Secured Party may grant options, at such place or places and time or times and to such persons or entities as Secured Party deems best, in Secured Party's sole discretion, and without demand for performance or any notice or advertisement whatsoever, except that where an applicable statute requires reasonable notice of sale or other disposition, in which event the Debtor hereby agrees that five days' notice by ordinary mail, postage prepaid, to any address of the Debtor as provided herein of the place and time of any public sale or of the place and time after which any private sale or other disposition may be made, shall be deemed reasonable notice of such sale or other disposition; and liquidate or dispose of the Collateral or any part thereof in any other commercially reasonable manner.

If Secured Party sells any of the Collateral upon credit or for future delivery, it shall not be liable for the failure of the purchaser to purchase or pay for the same and, in the event of any such failure, Secured Party may resell such Collateral. The Debtor hereby waives all equity and right of redemption. Secured Party may buy any part or all of the Collateral at any public sale and if any part or all of the Collateral is of a type customarily sold in a recognized market or is of a type which is the subject of widely distributed standard price quotations Secured Party may buy at private sale, all free from any equity or right of redemption which is hereby waived and released by the Debtor, and Secured Party may make payment therefor (by endorsement without recourse) in notes of the Debtor payable to the order of Secured Party in lieu of cash to the amount then due thereon which endorsed notes the Debtor hereby agrees to accept. In addition, if Secured Party purchases any of the Collateral being sold, Secured Party may pay for the Collateral by crediting the purchase price against the Obligations.

Secured Party may apply the cash proceeds actually received from any sale or other disposition to the reasonable expenses of retaking, holding, preparing for sale, selling, leasing and the like, to reasonable attorney's fees if this Security Agreement or any of the Obligations is referred to an attorney for enforcement, to all legal expenses, court costs, collection charges, travel and other expenses which may be incurred by Secured Party in attempting to collect the Obligations or to enforce this Security Agreement and realize upon the Collateral, or in the prosecution or defense of any action or proceeding related to the subject matter of this Security Agreement; then to Secured Party's costs relating to the making of loans (and not making loans when requested to do so), and then to the Obligations in such order and as to principal or interest as Secured Party may desire in its sole discretion; and the Debtor shall at all times be and remain liable and, after crediting the net proceeds of sale or other disposition as aforesaid, will pay Secured Party on demand any deficiency remaining, including interest thereon and the balance of any expenses at any time unpaid, with any surplus to be paid to the Debtor, subject to any duty of Secured Party imposed by law to the holder of any subordinate security interest in the Collateral known to Secured Party.

The Debtor recognizes that Secured Party may be unable to effect a public sale of all or a part of the Collateral consisting of securities by reason of certain prohibitions contained in the Securities Act of 1933 or under the provisions of any applicable state securities laws, but may be compelled to resort to one or more private sales to a restricted group of purchasers who will be obliged to agree, among other things, to acquire such securities for its own account, for investment and not with a view to the distribution or resale thereof. The Debtor agrees that private sales so made may be at prices and other terms less favorable to the seller than if such securities were sold at public sales, and that Secured Party has no obligation to delay sale of any such securities for the period of time necessary to permit the issuer of such securities, even if such issuer would agree, to register such securities for public sale under the Securities Act of 1933 or under the provisions of any applicable state securities laws. The Debtor agrees that private sales made under the foregoing circumstances shall be deemed to have been made in a commercially reasonable manner.

- (b) <u>Bank deposits, balances, etc.</u> Secured Party may appropriate, set off and apply for the payment of any or all of the Obligations, any and all balances, sums, property, claims, credits, deposits, accounts, reserves, collections, drafts, notes, or other items or proceeds of the Collateral in or coming into the possession of Secured Party or its agents and belonging or owing to the Debtor, without notice to the Debtor, and in such manner as Secured Party may in its sole discretion determine, except where Secured Party has agreed to subordinate its interest.
- (c) Proceeds. Any of the proceeds of the Collateral received by the Debtor shall not be commingled with other property of the Debtor, but shall be segregated, held by the Debtor in trust for Secured Party as the exclusive property of Secured Party, and the Debtor will immediately deliver to Secured Party the identical checks, moneys or other proceeds of Collateral received, and Secured Party shall have the right to endorse the name of the Debtor on any and all checks, or other forms of remittance received, where such endorsement is required to effect collection. The Debtor hereby designates, constitutes and appoints Secured Party and any designee or agent of Secured Party as attorney-in-fact of

the Debtor, irrevocably and with power of substitution, with authority to receive, open and dispose of all mail addressed to the under signed, to notify the Post Office authorities to change the address for delivery of mail addressed to the Debtor, to such address as Secured Party may designate; to endorse the name of the Debtor on any notes, acceptances, checks, drafts, money orders or other evidences of payment or proceeds of the Collateral that may come into Secured Party' possession; to sign the name of the Debtor on any invoices, documents, drafts against account debtors of the Debtor, assignments, requests for verification of accounts and notices to debtors of the Debtor; to execute any endorsements, assignments, or other instruments of conveyance or transfer; and to do all other acts and things necessary and advisable in the sole discretion of Secured Party to carry out and enforce this Security Agreement or to dispose of or otherwise deal with the Collateral. All acts of said attorney or designee are hereby ratified and approved and said attorney or designee shall not be liable for any acts of commission or omission nor for any error of judgment or mistake of fact or law. This power of attorney being coupled with an interest is irrevocable while any of the Obligations shall remain unpaid.

- (d) Other Matters Regarding Exercise of Remedies. If Secured Party must comply with any applicable state or federal law requirements in connection with a disposition of the Collateral, such compliance will not be considered to adversely affect the commercial reasonableness of a sale of the Collateral. Secured Party may sell the Collateral without giving any warranties as to the Collateral. Secured Party may specifically disclaim any warranties of title or the like. This procedure will not be considered to adversely affect the commercial reasonableness of a sale of the Collateral. If the Collateral is sold after default, recitals in the bill of sale or other document or instrument of transfer, assignment or conveyance will be prima facie evidence of their truth and all prerequisites to the sale specified by this Security Agreement and by applicable law will be presumed to be satisfied. Secured Party may also notify obligors on any of the Collateral to pay Secured Party directly and enforce Debtor's rights against such obligors, or as Debtor's agent, make any endorsements in Debtor's name and on Debtor's behalf. Secured Party may exercise and enforce all rights, including voting rights, available to an owner of the Collateral, and transfer record ownership of any Collateral to Secured Party.
- 4. <u>Liability Disclaimer</u>. Under no circumstances whatsoever shall Secured Party be deemed to assume any responsibility for or obligation or duty with respect to any part or all of the Collateral, of any nature or kind whatsoever, or any matter or proceedings arising out of or relating thereto. Secured Party shall not be required to take any action of any kind to collect or protect any interest in the Collateral, including any action necessary to preserve its or the Debtor's rights against prior parties to any of the Collateral. Secured Party shall not be liable or responsible in any way for the safekeeping, care or custody of any of the Collateral, or for any loss or damage thereto, or for any diminution in the value thereof, or for any act or default of any agent or bailee of Secured Party or the Debtor, or of any carrier, forwarding agency or other person whomsoever, or for the collection of any proceeds, but the same shall be at the Debtor's sole risk at all times. Secured Party' prior recourse to any part of all of the Collateral shall not constitute a condition of any demand for payment of the Obligations or of any suit or other proceeding for the collection of the Obligations.

SECURITY AGREEMENT

# ARTICLE VII MISCELLANEOUS PROVISIONS

- 1. Governing Law, Jurisdiction and Venue. This Security Agreement and the other Loan Documents shall be governed by and construed in accordance with the laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction. The parties agree to be subject to the personal jurisdiction of the courts of the State of Texas and the Federal courts in the Northern District of Texas Dallas Division, and that venue for any proceeding of any kind whatsoever, including mediation, arbitration or litigation, under or related to this Security Agreement is in Dallas County, Texas.
- 2. Parties Bound. This Security Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, and assigns where permitted by this Security Agreement. This Security Agreement binds, benefits, and may be enforced by the successors in interest of Secured Party and will bind all persons who become bound as debtors to this Security Agreement. The assignment of any part of the Obligations and Secured Party's delivery of any part of the Collateral will fully discharge Secured Party from responsibility for that part of the Collateral. If such an assignment is made, Debtor will render performance under this Security Agreement to the assignee, whether one or more. Debtor waives and will not assert against any assignee any claims, defenses, or setoffs that Debtor could assert against Secured Party except defenses that cannot be waived.
- 3. <u>Legal Construction</u>. In case any one or more of the provisions contained in this Security Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Security Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 4. <u>Amendments and Waivers</u>. This Security Agreement may not be amended or modified, nor may any of its terms be waived, except by written instruments signed by Debtor and Secured Party. Each waiver or consent under any provision hereof shall be effective only in the specific instances and for the purpose for which given.
- 5. Prior Agreements Superseded. This Security Agreement along with the Obligations constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.
- 6. Notices. Except as otherwise provided herein, all notices or other communications to or upon Secured Party or Debtor or any other party under this Security Agreement shall be duly given or made in writing and delivered or provided in the same manner and at the addresses as described in the Loan Agreement. Any notice is reasonable if it is mailed, postage prepaid, to the Debtor at Debtor's Mailing Address at least ten days before any public sale or ten days before the time when the Collateral may be otherwise disposed of without further notice to Debtor.
- 7. <u>Usury Savings Clause</u>. In no event shall interest contracted for, charged or received under any of the Obligations, plus any other charges in connection therewith which constitute interest, exceed the maximum interest permitted by applicable law. The amounts of such interest

or other charges previously paid to the holder of the Obligations in excess of the amounts permitted by applicable law shall be applied by the holder of the Obligations to reduce the principal of the indebtedness evidenced by the Obligations, or, at the option of the holder of the Obligations, be refunded. To the extent permitted by applicable law, determination of the legal maximum amount of interest shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the period of the full stated term of the Obligations and indebtedness, all interest at any time contracted for, charged or received from the Debtor in connection with the Loan and indebtedness evidenced thereby, so that the actual rate of interest on account of such indebtedness is uniform throughout the term thereof.

8. <u>Counterparts</u>. This Security Agreement may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute but one instrument. A facsimile, or electronic mail (.pdf), or electronically generated signature also will be deemed to constitute an original if properly executed.

[The remainder of this page is blank. The parties' signatures are on the following page(s).]

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

# **DEBTOR:**

SHAVELOGIC, INC

By:

Name:

Røbert A. Wilson

Title:

Chief Executive Officer

# SECURED PARTY:

HOLLAND FAMILY INVESTMENT COMPANY, LLC, an Oklahoma limited liability company

By:

Name:

Jack C. Holland

Title:

Manager

#### EXHIBIT A

#### Collateral Description

The Collateral is described as follows, and all references to the term "Code" shall mean the Uniform Commercial Code as in effect in the State of Texas or of any other state having jurisdiction with respect to any of the rights and remedies of Secured Party on the date of this Security Agreement or as it may hereafter be amended from time to time:

All "accounts", as defined in the Code (including health-care-insurance receivables), together with any and all books of account, customer lists and other records relating in any way to the foregoing (including, without limitation, computer software, whether on tape, disk, card, strip, cartridge or any other form), and in any case where an account arises from the sale of goods, the interest of Debtor in such goods.

All "inventory" as defined in the Code, and all records relating in any way to the foregoing (including, without limitation, any computer software, whether on tape, disk, card, strip, cartridge or any other form).

All "equipment" as defined in the Code, of whatsoever kind and character now or hereafter possessed, held, acquired, leased or owned by Debtor and used or usable in Debtor's business, and in any event shall include, but shall not be limited to, all machinery, tools, computer software, office equipment, furniture, appliances, furnishings, fixtures, vehicles, motor vehicles, together with all replacements, accessories, additions, substitutions and accessions to all of the foregoing, and all manuals, instructions and records relating in any way to the foregoing (including, without limitation, any computer software, whether on tape, disk, card, strip, cartridge or any other form). To the extent that the foregoing property is located on, attached to, annexed to, related to, or used in connection with, or otherwise made a part of, and is or shall become fixtures upon, real property, such real property and the record owner thereof (if other than Debtor) is described on Exhibit B attached hereto and made a part hereof.

All "chattel paper" as defined in the Code, and all records relating in any way to the foregoing (including, without limitation, any computer software, whether on tape, disk, card, strip, cartridge or any other form).

All "instruments" as defined in the Code (including promissory notes), and all records relating in any way to the foregoing (including, without limitation, any computer software, whether on tape, disk, card, strip, cartridge or any other form).

All "investment property" as defined in the Code, and all records relating in any way to the foregoing (including, without limitation, any computer software, whether on tape, disk, card, strip, cartridge or any other form).

All "documents" as defined in the Code, and all records relating in any way to the foregoing (including, without limitation, any computer software, whether on tape, disk, card, strip, cartridge or any other form).

EXHIBIT A TO SECURITY AGREEMENT

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All "deposit accounts" as defined in the Code, and all records relating in any way to the foregoing (including, without limitation, any computer software, whether on tape, disk, card, strip, cartridge or any other form).

All "general intangibles" as defined in the Code, and all records relating in any way to the foregoing (including, without limitation, any computer software, whether on tape, disk, card, strip, cartridge or any other form), including all permits, regulatory approvals, copyrights, patents, trademarks, service marks, trade names, mask works, goodwill, licenses and all other intellectual property owned by Debtor or used in Debtor's business. The foregoing includes, without limitation all those copyrights, patents, trademarks, service marks or trade names shown on <u>Schedule 1</u> attached hereto.

All "supporting obligations" as defined in the Code, and all records relating in any way to the foregoing (including, without limitation, any computer software, whether on tape, disk, eard, strip, cartridge or any other form).

All other assets of any kind whatsoever now or hereafter owned, existing, acquired, held, used, possessed or in the custody or control of Debtor or any of Debtor's agents, representatives, associates or correspondents on behalf of Debtor, and any and all additions, accessions, replacements, substitutions, and improvements, of or to any of the foregoing.

The term "Collateral", as used herein, shall also include all PRODUCTS and PROCEEDS of all of the foregoing (including without limitation, insurance payable by reason of loss or damage to the foregoing property) and any property, securities, guaranties or monies of Debtor which may at any time come into the possession of Secured Party. The designation of proceeds does not authorize Debtor to sell, transfer or otherwise convey any of the foregoing property except finished goods intended for sale in the ordinary course of Debtor's business or as otherwise provided herein.

EXHIBIT A TO SECURITY AGREEMENT

# SCHEDULE 1 UCC-1 Financing Statement

# Collateral Description

See the attached two (2) pages

SCHEDULE 1 TO SECURITY AGREEMENT

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Case Number	Sub Case	e Country Brazil	Case Type	Application No. 112014029388.0	Filing Date Publication No. 21-May-2013 112014029388.0	Publication Date 12-Feb-2019	Patent No.	Patent Date Status Published	Title MAGNETIC ATTACHMENT FOR SHAVING CARTRIDGE
0017-001 0017-001 0017-001	CN1 CN2	China (People's Republic) China (People's Republic)	PCT DIV	2013800392054 2017100644835	21-May-2013 CN104582913A 04-Feb-2017 106826942	29-Apr-2015 13-Jun-2017	CN104582913 106826942 B	07-Dec-2016 Granted 26-Oct-2018 Granted	MAGNETIC ATTACHMENT FOR SHAVING CARTRIDGE MAGNETIC ATTACHMENT FOR SHAVING CARTRIDGE
0017-001 0017-001	DE1 EP1	Germany European Patent Convention	EPP	13794165.4	2855106 21-May-2013 2855106	08-Apr-2015 08-Apr-2015	2855106 2855106	20-Feb-2019 Granted 20-Feb-2019 Granted	MAGNETIC ATTACHMENT FOR SHAVING CARTRIDGE MAGNETIC ATTACHMENT FOR SHAVING CARTRIDGE
0017-001 0017-001	ES1 FR1	Spain France	EPP EPP	13794165.4 13794165.4	21-May-2013 2855106 21-May-2013 2855106	08-Apr-2015 08-Apr-2015	2855106 2855106	20-Feb-2019 Granted 20-Feb-2019 Granted	MAGNETIC ATTACHMENT FOR SHAVING CARTRIDGE MAGNETIC ATTACHMENT FOR SHAVING CARTRIDGE
0017-001 0017-001	GB1 GR1	United Kingdom Greece	EPP EPP	13794165.4	21-May-2013 2855106 2855106	08-Apr-2015 08-Apr-2015	2855106 2855106	20-Feb-2019 Granted 20-Feb-2019 Granted	MAGNETIC ATTACHMENT FOR SHAVING CARTRIDGE MAGNETIC ATTACHMENT FOR SHAVING CARTRIDGE
0017-001 0017-001 0017-001	IT1 KR1 PL1	Italy Korea, Republic of Poland	EPP PCT EPP	502019000031441 10-2014-7036222 13794165.4	21-May-2013 2855106 21-May-2013 21-May-2013 2855106	08-Apr-2015 08-Apr-2015	2855106 2855106	20-Feb-2019 Granted Pending 20-Feb-2019 Granted	MAGNETIC ATTACHMENT FOR SHAVING CARTRIDGE MAGNETIC ATTACHMENT FOR SHAVING CARTRIDGE MAGNETIC ATTACHMENT FOR SHAVING CARTRIDGE
0017-001 0017-001 0017-001	US1 US2	United States of America United States of America	ORD CON	13/802,546 13/938,638	13-Mar-2013 US-2013-0312265 A1 10-Jul-2013 US-2013-0312272 A1	28-Nov-2013 28-Nov-2013	10,272,579 8,789,282	30-Apr-2019 Granted 29-Jul-2014 Granted	MAGNETIC ATTACHMENT FOR SHAVING CARTRIDGE MAGNETIC ATTACHMENT FOR SHAVING CARTRIDGE
0017-001 0017-001	US3 US5	United States of America United States of America	CON	14/270,792 16/251,874	06-May-2014 US-2014-0237830-A1 18-Jan-2019 US-2019-0152080-A1	28-Aug-2014 23-May-2019	10,350,774	16-Jul-2019 Granted Published	MAGNETIC ATTACHMENT FOR SHAVING CARTRIDGE MAGNETIC ATTACHMENT FOR SHAVING CARTRIDGE
0017-001 0017-006	WO1 CN1	Patent Cooperation Treaty China (People's Republic)	ORD PCT	PCT/US2013/042038 201390001017.8	21-May-2013 WO 2013/177171 18-Oct-2013	28-Nov-2013	205043826	NatPhase 24-Feb-2016 Granted	MAGNETIC ATTACHMENT FOR SHAVING CARTRIDGE DEDICATED ATTACHMENT SYSTEMS FOR CONSUMER PRODUCTS
0017-006 0017-006	EP1 KR1	European Patent Convention Korea, Republic of	PCT	13849856.3 10-2015-7013345	18-Oct-2013 2911837 18-Oct-2013	02-Sep-2015		Published Pending	DEDICATED ATTACHMENT SYSTEMS FOR CONSUMER PRODUCTS DEDICATED ATTACHMENT SYSTEMS FOR CONSUMER PRODUCTS
0017-006 0017-006 0017-006	US2 US3 US4	United States of America United States of America United States of America	CON CON	15/094,108 15/611,652 15/877,417	08-Apr-2016 US-2016-0221201-A1 01-Jun-2017 US-2017-0266828-A1 23-Jan-2018 US-2018-0141226-A1	04-Aug-2016 21-Sep-2017 24-May-2018	9,669,555 10,035,276 10,293,504	06-Jun-2017 Granted 31-Jul-2018 Granted 21-May-2019 Granted	DEDICATED ATTACHMENT SYSTEMS FOR CONSUMER PRODUCTS DEDICATED ATTACHMENT SYSTEMS FOR CONSUMER PRODUCTS DEDICATED ATTACHMENT SYSTEMS FOR CONSUMER PRODUCTS
0017-006 0017-006	US5 WO1	United States of America Patent Cooperation Treaty	CON	16/378,642 PCT/US2013/065755	09-Apr-2019 US-2019-0232511-A1 18-Oct-2013 WO 2014/066183	01-Aug-2019 01-May-2014	10,235,504	Published NatPhase	DEDICATED ATTACHMENT SYSTEMS FOR CONSUMER PRODUCTS DEDICATED ATTACHMENT SYSTEMS FOR CONSUMER PRODUCTS
0017-007 0017-007	BR1 CN1	Brazil China (People's Republic)	PCT PCT	1120150068464 201390000912.8	25-Jul-2013 25-Jul-2013		CN205033249U	Pending 17-Feb-2016 Granted	SHAVING SYSTEMS SHAVING SYSTEMS
0017-007 0017-007	DE1 EP1	Germany European Patent Convention		13840539.4	2900437 25-Jul-2013 2900437	05-Aug-2015 05-Aug-2015	2900437 2900437	31-Oct-2018 Granted 31-Oct-2018 Granted	SHAVING SYSTEMS SHAVING SYSTEMS
0017-007 0017-007	EP2 FR1	European Patent Convention France	EPP	18195160.9	18-Sep-2018 3434429 2900437	30-Jan-2019 05-Aug-2015		Published 31-Oct-2018 Granted	SHAVING SYSTEMS SHAVING SYSTEMS
0017-007 0017-007 0017-007	GB1 GR1 IN1	United Kingdom Greece India	EPP EPP PCT	3232/DELNP/2015	2900437 2900437 25-Jul-2013 3232/DELNP/2015 A	05-Aug-2015 05-Aug-2015 02-Oct-2015	2900437 2900437	31-Oct-2018 Granted 31-Oct-2018 Granted Published	SHAVING SYSTEMS SHAVING SYSTEMS SHAVING SYSTEMS
0017-007 0017-007 0017-007	IT1 KB1	Italy Korea, Republic of	EPP PCT	502019000004939 10-2015-7009916	2900437 25-Jul-2013	05-Aug-2015	2900437	31-Oct-2018 Granted Pending	SHAVING SYSTEMS SHAVING SYSTEMS
0017-007 0017-007	US1 US2	United States of America United States of America	ORD CON	13/929,340 15/298,457	27-Jun-2013 US-2014-0083265 20-Oct-2016 US-2017-0036362-A1	27-Mar-2014 09-Feb-2017	9,486,930 10,052,776	08-Nov-2016 Granted 21-Aug-2018 Granted	SHAVING SYSTEMS SHAVING SYSTEMS
0017-007 0017-007	US3 WO1	United States of America Patent Cooperation Treaty	CON ORD	16/032,112 PCT/US2013/052095	11-Jul-2018 US-2018-0326607-A1 25-Jul-2013 WO 2014/051841	15-Nov-2018 03-Apr-2014		Allowed NatPhase	SHAVING SYSTEMS SHAVING SYSTEMS
0017-008 0017-008	US1 US2	United States of America United States of America	CON	14/661,032 15/298,851	18-Mar-2015 US-2015-0190935-A1 20-Oct-2016 US-2017-0036360-A1	09-Jul-2015 09-Feb-2017	9,475,202 10,183,407	25-Oct-2016 Granted 22-Jan-2019 Granted	SHAVING SYSTEMS SHAVING SYSTEMS
0017-008WO 0017-010 0017-010	WO1 BR1 CN1	Patent Cooperation Treaty Brazil China (People's Republic)	ORD PCT PCT	PCT/US2013/052099 112015014394.6 201390001104.3	25-Jul-2013 WO 2014/051842 25-Jul-2013 25-Jul-2013	03-Apr-2014	205255048	NatPhase Pending 25-May-2016 Granted	SHAVING SYSTEMS SHAVING SYSTEMS SHAVING SYSTEMS
0017-010 0017-010 0017-010	EP1 EP2	European Patent Convention European Patent Convention	PCT	13864593.2 19192461.2	25-Jul-2013 25-Jul-2013 20-Aug-2019	28-Oct-2015	EP 2934827	02-Oct-2019 Granted Pending	SHAVING SYSTEMS SHAVING SYSTEMS
0017-010 0017-010	KR1 US1	Korea, Republic of United States of America	PCT ORD	10-2015-7019568 13/802,614	25-Jul-2013 13-Mar-2013 US 2014-0165800 A1	19-Jun-2014	9,623,575	Pending 18-Apr-2017 Granted	SHAVING SYSTEMS SHAVING SYSTEMS
0017-010 0017-010	US2 US3	United States of America United States of America	CON	15/447,497 16/009,938	02-Mar-2017 US-2017-0173807-A1 15-Jun-2018 US-2018-0290321-A1	22-Jun-2017 11-Oct-2018	10,022,882 10,391,654	17-Jul-2018 Granted 27-Aug-2019 Granted	SHAVING SYSTEMS SHAVING SYSTEMS
0017-010 0017-010	US4 WO1	United States of America Patent Cooperation Treaty	CON ORD	16/510,301 PCT/US2013/052103	12-Jul-2019 25-Jul-2013 WO2014/099040	26-Jun-2014		Pending NatPhase	SHAVING SYSTEMS SHAVING SYSTEMS
0017-012 0017-012	US1 US2	United States of America United States of America	CON	14/661,048 15/455,507	18-Mar-2015 US-2015-0190936-A1 10-Mar-2017 US-2017-0182672-A1	09-Jul-2015 29-Jun-2017	9,630,331 10,328,587	25-Apr-2017 Granted 25-Jun-2019 Granted	SHAVING SYSTEMS SHAVING SYSTEMS
0017-012 0017-012 0017-013	US3 WO1 US1	United States of America Patent Cooperation Treaty United States of America	CON ORD CON	16/405,345 PCT/US2013/052107 14/948,688	07-May-2019 US-2019-0263010-A1 25-Jul-2013 WO 2014/051843 23-Nov-2015 US-2016-0075041-A1	29-Aug-2019 03-Apr-2014 17-Mar-2016		Published NatPhase Allowed	SHAVING SYSTEMS SHAVING SYSTEMS SHAVING SYSTEM
0017-013 0017-013 0017-013	US2 WO1	United States of America Patent Cooperation Treaty	CON	16/658,760 PCT/US14/43312	21-Oct-2019 20-Jun-2014 WO2014/209776	31-Dec-2014		Pending NatPhase	SHAVING SYSTEM SHAVING SYSTEM
0017-014 0017-014	CN1 EP1	China (People's Republic) European Patent Convention	PUM	2014900012341 14870434.9	11-Nov-2014 11-Nov-2014 3079863	19-Oct-2016	206216751	06-Jun-2017 Granted Published	MULTI-MATERIAL PIVOT RETURN FOR SHAVING SYSTEMS MULTI-MATERIAL PIVOT RETURN FOR SHAVING SYSTEMS
0017-014 0017-014	KR1 US2	Korea, Republic of United States of America	PCT DIV	10-2016-7017834 15/270,273	11-Nov-2014 20-Sep-2016 US-2017-0008182-A1	12-Jan-2017		Pending Allowed	MULTI-MATERIAL PIVOT RETURN FOR SHAVING SYSTEMS MULTI-MATERIAL PIVOT RETURN FOR SHAVING SYSTEMS
0017-014 0017-014	WO1	United States of America Patent Cooperation Treaty	ORD	16/661,195 PCT/US2014/065074	23-Oct-2019 11-Nov-2014 WO2015/088691	18-Jun-2015		Pending NatPhase	MULTI-MATERIAL PIVOT RETURN FOR SHAVING SYSTEMS MULTI-MATERIAL PIVOT RETURN FOR SHAVING SYSTEMS
0017-015 0017-015 0017-015	CN1 DE1 EP1	China (People's Republic) Germany European Patent Convention	PUM EPP	2014900012337 14870506.4 14870506.4	11-Nov-2014 11-Nov-2014 3079864 11-Nov-2014 3079864	19-Oct-2016 19-Oct-2016	205989349 3079864 3079864	01-Mar-2017 Granted 23-May-2018 Granted 23-May-2018 Granted	SHAVING ASSEMBLY DISPENSER SHAVING ASSEMBLY DISPENSER SHAVING ASSEMBLY DISPENSER
0017-015 0017-015 0017-015	EP2 FR1	European Patent Convention France		17205015.5 14870506.4	01-Dec-2017 3338971 11-Nov-2014 3079864	27-Jun-2018 19-Oct-2016	3079864	Published 23-May-2018 Granted	SHAVING ASSEMBLY DISPENSER SHAVING ASSEMBLY DISPENSER
0017-015 0017-015	GB1 GR1	United Kingdom Greece	EPP EPP	14870506.4 14870506.4	11-Nov-2014 3079864 11-Nov-2014 3079864	19-Oct-2016 19-Oct-2016	3079864 3079864	23-May-2018 Granted 23-May-2018 Granted	SHAVING ASSEMBLY DISPENSER SHAVING ASSEMBLY DISPENSER
0017-015 0017-015	IT1 KR1	Italy Korea, Republic of	EPP PCT	502018000022353 10-2016-7017835	11-Nov-2014 3079864 11-Nov-2014			23-May-2018 Granted Pending	SHAVING ASSEMBLY DISPENSER SHAVING ASSEMBLY DISPENSER
0017-015 0017-015	WO1	United States of America Patent Cooperation Treaty	ORD	14/101,163 PCT/US2014/065076		11-Jun-2015 18-Jun-2015	9,326,580	03-May-2016 Granted NatPhase	SHAVING ASSEMBLY DISPENSER SHAVING ASSEMBLY DISPENSER PAZZO ANTENDE DISPENSER
0017-016 0017-016 0017-016	BR1 CN1 EP1	Brazil China (People's Republic) European Patent Convention	PCT PUM PCT	1120160246969 2015900004655 15783488.8	22-Apr-2015 22-Apr-2015 206510078(U) 22-Apr-2015 3134235	22-Sep-2017 01-Mar-2017	206510078(U)	Pending 22-Sep-2017 Granted Published	RAZOR CARTRIDGE GUARDS RAZOR CARTRIDGE GUARDS RAZOR CARTRIDGE GUARDS
0017-016 0017-016 0017-016	KR1 US1	Korea, Republic of United States of America	PCT CON	10-2016-7032809 15/331,058	22-Apr-2015 22-Apr-2015 21-Oct-2016 US-2017-0043491-A1	16-Feb-2017		Pending Published	RAZOR CARTRIDGE GUARDS RAZOR CARTRIDGE GUARDS
0017-016 0017-017	WO1 D01	Patent Cooperation Treaty Korea, Republic of	ORD DES	PCT/US2015/27103 30-2014-0004874	22-Apr-2015 WO2015/164509 28-Jan-2014	29-Oct-2015	30-0789430	NatPhase 17-Mar-2015 Granted	RAZOR CARTRIDGE GUARDS RAZOR
0017-017 0017-018	US1 WO1	United States of America Patent Cooperation Treaty	PDS ORD	29/462,008 PCT/US2018/036668	30-Jul-2013 08-Jun-2018 WO 2019/018080 A2	24-Jan-2019	D729,452	12-May-2015 Granted Published	RAZOR SHAVING SYSTEMS
0017-019 0017-019	WO1	United States of America Patent Cooperation Treaty	PCT ORD	15/120,222 PCT/US2015/20538	19-Aug-2016 US-2017-0080585-A1 13-Mar-2015 WO2015/142663	23-Mar-2017 24-Sep-2015	D754 440	Published NatPhase	METAL SPRING RETURN METAL SPRING RETURN
0017-021 0017-022 0017-022	US1 CN1 DE1	United States of America China (People's Republic) Germany	PDS PCT PCT	29/475,973 201380050129.7 11 2013 003 650.9	09-Dec-2013 25-Jul-2013 CN104661798A 25-Jul-2013 11 2013 003 650.9	27-May-2015 16-Apr-2015	D751,419 104661798	15-Mar-2016 Granted 29-Jun-2016 Granted Published	SHAVING CARTRIDGE DISPENSER PIVOTING RAZORS PIVOTING RAZORS
0017-022 0017-022 0017-022	KR1 US1	Korea, Republic of United States of America	PCT ORD	10-2015-7004929 13/929,644	25-Jul-2013 27-Jun-2013 US-2014-0026726A1		9.283.685	Pending 15-Mar-2016 Granted	PIVOTING RAZORS PIVOTING RAZORS
0017-022 0017-022	US2 US3	United States of America United States of America	CON	15/044,028 15/805,486	15-Feb-2016 US-2016-0158950-A1 07-Nov-2017 US-2018-0071933-A1	09-Jun-2016 15-Mar-2018	9,844,887 10,272,580	19-Dec-2017 Granted 30-Apr-2019 Granted	PIVOTING RAZORS PIVOTING RAZORS
0017-022 0017-022	US4 WO1	United States of America Patent Cooperation Treaty	ORD	16/356,227 PCT/US2013/052111	18-Mar-2019 US-2019-0210234-A1 25-Jul-2013 WO 2014/018783	11-Jul-2019 30-Jan-2014		Published NatPhase	PIVOTING RAZORS PIVOTING RAZORS
0017-025 0017-026 0017-027	US1 US1 US1	United States of America United States of America United States of America	PDS PDS PDS	29/475,974 29/462,012 29/462,015	09-Dec-2013 30-Jul-2013 30-Jul-2013		D731,709 D729,453 D729,454	09-Jun-2015 Granted 12-May-2015 Granted 12-May-2015 Granted	RAZOR RAZOR RAZOR
0017-027 0017-035 0017-036	EM1 D01	European Community United States of America	ID DES	2393280 29/489,011	28-Jan-2014 25-Apr-2014		2393280 D744,165	28-Jan-2014 Granted 24-Nov-2015 Licensed	RAZOR SHAVING CARTRIDGE BLADE CLIPS
0017-036 0017-037	EM1 D01	European Community United States of America	ID DES	002557918 29/489,019	15-Oct-2014 25-Apr-2014		002557918-001 D731,708	03-Feb-2015 Licensed 09-Jun-2015 Granted	SHAVING CARTRIDGE BLADE CLIPS SHAVING CARTRIDGE CURVILINEAR FINS
0017-038 0017-038	US1 US2	United States of America United States of America	CON	15/405,215 15/687,066	12-Jan-2017 US-2017-0119126-A1 25-Aug-2017 US-2017-0347768-A1	04-May-2017 07-Dec-2017		Allowed Allowed	SHAVING ASSEMBLY DISPENSER SHAVING ASSEMBLY DISPENSER
0017-038 0017-039	WO1 D01	Patent Cooperation Treaty United States of America	ORD DES	PCT/US2015/39278 29/497,152	07-Jul-2015 WO2016/014235 21-Jul-2014	28-Jan-2016	D745,828	NatPhase 22-Dec-2015 Granted	SHAVING ASSEMBLY DISPENSER SHAVING RAZOR CARTRIDGE CONTAINER
0017-040 0017-041 0017-042	US1 D01 US1	United States of America United States of America United States of America	ORD DES ORD	14/811,529 29/498,283 14/811,539	28-Jul-2015 01-Aug-2014 28-Jul-2015		10,104,950 D728,963 9,730,500	23-Oct-2018 Granted 12-May-2015 Granted 15-Aug-2017 Granted	SHAVING RAZOR STAND SHAVING RAZOR STAND SHAVING RAZOR STAND
0017-042 0017-043 0017-044	D01 US1	United States of America United States of America United States of America	DES PCT	29/498,289 15/510,410	01-Aug-2014 10-Mar-2017 US-2017-0280849-A1	05-Oct-2017	D720154 10,085,539	30-Dec-2014 Granted 02-Oct-2018 Granted	SHAVING RAZOR STAND SHAVING RAZOR STAND SHAVING RAZOR TRAY
0017-044 0017-044	US2 WO1	United States of America Patent Cooperation Treaty	CON ORD	16/115,157 PCT/US2015/44996	28-Aug-2018 US-2018-0360187-A1 13-Aug-2015 WO2016/039927	20-Dec-2018 17-Mar-2016	10,349,719	16-Jul-2019 Granted NatPhase	SHAVING RAZOR TRAY SHAVING RAZOR TRAY
0017-045 0017-046	D01 D01	United States of America United States of America	DES DES	29/502,246 29/502,178	12-Sep-2014 12-Sep-2014		D778,042 D745,775	07-Feb-2017 Granted 22-Dec-2015 Granted	SHAVING RAZOR TRAVEL TRAY SHAVING RAZOR STORAGE CASE
0017-049 0017-049	CN1 EP1	China (People's Republic) European Patent Convention		2015900009536 15840888.0	13-Mar-2017 01-Mar-2017 3191266	19-Jul-2017	CN 207014413 U	16-Feb-2018 Granted Published	SHAVING RAZOR ACCESSORY SHAVING RAZOR ACCESSORY SHAVING RAZOR ACCESSORY
0017-049 0017-049 0017-049	KR1 US1 US2	Korea, Republic of United States of America United States of America	PCT PCT DIV	10-2017-7009825 15/510,436 16/547,170	11-Apr-2017 10-Mar-2017 US-2017-0282391-A1 21-Aug-2019	05-Oct-2017		Pending INST./ABN Pending	SHAVING RAZOR ACCESSORY SHAVING RAZOR ACCESSORY SHAVING RAZOR ACCESSORY
0017-049 0017-049 0017-050	WO1 BR1	Patent Cooperation Treaty Brazil	ORD PCT	PCT/US2015/49298 112017000281.7	10-Sep-2015 WO2016/040549 30-Jun-2015	17-Mar-2016		NatPhase Pending	SHAVING RAZOR ACCESSORY RAZOR CARTRIDGES
0017-050 0017-050	CN1 DE1	China (People's Republic) Germany	PCT EPP	2015900008285	25-Jan-2017 30-Jun-2015 3166761	17-May-2017		08-May-2018 Granted 10-Apr-2019 Granted	RAZOR CARTRIDGES RAZOR CARTRIDGES
0017-050 0017-050	EP1 EP2	European Patent Convention European Patent Convention	DIV	15818337.6 19162503.7	30-Jun-2015 3166761 13-Mar-2019 3513921	17-May-2017 24-Jul-2019	EP 3166761	10-Apr-2019 Granted Published	RAZOR CARTRIDGES RAZOR CARTRIDGES
0017-050 0017-050 0017-050	FR1 GB1 GR1	France United Kingdom Greece	EPP EPP EPP	15818337.6 15818337.6 15818337.6	30-Jun-2015 3166761 30-Jun-2015 3166761 30-Jun-2015 3166761	17-May-2017 17-May-2017 17-May-2017	EP 3166761	10-Apr-2019 Granted 10-Apr-2019 Granted 10-Apr-2019 Granted	RAZOR CARTRIDGES TRADEMARK
0017-050	IT1	Italy	EPP	502019000043989	30-Jun-2015 3166761	17-May-2017 17-May-2017			006906 FRAME: 0618
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0017-050	KR1	Korea, Republic of	PCT	10-2017-7003880	10-Feb-2017				Pending	RAZOR CARTRIDGES
0017-050	US1	United States of America	PCT	15/324,245	05-Jan-2017 US-2017-0203451-A1	20-Jul-2017			Published	RAZOR CARTRIDGES
0017-050	WO1	Patent Cooperation Treaty	ORD	PCT/US2015/38543	30-Jun-2015 WO2016/007329	14-Jan-2016			NatPhase	RAZOR CARTRIDGES
0017-051	D01	United States of America	DES	29/502,245	12-Sep-2014		D771,502	15-Nov-2016	Granted	SHAVING RAZOR TRAY
0017-052	EM1	European Community	ID	2477356	05-Jun-2014		2477356	05-Jun-2014	Granted	RAZORS AND SHAVING CARTRIDGE DISPENSER
0017-053	CN1	China (People's Republic)	PUM	2015900008622	17-Feb-2017		CN 207495560 U	15-Jun-2018	Granted	RAZOR CARTRIDGES
0017-053	EP1	European Patent Convention	PCT	15833426.8	03-Feb-2017 3194127	26-Jul-2017			Allowed	RAZOR CARTRIDGES
0017-053	KR1	Korea, Republic of	PCT	10-2017-7004134	14-Feb-2017				Pending	RAZOR CARTRIDGES
0017-053	US1	United States of America	PCT	15/501,266	02-Feb-2017 US-2017-0217033-A1	03-Aug-2017			Published	RAZOR CARTRIDGES WITH LUBRICATING STRIPS
0017-053	WO1	Patent Cooperation Treaty	ORD	PCT/US2015/44670	11-Aug-2015 WO2016/028550	25-Feb-2016			NatPhase	RAZOR CARTRIDGES
0017-054	PP1	United States of America	REX	IPR2016-00699	10-Mar-2016				Pending	GILLETTE INTER PARTES REVIEW
0017-055	WO1	Patent Cooperation Treaty	ORD	PCT/US18/39426	26-Jun-2018 WO 2019/018104	24-Jan-2019			Published	SHAVING SYSTEMS
0017-056	D01	United States of America	PDS	29/656,459	12-Jul-2018				Allowed	RAZOR CARTRIDGE
0017-064	D01	United States of America	PDS	29/656,463	12-Jul-2018				Pending	RAZOR CARTRIDGE
0017-065	D01	United States of America	PDS	29/656,466	12-Jul-2018				Allowed	RAZOR CARTRIDGE

## EXHIBIT B UCC-1 Financing Statement

### Real Property and the Record Owner

Address as of the date of this Security Agreement is:

6301 Gaston Avenue, Suite 360, Dallas, Texas 75214 in Dallas County, Texas.

Record Owner as of the date of filing this UCC-1 Financing Statement is:

Caddo Lakewood II LP

EXHIBIT B TO SECURITY AGREEMENT

PAGE 1

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#### SECURITY AGREEMENT

# ARTICLE I GENERAL SECURITY AGREEMENT

This Security Agreement is made and entered into as of November \_\_\_\_\_\_\_, 2019 by and between **ShaveLogic**, **Inc.**, a Texas Corporation, hereinafter referred to as "Debtor", and **Mark C. Holland**, hereinafter referred to as "Secured Party". The parties hereby agree as follows:

For value received, as security for the Obligations (defined below), the Debtor hereby pledges and grants to the Secured Party a continuing security interest in and to the assets of Debtor, hereinafter referred to as the "Collateral", more fully described on <a href="Exhibit A">Exhibit A</a>, "Collateral Description", attached hereto and incorporated herein by reference.

The Collateral shall secure the following, referred to herein as the "Obligations": (i) all indebtedness, obligations and liabilities of Debtor to Secured Party of any kind or character, now existing or hereafter arising, including any future advances, whether direct, indirect, related, unrelated, fixed, contingent, liquidated, unliquidated, joint, several or joint and several, including without limitation all indebtedness, obligations and liabilities of Debtor to Secured Party now existing or hereafter arising by note, draft, acceptance, guaranty, endorsement, letter of credit, assignment, purchase, overdraft, discount, indemnity agreement or otherwise, including, without limitation that one certain Secured Promissory Note (the "Note") of even date herewith in the original principal amount of \$500,000 executed by Debtor and payable to the order of Secured Party, (ii) all accrued but unpaid interest on any of the indebtedness described in (i) above, (iii) all obligations of Debtor to Secured Party under any documents evidencing, securing, governing and/or pertaining to all or any part of the indebtedness described in (i) and (ii) above, (iv) all costs and expenses incurred by Secured Party in connection with the collection and administration of all or any part of the indebtedness and obligations described in (i), (ii) and (iii) above or the protection or preservation of, or realization upon, the collateral securing all or any part of such indebtedness and obligations, including without limitation all reasonable attorneys' fees, and (v) all renewals, extensions, modifications and rearrangements of the indebtedness and obligations described in (i), (ii), (iii) and (iv) above.

### ARTICLE II GENERAL COVENANTS

Debtor warrants, agrees and covenants:

This Security Agreement is provided by Debtor to Secured Party pursuant to the terms of that certain Loan Agreement (the "Loan Agreement") of even date herewith between Secured Party, as Lender therein, and Debtor, as Borrower, therein, and is one of the Loan Documents as defined in the Loan Agreement and the Note is evidence of the Loan as defined in the Loan Agreement.

The Collateral is to be held in the possession of the Debtor, and Debtor shall hold all such Collateral for the benefit of Secured Party according to the terms hereof.

PAGE 1

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This security interest will attach to the Collateral from the date of execution hereof until payment in full of the Obligations. Debtor acknowledges Secured Party shall be entitled to file a UCC-1 Financing Statement or such other instrument as may be determined by Secured Party to perfect Secured Party's security interest in the Collateral.

All words and phrases used herein which are expressly defined in Section 1.201 or Chapter 9 of the Code (defined below) shall have the meaning provided for therein. Other words and phrases defined elsewhere in the Code shall have the meaning specified therein except to the extent such meaning is inconsistent with a definition in Section 1.201 or Chapter 9 of the Code. The term "Code" shall mean the Uniform Commercial Code as in effect in the State of Texas or of any other state having jurisdiction with respect to any of the rights and remedies of Secured Party on the date of this Security Agreement or as it may hereafter be amended from time to time.

Debtor's state of organization is the State of Texas, and Debtor's name, as shown in its public organic record, as amended, is exactly as set forth above. Debtor's place of business or chief executive office is located at, and Debtor's records concerning the Collateral are located at 6301 Gaston Ave., Suite 360, Dallas, Texas 75214, in Dallas County, Texas.

The Collateral was not acquired and will not be held primarily for personal, family, or household purposes.

The security interest granted in this Security Agreement will neither affect nor be affected by any other security for any of the Obligations. Neither extensions of any of the Obligations nor releases of any of the Collateral will affect the priority or validity of the security interest granted in this Security Agreement.

The Debtor waives and surrenders to Secured Party (a) Debtor's power to authorize anyone (other than Secured Party or the Debtor) to pay ad valorem taxes on the Collateral and (b) Debtor's power to authorize a taxing entity to transfer its tax lien on the Collateral to anyone other than Secured Party. Debtor agrees and declares that any authorization from Debtor to another (other than Secured Party) to pay the taxes and transfer a tax lien on the Collateral is void.

# ARTICLE III TITLE TO AND MAINTENANCE OF COLLATERAL

Debtor warrants, covenants, and agrees:

1. Title. The Debtor has, or on acquisition will have, except for the existing liens or security interests granted to prior lenders and any purchase money security interests granted to vendors or suppliers of Debtor for inventory and equipment used in the operations of the business of Debtor, (a "Purchase Money Security Interest"), full title to the Collateral, and the Debtor will, at the Debtor's cost and expense, defend any action, which may affect the Secured Party's security interest in or to any of the Collateral, subject to the existing perfected liens or security interests, including future purchase money security interests, if any, in, or the Debtor's title to, the Collateral. So long as Secured Party has a perfected security interest in the Collateral, Debtor shall not ever claim or allege or support any other person's or entity's claim or allegation that any person or entity has a perfected security interest for an indebtedness incurred after the date of this Security Agreement, which is prior or superior to the perfected security interest of Secured Party, except

arising from or related to a Purchase Money Security Interest.

- 2. <u>Sale, Lease, or Disposition of Collateral</u>. Except in the ordinary course of Debtor's business, Debtor will not, without the prior written consent of the Secured Party, sell, contract to sell, encumber, assign, convey or dispose of the Collateral or any interest therein until this Security Agreement and all debts secured hereby, including the Obligations, have been fully satisfied.
- 3. <u>Pledge of Collateral</u>. Debtor shall not pledge or grant a security interest in the Collateral as security for any other indebtedness or obligation superior to Secured Party, without the prior written consent of Secured Party, except arising from or related to a Purchase Money Security Interest.
- 4. <u>Taxes and Liens</u>. Debtor shall pay all taxes, which are lawfully due, lawful claims or other indebtedness as same become due, which might result in a lien against the Collateral.
- 5. <u>Possession and Protection of the Collateral</u>. Debtor shall keep the Collateral in Debtor's possession and ownership except as otherwise expressly provided in this Security Agreement; maintain the Collateral in good condition; and protect the Collateral against waste, except for ordinary wear and tear.

#### ARTICLE IV DUTIES OF DEBTOR

- 1. Payment. The Debtor will pay the Obligations secured by this Security Agreement, any renewal or extension of it, and any other indebtedness secured by it in accordance with its terms and provisions and will repay immediately all sums expended by the Secured Party in accordance with the terms and provisions of this Security Agreement and the other Loan Documents.
- 2. <u>Change of Residence or Place of Business</u>. The Debtor will promptly notify the Secured Party in advance of any change of the Debtor's name, chief place of business or mailing address, or the place where the Collateral or the records concerning accounts, other contract rights or any other Collateral are kept, and promptly notify the Secured Party of any material change in the Collateral.
- Agreement and the Obligations secured hereby, time shall be of the essence. The Secured Party's acceptance of partial or delinquent payments, or the failure of the Secured Party to exercise any right or remedy shall not be a waiver of any obligation of the Debtor or right of the Secured Party or constitute a waiver of any other similar default subsequently occurring.
- 4. Insurance. Upon the commencement of commercial product production by the Debtor, the Debtor shall insure the Collateral in accordance with Secured Party's reasonable requirements, or if Secured Party does not provide any requirements, in accordance with commercially reasonable practices and business judgment, regarding choice of carrier, risks insured against, and amount of coverage. Policies must be written in favor of the Debtor, and, upon the written request of Secured Party, be endorsed to name Secured Party, along with all senior

secured creditors of Debtor, as an additional insured or as otherwise directed in writing by Secured Party, and provide that Secured Party will receive at least ten (10) days' notice before cancellation. In addition, the Debtor shall maintain other commercially reasonable insurance, such as property and casualty, commercial general liability, business interruption, product liability, and worker's compensation insurance. Upon the written request of Secured Party, Debtor shall provide copies of the policies or evidence of insurance to Secured Party. The Debtor assumes all risk of loss to the Collateral.

#### ARTICLE V DEFAULT

- 1. <u>Default Defined</u>. The Debtor shall be in default under this Security Agreement if any of the following events or conditions occurs after the date of this Security Agreement:
  - (a) Default in the payment or performance of the Obligations or any part thereof and the expiration of any grace or cure period applied thereto or default in the performance of any obligation of Debtor under this Security Agreement;
  - (b) Any warranty, representation, or statement made or furnished to the Secured Party by or on behalf of the Debtor through this Security Agreement, the Obligations or otherwise proves to have been false in any material respect when made or furnished or Debtor fails to comply with any covenants provided in any part of the Obligations;
  - (c) Other than in the ordinary course of Debtor's business, the sale, pledge or encumbrance superior to Secured Party, to or of any of the Collateral, or the making of any levy, seizure, or attachment thereof or thereon without the consent of Secured Party;
  - (d) The dissolution, termination of existence, insolvency or business failure of the Debtor; the appointment of a receiver of all or any part of the property of the Debtor; an assignment for the benefit of creditors by the Debtor; or the commencement of any proceeding under any bankruptcy or insolvency laws by or against the Debtor which results in the entry of an order for relief or which remains undismissed, undischarged or unbonded for a period of sixty (60) days or more;
  - (e) Any event that results in the acceleration of the maturity of the Debtor's indebtedness to other third parties under any indenture, agreement, or undertaking;
  - (f) The Collateral or any portion thereof is taken on execution or other process of law in any action against Debtor;
    - (g) Debtor abandons the Collateral or any portion thereof;
  - (h) The loss, theft, substantial damage, destruction or sale (other than in the ordinary course of the Borrower's business) of any material portion of the Borrower's assets, including without limitation, the Collateral;

- (i) The holder of any lien or security interest on any of the assets of Debtor, including without limitation, the Collateral (without hereby implying the consent of Secured Party to the existence or creation of any such lien or security interest on the Collateral), declares a default thereunder or institutes foreclosure or other proceedings for the enforcement of its remedies thereunder:
- (j) Secured Party shall receive at any time following the execution of this Security Agreement a search report indicating that Secured Party's security interest is not prior to all other security interests or other interests for indebtedness, other than a Purchase Money Security Interest, incurred after the date of this Security Agreement reflected in the report; or
- (k) The occurrence of an event of default under any of the other Loan Documents.

#### ARTICLE VI REMEDIES

- 1. Acceleration. On the occurrence of any such event of default, and at any time thereafter, the Secured Party may declare any or all Obligations secured immediately due and payable and may proceed to enforce payment of the same and exercise any and all of the rights and remedies either at law or in equity possessed by the Secured Party. Secured Party's enforcement of one remedy shall not preclude enforcement of any other remedy at law or in equity. The Secured Party may, at its discretion, and without limiting any other remedies specified herein or available at law, proceed to litigation.
- Transfer of Collateral. If an event a default has occurred, the right is expressly granted to Secured Party, at its discretion, subject to the secured interests of the existing secured lenders, to transfer to or register in the name of Secured Party or its nominee(s), any or all of the Collateral, and whether or not so transferred or registered, to receive the income and dividends, including stock dividends and rights to subscribe, and to hold the same as part of the Collateral and/or apply the same as hereinafter provided; to exchange any or all of the Collateral in the possession of Secured Party (or its agreed representative) for other property upon the reorganization, recapitalization or other readjustment of the Debtor and in connection therewith to deposit any or all of such Collateral with any committee or depositary upon such terms as Secured Party may determine; to vote security interests that are or become Collateral; and to exercise or cause its nominec(s) to exercise all or any powers with respect to the Collateral with the same force and effect as an absolute owner thereof. At its discretion, subject to the secured interests of the existing secured lenders. Secured Party may, if any of the accounts receivable included in the Collateral are past due, in its name or in the name of the Debtor or otherwise, notify any account debtor or the obligor on any instrument to make payment to Secured Party, demand, sue for, collect or receive any money or property at any time payable or receivable on account of or in exchange for, or make any compromise or settlement deemed desirable by Secured Party with respect to, any of the Collateral, but shall be under no obligation to do so, and/or Secured Party may extend the time of payment, arrange for payment in installments, or otherwise modify the terms of, or release any of the Collateral, without thereby incurring responsibility to, or discharging or otherwise affecting any liability of, the Debtor. Secured Party, at its election and according to the terms of the lease for the business address of Debtor, receive all rights to operate the business of

Debtor from the business address to dispose of the Collateral in the normal course of business.

- 3. Remedies on Default. If any one or more of the above events of default shall occur, Secured Party may, at any time, thereafter, declare any or all of the Debtor's Obligations immediately due and payable, without notice to or demand upon the Debtor. In such event, Secured Party shall have the following rights and remedies, all of which shall be cumulative and not exclusive, and shall be in addition to all other rights and remedies of a Secured Party under the Code or other applicable statute or rule in any jurisdiction in which enforcement is sought, subject to the secured interests of the existing secured lenders:
  - Collateral. Secured Party may, at any time and from time to time, with or without process of law or the aid and assistance of others, enter upon any premises in which all or any part of the Collateral is located and take possession of the Collateral, without the Debtor's resistance or interference: dispose of all or any part of the Collateral on any premises of the Debtor; require the Debtor to assemble and make available to Secured Party all or any part of the Collateral at any place and time designated by Secured Party which is reasonably convenient to Secured Party and the Debtor; remove all or any part of the Collateral from any premises on which any part thereof is located for the purpose of effecting sale or other disposition thereof; sell, resell, lease, assign and deliver, or otherwise dispose of, the Collateral or any part thereof in its existing condition or following any commercially reasonable preparation or processing, at public or private proceedings, in one or more parcels at the same or different times with or without having the Collateral at the place of sale or other disposition, for cash, upon credit or for future delivery, and in connection therewith Secured Party may grant options, at such place or places and time or times and to such persons or entities as Secured Party deems best, in Secured Party's sole discretion, and without demand for performance or any notice or advertisement whatsoever, except that where an applicable statute requires reasonable notice of sale or other disposition, in which event the Debtor hereby agrees that five days' notice by ordinary mail, postage prepaid, to any address of the Debtor as provided herein of the place and time of any public sale or of the place and time after which any private sale or other disposition may be made, shall be deemed reasonable notice of such sale or other disposition; and liquidate or dispose of the Collateral or any part thereof in any other commercially reasonable manner.

If Secured Party sells any of the Collateral upon credit or for future delivery, it shall not be liable for the failure of the purchaser to purchase or pay for the same and, in the event of any such failure, Secured Party may resell such Collateral. The Debtor hereby waives all equity and right of redemption. Secured Party may buy any part or all of the Collateral at any public sale and if any part or all of the Collateral is of a type customarily sold in a recognized market or is of a type which is the subject of widely distributed standard price quotations Secured Party may buy at private sale, all free from any equity or right of redemption which is hereby waived and released by the Debtor, and Secured Party may make payment therefor (by endorsement without recourse) in notes of the Debtor payable to the order of Secured Party in lieu of cash to the amount then due thereon which endorsed notes the Debtor hereby agrees to accept. In addition, if Secured Party purchases any of the Collateral being sold, Secured Party may pay for the Collateral by crediting the purchase price against the Obligations.

Secured Party may apply the cash proceeds actually received from any sale or other disposition to the reasonable expenses of retaking, holding, preparing for sale, selling, leasing and the like, to reasonable attorney's fees if this Security Agreement or any of the Obligations is referred to an attorney for enforcement, to all legal expenses, court costs, collection charges, travel and other expenses which may be incurred by Secured Party in attempting to collect the Obligations or to enforce this Security Agreement and realize upon the Collateral, or in the prosecution or defense of any action or proceeding related to the subject matter of this Security Agreement; then to Secured Party's costs relating to the making of loans (and not making loans when requested to do so), and then to the Obligations in such order and as to principal or interest as Secured Party may desire in its sole discretion; and the Debtor shall at all times be and remain liable and, after crediting the net proceeds of sale or other disposition as aforesaid, will pay Secured Party on demand any deficiency remaining, including interest thereon and the balance of any expenses at any time unpaid, with any surplus to be paid to the Debtor, subject to any duty of Secured Party imposed by law to the holder of any subordinate security interest in the Collateral known to Secured Party.

The Debtor recognizes that Secured Party may be unable to effect a public sale of all or a part of the Collateral consisting of securities by reason of certain prohibitions contained in the Securities Act of 1933 or under the provisions of any applicable state securities laws, but may be compelled to resort to one or more private sales to a restricted group of purchasers who will be obliged to agree, among other things, to acquire such securities for its own account, for investment and not with a view to the distribution or resale thereof. The Debtor agrees that private sales so made may be at prices and other terms less favorable to the seller than if such securities were sold at public sales, and that Secured Party has no obligation to delay sale of any such securities for the period of time necessary to permit the issuer of such securities, even if such issuer would agree, to register such securities for public sale under the Securities Act of 1933 or under the provisions of any applicable state securities laws. The Debtor agrees that private sales made under the foregoing circumstances shall be deemed to have been made in a commercially reasonable manner.

- (b) <u>Bank deposits</u>, <u>balances</u>, <u>etc</u>. Secured Party may appropriate, set off and apply for the payment of any or all of the Obligations, any and all balances, sums, property, claims, credits, deposits, accounts, reserves, collections, drafts, notes, or other items or proceeds of the Collateral in or coming into the possession of Secured Party or its agents and belonging or owing to the Debtor, without notice to the Debtor, and in such manner as Secured Party may in its sole discretion determine, except where Secured Party has agreed to subordinate its interest.
- (c) <u>Proceeds</u>. Any of the proceeds of the Collateral received by the Debtor shall not be commingled with other property of the Debtor, but shall be segregated, held by the Debtor in trust for Secured Party as the exclusive property of Secured Party, and the Debtor will immediately deliver to Secured Party the identical checks, moneys or other proceeds of Collateral received, and Secured Party shall have the right to endorse the name of the Debtor on any and all checks, or other forms of remittance received, where such endorsement is required to effect collection. The Debtor hereby designates, constitutes and appoints Secured Party and any designee or agent of Secured Party as attorney-in-fact of

the Debtor, irrevocably and with power of substitution, with authority to receive, open and dispose of all mail addressed to the under signed, to notify the Post Office authorities to change the address for delivery of mail addressed to the Debtor, to such address as Secured Party may designate; to endorse the name of the Debtor on any notes, acceptances, checks, drafts, money orders or other evidences of payment or proceeds of the Collateral that may come into Secured Party' possession; to sign the name of the Debtor on any invoices, documents, drafts against account debtors of the Debtor, assignments, requests for verification of accounts and notices to debtors of the Debtor; to execute any endorsements, assignments, or other instruments of conveyance or transfer; and to do all other acts and things necessary and advisable in the sole discretion of Secured Party to carry out and enforce this Security Agreement or to dispose of or otherwise deal with the Collateral. All acts of said attorney or designee are hereby ratified and approved and said attorney or designee shall not be liable for any acts of commission or omission nor for any error of judgment or mistake of fact or law. This power of attorney being coupled with an interest is irrevocable while any of the Obligations shall remain unpaid.

- (d) Other Matters Regarding Exercise of Remedies. If Secured Party must comply with any applicable state or federal law requirements in connection with a disposition of the Collateral, such compliance will not be considered to adversely affect the commercial reasonableness of a sale of the Collateral. Secured Party may sell the Collateral without giving any warranties as to the Collateral. Secured Party may specifically disclaim any warranties of title or the like. This procedure will not be considered to adversely affect the commercial reasonableness of a sale of the Collateral. If the Collateral is sold after default, recitals in the bill of sale or other document or instrument of transfer, assignment or conveyance will be prima facie evidence of their truth and all prerequisites to the sale specified by this Security Agreement and by applicable law will be presumed to be satisfied. Secured Party may also notify obligors on any of the Collateral to pay Secured Party directly and enforce Debtor's rights against such obligors, or as Debtor's agent, make any endorsements in Debtor's name and on Debtor's behalf. Secured Party may exercise and enforce all rights, including voting rights, available to an owner of the Collateral, and transfer record ownership of any Collateral to Secured Party.
- 4. <u>Liability Disclaimer</u>. Under no circumstances whatsoever shall Secured Party be deemed to assume any responsibility for or obligation or duty with respect to any part or all of the Collateral, of any nature or kind whatsoever, or any matter or proceedings arising out of or relating thereto. Secured Party shall not be required to take any action of any kind to collect or protect any interest in the Collateral, including any action necessary to preserve its or the Debtor's rights against prior parties to any of the Collateral. Secured Party shall not be liable or responsible in any way for the safekeeping, care or custody of any of the Collateral, or for any loss or damage thereto, or for any diminution in the value thereof, or for any act or default of any agent or bailee of Secured Party or the Debtor, or of any carrier, forwarding agency or other person whomsoever, or for the collection of any proceeds, but the same shall be at the Debtor's sole risk at all times. Secured Party' prior recourse to any part of all of the Collateral shall not constitute a condition of any demand for payment of the Obligations or of any suit or other proceeding for the collection of the Obligations.

# ARTICLE VII MISCELLANEOUS PROVISIONS

- 1. Governing Law, Jurisdiction and Venue. This Security Agreement and the other Loan Documents shall be governed by and construed in accordance with the laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction. The parties agree to be subject to the personal jurisdiction of the courts of the State of Texas and the Federal courts in the Northern District of Texas Dallas Division, and that venue for any proceeding of any kind whatsoever, including mediation, arbitration or litigation, under or related to this Security Agreement is in Dallas County, Texas.
- 2. Parties Bound. This Security Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, and assigns where permitted by this Security Agreement. This Security Agreement binds, benefits, and may be enforced by the successors in interest of Secured Party and will bind all persons who become bound as debtors to this Security Agreement. The assignment of any part of the Obligations and Secured Party's delivery of any part of the Collateral will fully discharge Secured Party from responsibility for that part of the Collateral. If such an assignment is made, Debtor will render performance under this Security Agreement to the assignee, whether one or more. Debtor waives and will not assert against any assignee any claims, defenses, or setoffs that Debtor could assert against Secured Party except defenses that cannot be waived.
- 3. <u>Legal Construction</u>. In case any one or more of the provisions contained in this Security Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Security Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 4. <u>Amendments and Waivers</u>. This Security Agreement may not be amended or modified, nor may any of its terms be waived, except by written instruments signed by Debtor and Secured Party. Each waiver or consent under any provision hereof shall be effective only in the specific instances and for the purpose for which given.
- 5. <u>Prior Agreements Superseded.</u> This Security Agreement along with the Obligations constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.
- 6. <u>Notices</u>. Except as otherwise provided herein, all notices or other communications to or upon Secured Party or Debtor or any other party under this Security Agreement shall be duly given or made in writing and delivered or provided in the same manner and at the addresses as described in the Loan Agreement. Any notice is reasonable if it is mailed, postage prepaid, to the Debtor at Debtor's Mailing Address at least ten days before any public sale or ten days before the time when the Collateral may be otherwise disposed of without further notice to Debtor.
- 7. <u>Usury Savings Clause</u>. In no event shall interest contracted for, charged or received under any of the Obligations, plus any other charges in connection therewith which constitute interest, exceed the maximum interest permitted by applicable law. The amounts of such interest

or other charges previously paid to the holder of the Obligations in excess of the amounts permitted by applicable law shall be applied by the holder of the Obligations to reduce the principal of the indebtedness evidenced by the Obligations, or, at the option of the holder of the Obligations, be refunded. To the extent permitted by applicable law, determination of the legal maximum amount of interest shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the period of the full stated term of the Obligations and indebtedness, all interest at any time contracted for, charged or received from the Debtor in connection with the Loan and indebtedness evidenced thereby, so that the actual rate of interest on account of such indebtedness is uniform throughout the term thereof.

8. <u>Counterparts</u>. This Security Agreement may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute but one instrument. A facsimile, or electronic mail (.pdf), or electronically generated signature also will be deemed to constitute an original if properly executed.

[The remainder of this page is blank. The parties' signatures are on the following page(s).]

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

**DEBTOR**:

SHAVELOGIC, INC.

By: Aller Robert A. Wilson

Title: Chief Executive Officer

**SECURED PARTY:** 

MARK C. HOLLAND

#### EXHIBIT A

#### **Collateral Description**

The Collateral is described as follows, and all references to the term "Code" shall mean the Uniform Commercial Code as in effect in the State of Texas or of any other state having jurisdiction with respect to any of the rights and remedies of Secured Party on the date of this Security Agreement or as it may hereafter be amended from time to time:

All "accounts", as defined in the Code (including health-care-insurance receivables), together with any and all books of account, customer lists and other records relating in any way to the foregoing (including, without limitation, computer software, whether on tape, disk, card, strip, cartridge or any other form), and in any case where an account arises from the sale of goods, the interest of Debtor in such goods.

All "inventory" as defined in the Code, and all records relating in any way to the foregoing (including, without limitation, any computer software, whether on tape, disk, card, strip, cartridge or any other form).

All "equipment" as defined in the Code, of whatsoever kind and character now or hereafter possessed, held, acquired, leased or owned by Debtor and used or usable in Debtor's business, and in any event shall include, but shall not be limited to, all machinery, tools, computer software, office equipment, furniture, appliances, furnishings, fixtures, vehicles, motor vehicles, together with all replacements, accessories, additions, substitutions and accessions to all of the foregoing, and all manuals, instructions and records relating in any way to the foregoing (including, without limitation, any computer software, whether on tape, disk, card, strip, cartridge or any other form). To the extent that the foregoing property is located on, attached to, annexed to, related to, or used in connection with, or otherwise made a part of, and is or shall become fixtures upon, real property, such real property and the record owner thereof (if other than Debtor) is described on Exhibit B attached hereto and made a part hereof.

All "chattel paper" as defined in the Code, and all records relating in any way to the foregoing (including, without limitation, any computer software, whether on tape, disk, card, strip, cartridge or any other form).

All "instruments" as defined in the Code (including promissory notes), and all records relating in any way to the foregoing (including, without limitation, any computer software, whether on tape, disk, card, strip, cartridge or any other form).

All "investment property" as defined in the Code, and all records relating in any way to the foregoing (including, without limitation, any computer software, whether on tape, disk, card, strip, cartridge or any other form).

All "documents" as defined in the Code, and all records relating in any way to the foregoing (including, without limitation, any computer software, whether on tape, disk, card, strip, cartridge or any other form).

All "deposit accounts" as defined in the Code, and all records relating in any way to the foregoing (including, without limitation, any computer software, whether on tape, disk, card, strip, cartridge or any other form).

All "general intangibles" as defined in the Code, and all records relating in any way to the foregoing (including, without limitation, any computer software, whether on tape, disk, card, strip, cartridge or any other form), including all permits, regulatory approvals, copyrights, patents, trademarks, service marks, trade names, mask works, goodwill, licenses and all other intellectual property owned by Debtor or used in Debtor's business. The foregoing includes, without limitation all those copyrights, patents, trademarks, service marks or trade names shown on <u>Schedule 1</u> attached hereto.

All "supporting obligations" as defined in the Code, and all records relating in any way to the foregoing (including, without limitation, any computer software, whether on tape, disk, card, strip, cartridge or any other form).

All other assets of any kind whatsoever now or hereafter owned, existing, acquired, held, used, possessed or in the custody or control of Debtor or any of Debtor's agents, representatives, associates or correspondents on behalf of Debtor, and any and all additions, accessions, replacements, substitutions, and improvements, of or to any of the foregoing.

The term "Collateral", as used herein, shall also include all PRODUCTS and PROCEEDS of all of the foregoing (including without limitation, insurance payable by reason of loss or damage to the foregoing property) and any property, securities, guaranties or monies of Debtor which may at any time come into the possession of Secured Party. The designation of proceeds does not authorize Debtor to sell, transfer or otherwise convey any of the foregoing property except finished goods intended for sale in the ordinary course of Debtor's business or as otherwise provided herein.

# SCHEDULE 1 UCC-1 Financing Statement

## Collateral Description

See the attached two (2) pages

	ase Number 17-001	Sub Case BR1	Country Brazil	Case Type	Application No. 112014029388.0	Filing Date Publication No. 21-May-2013 112014029388.0	Publication Date 12-Feb-2019	Patent No.	Patent Date Status Published	Title MAGNETIC ATTACHMENT FOR SHAVING CARTRIDGE
00	17-001 17-001 17-001	CN1 CN2	China (People's Republic) China (People's Republic)	PCT DIV	2013800392054 2017100644835	21-May-2013 CN104582913A 04-Feb-2017 106826942	29-Apr-2015 13-Jun-2017	CN104582913 106826942 B	07-Dec-2016 Granted 26-Oct-2018 Granted	MAGNETIC ATTACHMENT FOR SHAVING CARTRIDGE MAGNETIC ATTACHMENT FOR SHAVING CARTRIDGE MAGNETIC ATTACHMENT FOR SHAVING CARTRIDGE
00	17-001 17-001	DE1 EP1	Germany European Patent Convention	EPP	13794165.4	2855106 21-May-2013 2855106	08-Apr-2015 08-Apr-2015	2855106 2855106	20-Feb-2019 Granted 20-Feb-2019 Granted	MAGNETIC ATTACHMENT FOR SHAVING CARTRIDGE MAGNETIC ATTACHMENT FOR SHAVING CARTRIDGE
00	17-001 17-001	ES1 FR1	Spain France	EPP EPP	13794165.4 13794165.4	21-May-2013 2855106 21-May-2013 2855106	08-Apr-2015 08-Apr-2015	2855106 2855106	20-Feb-2019 Granted 20-Feb-2019 Granted	MAGNETIC ATTACHMENT FOR SHAVING CARTRIDGE MAGNETIC ATTACHMENT FOR SHAVING CARTRIDGE
00	17-001 17-001	GB1 GR1	United Kingdom Greece	EPP EPP	13794165.4	21-May-2013 2855106 2855106	08-Apr-2015 08-Apr-2015	2855106 2855106	20-Feb-2019 Granted 20-Feb-2019 Granted	MAGNETIC ATTACHMENT FOR SHAVING CARTRIDGE MAGNETIC ATTACHMENT FOR SHAVING CARTRIDGE
00	17-001 17-001 17-001	IT1 KR1 PL1	Italy Korea, Republic of Poland	EPP PCT EPP	502019000031441 10-2014-7036222 13794165.4	21-May-2013 2855106 21-May-2013 21-May-2013 2855106	08-Apr-2015 08-Apr-2015	2855106 2855106	20-Feb-2019 Granted Pending 20-Feb-2019 Granted	MAGNETIC ATTACHMENT FOR SHAVING CARTRIDGE MAGNETIC ATTACHMENT FOR SHAVING CARTRIDGE MAGNETIC ATTACHMENT FOR SHAVING CARTRIDGE
00	17-001 17-001 17-001	US1 US2	United States of America United States of America	ORD CON	13/802,546 13/938,638	13-Mar-2013 US-2013-0312265 A1 10-Jul-2013 US-2013-0312272 A1	28-Nov-2013 28-Nov-2013	10,272,579 8,789,282	30-Apr-2019 Granted 29-Jul-2014 Granted	MAGNETIC ATTACHMENT FOR SHAVING CARTRIDGE MAGNETIC ATTACHMENT FOR SHAVING CARTRIDGE MAGNETIC ATTACHMENT FOR SHAVING CARTRIDGE
00	17-001 17-001	US3 US5	United States of America United States of America	CON	14/270,792 16/251,874	06-May-2014 US-2014-0237830-A1 18-Jan-2019 US-2019-0152080-A1	28-Aug-2014 23-May-2019	10,350,774	16-Jul-2019 Granted Published	MAGNETIC ATTACHMENT FOR SHAVING CARTRIDGE MAGNETIC ATTACHMENT FOR SHAVING CARTRIDGE
00	17-001 17-006	WO1 CN1	Patent Cooperation Treaty China (People's Republic)	ORD PCT	201390001017.8	21-May-2013 WO 2013/177171 18-Oct-2013	28-Nov-2013	205043826	NatPhase 24-Feb-2016 Granted	MAGNETIC ATTACHMENT FOR SHAVING CARTRIDGE DEDICATED ATTACHMENT SYSTEMS FOR CONSUMER PRODUCTS
00	17-006 17-006	EP1 KR1	European Patent Convention Korea, Republic of	PCT PCT	13849856.3 10-2015-7013345	18-Oct-2013 2911837 18-Oct-2013	02-Sep-2015		Published Pending	DEDICATED ATTACHMENT SYSTEMS FOR CONSUMER PRODUCTS DEDICATED ATTACHMENT SYSTEMS FOR CONSUMER PRODUCTS
00	17-006 17-006 17-006	US2 US3 US4	United States of America United States of America United States of America	CON CON	15/094,108 15/611,652 15/877,417	08-Apr-2016 US-2016-0221201-A1 01-Jun-2017 US-2017-0266828-A1 23-Jan-2018 US-2018-0141226-A1	04-Aug-2016 21-Sep-2017 24-May-2018	9,669,555 10,035,276 10,293,504	06-Jun-2017 Granted 31-Jul-2018 Granted 21-May-2019 Granted	DEDICATED ATTACHMENT SYSTEMS FOR CONSUMER PRODUCTS DEDICATED ATTACHMENT SYSTEMS FOR CONSUMER PRODUCTS DEDICATED ATTACHMENT SYSTEMS FOR CONSUMER PRODUCTS
00	17-006 17-006	US5 WO1	United States of America Patent Cooperation Treaty	CON ORD	16/378,642 PCT/US2013/065755	09-Apr-2019 US-2019-0232511-A1 18-Oct-2013 WO 2014/066183	01-Aug-2019 01-May-2014	10,235,504	Published NatPhase	DEDICATED ATTACHMENT SYSTEMS FOR CONSUMER PRODUCTS DEDICATED ATTACHMENT SYSTEMS FOR CONSUMER PRODUCTS
00	17-007 17-007	BR1 CN1	Brazil China (People's Republic)	PCT PCT	1120150068464 201390000912.8	25-Jul-2013 25-Jul-2013		CN205033249U	Pending 17-Feb-2016 Granted	SHAVING SYSTEMS SHAVING SYSTEMS
00	17-007 17-007	DE1 EP1	Germany European Patent Convention		13840539.4	2900437 25-Jul-2013 2900437	05-Aug-2015 05-Aug-2015	2900437 2900437	31-Oct-2018 Granted 31-Oct-2018 Granted	SHAVING SYSTEMS SHAVING SYSTEMS
00	17-007 17-007	FR1	European Patent Convention France	EPP	18195160.9	18-Sep-2018 3434429 2900437	30-Jan-2019 05-Aug-2015		Published 31-Oct-2018 Granted	SHAVING SYSTEMS SHAVING SYSTEMS
00	17-007 17-007 17-007	GB1 GR1 IN1	United Kingdom Greece India	EPP EPP PCT	3232/DELNP/2015	2900437 2900437 25-Jul-2013 3232/DELNP/2015 A	05-Aug-2015 05-Aug-2015 02-Oct-2015	2900437 2900437	31-Oct-2018 Granted 31-Oct-2018 Granted Published	SHAVING SYSTEMS SHAVING SYSTEMS SHAVING SYSTEMS
00	17-007 17-007	IT1 KB1	Italy Korea, Republic of	EPP PCT	502019000004939 10-2015-7009916	2900437 25-Jul-2013	05-Aug-2015	2900437	31-Oct-2018 Granted Pending	SHAVING SYSTEMS SHAVING SYSTEMS
00	17-007 17-007	US1 US2	United States of America United States of America	ORD CON	13/929,340 15/298,457	27-Jun-2013 US-2014-0083265 20-Oct-2016 US-2017-0036362-A1	27-Mar-2014 09-Feb-2017	9,486,930 10,052,776	08-Nov-2016 Granted 21-Aug-2018 Granted	SHAVING SYSTEMS SHAVING SYSTEMS
00	17-007 17-007	WO1	United States of America Patent Cooperation Treaty	CON ORD	16/032,112 PCT/US2013/052095	11-Jul-2018 US-2018-0326607-A1 25-Jul-2013 WO 2014/051841	15-Nov-2018 03-Apr-2014		Allowed NatPhase	SHAVING SYSTEMS SHAVING SYSTEMS
00	17-008	US1 US2 WO1	United States of America United States of America	CON CON ORD	14/661,032 15/298,851 PCT/US2013/052099	18-Mar-2015 US-2015-0190935-A1 20-Oct-2016 US-2017-0036360-A1 25-Jul-2013 WO 2014/051842	09-Jul-2015 09-Feb-2017	9,475,202 10,183,407	25-Oct-2016 Granted 22-Jan-2019 Granted NatPhase	SHAVING SYSTEMS SHAVING SYSTEMS SHAVING SYSTEMS
00	17-008WO1 17-010 17-010	BR1 CN1	Patent Cooperation Treaty Brazil China (People's Republic)	PCT PCT	112015014394.6 201390001104.3	25-Jul-2013 WO 2014/051642 25-Jul-2013 25-Jul-2013	03-Apr-2014	205255048	Pending 25-May-2016 Granted	SHAVING SYSTEMS SHAVING SYSTEMS SHAVING SYSTEMS
00	17-010 17-010 17-010	EP1 EP2	European Patent Convention European Patent Convention	PCT	13864593.2 19192461.2	25-Jul-2013 2934827 20-Aug-2019	28-Oct-2015	EP 2934827	02-Oct-2019 Granted Pending	SHAVING SYSTEMS SHAVING SYSTEMS
00	17-010 17-010	KR1 US1	Korea, Republic of United States of America	PCT ORD	10-2015-7019568 13/802,614	25-Jul-2013 13-Mar-2013 US 2014-0165800 A1	19-Jun-2014	9,623,575	Pending 18-Apr-2017 Granted	SHAVING SYSTEMS SHAVING SYSTEMS
00	17-010 17-010	US2 US3	United States of America United States of America	CON	15/447,497 16/009,938	02-Mar-2017 US-2017-0173807-A1 15-Jun-2018 US-2018-0290321-A1	22-Jun-2017 11-Oct-2018	10,022,882 10,391,654	17-Jul-2018 Granted 27-Aug-2019 Granted	SHAVING SYSTEMS SHAVING SYSTEMS
00	17-010 17-010	WO1	United States of America Patent Cooperation Treaty	ORD	16/510,301 PCT/US2013/052103	12-Jul-2019 25-Jul-2013 WO2014/099040	26-Jun-2014	0.000.001	Pending NatPhase	SHAVING SYSTEMS SHAVING SYSTEMS
00	17-012 17-012 17-012	US1 US2 US3	United States of America United States of America United States of America	CON CON	14/661,048 15/455,507 16/405,345	18-Mar-2015 US-2015-0190936-A1 10-Mar-2017 US-2017-0182672-A1 07-May-2019 US-2019-0263010-A1	09-Jul-2015 29-Jun-2017 29-Aug-2019	9,630,331 10,328,587	25-Apr-2017 Granted 25-Jun-2019 Granted Published	SHAVING SYSTEMS SHAVING SYSTEMS SHAVING SYSTEMS
00	17-012 17-013	WO1 US1	Patent Cooperation Treaty United States of America	ORD CON	PCT/US2013/052107 14/948,688	25-Jul-2013 WO 2014/051843 23-Nov-2015 US-2016-0075041-A1	03-Apr-2014 17-Mar-2016		NatPhase Allowed	SHAVING SYSTEMS SHAVING SYSTEM
00	17-013 17-013	US2 WO1	United States of America Patent Cooperation Treaty	CON ORD	16/658,760 PCT/US14/43312	21-Oct-2019 20-Jun-2014 WO2014/209776	31-Dec-2014		Pending NatPhase	SHAVING SYSTEM SHAVING SYSTEM
00	17-014 17-014	CN1 EP1	China (People's Republic) European Patent Convention	PUM PCT	2014900012341 14870434.9	11-Nov-2014 11-Nov-2014 3079863	19-Oct-2016	206216751	06-Jun-2017 Granted Published	MULTI-MATERIAL PIVOT RETURN FOR SHAVING SYSTEMS MULTI-MATERIAL PIVOT RETURN FOR SHAVING SYSTEMS
00	17-014 17-014	KR1 US2	Korea, Republic of United States of America	PCT DIV	10-2016-7017834 15/270,273	11-Nov-2014 20-Sep-2016 US-2017-0008182-A1	12-Jan-2017		Pending Allowed	MULTI-MATERIAL PIVOT RETURN FOR SHAVING SYSTEMS MULTI-MATERIAL PIVOT RETURN FOR SHAVING SYSTEMS
00	17-014 17-014 17-015	US3 WO1 CN1	United States of America Patent Cooperation Treaty China (People's Republic)	DIV ORD PUM	16/661,195 PCT/US2014/065074 2014900012337	23-Oct-2019 11-Nov-2014 WO2015/088691 11-Nov-2014	18-Jun-2015	205989349	Pending NatPhase 01-Mar-2017 Granted	MULT-MATERIAL PIVOT RETURN FOR SHAVING SYSTEMS MULT-MATERIAL PIVOT RETURN FOR SHAVING SYSTEMS SHAVING ASSEMBLY DISPENSER
00	17-015 17-015 17-015	DE1 EP1	Germany European Patent Convention	EPP	14870506.4 14870506.4	11-Nov-2014 3079864 11-Nov-2014 3079864	19-Oct-2016 19-Oct-2016	3079864 3079864	23-May-2018 Granted 23-May-2018 Granted	SHAVING ASSEMBLY DISPENSER SHAVING ASSEMBLY DISPENSER
00	17-015 17-015	EP2 FR1	European Patent Convention France		17205015.5 14870506.4	01-Dec-2017 3338971 11-Nov-2014 3079864	27-Jun-2018 19-Oct-2016	3079864	Published 23-May-2018 Granted	SHAVING ASSEMBLY DISPENSER SHAVING ASSEMBLY DISPENSER
00	17-015 17-015	GB1 GR1	United Kingdom Greece	EPP EPP	14870506.4 14870506.4	11-Nov-2014 3079864 11-Nov-2014 3079864	19-Oct-2016 19-Oct-2016	3079864 3079864	23-May-2018 Granted 23-May-2018 Granted	SHAVING ASSEMBLY DISPENSER SHAVING ASSEMBLY DISPENSER
00	17-015 17-015 17-015	IT1 KR1 US1	Italy Korea, Republic of United States of America	EPP PCT PRI	502018000022353 10-2016-7017835 14/101,163	11-Nov-2014 3079864 11-Nov-2014 09-Dec-2013 US-2015-0157109-A1			23-May-2018 Granted Pending 03-May-2016 Granted	SHAVING ASSEMBLY DISPENSER SHAVING ASSEMBLY DISPENSER SHAVING ASSEMBLY DISPENSER
00	17-015 17-015 17-016	WO1 BR1	Patent Cooperation Treaty Brazil	ORD PCT		11-Nov-2014 WO2015/088692 22-Apr-2015	18-Jun-2015	9,320,360	NatPhase Pending	SHAVING ASSEMBLY DISPENSER SHAVING ASSEMBLY DISPENSER RAZOR CARTRIDGE GUARDS
00	17-016 17-016	CN1 EP1	China (People's Republic) European Patent Convention	PUM PCT	2015900004655 15783488.8	22-Apr-2015 206510078(U) 22-Apr-2015 3134235	22-Sep-2017 01-Mar-2017	206510078(U)	22-Sep-2017 Granted Published	RAZOR CARTRIDGE GUARDS RAZOR CARTRIDGE GUARDS
00	17-016 17-016	KR1 US1	Korea, Republic of United States of America	PCT CON	10-2016-7032809 15/331,058	22-Apr-2015 21-Oct-2016 US-2017-0043491-A1	16-Feb-2017		Pending Published	RAZOR CARTRIDGE GUARDS RAZOR CARTRIDGE GUARDS
00	17-016 17-017	WO1 D01	Patent Cooperation Treaty Korea, Republic of	ORD DES PDS	PCT/US2015/27103 30-2014-0004874	22-Apr-2015 WO2015/164509 28-Jan-2014	29-Oct-2015	30-0789430	NatPhase 17-Mar-2015 Granted	RAZOR CARTRIDGE GUARDS RAZOR
00	17-017 17-018 17-019	US1 WO1 US1	United States of America Patent Cooperation Treaty United States of America	ORD PCT	29/462,008 PCT/US2018/036668 15/120,222	30-Jul-2013 08-Jun-2018 WO 2019/018080 A2 19-Aug-2016 US-2017-0080585-A1	24-Jan-2019 23-Mar-2017	D729,452	12-May-2015 Granted Published Published	RAZOR SHAVING SYSTEMS METAL SPRING RETURN
00	17-019 17-021	WO1 US1	Patent Cooperation Treaty United States of America	ORD PDS	PCT/US2015/20538 29/475,973	13-Mar-2015 WO2015/142663 09-Dec-2013	24-Sep-2015	D751,419	NatPhase 15-Mar-2016 Granted	METAL SPRING RETURN SHAVING CARTRIDGE DISPENSER
00	17-022 17-022	CN1 DE1	China (People's Republic) Germany	PCT PCT	201380050129.7 11 2013 003 650.9	25-Jul-2013 CN104661798A 25-Jul-2013 11 2013 003 650.9	27-May-2015 16-Apr-2015	104661798	29-Jun-2016 Granted Published	PIVOTING RAZORS PIVOTING RAZORS
00	17-022 17-022	KR1 US1	Korea, Republic of United States of America	ORD ORD	10-2015-7004929 13/929,644	25-Jul-2013 27-Jun-2013 US-2014-0026726A1			Pending 15-Mar-2016 Granted	PIVOTING RAZORS PIVOTING RAZORS
00	17-022 17-022 17-022	US2 US3 US4	United States of America United States of America United States of America	CON CON	15/044,028 15/805,486 16/356,227	15-Feb-2016 US-2016-0158950-A1 07-Nov-2017 US-2018-0071933-A1 18-Mar-2019 US-2019-0210234-A1	09-Jun-2016 15-Mar-2018 11-Jul-2019	9,844,887 10,272,580	19-Dec-2017 Granted 30-Apr-2019 Granted Published	PIVOTING RAZORS PIVOTING RAZORS PIVOTING RAZORS
00	17-022 17-025	WO1 US1	Patent Cooperation Treaty United States of America	ORD PDS	PCT/US2013/052111 29/475,974	25-Jul-2013 WO 2014/018783 09-Dec-2013	30-Jan-2014	D731,709	NatPhase 09-Jun-2015 Granted	PIVOTING RAZORS RAZOR
00	17-026 17-027	US1 US1	United States of America United States of America	PDS PDS	29/462,012 29/462,015	30-Jul-2013 30-Jul-2013		D729,453 D729,454	12-May-2015 Granted 12-May-2015 Granted	RAZOR RAZOR
00	17-035 17-036	EM1 D01	European Community United States of America	ID DES	2393280 29/489,011	28-Jan-2014 25-Apr-2014		2393280 D744,165	28-Jan-2014 Granted 24-Nov-2015 Licensed	RAZOR SHAVING CARTRIDGE BLADE CLIPS
00	17-036 17-037 17-038	EM1 D01 US1	European Community United States of America United States of America	ID DES CON	002557918 29/489,019 15/405,215	15-Oct-2014 25-Apr-2014 12-Jan-2017 US-2017-0119126-A1	04-May-2017	002557918-001 D731,708	03-Feb-2015 Licensed 09-Jun-2015 Granted Allowed	SHAVING CARTRIDGE BLADE CLIPS SHAVING CARTRIDGE CURVILINEAR FINS SHAVING ASSEMBLY DISPENSER
00	17-038 17-038	US2 WO1	United States of America Patent Cooperation Treaty	CON CON ORD	15/687,066 PCT/US2015/39278	25-Aug-2017 US-2017-0119126-A1 07-Jul-2015 WO2016/014235	07-Dec-2017 28-Jan-2016		Allowed Allowed NatPhase	SHAVING ASSEMBLY DISPENSER SHAVING ASSEMBLY DISPENSER SHAVING ASSEMBLY DISPENSER
00	17-039 17-040	D01 US1	United States of America United States of America	DES ORD	29/497,152 14/811,529	21-Jul-2014 28-Jul-2015	20 001 2010	D745,828 10,104,950	22-Dec-2015 Granted 23-Oct-2018 Granted	SHAVING RAZOR CARTRIDGE CONTAINER SHAVING RAZOR STAND
00	17-041 17-042	D01 US1	United States of America United States of America	DES ORD	29/498,283 14/811,539	01-Aug-2014 28-Jul-2015		D728,963 9,730,500	12-May-2015 Granted 15-Aug-2017 Granted	SHAVING RAZOR STAND SHAVING RAZOR STAND
00	17-043 17-044	D01 US1	United States of America United States of America	DES PCT	29/498,289 15/510,410	01-Aug-2014 10-Mar-2017 US-2017-0280849-A1	05-Oct-2017	D720154 10,085,539	30-Dec-2014 Granted 02-Oct-2018 Granted	SHAVING RAZOR STAND SHAVING RAZOR TRAY
00	17-044 17-044 17-045	US2 WO1 D01	United States of America Patent Cooperation Treaty United States of America	CON ORD DES	16/115,157 PCT/US2015/44996 29/502,246	28-Aug-2018 US-2018-0360187-A1 13-Aug-2015 WO2016/039927 12-Sep-2014	20-Dec-2018 17-Mar-2016	10,349,719 D778,042	16-Jul-2019 Granted NatPhase 07-Feb-2017 Granted	SHAVING RAZOR TRAY SHAVING RAZOR TRAY SHAVING RAZOR TRAVEL TRAY
00	17-045 17-046 17-049	D01 D01 CN1	United States of America United States of America China (People's Republic)	DES DES PUM	29/502,246 29/502,178 2015900009536	12-Sep-2014 12-Sep-2014 13-Mar-2017		D778,042 D745,775 CN 207014413 U	22-Dec-2015 Granted 16-Feb-2018 Granted	SHAVING RAZOR STORAGE CASE SHAVING RAZOR ACCESSORY
00	17-049 17-049	EP1 KR1	European Patent Convention Korea, Republic of	PCT PCT	15840888.0 10-2017-7009825	01-Mar-2017 3191266 11-Apr-2017	19-Jul-2017	5. 0. 1410 0	Published Pending	SHAVING RAZOR ACCESSORY SHAVING RAZOR ACCESSORY
00	17-049 17-049	US1 US2	United States of America United States of America	PCT DIV	15/510,436 16/547,170	10-Mar-2017 US-2017-0282391-A1 21-Aug-2019	05-Oct-2017		INST./ABN Pending	SHAVING RAZOR ACCESSORY SHAVING RAZOR ACCESSORY
00	17-049 17-050 17-050	WO1 BR1 CN1	Patent Cooperation Treaty Brazil China (People's Republic)	ORD PCT PCT	PCT/US2015/49298 112017000281.7 2015900008285	10-Sep-2015 WO2016/040549 30-Jun-2015 25-Jan-2017	17-Mar-2016	CN 207327061 U	NatPhase Pending 08-May-2018 Granted	SHAVING RAZOR ACCESSORY RAZOR CARTRIDGES RAZOR CARTRIDGES
00	17-050 17-050 17-050	DE1 EP1	Germany European Patent Convention	EPP	15818337.6	25-Jan-2017 30-Jun-2015 3166761 30-Jun-2015 3166761	17-May-2017 17-May-2017	EP 3166761	10-Apr-2019 Granted 10-Apr-2019 Granted	HAZOR CART HIDGES HAZOR CARTRIDGES HAZOR CARTRIDGES
00	17-050 17-050 17-050	EP2 FR1	European Patent Convention France	DIV EPP	19162503.7 15818337.6	13-Mar-2019 3513921 30-Jun-2015 3166761	24-Jul-2019 17-May-2017	EP 3166761	Published 10-Apr-2019 Granted	RAZOR CARTRIDGES RAZOR CARTRIDGES
00	17-050 17-050	GB1 GR1	United Kingdom Greece	EPP EPP	15818337.6 15818337.6	30-Jun-2015 3166761 30-Jun-2015 3166761	17-May-2017 17-May-2017	EP 3166761 EP 3166761	10-Apr-2019 Granted 10-Apr-2019 Granted	TRADEMARK
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0017-050	KR1	Korea, Republic of	PCT	10-2017-7003880	10-Feb-2017				Pending	RAZOR CARTRIDGES
0017-050	US1	United States of America	PCT	15/324,245	05-Jan-2017 US-2017-0203451-A1	20-Jul-2017			Published	RAZOR CARTRIDGES
0017-050	WO1	Patent Cooperation Treaty	ORD	PCT/US2015/38543	30-Jun-2015 WO2016/007329	14-Jan-2016			NatPhase	RAZOR CARTRIDGES
0017-051	D01	United States of America	DES	29/502,245	12-Sep-2014		D771,502	15-Nov-2016	Granted	SHAVING RAZOR TRAY
0017-052	EM1	European Community	ID	2477356	05-Jun-2014		2477356	05-Jun-2014	Granted	RAZORS AND SHAVING CARTRIDGE DISPENSER
0017-053	CN1	China (People's Republic)	PUM	2015900008622	17-Feb-2017		CN 207495560 U	15-Jun-2018	Granted	RAZOR CARTRIDGES
0017-053	EP1	European Patent Convention	PCT	15833426.8	03-Feb-2017 3194127	26-Jul-2017			Allowed	RAZOR CARTRIDGES
0017-053	KR1	Korea, Republic of	PCT	10-2017-7004134	14-Feb-2017				Pending	RAZOR CARTRIDGES
0017-053	US1	United States of America	PCT	15/501,266	02-Feb-2017 US-2017-0217033-A1	03-Aug-2017			Published	RAZOR CARTRIDGES WITH LUBRICATING STRIPS
0017-053	WO1	Patent Cooperation Treaty	ORD	PCT/US2015/44670	11-Aug-2015 WO2016/028550	25-Feb-2016			NatPhase	RAZOR CARTRIDGES
0017-054	PP1	United States of America	REX	IPR2016-00699	10-Mar-2016				Pending	GILLETTE INTER PARTES REVIEW
0017-055	WO1	Patent Cooperation Treaty	ORD	PCT/US18/39426	26-Jun-2018 WO 2019/018104	24-Jan-2019			Published	SHAVING SYSTEMS
0017-056	D01	United States of America	PDS	29/656,459	12-Jul-2018				Allowed	RAZOR CARTRIDGE
0017-064	D01	United States of America	PDS	29/656,463	12-Jul-2018				Pending	RAZOR CARTRIDGE
0017-065	D01	United States of America	PDS	29/656,466	12-Jul-2018				Allowed	RAZOR CARTRIDGE

TRADEMARK REEL: 006906 FRAME: 0636

### EXHIBIT B UCC-1 Financing Statement

## Real Property and the Record Owner

Address as of the date of this Security Agreement is:

6301 Gaston Avenue, Suite 360, Dallas, Texas 75214 in Dallas County, Texas.

Record Owner as of the date of filing this UCC-1 Financing Statement is:

Caddo Lakewood II LP

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TRADEMARK REEL: 006906 FRAME: 0637

**RECORDED: 04/02/2020**