

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM588220

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lilyana Naturals LLC		07/09/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Stonehenge Capital Fund Mississippi I, LLC		
Street Address:	5001 Spring Valley Road, Suite 905E		
Internal Address:	c/o Stonehenge Capital Company, LLC		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75244		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5539942	LILYANA NATURALS	
Registration Number:	5539940	NIARA BEAUTY	
CORRESPONDENCE DATA			
Fax Number:	2142000853		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2109787487		
Email:	venisa.dark@haynesboone.com		
Correspondent Name:	Venisa Dark, Haynes and Boone LLP		
Address Line 1:	2323 Victory Avenue, Suite 700		
Address Line 4:	Dallas, TEXAS 75219		
ATTORNEY DOCKET NUMBER:	49155.10_Legrand		
NAME OF SUBMITTER:	Venisa Dark		
SIGNATURE:	/Venisa Dark/		
DATE SIGNED:	07/23/2020		
Total Attachments: 5			
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July 9, 2020

TRADEMARK SECURITY AGREEMENT

WHEREAS, LILYANA NATURALS LLC, a Delaware limited liability company (“*Grantor*”), owns the Trademarks and trademark applications listed on *Schedule 1* annexed hereto, and is a party, as applicable, to the Licenses listed on *Schedule 1* annexed hereto; and

WHEREAS, pursuant to the terms of the Security Agreement dated as of the date hereof (as amended, modified or supplemented from time to time, the “*Security Agreement*”; terms used herein but not defined herein shall have the meanings given to them in the Security Agreement), between Grantor and **STONEHENGE CAPITAL FUND MISSISSIPPI I, LLC**, a Delaware limited liability company, as collateral agent (on behalf of itself and the other Secured Parties, the “*Collateral Agent*”), Grantor has granted to the Collateral Agent a security interest in substantially all the assets of the Grantor including all right, title and interest of Grantor in, to and under all now owned by or owing to, and hereafter acquired Trademarks, Trademark registrations, Trademark applications and Licenses, together with the goodwill of the business symbolized by Grantor’s Trademarks, and all proceeds thereof, to secure the payment of all Secured Obligations;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Collateral Agent a continuing security interest in all of Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “*Trademark Collateral*”), whether presently existing or hereafter created or acquired:

(1) (a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing; (b) all licenses of the foregoing, whether as licensee or licensor; (c) all renewals of the foregoing; (d) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (f) all rights corresponding to any of the foregoing throughout the world (the “*Trademarks*”), each of which is set forth herein on *Schedule 1* annexed hereto;

(2) (a) any and all licensing agreements or similar arrangements in and to its Trademarks, (b) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future breaches thereof, and (c) all rights to sue for past, present, and future breaches thereof, each License referred to in *Schedule 1* annexed hereto; and

(3) all accessions to, substitutions for and replacements, proceeds, insurance proceeds and products of the foregoing, together with all books and records, customer lists, credit files, computer files, programs, printouts and other computer materials and records related thereto and any General Intangibles at any time evidencing or relating to any of the foregoing.

This security interest is granted in conjunction with the security interests granted to Collateral Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

**Remainder of Page Intentionally Blank
Signature Page Follows.**

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

Acknowledged:

LILYANA NATURALS LLC

By: 
Name: Retta Abraham
Title: Manager

Signature Page to
Trademark Security Agreement

COLLATERAL AGENT:

STONEHENGE CAPITAL FUND MISSISSIPPI, LLC

By: 

Matthew Malone
Vice President

Schedule 1

to Trademark

Security Agreement

TRADEMARKS

NAME/DESCRIPTION	SERIAL NUMBER	FILING DATE	REGISTRATION NUMBER	REGISTRATION DATE
Lily Ana Naturals	87743182	1/4/2018	5539942	8/14/2018
Niara Beauty	87743161	1/4/2018	5539940	8/14/2018

TRADEMARK APPLICATIONS

NONE