

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM642490

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Miniluxe, Inc.		04/27/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Flow Capital Corp.		
<b>Street Address:</b>	1 Adelaide St. East, Suite 3002 PO Box 171		
<b>City:</b>	Toronto		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	M5C 2VP		
<b>Entity Type:</b>	Corporation: CANADA		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3694260	MINILUXE	
<b>Registration Number:</b>	3779597	MINILUXE	
<b>Registration Number:</b>	3779598	MINILUXE	
<b>Registration Number:</b>	3973233	MINILUXE NAILS · WAXING · BEAUTY	
<b>Registration Number:</b>	3973232	MINILUXE NAILS · WAXING · BEAUTY	
<b>Registration Number:</b>	3984339	MINILUXE NAILS · WAXING · BEAUTY	
<b>Registration Number:</b>	4147072	MINILUXE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8058554242		
<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>			
<b>Phone:</b>	8054566735		
<b>Email:</b>	mark@dtlawpartners.com		
<b>Correspondent Name:</b>	DT Law Partners LLP		
<b>Address Line 1:</b>	125 East Victoria St. Suite I		
<b>Address Line 4:</b>	Santa Barbara, CALIFORNIA 93101		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	DT Law Partners LLP		
<b>Address Line 1:</b>	125 East Victoria St. Suite I		

OP \$190.00 3694260

<b>Address Line 4:</b> Santa Barbara, CALIFORNIA 93101	
<b>NAME OF SUBMITTER:</b>	Mark A. DePaco
<b>SIGNATURE:</b>	/mark depaco/
<b>DATE SIGNED:</b>	04/27/2021
<b>Total Attachments: 5</b> source=FLOW-MINILUXE TSA FULLY EXECUTED#page1.tif source=FLOW-MINILUXE TSA FULLY EXECUTED#page2.tif source=FLOW-MINILUXE TSA FULLY EXECUTED#page3.tif source=FLOW-MINILUXE TSA FULLY EXECUTED#page4.tif source=FLOW-MINILUXE TSA FULLY EXECUTED#page5.tif	

**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 27th day of April 2021, by and among **MiniLuxe, Inc.**, a Delaware corporation ("Borrower" and "Grantor"), and **FLOW CAPITAL CORP.** ("Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of April 27, 2021 (as amended, restated, supplemented, or otherwise modified from time to time, the "Loan Agreement") by and between Borrower, and Lender, Lender has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Loan Agreement, Borrower is required to execute and deliver to Lender this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Borrower hereby unconditionally grants, assigns, and pledges to Lender to secure the Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Borrower's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by Borrower against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property license, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark licensed under any Intellectual Property license.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Borrower, or any of them, to Lender, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Borrower.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Lender pursuant to the Loan Agreement. Borrower hereby acknowledges and affirms that the rights and remedies of Lender with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Loan Agreement, the Loan Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Borrower shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Without limiting Borrowers' obligations under this Section, Borrower hereby authorize Lender unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Borrower. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Security Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

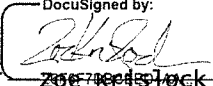
7. CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW, VENUE AND JURY TRIAL WAIVER SET FORTH IN SECTION 11 OF THE LOAN AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**BORROWER:**

**MINILUXE, INC.**, a Delaware corporation

DocuSigned by:  
  
By: Zoe Reich  
Name: Zoe Reich  
Title: CEO

**ACCEPTED AND ACKNOWLEDGED BY:**

**LENDER:**

**FLOW CAPITAL CORP.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**BORROWER:**

**MINILUXE, INC.**, a Delaware corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ACCEPTED AND ACKNOWLEDGED BY:**

**LENDER:**

**FLOW CAPITAL CORP.**

By: *AKB* \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

**Trademark Registrations/Applications**

<b>Mark</b>	<b>Description</b>	<b>Application/ Registration Number</b>	<b>Application/ Registration Date</b>	<b>Class</b>	<b>Goods/Services</b>
MINILUXE	Word mark	3,694,260	October 6, 2009	44	Beauty salon services, etc.
MINILUXE	Word mark	3,779,597	April 20, 2010	8	Manicure sets, pedicure sets, nail implements, etc.
MINILUXE	Word mark	3,779,598	April 20, 2010	35	Retail and online store services, etc.
MINILUXE NAILS WAXING BEAUTY	Word and design mark	3,973,233	June 7, 2011	44	Beauty salon services, etc.
MINILUXE NAILS WAXING BEAUTY	Word and design mark	3,973,232	June 7, 2011	35	Retail and online store services, etc.
MINILUXE NAILS WAXING BEAUTY	Word and design mark	3,984,339	June 28, 2011	8	Manicure sets, pedicure sets, etc.
MINILUXE	Word mark	4147072	May 22, 2012	3	Cosmetics, beauty products, etc.