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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM667590

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SHAVELOGIC, INC.		08/10/2021	Corporation: TEXAS
SL IP Intermediate LLC		08/10/2021	Limited Liability Company: DELAWARE
SL IP Company LLC		08/10/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	U.S. BANK NATIONAL ASSOCIATION, as the Collateral Agent
Street Address:	214 North Tryon Street - 27th Floor
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28202-1078
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	5324004	SHAVELOGIC
Registration Number:	5317329	SHAVELOGIC
Serial Number:	90009148	TRUE PERFORMANCE
Serial Number:	90009171	SHAVELOGIC TRUE PERFORMANCE
Serial Number:	90788751	5 IN 3
Serial Number:	90788770	3 IN 2
Serial Number:	90788794	SHAVELOGIC 5 IN 3
Serial Number:	90788808	SHAVELOGIC 3 IN 2
Serial Number:	88772517	SHAVELOGIC THE LAST RAZOR YOU WILL EVER
Serial Number:	88853004	SHAVELOGIC
Serial Number:	88873328	SHAVELOGIC
Serial Number:	88884317	DEFY
Serial Number:	88884338	DEFY
Serial Number:	88884368	SHAVELOGIC DEFY
Serial Number:	88884379	SHAVELOGIC DEFY
Serial Number:	90324960	1 2 3 4
		

TRADEMARK

REEL: 007391 FRAME: 0839

900636809

Property Type	Number	Word Mark	
Serial Number:	90527663	BEST SHAVE OF YOUR LIFE	
Serial Number:	90767341	RESPECT THE SKIN YOU'RE IN	
Serial Number:	88982215	SHAVELOGIC	
Serial Number:	90359035	S5	
Serial Number:	87719396	5 IN 3	
Serial Number:	87719405	3 IN 2	
Serial Number:	87719427	SHAVELOGIC 5 IN 3	
Serial Number:	87719431	SHAVELOGIC 3 IN 2	
Serial Number:	90864309		

CORRESPONDENCE DATA

Fax Number: 2125305219

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: 2125305243

Email: dcip@milbank.com, ehyla@milbank.com

Correspondent Name: Eric Hyla, Esq.

Address Line 1: 55 Hudson Yards

Address Line 2: Milbank, LLP

Address Line 4: New York, NEW YORK 10001-2163

ATTORNEY DOCKET NUMBER:	32643.00037
NAME OF SUBMITTER:	Eric Hyla
SIGNATURE:	/Eric Hyla/
DATE SIGNED:	08/13/2021

Total Attachments: 4

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GRANT OF A SECURITY INTEREST -TRADEMARKS

August 10, 2021

WHEREAS, the grantors listed on the signature pages to the Pledge and Security Agreement (as defined below) (each, a "<u>Grantor</u>" and, collectively, the "<u>Grantors</u>") have adopted, used and are using, and hold all right, title and interest in and to, the trademarks and service marks listed on the attached <u>Schedule A</u>, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "<u>Trademarks</u>");

WHEREAS, the Grantors have entered into a Pledge and Security Agreement, dated as of August 10, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement"), in favor of U.S. BANK NATIONAL ASSOCIATION, as the Collateral Agent for the Secured Parties (as defined in the Pledge and Security Agreement) (in such capacity, together with its successors and permitted assigns, if any, the "Grantee"); and

WHEREAS, pursuant to the Pledge and Security Agreement, the Grantors have granted to the Grantee, for the benefit of the Secured Parties, a continuing security interest in all right, title and interest of the Grantors in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Pledge and Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors do hereby grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantors do hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Pledge and Security Agreement. This Grant of a Security Interest – Trademarks is one of the Collateral Documents defined in the Financing Agreement.

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TRADEMARK REEL: 007391 FRAME: 0841 IN WITNESS WHEREOF, the undersigned have caused this Grant of a Security Interest – Trademarks to be duly executed by its officer thereunto duly authorized as of the date first set above.

GRANTORS:

SHAVELOGIC, INC., a Texas Corporation

By:

Name: Per-Magnus Andersson Title: Chief Financial Officer

SL IP INTERMEDIATE LLC, a Delaware limited liability company

By:

Name: Per-Magnus Andersson Title: Chief Financial Officer

SL IP COMPANY LLC, a Delaware limited liability company

By:

Name: Per-Magnus Andersson Title: Chief Financial Officer

SCHEDULE A TO GRANT OF A SECURITY INTEREST - TRADEMARKS

[See attached.]

TRADEMARK REEL: 007391 FRAME: 0843

SHAVELOGIC and Razor and Double Line Design (Color)	Pending					04-Aug-2021	30854308	788	United States of America	136	0017-081	SL IP COMPANY LLC
SHAVELOGIC		17-Oct-11 Granted	009832205		009832205	23-Mar-2011	009832205	M	European Community	EM1	0017-023	SL IP COMPANY LLC
SHAVELOGIC 3 IN 2	Pending 5					13-Dec-2017	87719431	M	United States of America	TM1	0017-063	SL IP COMPANY LLC
SHAVELOGIC 5 IN 3	Pending 5					13-Dec-2017	87719427	M	United States of America	TM1	0017-062	SL IP COMPANY LLC
3 IN 2						13-Dec-2017	87719405	M	United States of America	TM1	0017-059	SL IP COMPANY LLC
5 IN 3	Pending !					13-Dec-2017	87719396	M	United States of America	TM1	0017-058	SL IP COMPANY LLC
\$5	l					04-Dec-2020	90359035	M	United States of America	TM1	0017-077	SL IP COMPANY LLC
SHAVELOGIC	Pending 5					15-Apr-2020	88982215	M	United States of America	TM2	0017-070	SL IP COMPANY LLC
RESPECT THE SKIN YOU'RE IN	Pending					10-Jun-2021	90767341	M	United States of America	TM1	0017-079	SL IP COMPANY LLC
THE BEST SHAVE OF YOUR LIFE	Pending -					12-Feb-2021	90527663	M	United States of America	TM1	0017-078	SL IP COMPANY LLC
Design of a Razor and Shifter	Pending					17-Nov-2020	90324960	M	United States of America	TM1	0017-075	SL IP COMPANY LLC
SHAVELOGIC DEFY and Design	Allowed			11-Aug-2020	88884379	23-Apr-2020	88884379	M	United States of America	TM1	0017-074	SL IP COMPANY LLC
SHAVELOGIC DEFY	Allowed			11-Aug-2020	88884368	23-Apr-2020	88884368	M	United States of America	TM1	0017-073	SL IP COMPANY LLC
DEFY and Design	Pending					23-Apr-2020	88884338	M	United States of America	TM1	0017-072	SL IP COMPANY LLC
DEFY (in standard characters)	Pending					23-Apr-2020	88884317	M	United States of America	TM1	0017-071	SL IP COMPANY LLC
SHAVELOGIC and Razor and Double Line Design	Allowed			25-Aug-2020	88873328	15-Apr-2020	88873328	M	United States of America	TM1	0017-070	SL IP COMPANY LLC
SHAVELOGIC stylized	Allowed			02-Jun-2020	88853004	30-Mar-2020	88853004	M	United States of America	TM1	0017-068	SL IP COMPANY LLC
SHAVELOGIC THE LAST RAZOR YOU WILL EVER WANT	Allowed			02-Jun-2020	88772517	24-Jan-2020	88772517	M	United States of America	TM1	0017-067	SL IP COMPANY LLC
SHAVELOGIC 3 IN 2						22-Jun-2021	80788308	3	United States of America	ZWZ.	0097-083	SL IP COMPANY LLC
SHAVELOGIC 5 IN 3						22-Jun-2021	90798794	188	United States of Anterios	TM2	0017-062	SL IP COMPANY LLC
3 W 2	Pending 1					22-Jun-2021	36788770	TW.	United States of America	TM2	0017-058	SL IP COMPANY LLC
5 5 1 3	Pending :					22-Jun-2021	80786751	 %T	United States of America	1362	0017-058	SL IP COMPANY LLC
SHAVELOGIC		24-Oct-2017	5,317,329	24-Dec-2013		03-Oct-2013	86/082393	MT	United States of America	US1	0017-033	SL IP COMPANY LLC
SHAVELOGIC			UK00912721866	28-Apr-2014	12721866		12721866	RRD	United Kingdom	GBEM1	0017-033	SL IP COMPANY LLC
SHAVELOGIC	Granted !	08-May-2014	12721866	28-Apr-2014	12721866	Ĺ	12721866	TM	European Community	EM1	0017-033	SL IP COMPANY LLC
SHAVELOGIC		23-Jun-2015	40-1113475	25-Feb-2015	40-2015-001		40-2014-0022051	MT	Korea, Republic of	KR1		SL IP COMPANY LLC
SHAVELOGIC TRUE PERFORMANCE	Granted !	23-Jun-2014	UK00912550547	14-Mar-2014		30-Jan-2014	12550547	RRD	United Kingdom	GBEM1	0017-031	SL IP COMPANY LLC
SHAVELOGIC TRUE PERFORMANCE	Granted !	23-Jun-2014	12550547	14-Mar-2014		30-Jan-2014	12550547	TM	European Community	EM1	0017-031	SL IP COMPANY LLC
SHAVELOGIC TRUE PERFORMANCE	Allowed !			27-Oct-2020	90009171	18-Jun-2020	90009171	TM	United States of America	TM3	0017-031	SL IP COMPANY LLC
TRUE PERFORMANCE	Allowed -			27-Oct-2020	90009148		90009148	M	United States of America	TM3	0017-030	SL IP COMPANY LLC
SHAVELOGIC		31-Oct-2017	5,324,004	24-Dec-2013		02-Aug-2013	86/027785	M	United States of America	US2	0017-024	SL IP COMPANY LLC
SHAVELOGIC	Granted !	12-Oct-2012	40-0937378			26-Jul-2011	40201 10040500	M	Korea, Republic of	KR1	0017-023	SL IP COMPANY LLC
SHAVELOGIC	Granted !	08-Sep-2016	015452576	01-Jun-2016	015452576		015452576	TM	European Community	EM2	0017-023	SL IP COMPANY LLC
SHAVELUGIC	Granted	08-Sep-2016	UK009015452576	01-Jun-2016	U154525/6	19-May-2016	015452576	RRD	United Kingdom	GBEM2	0017-023	SL IP COMPANY LLC

TRADEMARK REEL: 007391 FRAME: 0844

RECORDED: 08/13/2021