

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6915456

| | |
|---|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| RAW SUGAR, LLC | 08/31/2021 |
| RECEIVING PARTY DATA | |
| Name: | BALANCE POINT CAPITAL PARTNERS V, L.P. |
| Street Address: | 285 RIVERSIDE AVENUE |
| Internal Address: | SUITE 200 |
| City: | WESTPORT |
| State/Country: | CONNECTICUT |
| Postal Code: | 06880 |
| PROPERTY NUMBERS Total: 6 | |
| Property Type | Number |
| Application Number: | 17091197 |
| Patent Number: | D499440 |
| Application Number: | 29499445 |
| Application Number: | 29506448 |
| Application Number: | 29599495 |
| Application Number: | 29768478 |
| CORRESPONDENCE DATA | |
| Fax Number: | |
| <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: | 212.940.6562 |
| Email: | joanne.arnold@katten.com |
| Correspondent Name: | JOANNE BL ARNOLD |
| Address Line 1: | KATTEN |
| Address Line 2: | 575 MADISON AVENUE |
| Address Line 4: | NEW YORK, NEW YORK 10022-2585 |
| ATTORNEY DOCKET NUMBER: | 392135.00018 |
| NAME OF SUBMITTER: | JOANNE BL ARNOLD |
| SIGNATURE: | /Joanne BL Arnold/ |
| DATE SIGNED: | 09/14/2021 |

PATENT

Total Attachments: 14

source=BPP (003)#page1.tif
source=BPP (003)#page2.tif
source=BPP (003)#page3.tif
source=BPP (003)#page4.tif
source=BPP (003)#page5.tif
source=BPP (003)#page6.tif
source=BPP (003)#page7.tif
source=BPP (003)#page8.tif
source=BPP (003)#page9.tif
source=BPP (003)#page10.tif
source=BPP (003)#page11.tif
source=BPP (003)#page12.tif
source=BPP (003)#page13.tif
source=BPP (003)#page14.tif

Reference is made to the Intercreditor Agreement, dated as of August 31, 2021, among PNC BANK, NATIONAL ASSOCIATION, as ABL Agent and ABL Representative for the ABL Secured Parties referred to therein (the “ABL Representative”) and BALANCE POINT CAPITAL PARTNERS V, L.P., as Term Loan Agent and Term Loan Representative for the Term Loan Secured Parties referred to therein (the “Term Loan Representative”) in connection with loans and other financial accommodations extended to RAW SUGAR, LLC (the “Intercreditor Agreement”). Each Person that is secured hereunder, by accepting the benefits of the security provided hereby, (i) consents (or is deemed to consent), to the subordination of Liens provided for in the Intercreditor Agreement, (ii) agrees (or is deemed to agree) that it will be bound by, and will take no actions contrary to, the provisions of the Intercreditor Agreement, (iii) authorizes (or is deemed to authorize) the Term Loan Representative on behalf of such Person to enter into, and perform under, the Intercreditor Agreement and (iv) acknowledges (or is deemed to acknowledge) that a copy of the Intercreditor Agreement was delivered, or made available, to such Person. Notwithstanding any other provision contained herein, this Agreement, the Liens created hereby and the rights, remedies, duties and obligations provided for herein are subject in all respects to the provisions of the Intercreditor Agreement. In the event of any conflict or inconsistency between the provisions of this Agreement and the Intercreditor Agreement, the provisions of the Intercreditor Agreement shall control.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “Agreement”), dated as of August 31, 2021, is made by RAW SUGAR, LLC, a Delaware limited liability company (“Sugar” and together with each other Person joined hereto from time to time, collectively, the “Grantors” and each a “Grantor”), in favor of Balance Point Capital Partners V, L.P., a Delaware limited partnership, with an address at 285 Riverside Avenue, Suite 200, Westport, Connecticut 06880, in its capacity as “Agent” under the Credit Agreement referenced below (together with its successors and assigns in such capacity, including any replacement or successor “Agent” appointed under the Credit Agreement, the “Agent”). All capitalized terms used herein and not otherwise defined herein shall have the same meanings assigned to such terms in the Credit Agreement (as defined below).

WITNESSETH:

WHEREAS, pursuant to that certain Term Loan, Guaranty, and Security Agreement dated as of August 31, 2021 (as it may be amended, modified, supplemented, restated or replaced from time to time, the “Credit Agreement”; capitalized terms used herein but not otherwise defined herein shall have the respective meanings given thereto in the Credit Agreement) among Grantors, SUGAR BUYER, LLC, a Delaware limited liability company (“Holdings”), certain Guarantors party thereto, each other Person hereafter joined thereto as a borrower or guarantor from time to time, the various financial institutions named therein or which hereafter become a party thereto as lenders (collectively, the “Lenders”), and Agent, Agent and Lenders have made and/or will in the future make certain extensions of credit to the Grantors upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to such Credit Agreement, Grantors have granted to Agent, for its own benefit and for the ratable benefit of each other Secured Party, security interests in and to and Liens on substantially all of each Grantor's assets, including without limitation all of each Grantor's Intellectual Property and specifically including all of each Grantor's registered United States patents, trademarks and copyrights and all of each Grantor's filed United States patent applications, trademark applications and copyright applications, all whether now owned or hereafter created, arising and/or acquired (excluding only filed Intellectual Property that constitute Excluded Property (and then only for so long as such filed Intellectual Property would constitute Excluded Property)) (collectively, the "**US Registered Intellectual Property**"); and

WHEREAS, Grantors have agreed to execute and deliver this Agreement and to have a copy of this Agreement filed with the United States Patent and Trademark Office and/or the United States Copyright Office (as applicable) in order to perfect and/or protect all of Agent's Liens in the US Registered Intellectual Property,

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements provided for herein and in the Credit Agreement, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by each party hereto, and intending to be legally bound, the parties hereto agree as follows:

Section 1. Grant of Security Interest in Intellectual Property Collateral. Without limiting any other grant of Lien by any Grantor in any Collateral under the Credit Agreement or any Other Document, to secure the prompt payment and performance of all Obligations to Agent and each other Secured Party, each Grantor hereby assigns, pledges and grants to Agent, for its benefit and for the ratable benefit of each other Secured Party, a continuing security interest in and to and Lien on all of such Grantor's right, title and interest in, to and under the following Collateral of Grantor, all whether now owned and/or existing or hereafter created, arising and/or acquired (the "**Intellectual Property Collateral**"):

(a) all of its registered United States copyrights and filed United States copyright applications, including, without limitation, those referred to on Schedule 1 hereto or on any Schedule to any Supplement (as defined below) delivered hereafter, together with all renewals, reversions and extensions of the foregoing;

(b) all of its registered United States trademarks and filed United States trademark applications, including, without limitation, those referred to on Schedule 1 hereto or on any Schedule to any Supplement delivered hereafter, together with all renewals, reversions and extensions of the foregoing (except to the extent any such filed United States trademark applications would constitute Excluded Property (and then only for so long as such filed United States trademark applications would constitute Excluded Property));

(c) all goodwill of the business connected with the use of, and symbolized by, each such trademark and trademark application covered by (b) above;

(d) all of its registered/issued United States patents and filed United States patent applications, without limitation, those referred to on Schedule 1 hereto or on any Schedule

to any Supplement delivered hereafter, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(e) all applications, registrations, claims, awards, judgments, amendments, improvements and insurance claims related thereto now or hereafter owned or licensed by any Grantor, or any claims for damages by way of any past, present, or future infringement of any of the foregoing, together with all accessions and additions thereto and proceeds thereof (including, without limitation, any proceeds resulting under insurance policies); provided, further, that the Intellectual Property Collateral shall include, without limitation, all cash, royalty fees, other proceeds, Receivables, accounts and general intangibles that consist of rights of payment to or on behalf of any Grantor or proceeds from the sale, licensing or other disposition of all or any part of, or rights in, the Intellectual Property Collateral by or on behalf of any Grantor; and

(f) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof;

which such continuing security interest in and Lien upon the Intellectual Property Collateral, and this Agreement, shall continue in full force and effect to secure each of the Obligations until the Payment in Full of the Obligations and the obligations of Agent and Lenders to make extensions of credit to any Grantor under the Credit Agreement or any Other Document are terminated. Notwithstanding the foregoing, the Intellectual Property Collateral shall not include any Excluded Property.

Section 2. Credit Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with, and in no way limits, the security interests granted to the Agent pursuant to the Credit Agreement, and Grantors hereby acknowledge and agree that the rights and remedies of the Agent with respect to the security interests and Liens in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein (provided that such rights and remedies are subject, at all times and in all cases, to the provisions of the Intercreditor Agreement). In the event of any conflict between this Agreement and the Credit Agreement, the Credit Agreement shall govern.

Section 3. Registration/Filing. This Agreement is intended by the parties to be filed, and Grantors hereby authorize Agent to file and record a copy of this Agreement, with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall retain full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Intellectual Property subject to a security interest hereunder.

Section 7. Events of Default and Remedies. The occurrence of any Event of Default under the Credit Agreement shall constitute an “**Event of Default**” under this Agreement. Upon the occurrence of and during the continuance of any such Event of Default, Agent, in addition to

all other rights, options, and remedies granted to Agent under the Credit Agreement or any Other Document, or otherwise available to Agent at law or in equity, may (subject at all times and in all cases to the provisions of the Intercreditor Agreement) exercise, for its own benefit and for the ratable benefit of each other Secured Party, either directly or through one or more assignees or designees, with respect to the Intellectual Property Collateral all rights and remedies granted to it as a secured creditor under the Uniform Commercial Code.

Section 9. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Any signature delivered by a party by facsimile or electronic transmission (including email transmission of a PDF image) shall be deemed to be an original signature hereto.

Section 10. Governing Law. This Agreement, , and all matters relating hereto or arising herefrom (whether arising under contract law, tort law or otherwise) shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be governed by and construed in accordance with the laws of the State of New York. Without limiting the generality of the general incorporation of the Credit Agreement herein provided for above, the provisions of Section 16.1 of the Credit Agreement (agreements regarding, consents to and waivers regarding jurisdiction and venue), Section 16.6 of the Credit Agreement (notices), and Article XII of the Credit Agreement (certain waivers including waivers of the rights of jury trial) are hereby specifically incorporated by reference. If any part of this Agreement is contrary to, prohibited by, or deemed invalid under Applicable Laws or regulations, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given effect so far as possible. This Agreement shall be binding upon and inure to the benefit of Grantors and Agent, and their respective successors and assigns, except that no Grantor may assign or transfer any of its rights or obligations under this Agreement without the prior written consent of Agent and each Lender.

[Signature Pages Follow]

In witness whereof, Grantors have caused this Intellectual Property Security Agreement to be executed and delivered by their duly authorized officer as of the date first set forth above.

GRANTORS:

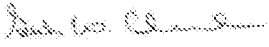
RAW SUGAR, LLC

By: _____
Name: Jose Minski
Title: President

ACCEPTED AND AGREED
as of the date first above written:

**BALANCE POINT CAPITAL
PARTNERS V, L.P., as Agent**

**By: Balance Point Capital Managers
V, LLC, its General Partner**

By: 
Name: Seth W. Alvord
Title: Managing Partner

Schedule 1
to
Intellectual Property Security Agreement






PATENTS, TRADEMARKS, AND COPYRIGHTS





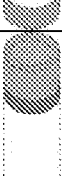


1. Grantors' US patents and patent applications:

| Loan Party | Patent Title | Application No. | Date of Application | Reg. No. | Date of Registration |
|----------------|--|-----------------|---------------------|----------|----------------------|
| Raw Sugar, LLC | Leak-Resistant Low-Friction Cosmetic Container and Applicator. | 17/091,197 | November 6, 2020 | N/A | N/A |
| Raw Sugar, LLC | Canister lid with clip | D/499,440 | August 14, 2014 | D769,480 | June 21, 2016 |
| Raw Sugar, LLC | Bottle Top with Clip | 29499445 | August 14, 2014 | D760078 | Jun 28, 2016 |
| Raw Sugar, LLC | Contact Lens Case | 29506448 | October 15, 2014 | D755517 | May 10, 2016 |
| Raw Sugar, LLC | Bamboo Lip Balm Container | 29599495 | April 4, 2017 | D828960 | Sept. 18, 2018 |
| Raw Sugar, LLC | Cosmetic Container | 29/768,478 | February 2, 2021 | N/A | N/A |

2. Grantors' US trademarks:

| Loan Party | Trademark Title | Application No. | Date of Application | Reg. No. | Date of Registration |
|----------------|----------------------------|-----------------|---------------------|-------------|----------------------|
| Raw Sugar, LLC | TRULY UNRULY | 88/035,010 | July 12, 2018 | 5718081 | April 2, 2019 |
| Raw Sugar, LLC | BOLERO BEVERLYHILLS | 77768981 | June 26, 2009 | 3951487 | April 26, 2011 |
| Raw Sugar, LLC | COLD PRESS TECHNOLOGY | 86270860 | May 3, 2014 | 4650717 | December 2, 2014 |
| Raw Sugar, LLC | DR. SPA | 86/657,744 | June 10, 2015 | 5115340 | January 3, 2017 |
| Raw Sugar, LLC | GLIDE-PUSH TECHNOLOGY | 90135212 | August 25, 2020 | [1B Status] | N/A |
| Raw Sugar, LLC | LOOK FOR THE BAMBOO TOPS & | 88239885 | December 21, 2018 | 5805780 | July 16, 2019 |

| Loan Party | Trademark Title | Application No. | Date of Application | Reg. No. | Date of Registration |
|----------------|---|-----------------|---------------------|----------|----------------------|
| | WHITE BOTTLES | | | | |
| Raw Sugar, LLC | MIGHTY CURLS | 88650253 | October 10, 2019 | 6171078 | October 6, 2020 |
| Raw Sugar, LLC | PRO REMEDY | 88659226 | October 17, 2019 | 6223218 | December 15, 2020 |
| Raw Sugar, LLC |  | 88334425 | March 11, 2019 | 5802820 | July 9, 2019 |
| Raw Sugar, LLC | PURE SCALP THERAPY | 88636923 | September 30, 2019 | 6171040 | October 6, 2020 |
| Raw Sugar, LLC | RAW SUGAR | 86232528 | March 26, 2014 | 4634500 | November 4, 2014 |
| Raw Sugar, LLC |  | 86447201 | November 6, 2014 | 4884122 | January 12, 2016 |
| Raw Sugar, LLC | RAW MEN SMELGOOD | 88700000 | November 20, 2019 | 6336071 | April 27, 2021 |
| Raw Sugar, LLC |  | 88120455 | September 17, 2018 | 5999700 | March 3, 2020 |
| Raw Sugar, LLC | RAW SUGAR | 88796407 | February 13, 2020 | 6298106 | March 23, 2021 |
| Raw Sugar, LLC | SIMPLY BAR SOAP | 87832529 | March 13, 2018 | 6217082 | December 8, 2020 |
| Raw Sugar, LLC | SIMPLY BODY WASH | 87828308 | March 9, 2018 | 5932819 | December 10, 2019 |
| Raw Sugar, LLC | SIMPLY HAND WASH | 87828335 | March 9, 2018 | 5932820 | December 10, 2019 |
| Raw Sugar, LLC | SUGAR NOTE | 90259210 | October 16, 2020 | 6410435 | July 6, 2021 |
| Raw Sugar, LLC |  | 87222826 | November 1, 2016 | 5331713 | November 7, 2017 |
| Raw Sugar, LLC |  | 88120445 | September 17, 2018 | 5900505 | November 5, 2019 |

| Loan Party | Trademark Title | Application No. | Date of Application | Reg. No. | Date of Registration |
|----------------|---|-----------------|---------------------|----------|----------------------|
| Raw Sugar, LLC |  | 90089422 | August 3, 2020 | 6324651 | April 13, 2021 |
| Raw Sugar, LLC |  | 90089410 | August 3, 2020 | 6324650 | April 13, 2021 |
| Raw Sugar, LLC |  | 90089461 | August 3, 2020 | 6324652 | April 13, 2021 |
| Raw Sugar, LLC |  | 90089545 | August 3, 2020 | 6324653 | April 13, 2021 |
| Raw Sugar, LLC |  | 90089726 | August 3, 2020 | 6324654 | April 13, 2021 |
| Raw Sugar, LLC |  | 90089759 | August 3, 2020 | 6324655 | April 13, 2021 |
| Raw Sugar, LLC |  | 90089970 | August 3, 2020 | 6324656 | April 13, 2021 |
| Raw Sugar, LLC | ALL THAT SHINES | 88035054 | July 12, 2018 | 5718082 | April 2, 2019 |
| Raw Sugar, LLC | SKINTEN | 86733432 | August 21, 2015 | 5205505 | May 16, 2017 |
| Raw Sugar, LLC | POP STUDIOS | 86966980 | April 6, 2016 | 5201420 | May 9, 2017 |
| Raw Sugar, LLC | POP STUDIOS | 87387504 | March 27, 2017 | 5460404 | May 1, 2018 |
| Raw Sugar, LLC | UNFILTERED BY RAWSUGAR | 88633604 | September 27, 2019 | 6171033 | October 6, 2020 |

| Loan Party | Trademark Title | Application No. | Date of Application | Reg. No. | Date of Registration |
|-------------------|------------------------|------------------------|----------------------------|-----------------|-----------------------------|
| Raw Sugar, LLC | RAW SUGAR INITIATIVE | 86928282 | March 3, 2016 | 5063037 | October 18, 2016 |

3. Grantors' US copyrights:

| Loan Party | Copyright Title | Application No. | Date of Publication | Reg. No. | Date of Registration |
|-------------------|-------------------------------|------------------------|----------------------------|-----------------|-----------------------------|
| Raw Sugar, LLC | Suds Character Bottle Design. | 88/035,010 | June 3, 2015 | VA0002249862 | April 29, 2021 |

EXHIBIT A

SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Supplement”) made as of this ___ day of _____, by RAW SUGAR, LLC, a Delaware limited liability company (“Sugar”, and with each other Person joined hereto from time to time, collectively, the, collectively, “Grantors” and each a “Grantor”), in favor of Balance Point Capital Partners V, L.P., a Delaware limited partnership, with an address at 285 Riverside Avenue, Suite 200, Westport, Connecticut 06880, in its capacity as “Agent” under the Credit Agreement (together with its successors and assigns in such capacity, including any replacement or successor “Agent” appointed under the Credit Agreement, the “Agent”):

W I T N E S S E T H

WHEREAS, Grantors and Agent are parties to a certain Intellectual Property Security Agreement dated as of August 31, 2021 (as the same heretofore may have been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the “IP Agreement”). Capitalized terms used herein but not otherwise defined herein shall have the meanings given thereto in the IP Agreement;

WHEREAS, pursuant to the terms of the Credit Agreement, to secure the prompt payment and performance of all Obligations to Agent and each other Secured Party, Grantors have assigned, pledged and granted to Agent, for its benefit and for the ratable benefit of each Secured Party, a continuing security interest in and to and Lien on all of such Grantor’s right, title and interest in, to and under the Intellectual Property Collateral of each Grantor, all whether now owned or hereafter created, arising and/or acquired; and

WHEREAS, also pursuant to the IP Agreement, Grantors have agreed that if the Grantor acquires any new US Registered Intellectual Property (excluding only Intellectual Property that constitute Excluded Property (and then only for so long as such Intellectual Property would constitute Excluded Property)), Grantor shall deliver within the time permitted by the IP Agreement to Agent a Supplement to the IP Agreement in the form of Exhibit A to such IP Agreement pursuant to which Grantors shall reconfirm the grant by them of a security interest in all such newly acquired US Registered Intellectual Property, which such Supplement is intended by the parties to be filed with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable,

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by each party hereto, and intending to be legally bound, and with the foregoing background and recitals incorporated by reference, Grantors agree as follows:

1. Grant and Reaffirmation of Grant of Security Interests. Without limiting any other grant of Lien by any Grantor in any Collateral under the Credit Agreement or any Other Document, to secure the prompt payment and performance of all Obligations to Agent and each other Secured Party, each Grantor hereby assigns, pledges and grants to Agent, for its benefit and

for the ratable benefit of each other Secured Party, a continuing security interest in and to and Lien on all of such Grantor's right, title and interest in, to and under the following Collateral of Grantor, all whether now owned or hereafter created, arising and/or acquired (the "**Intellectual Property Collateral**"):

(a) the newly acquired US Registered Intellectual Property listed on Schedule 1 to this Supplement (together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing),

(b) all goodwill of the business connected with the use of, and symbolized by, any trademark and trademark application covered by (a) above; and

(c) all other property otherwise constituting Intellectual Property Collateral relating to the foregoing.

Notwithstanding the foregoing, the Intellectual Property Collateral shall not include any Excluded Property. Grantors agree that all such newly acquired Intellectual Property Collateral described above shall be included in and be part of the Intellectual Property Collateral under and subject to all of the terms and provisions of the IP Agreement. Grantors hereby authorize Agent to file and record a copy of this Supplement with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable

A. Representations and Warranties. Grantor hereby represents and warrants to Agent and to the Lenders that Schedule I hereto sets forth a full, complete and correct list of all US Registered Intellectual Property Collateral owned by Grantor as of the date hereof not listed on Schedule 1 to the original IP Agreement or any Schedule to any other Supplement to the original IP Agreement delivered by Grantor since the date thereof (excluding only Intellectual Property that constitute Excluded Property).

2. Incorporation of the IP Agreement. The terms and provisions of the IP Agreement are hereby incorporated by reference and this Supplement shall be considered an amendment and supplement to and part of the IP Agreement, all of the provisions of which IP Agreement are and remain in full force and effect.

[Signatures on Following Page]

IN WITNESS WHEREOF, Grantors have duly executed this Supplement to the IP Security Agreement as of the date first written above.

GRANTORS:

RAW SUGAR, LLC

By: _____

Name:

Title:

ACCEPTED AND AGREED
as of the date first above written:

**BALANCE POINT CAPITAL
PARTNERS V, L.P., as Agent**

**By: Balance Point Capital Managers
V, LLC, its General Partner**

By: _____

Name: _____

Title: _____

[Signature Page to IP Security Agreement – Supplement Date _____]

**SCHEDULE I TO SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY
AGREEMENT**