

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT7816361

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
ORVEON GLOBAL US LLC	02/27/2023
RECEIVING PARTY DATA	
Name:	WINGSPIRE CAPITAL LLC
Street Address:	11720 AMBER PARK DRIVE
Internal Address:	SUITE 500
City:	ALPHARETTA
State/Country:	GEORGIA
Postal Code:	30009
PROPERTY NUMBERS Total: 10	
Property Type	Number
Patent Number:	D793090
Patent Number:	9635927
Patent Number:	D770185
Patent Number:	D824678
Patent Number:	10517383
Patent Number:	D777448
Patent Number:	8066019
Patent Number:	D692672
Patent Number:	D935788
Patent Number:	D974772
CORRESPONDENCE DATA	
Fax Number:	(310)557-2193
<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>	
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ATTORNEY DOCKET NUMBER:	87348.001
NAME OF SUBMITTER:	KIMBERLEY A. LATHROP
SIGNATURE:	/Kimberley A. Lathrop/
DATE SIGNED:	02/27/2023
Total Attachments: 4 source=Orveon - Patent Security Agreement [Executed]#page1.tif source=Orveon - Patent Security Agreement [Executed]#page2.tif source=Orveon - Patent Security Agreement [Executed]#page3.tif source=Orveon - Patent Security Agreement [Executed]#page4.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of February 27, 2023, (this “Agreement”), by Orveon Global US LLC (the “Grantor”) in favor of the Administrative Agent referred to below.

Reference is made to that certain Pledge and Security Agreement, dated as of February 27, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Loan Parties from time to time party thereto and the Administrative Agent. The Lenders (as defined in the Credit Agreement referred to below) and Issuing Banks (as defined in the Credit Agreement) have extended credit to the Borrowers (as defined in the Credit Agreement) subject to the terms and conditions set forth in that certain ABL Credit Agreement, dated as of February 27, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Orveon Global Holdings Ltd., a private limited company incorporated under the laws of England and Wales, having its registered office at Suite 1, 3rd Floor 11 - 12 St James’s Square, London, United Kingdom, SW1Y 4LB, with registered number 13540732 (“Holdings”), Orveon Global Intermediate Ltd., a private limited company incorporated under the laws of England and Wales, having its registered office at Suite 1, 3rd Floor 11 – 12 St James’s Square, London, United Kingdom, SW1Y 4LB, with registered number 13651085 (“Intermediate Holdings”), Orveon Global US LLC, a Delaware limited liability company (the “Borrower Representative”), the other Borrowers (as defined therein) from time to time party thereto, the Lenders (as defined therein) and Issuing Banks (as defined therein) from time to time party thereto and Wingspire Capital LLC, in its capacities as administrative agent for the Lenders and collateral agent for the Secured Parties (as defined therein) (in such capacities and together with its successors and assigns, the “Administrative Agent”) and as the Swingline Lender (as defined therein). Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used herein but not otherwise defined herein shall have the meaning given to such terms in the Security Agreement or the Credit Agreement, as applicable, as in effect on the date hereof.

SECTION 2. *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the Grantor and regardless of where located (collectively, the “IP Collateral”):

A. the issued Patents and pending applications in the United States Patent and Trademark Office listed on Schedule I hereto; and

B. all Proceeds of the foregoing;


in each case, to the extent the foregoing items are not Excluded Assets.

SECTION 3. *Security Agreement.* The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Governing Law.* This Agreement, and any claim, controversy or dispute arising under or related to this Agreement, shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

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ORVEON GLOBAL US LLC

By: _____

Name: Emilia Flamini

Title: Chief Financial Officer

SCHEDULE I

PATENTS

Owner	Patent	Issue Date	Patent Number
Orveon Global US LLC	Brush with recessed bristles	08/01/2017	D793090
Orveon Global US LLC	Brush head with recessed bristles, brush, method of making and method of using same	5/2/2017	9635927
Orveon Global US LLC	Brush head with recessed convex bristles	11/1/2016	D770185
Orveon Global US LLC	Brush with head skirt	8/7/2018	D824678
Orveon Global US LLC	Brush head with recessed bristles, brush, method of making and method of using same	12/31/2019	10517383
Orveon Global US LLC	Brush	1/31/2017	D777448
Orveon Global US LLC	Cosmetic powder container with rotating dispensing mechanism	11/29/2011	8066019
Orveon Global US LLC	Cosmetic Applicator	11/5/2013	D692672
Orveon Global US LLC	Cosmetic Applicator	11/16/2021	D935788
Orveon Global US LLC	Cosmetic Applicator	1/10/2023	D974772