

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT8140263

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT COLLATERAL AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
FUNCTION INC.	08/29/2023
RECEIVING PARTY DATA	
Name:	LC 9 LUSTROUS LOCKS HOLDINGS, LP
Street Address:	599 WEST PUTNAM AVENUE
Internal Address:	C/O L CATTERTON
City:	GREENWICH
State/Country:	CONNECTICUT
Postal Code:	06830
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	10546658
Patent Number:	11574739
Application Number:	18106210
CORRESPONDENCE DATA	
Fax Number:	(949)475-4754
<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:	949-451-3800
Email:	skann@gibsondunn.com
Correspondent Name:	STEPHANIE KANN
Address Line 1:	3161 MICHELSON DRIVE
Address Line 2:	GIBSON, DUNN & CRUTCHER LLP
Address Line 4:	IRVINE, CALIFORNIA 92612
ATTORNEY DOCKET NUMBER:	19697-00159
NAME OF SUBMITTER:	STEPHANIE KANN
SIGNATURE:	/stephanie kann/
DATE SIGNED:	08/29/2023
Total Attachments: 5	
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PATENT COLLATERAL AGREEMENT

This PATENT COLLATERAL AGREEMENT (this “**Agreement**”), dated as of August 29, 2023 is entered into by and among, Function Inc., a Delaware corporation (the “**Grantor**”) and LC 9 Lustrous Locks Holdings, LP, as Administrative Agent (the “**Assignee**”) pursuant to (i) that certain Guarantee and Collateral Agreement, dated as of August 29, 2023, among the Assignee, the Grantor and the other Grantors party thereto (as amended, restated, supplemented or otherwise modified from time to time, the “**Collateral Agreement**”), and (ii) that certain Credit Agreement, dated as of August 29, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), between, among others, certain of the Grantor’s affiliates, the Assignee, and certain Lenders party thereto.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Collateral Agreement, the Grantor has granted in favor of the Assignee a security interest in certain Collateral, including the federally registered Patents set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Assignee hereby agree as follows:

Grant of Security Interest

Subject to the terms and conditions of the Collateral Agreement, to evidence further the security interest granted by the Grantor to the Assignee pursuant to the Collateral Agreement, the Grantor hereby assigns and pledges to the Assignee, its successors and assigns, for the ratable benefit of the Secured Parties, and hereby grants to Assignee, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in and lien on all of the Grantor’s right, title and interest in, to and under the Patents, whether now owned or existing or at any time hereafter acquired or arising and wherever located, to the extent constituting the Grantor’s Collateral, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise). For the purposes of this Agreement, “Patents” shall mean all of the following now owned or hereafter acquired by any Grantor: (a) all letters patent of the United States or the equivalent thereof in any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or the equivalent thereof in any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office (or any successor or any similar offices in any other country), including those listed on Schedule A, and (b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

Schedule A hereto contains a true and accurate list of all of the Grantor’s federally registered United States registrations and applications for registration for the Patents existing as of the date hereof.

The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement. In connection with the foregoing, the Grantor authorizes the Assignee, upon notice to the Grantor, to modify this Agreement without obtaining the Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Patents owned or subsequently acquired by the Grantor or to delete any reference to any right, title or interest in any Patents in which the Grantor no longer has or claims any right, title or interest. The Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Patent to the security interests and perfection created or contemplated hereby or by the Collateral Agreement.

Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

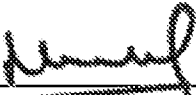
Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

ASSIGNEE:

**LC 9 Lustrous Locks Holdings, LP,
a Delaware limited partnership**


By:  _____
Name: Nik Thakral
Title:

Address of Assignee:
c/o L Catterton
599 West Putnam Avenue
Greenwich, CT 06830
E-mail: yujie.zeng@lcatterton.com;
phil.wood@lcatterton.com

GRANTOR:

Function Inc.,
a Delaware corporation

By: _____


Name: Alexandra Papazian
Title: Chief Executive Officer

Address of Grantor:

632 Broadway, Floor 10
New York, NY 10012

Attn: Alexandra Papazian, CEO and Robert Hawk, CFO

Email: alex@functionofbeautv.com and
robert.hawk@functionofbeauty.com

[Signature Page to Patent Collateral Agreement]

SCHEDULE A
TO PATENT COLLATERAL AGREEMENT

Schedule A to PATENT COLLATERAL AGREEMENT

Registered Patents and Applications

	Country	Title	Owner	Status	Appl. Ser. No.	Filing Date	Pat. No.	Date Issued
1	United States	Systems and Methods for Formulating Personalized Skincare Products	Function, Inc.	Issued	16/259, 831	Jan-28-2019	10,546,658	Jan-28-2020
2	United States	Systems and Methods for Formulating Personalized Skincare Products	Function, Inc.	Issued	16/710,272	Dec-11-2019	11,574,739	Feb-7-2023
3	United States	Systems and Methods for Formulating Personalized Skincare Products	Function, Inc.	Pending	18/106,210	Feb-6-2023	N/A	N/A