

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT8261414

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
DOLLAR SHAVE CLUB, INC.	11/01/2023

RECEIVING PARTY DATA

Name:	GATEWAY PERSONAL CARE INVESTMENT, LLC
Street Address:	11150 SANTA MONICA BOULEVARD
Internal Address:	SUITE 400
City:	LOS ANGELES
State/Country:	CALIFORNIA
Postal Code:	90025

PROPERTY NUMBERS Total: 39

Property Type	Number
Patent Number:	D778499
Patent Number:	D787125
Patent Number:	D792647
Patent Number:	D778500
Patent Number:	D787126
Patent Number:	D792648
Patent Number:	D779122
Patent Number:	D787127
Patent Number:	D792649
Patent Number:	D861325
Patent Number:	10909611
Patent Number:	10970773
Patent Number:	D840222
Patent Number:	11117280
Patent Number:	11712814
Patent Number:	D816905
Patent Number:	D816908
Patent Number:	D816906
Patent Number:	D816909

PATENT

Property Type	Number
Patent Number:	D816907
Patent Number:	9993931
Patent Number:	10538007
Patent Number:	10569435
Patent Number:	11745371
Patent Number:	D816910
Patent Number:	D829991
Patent Number:	D816912
Patent Number:	D816911
Patent Number:	11000960
Patent Number:	11254022
Patent Number:	11752649
Application Number:	29837351
Application Number:	29844755
Application Number:	29844768
Application Number:	29886466
Application Number:	29886468
Application Number:	18208876
Application Number:	16663318
Application Number:	18227253

CORRESPONDENCE DATA

Fax Number: (312)862-2200
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: 312.862.3135
Email: barbara.siepka@kirkland.com
Correspondent Name: BARBARA M. SIEPKA
Address Line 1: 300 NORTH LA SALLE
Address Line 2: KIRKLAND & ELLIS LLP
Address Line 4: CHICAGO, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	26618-45
NAME OF SUBMITTER:	BARBARA M. SIEPKA
SIGNATURE:	/Barbara M. Siepka/
DATE SIGNED:	11/06/2023

Total Attachments: 6

- source=Project Sussex - Patent Security Agreement (Executed)_(101851283_1)#page1.tif
- source=Project Sussex - Patent Security Agreement (Executed)_(101851283_1)#page2.tif
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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of November 1, 2023, is made by Dollar Shave Club, Inc. (the “Grantor”) in favor of Gateway Personal Care Investment, LLC, as lender (in such capacity, together with its successors and permitted assigns, the “Lender”).

WITNESSETH:

WHEREAS, the Grantor and the Lender have entered into that certain Revolving Secured Promissory Note, dated as of November 1, 2023, by and among Gateway Personal Care Holdings, LLC (the “Borrower”), the Grantor, the Lender and the other parties party thereto (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Promissory Note”);

WHEREAS, as a condition to the extension of credit by the Lender to the Borrower under the Promissory Note, the Grantor has agreed to grant to the Lender a security interest in, and lien on, all of the Patent Collateral (as defined below); and

WHEREAS, pursuant to the Promissory Note, the Grantor is required to execute and deliver this Patent Security Agreement for purposes of recording such security interest with the United States Patent and Trademark Office;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Promissory Note.

Section 2. Grant of Security Interest in Patent Collateral. The Grantor, as collateral security for the prompt and complete payment and performance of the Obligations of the Grantor, hereby grants to the Lender, a Lien on and security interest in all of its right, title and interest in, to and under the following Collateral of the Grantor (the “Patent Collateral”):

(a) all of its Patents, including, without limitation, those Patents referred to on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(c) 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, dilution, violation or other impairment thereof.

Section 3. No Foreign Perfection. For the avoidance of doubt, no actions shall be required to create or perfect any security interest (i) in any assets locations outside of the United States or (ii) by any means other than by filings in the United States Patent and Trademark Office.

Section 4. Promissory Note. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Promissory Note and the Grantor hereby acknowledges and agrees that the rights and remedies of the

Lender with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Promissory Note. In the event of a conflict between the provisions of this Patent Security Agreement and the Promissory Note, the Promissory Note shall control.

Section 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this agreement by facsimile transmission or by electronic means shall be as effective as delivery of a manually executed counterpart hereof.

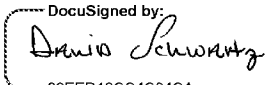
Section 6. Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York without regard to principles of conflicts of law.

Section 7. Termination. This Patent Security Agreement shall terminate and the Lien on and security interest in the Patent Collateral shall be released upon the payment and performance of the Obligations. Upon the termination of this Patent Security Agreement, the Lender shall execute all documents, make all filings, take all other actions reasonably requested by the Grantor to evidence and record the release of the Lien on and security interests in the Patent Collateral granted herein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

DOLLAR SHAVE CLUB, INC., as Grantor

By: 
Name: David Schwartz
Title: Vice President

ACCEPTED AND AGREED
as of the date first above written:

GATEWAY PERSONAL CARE INVESTMENT, LLC, as Lender

By: _____
Name: _____
Title: _____

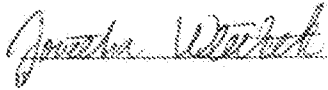
IN WITNESS WHEREOF, the Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

DOLLAR SHAVE CLUB, INC., as Grantor

By: _____
Name: _____
Title: _____

ACCEPTED AND AGREED
as of the date first above written:

GATEWAY PERSONAL CARE INVESTMENT, LLC, as Lender

By: 
Name: Jonathan Whitlock
Title: Vice President

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Patents and Patent Applications

Country	Title	Status	Serial #	Filed Date	Patent #	Issue Date
UNITED STATES	RAZOR HANDLE	ISSUED	29/544413	11/3/2015	D778,499	2/7/2017
UNITED STATES	RAZOR HANDLE	ISSUED	29/577986	9/16/2016	D787,125	5/16/2017
UNITED STATES	RAZOR HANDLE	ISSUED	29/578024	9/16/2016	D792,647	7/18/2017
UNITED STATES	RAZOR HANDLE	ISSUED	29/544416	11/3/2015	D778,500	2/7/2017
UNITED STATES	RAZOR HANDLE	ISSUED	29/577995	9/16/2016	D787,126	5/16/2017
UNITED STATES	RAZOR HANDLE	ISSUED	29/578028	9/16/2016	D792,648	7/18/2017
UNITED STATES	RAZOR HANDLE	ISSUED	29/544420	11/3/2015	D779,122	2/14/2017
UNITED STATES	RAZOR HANDLE	ISSUED	29/578001	9/16/2016	D787,127	5/16/2017
UNITED STATES	RAZOR HANDLE	ISSUED	29/578030	9/16/2016	D792,649	7/18/2017
UNITED STATES	BAG	ISSUED	29/603493	5/10/2017	D861,325	10/1/2019
UNITED STATES	SMART CAP PRODUCT REORDERING	ISSUED	16/045512	7/25/2018	10,909,611	2/2/2021
UNITED STATES	SMART CAP AND/OR HANDLE	ISSUED	16/254371	1/22/2019	10,970,773	4/6/2021
UNITED STATES	PACKAGING	ISSUED	29/621678	10/10/2017	D840,222	2/12/2019
UNITED STATES	DISPENSER	PENDING	29/837351	5/4/2022		
UNITED STATES	RAZOR HANDLE	PENDING	29/844755	6/30/2022		
UNITED STATES	RAZOR HANDLE	PENDING	29/844768	6/30/2022		
UNITED STATES	RAZOR HANDLE	PENDING	29/886466	3/8/2023		
UNITED STATES	RAZOR HANDLE	PENDING	29/886468	3/8/2023		
UNITED STATES	RAZOR CARTRIDGE	ISSUED	16/134566	9/18/2018	11,117,280	9/14/2021
UNITED STATES	RAZOR CARTRIDGE	ISSUED	17/401199	8/12/2021	11,712,814	8/1/2023
UNITED STATES	RAZOR CARTRIDGE	PENDING	18/208876	6/12/2023		
UNITED STATES	RAZOR CARTRIDGE	ISSUED	29/558508	3/18/2016	D816,905	5/1/2018
UNITED STATES	RAZOR CARTRIDGE	ISSUED	29/577356	9/12/2016	D816,908	5/1/2018
UNITED STATES	RAZOR CARTRIDGE	ISSUED	29/558510	3/18/2016	D816,906	5/1/2018
UNITED STATES	RAZOR CARTRIDGE	ISSUED	29/577358	9/12/2016	D816,909	5/1/2018
UNITED STATES	RAZOR FRAME	ISSUED	29/558512	3/18/2016	D816,907	5/1/2018
UNITED STATES	RAZOR DOCKING AND PIVOT	ISSUED	15/380760	12/15/2016	9,993,931	6/12/2018
UNITED STATES	RAZOR CARTRIDGE	ISSUED	15/977975	5/11/2018	10,538,007	1/21/2020
UNITED STATES	RAZOR DOCKING	ISSUED	15/977964	5/11/2018	10,569,435	2/25/2020
UNITED STATES	RAZOR DOCKING	ISSUED	16/663318	10/24/2019	10,569,435	4/12/2022
UNITED STATES	RAZOR CARTRIDGE	ISSUED	17/672679	2/15/2022	11,745,371	9/5/2023

SCHEDULE I

**PATENT
REEL: 065470 FRAME: 0746**

Country	Title	Status	Serial #	Filed Date	Patent #	Issue Date
UNITED STATES	RAZOR CARTRIDGE	PENDING	18/227253	7/27/2023		
UNITED STATES	DESIGN CARTRIDGE MODEL C	ISSUED	29/578793	9/23/2016	D816,910	5/1/2018
UNITED STATES	RAZOR CARTRIDGE	ISSUED	29/585155	11/21/2016	D829,991	10/2/2018
UNITED STATES	RAZOR CARTRIDGE	ISSUED	29/585422	11/23/2016	D816,912	5/1/2018
UNITED STATES	RAZOR DOCKING MECHANISM	ISSUED	29/580333	10/7/2016	D816,911	5/1/2018
UNITED STATES	RAZOR EXPOSURE	ISSUED	17/099681	11/16/2020	11,000,960	5/11/2021
UNITED STATES	RAZOR EXPOSURE	ISSUED	17/228627	4/12/2021	11,254,022	2/22/2022
UNITED STATES	RAZOR EXPOSURE	ISSUED	17/574539	1/12/2022	11,752,649	9/12/2023

SCHEDULE I