

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM520801

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
DD KARMA LLC		04/23/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JACOB CAPITAL, L.L.C.		
<b>Street Address:</b>	C/O VICTORY PARK CAPITAL, 150 N. RIVERSIDE PLAZA		
<b>Internal Address:</b>	SUITE 5200		
<b>City:</b>	CHICAGO		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: ILLINOIS		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4280341	BIOPERFÉCT	
<b>Registration Number:</b>	5535693	THE WELL KEPT MAN	
<b>Registration Number:</b>	4421664	DERMAFLASH	
<b>Registration Number:</b>	4896070	DERMAFLASH	
<b>Registration Number:</b>	4893293	DERMAFLASH	
<b>Registration Number:</b>	4985366	DERMAFLASH A REVOLUTION IN SKIN CARE	
<b>Registration Number:</b>	4985373		
<b>Registration Number:</b>	4979924	FROM FUZZY TO FABULOUS IN A FLASH	
<b>Registration Number:</b>	5350591	FIRST YOU FLASH!	
<b>Registration Number:</b>	5488182	POSTFLASH	
<b>Registration Number:</b>	5662819	POSTFLASH	
<b>Registration Number:</b>	5488181	PREFLASH	
<b>Registration Number:</b>	5567112	FLASH & GLOW	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129021061		
<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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**Phone:** 312-577-8208  
**Email:** alana.hernandez@kattenlaw.com  
**Correspondent Name:** ALANA HERNANDEZ C/O KATTEN MUCHIN  
**Address Line 1:** 525 W MONROE STREET  
**Address Line 4:** CHICAGO, ILLINOIS 60661

**NAME OF SUBMITTER:** ALANA HERNANDEZ

**SIGNATURE:** /ALANA HERNANDEZ/

**DATE SIGNED:** 04/25/2019

**Total Attachments: 15**

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**THIS AGREEMENT IS SUBJECT TO THE SUBORDINATION AND INTERCREDITOR AGREEMENT, DATED AS OF APRIL 23, 2019, AMONG THE BORROWER, THE LENDER AND ASSEMBLED BRANDS CAPITAL FUNDING LLC, UNDER WHICH THIS AGREEMENT AND THE BORROWER'S OBLIGATIONS HEREUNDER ARE SUBORDINATED IN THE MANNER SET FORTH THEREIN TO THE PRIOR PAYMENT OF CERTAIN OBLIGATIONS TO THE HOLDERS OF SENIOR INDEBTEDNESS AS DEFINED THEREIN.**

## **INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Intellectual Property Security Agreement, is entered into this 23<sup>rd</sup> day of April, 2019 (the "Agreement") by DD Karma LLC, a Delaware limited liability company ("Borrower"), in favor of **Jacob Capital, L.L.C.** ("Lender").

### RECITALS

WHEREAS, Lender has extended loans to Borrower pursuant to the terms and conditions of those certain Amended and Restated Senior Secured Promissory Notes dated as of the date hereof and executed by Borrower in favor of Lender (collectively, the "Notes"; capitalized terms used but not defined herein shall have the meanings ascribed to them in the Notes).

WHEREAS, under the terms of the Notes, Borrower has granted Lender a security interest in, among other property, all of Borrower's intellectual property constituting Collateral.

WHEREAS, this Agreement is executed for the purpose of pledging Borrower's intellectual property as security for the Borrower's obligations owed Lender under Notes and the this Agreement.

1. Grant of Security Interest. Borrower hereby grants to Lender a security interest in and lien on all of the intellectual property assets owned by Borrower that constitute Collateral, including without limitation all patents, trademarks, and copyrights set forth in **Exhibit 1**, attached hereto and incorporated herein by reference, wherever located and whether now owned or hereafter acquired, all source code associated with such intellectual property, all goodwill of the business of Borrower connected with the use of, or otherwise symbolized by, such intellectual property, all rights to sue for infringement of such intellectual property, and all parts, replacements, substitutions, profits, products, amendments, updates and cash and non-cash proceeds of any of the foregoing (including insurance proceeds, of any kind, including those payable by reason of loss or damage thereto) in any form and wherever located, and all written or electronically recorded books and records relating to any such assets and other rights relating thereto, wherever located and whether now owned or hereafter acquired (collectively, the "IP Collateral").

2. Recordation. Borrower authorizes the Commissioner for Patents, the Commissioner for Trademarks, and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Lender.

3. Notes. This Agreement has been entered into pursuant to and in conjunction with the Notes, which is hereby incorporated by reference. If there is a conflict between the

definitions, terms or provisions of this Agreement and the Notes, the definitions, terms or provisions of the Notes shall control, except in connection with goodwill in which case this Agreement shall control. The rights and remedies of Lender with respect to the IP Collateral are as provided by the Notes, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signature Pages Follow]

IN WITNESS WHEREOF, the Borrower has caused this Agreement to be duly executed as of the day and year first above written.

**BORROWER:**

DD KARMA LLC, a Delaware limited liability company

By:   
Name: Geoff Mikelsons  
Title: Member Manager / CFO

**EXHIBIT 1**


List of Patents, Trademarks, and Copyrights

**TRADEMARKS**

See attached.

**DD KARMA Trademark Applications and Registrations**

JURISDICTION	MARK	SERIAL NO.	FILING DATE	REG. NO.	REG. DATE	OWNER	GOODS/SERVICES	STATUS/ COMMENTS
UNITED STATES	BIOPERFECT	85/310,755	May 3, 2011	4,280,341	January 22, 2013	DD Karma LLC	Class 3: Skin care products all for cosmetic purposes, namely, moisturizer, eye cream, skin conditioning primers, cleansers, tinted moisturizer, tinted sunblock, sunscreen preparation, fruit-acid exfoliation products and lactic acid exfoliation products	Mark registered. Section 8&15 Affidavits due by January 22, 2019; registrant can still file Affidavits in the grace period which expires on July 22, 2019.
UNITED STATES	THE WELL KEPT MAN	87/748,631	January 9, 2018	5,535,693	August 7, 2018	DD Karma LLC	Class 3: Non-medicated shaving creams; non-medicated pre-shave creams; non-medicated shaving preparations; non-medicated body and facial cleansers; facial exfoliate; facial masks; skin toner and anti-aging toner; body and facial moisturizers	Mark registered. Section 8&15 Affidavits due: August 7, 2024.
UNITED STATES	DERMAFLASH	85/879,331	March 18, 2013	4,421,664	October 22, 2013	DD Karma LLC	Class 44: Health spa services, namely, providing an exfoliating facial	Mark registered. Section 8&15 Affidavits of Use due: October 22, 2019.
UNITED STATES	DERMAFLASH	86/098,995	October 23, 2013	4,896,070	February 2, 2016	DD Karma LLC	Class 8: Handheld blade-based electrical and rechargeable device for exfoliating skin, improving skin tone and texture, and hair removal for aesthetic beauty purposes	Mark registered. Section 8&15 Affidavits of Use due: January 26, 2022.
UNITED STATES	DERMAFLASH	85/915,184	April 25, 2013	4,893,293	January 26, 2016	DD Karma LLC	Class 3: Skin care products all for cosmetic purposes, namely, skin conditioning primers and cleansers, enzyme peel, toner, serum and hydrating lotion along with a derma-planing blade either electric or manual, all sold together in a kit	Mark registered. Section 8&15 Affidavits of Use due: February 2, 2022.

JURISDICTION	MARK	SERIAL NO.	FILING DATE	RPG. NO.	RPG. DATE	OWNER	GOODS/SERVICES	STATUS/ COMMENTS
UNITED STATES	DERMAFLASH A REVOLUTION IN SKIN CARE and Design	86/739,700	August 27, 2015	4,985,366	June 21, 2016	DD Karma LLC	for home facial treatments Class 3: Skin care products all for cosmetic purposes, namely, skin conditioning primers and cleansers, enzyme peel, toner, serum and hydrating lotion along with a derma-planing blade either electric or rechargeable all sold together in a kit for home facial treatments. Class 8: Handheld blade-based electrical and rechargeable device for exfoliating skin, improving skin tone and texture, and hair removal for aesthetic beauty purposes	Mark registered, Section 8 & 15 Affidavits due by June 21, 2022.
UNITED STATES	DESIGN ONLY 	86/743,157	August 31, 2015	4,985,373	June 21, 2016	DD Karma LLC	Class 3: Skin care products all for cosmetic purposes, namely, skin conditioning primers and cleansers, enzyme peel, toner, serum and hydrating lotion along with a derma-planing blade either electric or rechargeable all sold together in a kit for home facial treatments. Class 8: Handheld blade-based electrical and rechargeable device for exfoliating skin, improving skin tone and texture, and hair removal for aesthetic beauty purposes	Mark registered, Section 8 & 15 Affidavits due by June 21, 2022.
UNITED STATES	FROM FUZZY TO FABULOUS IN A FLASH	86/730,992	August 20, 2015	4,979,924	June 14, 2016	DD Karma LLC	Class 3: Skin care products all for cosmetic purposes, namely, skin conditioning primers and cleansers, enzyme peel, toner, serum and hydrating lotion along with a derma-planing blade either electric or rechargeable all sold together in a kit for home facial treatments. Class 8: Handheld blade-based electrical and rechargeable device	Mark registered, Section 8 & 15 Affidavits due by June 14, 2022.



JURISDICTION	MARK	SERIAL NO.	FILING DATE	RPG. NO.	RPG. DATE	OWNER	GOODS/SERVICES	STATUS/ COMMENTS
UNITED STATES	FIRST YOU FLASH!	87/450,267	May 15, 2017	5,350,591	December 5, 2017	DD Karma, LLC	Class 3: Skin care products all for cosmetic purposes, namely, skin conditioning primers and cleansers, enzyme peel, toner, serum and hydrating lotion along with a derma-planing blade either electric or rechargeable all sold together in a kit for home facial treatments. Class 8: Handheld blade-based electrical and rechargeable device for exfoliating skin, improving skin tone and texture, and hair removal for aesthetic beauty purposes.	Mark registered. Section 8&15 Affidavits due by December 5, 2023.
UNITED STATES	POSTFLASH	87/561,887	August 9, 2017	5,488,182	June 5, 2018	DD Karma, LLC	Class 3: Skin care products all for cosmetic purposes, namely, skin conditioning primers and cleansers, toner, serum and hydrating lotion along with a derma-planing blade either electric or manual for exfoliating skin all sold together in a kit for exfoliating skin or as part of a replenishment kit for use with the device.	Mark registered; Section 8&15 Affidavits due by June 5, 2024.
UNITED STATES	POSTFLASH	87/719,438	December 13, 2017	5,662,819	January 22, 2019	DD Karma, LLC	Class 3: Skin care product for cosmetic purposes, namely, hydrating moisturizer.	Mark registered; Section 8&15 Affidavits due by January 22, 2025.
UNITED STATES	PREFLASH	87/561,851	August 8, 2017	5,488,181	June 5, 2018	DD Karma, LLC	Class 3: Skin care products all for cosmetic purposes, namely, skin conditioning primers and cleansers, toner, serum and hydrating lotion along with a derma-planing blade either electric or manual for exfoliating skin all sold together in	Mark registered; Section 8&15 Affidavits due by June 5, 2024.

JURISDICTION	MARK	SERIAL NO.	FILING DATE	RPG. NO.	RPG. DATE	OWNER	GOODS/SERVICES	STATUS/ COMMENTS
UNITED STATES	FLASH & GLOW	87/631,601	October 3, 2017	5,567,112	September 18, 2018	DD Karma LLC	Class 3: Skin care products, namely, peel pads. a kit for exfoliating skin or as part of a replenishment kit for use with the device.	Mark registered; Section 8&15 Affidavits due by September 18, 2024.
CANADA	DERMAFLASH	1,742,492	August 19, 2015	TMA972537	June 2, 2017	DD Karma, LLC	Class 3: Skin care products all for cosmetic purposes, namely, skin conditioning primers and cleansers, enzyme peel, toner, serum and hydrating lotion along with a derma-planing blade either electric or rechargeable all sold together in a kit for home facial treatments. Class 8: Handheld blade-based electrical and rechargeable device for exfoliating skin, improving skin tone and texture, and hair removal for aesthetic beauty purposes.	Registered; Next renewal due by June 2, 2032.
CANADA	DERMAFLASH A REVOLUTION IN SKIN CARE and Design 	1,745,221	September 9, 2015	TMA964613	March 2, 2017	DD Karma, LLC	Class 3: Skin care products all for cosmetic purposes, namely, skin conditioning primers and cleansers, enzyme peel, toner, serum and hydrating lotion along with a derma-planing blade either electric or rechargeable all sold together in a kit for home facial treatments. Class 8: Handheld blade-based electrical and rechargeable device for exfoliating skin, improving skin tone and texture, and hair removal for aesthetic beauty purposes.	Registered; Next renewal due by March 2, 2032.
SOUTH KOREA	DERMAFLASH	40-2015-0063096	August 25, 2015	40-1205320	September 28, 2016	DD Karma, LLC	Class 3: Skin care products all for cosmetic purposes, namely, skin conditioning primers and cleansers, enzyme peel, toner, serum and	Mark registered on September 28, 2016. Next renewal due by September 28, 2026.

JURISDICTION	MARK	SERIAL NO.	FILING DATE	RPG. NO.	RPG. DATE	OWNER	GOODS/SERVICES	STATUS/ COMMENTS
							Hydrating lotion along with a derma-planing blade either electric or manual all sold together in a kit for home facial treatments; and Class 8: Handheld blade-based electrical and rechargeable device for exfoliating skin, improving skin tone and texture, and hair removal for aesthetic beauty purposes; hand operated tools for cosmetic purposes along with the skincare products and the exfoliating devices either electric or manual all sold together in a kit for home facial treatments.	
EUROPEAN COMMUNITY	FACEFLASH	015071277	February 3, 2016	015071277	June 13, 2016	DD Karma, LLC	Class 3: Skin care products all for cosmetic purposes, namely, skin conditioning primers and cleansers, enzyme peel, toner, serum and hydrating lotion along with an exfoliating blade either electric or manual all sold together in a kit. Class 8: Handheld blade-based electrical and rechargeable device for exfoliating skin, improving skin tone and texture, and hair removal for aesthetic beauty purposes.	Mark registered. Next renewal deadline is February 3, 2026.
EUROPEAN COMMUNITY	DERMAFLASH	17313974	October 11, 2017	17313974	February 23, 2018	DD Karma, LLC	Class 8: Handheld blade-based electrical and rechargeable device for exfoliating skin, improving skin tone and texture, and hair removal for aesthetic beauty purposes.	Registered –next renewal due by October 11, 2027.
UNITED KINGDOM	FACEFLASH	3211583	February 8, 2017	3211583	February 8, 2017	DD Karma, LLC	Class 3: Skin care products all for cosmetic purposes, namely, skin conditioning primers and cleansers, enzyme peel, toner, serum and	Registered – next renewal due by February 8, 2027.

JURISDICTION	MARK	SERIAL NO.	FILING DATE	RPG. NO.	RPG. DATE	OWNER	GOODS/SERVICES	STATUS/ COMMENTS
JAPAN	DERMAFLASH	2018-002912	January 11, 2018	6110226	December 28, 2018	DD Karma, LLC	Hydrating lotion along with an exfoliating blade either electric or manual all sold together in a kit. Class 8: Handheld blade-based electrical and rechargeable device for exfoliating skin, improving skin tone and texture, and hair removal for aesthetic beauty purposes.	Registered – next renewal due by December 28, 2028.
AUSTRALIA	DERMAFLASH	1899719	January 11, 2018	1899719	January 11, 2018	DD Karma, LLC	Class 3: Skin care products all for cosmetic purposes, namely, skin conditioning primers and cleansers, enzyme peel, toner, serum and hydrating lotion along with an exfoliating blade either electric or manual all sold together in a kit. Class 8: Handheld blade-based electrical and rechargeable device for exfoliating skin, improving skin tone and texture, and hair removal for aesthetic beauty purposes.	Registered – next renewal due by January 11, 2028.
SINGAPORE	DERMAFLASH	40201801132R	January 18, 2018	N/A	N/A	DD Karma, LLC	Class 3: Skin care products all for cosmetic purposes, namely, skin conditioning primers and cleansers, enzyme peel, toner, serum and hydrating lotion along with an exfoliating blade either electric or	Office action response filed on February 7, 2019; awaiting confirmation that proposed description of goods is acceptable.



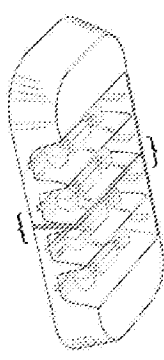
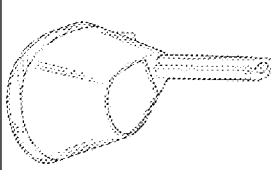
JURISDICTION	MARK	SERIAL NO.	FILING DATE	RPG. NO.	RPG. DATE	OWNER	GOODS/SERVICES	STATUS/ COMMENTS
							<p>manual all sold together in a kit</p> <p>Class 8: Handheld blade-based electrical and rechargeable device for exfoliating skin, improving skin tone and texture, and hair removal for aesthetic beauty purposes.</p>	
SINGAPORE	DERMAFLASH	40201801130V	January 18, 2018	N/A	N/A	DD Karma, LLC	<p>Class 8: Handheld blade-based electrical and rechargeable device for exfoliating skin, improving skin tone and texture, and hair removal for aesthetic beauty purposes.</p>	Awaiting feedback from examining attorney regarding trademark application.
IR REGISTRATION	DERMAFLASH	A0084253	March 18, 2019	N/A	N/A	DD Karma, LLC	<p>Class 21: Ultrasonic face spatula for cleansing and minimizing of pores and infusing of skin care products</p>	Application filed – grant of protection sought in China.


103505628v1

**PATENTS**

See attached.

TRADEMARK

Case Number	Country	Sub Case	Case Type	Application Title	Short Description	Application Status	Application Number	Filing Date	Publication or Issue Number	Publication or Issue Date
70000	US	00	Utility	Hand held dermaplaning device and dermaplaning process	Process for treating the skin	Pending	15/585840	3-May-17	2017-0265629	21-Sep-17
70000	US	01	Utility	Hand held dermaplaning device and dermaplaning process	Ultrasonic Dermaplaning device	Issued	14/062262	24-Oct-13	9918539	20-Mar-18
70001	US	00	Design	Hand held dermaplaning device	 With clear bottom section	Pending	29/602920	4-May-17		
70001	US	01	Design	Hand held dermaplaning device	 With generic bottom section	Pending	29/670680	19-Nov-18		
70002	US	00	Design	Blade Cartridge Tray		Issued	29/621905	12-Oct-17	D637068	01-Jan-19
70004	US	00	Design	Charging Base II		Pending	29/621929	12-Oct-17		
70009	US	00	Utility	Hand held dermaplaning device and dermaplaning process	Blade assembly includes slots that slide onto rails on the device (does not require notches as below)	Pending	14/976409	21-Dec-15	2017-0333071	23-Nov-17
70009	US	01	Utility	Hand held dermaplaning device and dermaplaning process	Blade assembly includes slots that slide onto rails on the device and notches to cover Michael Todd (Fast Track Application)	Issued	15/868666	11-Jan-18	10111681	30-Oct-18
70009	US	02	Utility	Hand held dermaplaning device and dermaplaning process	Tray to cover Michael Todd (non-fast track)	Pending	15/868756	11-Jan-18	2018-0206880	26-Jul-18

Case Number	Country	Sub Case	Case Type	Application Title	Short Description	Application Status	Application Number	Filing Date	Publication or Issue Number	Publication or Issue Date
70009	US	03	Utility	Hand held dermaplaning device and dermaplaning process	Tray to cover Michael Todd (Fast Track Application)	Pending	15/978987	14-May-18	2018-0256192	13-Sep-18
70010	US	00	Design	Hand held electronic cosmetic device		Issued	35/001037	22-Jun-15	D786499	09-May-17
70012	US	00	Utility	Hand held dermaplaning device and dermaplaning process	Mechanical Interlock for one-time use	Issued	14/742881	18-Jun-15	9877741	30-Jan-18
70013	US	00	Prov		Dermakini	To Be Filed				

TRADEMARK



**COPYRIGHTS**

None.

Exhibit 1 - 3

**RECORDED: 04/25/2019**

**TRADEMARK  
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