

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM591891

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Security Agreement Supplement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Lelo Inc.		08/12/2020	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CTBC Bank Co., Ltd.		
<b>Street Address:</b>	28/F, Two International Finance Centre, 8 Finance Street		
<b>City:</b>	Central Hong Kong		
<b>State/Country:</b>	CHINA		
<b>Entity Type:</b>	Corporation: TAIWAN		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5308613		
<b>Registration Number:</b>	4470356	PICOBONG	
<b>Registration Number:</b>	4258616	INTIMINA	
<b>Registration Number:</b>	4097955	LELO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	2128192565		
<b>Email:</b>	iprecordations@whitecase.com		
<b>Correspondent Name:</b>	Kate Andes/ White & Case LLP		
<b>Address Line 1:</b>	1221 Avenue of the Americas		
<b>Address Line 4:</b>	New York, NEW YORK 10020		
<b>ATTORNEY DOCKET NUMBER:</b>	4619145-0003-CM65		
<b>NAME OF SUBMITTER:</b>	Kate Andes		
<b>SIGNATURE:</b>	/Kate Andes/		
<b>DATE SIGNED:</b>	08/13/2020		
<b>Total Attachments: 5</b>			
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**INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT**

**(Trademark, Trademark Registrations, Trademark Applications and Trademark Licenses)**

WHEREAS, LELO INC., a California corporation (herein referred to as the "Grantor") owns, or in the case of licenses is a party to, the Intellectual Property Collateral (as defined below);

WHEREAS, Lelo Sensation Investment Limited (the "Company"), Lelo Sensation Holdings II Limited (the "Parent"), Pleasure Lavender Holdings Limited and Pleasure Lavender Investment Limited entered into a facilities agreement dated December 30, 2019 (as amended, supplemented, restated or otherwise modified and in effect from time to time, the "Facilities Agreement") with, among others, CTBC Bank Co., Ltd. as agent and as Security Agent, pursuant to which, among other things, the Original Lenders (as defined in the Facilities Agreement) have agreed to make loans or otherwise to extend credit to the Company upon the terms and subject to the conditions specified in the Facilities Agreement;

WHEREAS, pursuant to (i) a Security Agreement dated as of August 12, 2020 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement") entered into among the Grantor and CTBC Bank Co., Ltd., as security trustee (the "Security Agent", which expression shall include its successors, assigns and transferees) and (ii) certain other Transaction Security Documents (as defined in the Facilities Agreement) (including this Intellectual Property Security Agreement Supplement), the Grantor have secured the Secured Obligations (as defined in the Security Agreement) by granting to the Security Agent as security trustee for the Secured Parties (as defined in the Security Agreement) a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Intellectual Property Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor grants to the Security Agent, to secure the Secured Obligations, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Intellectual Property Collateral"), whether now owned or existing or hereafter acquired or arising:

(i) each Trademark (as defined in the Security Agreement) owned by the Grantor, including, without limitation, each Trademark registration and application that is registered in the United States and referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;

(ii) each Trademark License (as defined in the Security Agreement) to which the Grantor is a party, including, without limitation, each Trademark License that is registered in the United States and identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future unfair competition with, or violation of, intellectual property rights in connection with any injury to, or infringement or dilution of any Trademark owned by the Grantor (including, without

limitation, any Trademark that is registered in the United States and identified in Schedule 1 hereto) or for the goodwill associated with any of the foregoing; and

(iv) all rights and benefits of the Grantor under any Trademark License (including, without limitation, any Trademark License that is registered in the United States and identified in Schedule 1 hereto).

The Grantor irrevocably constitutes and appoints the Security Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Grantor or in the Security Agent's name, from time to time, in the Security Agent's discretion, so long as any Acceleration Event (as defined in the Security Agreement) shall have occurred, to take with respect to the Intellectual Property Collateral any and all appropriate action which the Grantor might be entitled to take with respect to the Intellectual Property Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Intellectual Property Security Agreement Supplement and to accomplish the purposes hereof. Except to the extent permitted in the Debt Documents, the Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Intellectual Property Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Security Agent pursuant to the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Security Agent with respect to the security interest in the Intellectual Property Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Intellectual Property Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York. The Grantor agrees that any suit for the enforcement of this Intellectual Property Security Agreement Supplement may be brought in the courts of the State of New York or any federal court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon the Grantor by mail at the address specified in the Security Agreement. The Grantor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

This Intellectual Property Security Agreement Supplement may be executed in two or more separate counterparts, each of which shall constitute an original and all of which shall collectively and separately constitute one and the same agreement.

In case of any inconsistencies between the terms of this Intellectual Property Security Agreement Supplement and those of the Security Agreement, the Security Agreement shall prevail.

*[Remainder of page left blank intentionally; signatures follow.]*

IN WITNESS WHEREOF, the Grantor has caused this Intellectual Property Security Agreement Supplement to be duly executed by its officer thereunto duly authorized as of the 12th day of August, 2020.

LELO INC.,  
AS GRANTOR

By: PSedic  
Name: PAVLE SEDIC  
Title: PRESIDENT

Acknowledged:

CTBC BANK CO., LTD.,  
as Security Agent

By: \_\_\_\_\_  
Name:  
Title:

IP Security Agreement Supplement

AMERICAS 102721730 v5

**TRADEMARK**  
**REEL: 007021 FRAME: 0210**

IN WITNESS WHEREOF, the Grantor has caused this Intellectual Property Security Agreement Supplement to be duly executed by its officer thereunto duly authorized as of the 12th day of August, 2020.

LELO INC.,  
AS GRANTOR

By: \_\_\_\_\_

Name:

Title:


Acknowledged:

CTBC BANK CO., LTD.,  
as Security Agent

By: \_\_\_\_\_

Name:

Title:

  
KEITH LEE  
Head of Corporate Banking  
Hong Kong

IP Security Agreement Supplement

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TRADEMARK  
REEL: 007021 FRAME: 0211

**SCHEDULE 1**

**TRADEMARK REGISTRATIONS**

<b>Trademark</b>	<b>Registration No.</b>	<b>Registration Date</b>
Design only	5308613	10-OCT-2017
PICOBONG	4470356	21-JAN-2014
INTIMINA	4258616	11-DEC-2012
LELO	4097955	14-FEB-2012