

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HAYNEEDLE, INC.		06/20/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	TRIPLEPOINT CAPITAL LLC
Street Address:	2755 SAND HILL ROAD, SUITE 150
City:	MENLO PARK
State/Country:	CALIFORNIA
Postal Code:	94025
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Serial Number:	85950389	BOOMER & GEORGE
Serial Number:	85950397	CLASSIC PLAYTIME
Registration Number:	3073550	CLOCKSTYLE
Registration Number:	3189423	COFFEETABLESGALORE.COM
Registration Number:	3502978	CORAL COAST
Registration Number:	4282632	
Registration Number:	3765350	
Serial Number:	85950370	FIND EVERYTHING HOME
Registration Number:	3355370	FIREPLACE SCREENS.COM
Registration Number:	2718948	HAMMOCKS.COM
Registration Number:	4326838	HAYBUCK REWARDS
Registration Number:	4326839	HAYBUCKS
Serial Number:	77476183	HAYNEEDLE
Serial Number:	77794145	I FOUND IT

CH \$665.00 85950389

Serial Number:	85950377	ISLAND BAY
Registration Number:	3115507	JEWELRYARMOIRE.COM
Registration Number:	3219046	NETSHOPS
Serial Number:	85858759	ONE PERFECT FIND AT A TIME
Registration Number:	4173035	PLUMSTRUCK
Serial Number:	85950381	RED EMBER
Registration Number:	3940847	THE FOUNDARY
Registration Number:	4236314	THE FOUNDARY
Registration Number:	3762767	VARIETY, SWEET VARIETY
Registration Number:	3156251	WINDCHIME.COM
Registration Number:	3847515	ZHUMELL
Registration Number:	3732316	HAYNEEDLE

CORRESPONDENCE DATA

Fax Number: 4155911400
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: (415) 591-1000
Email: tsien@winston.com
Correspondent Name: Ted Sien
Address Line 1: 101 California Street, Suite 3900
Address Line 2: Winston & Strawn LLP
Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	250121.1 (HAYNEEDLE)
NAME OF SUBMITTER:	LOREN KESSLER HIGGINS, ESQ.
Signature:	/LOREN KESSLER HIGGINS, ESQ./
Date:	06/20/2013

Total Attachments: 10
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PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is a Plain English Intellectual Property Security Agreement dated as of June 20, 2013 by and between TRIPLEPOINT CAPITAL LLC, a Delaware limited liability company and HAYNEEDLE, INC., a Delaware corporation.

The words "We", "Us", or "Our", refer to the grantee, which is TriplePoint Capital LLC. The words "You" or "Your" refers to the grantor, which is HAYNEEDLE, INC., and not any individual. The words "the Parties" refers to both TRIPLEPOINT CAPITAL LLC and HAYNEEDLE, INC.

The Parties have entered into a Plain English Growth Capital Loan and Security Agreement dated as of June 20, 2013 (together with amendments, supplements, extensions and exhibits, collectively the "Loan Agreement"). Pursuant to the Loan Agreement, You have granted to Us a lien on and a security interest in all the present and future rights, title, and interest that You may now have or hereafter acquire in all Patents, Trademarks, Copyrights, and applications for Patents, Trademarks and Copyrights.

In consideration for the mutual covenants and agreements contained in the Loan Agreement and this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. GRANT OF SECURITY INTEREST

You grant to Us a lien upon and continuing security interest in all of Your right, title, and interest in, to and under all of the following (all of the following items of property collectively will be referred to as the "Intellectual Property Collateral"), whether now existing or hereafter arising or acquired:

- ⇒ all Patents, Patent Licenses, and Patent applications, including specifically those listed on the attached **Schedule A**, together with any reissues, divisions, continuations, renewals, extensions and continuations thereof;
- ⇒ all Trademarks, Trademark Licenses, and trademark applications, including specifically those listed on the attached **Schedule B** together with any renewals thereof;
- ⇒ all Copyrights, Copyright Licenses, and applications for Copyrights, including specifically those listed on the attached **Schedule C**;
- ⇒ the right to sue for past, present and future infringements of the foregoing and all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof; and
- ⇒ all Proceeds.

You represent and warrant to Us that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which You have registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

2. LOAN AGREEMENT

This security interest is granted to secure the Secured Obligations, under the Loan Agreement. All the capitalized terms used but not otherwise defined are used in this Agreement with the same meaning as defined in the Loan Agreement.

3. OUR RIGHT TO SUE

From and after an Event of Default, subject to the terms of the Loan Agreement, We shall have the right, but shall in no way be obligated, to bring suit in Our own name to enforce Your rights in the Intellectual Property Collateral. If We commence any such suit, You shall, at Our request, do all lawful acts and execute and deliver all proper documents or information that may be necessary or desirable to aid Us in such enforcement. You shall promptly, upon demand, reimburse and indemnify Us for all of Our costs and expenses, including reasonable attorney's fees, related to Our exercise of the above mentioned rights.

4. FURTHER ASSURANCES

You will from time to time execute, deliver and file, alone or with Us, any security agreements, or other documents to perfect and give priority to Our lien on the Intellectual Property Collateral. You will from time to time obtain any instruments or documents as We may request, and take all further action that may be reasonably necessary or desirable, or that We may reasonably request, to carry out more effectively the provisions and purposes of this Agreement or any other related agreements or to confirm, perfect, preserve and protect the liens granted to Us.

5. MODIFICATION

This Agreement can only be altered, amended or modified in a writing signed by the Parties. Notwithstanding the foregoing however, You hereby irrevocably appoint Us (and any of Our designated officers, agents or employees) as Your true and lawful attorney to modify, in Our sole discretion, this Agreement without first obtaining Your approval of or signature to such modification solely for the purpose of amending Schedules A, B, and C to this Agreement, as appropriate, to include reference to any right, title or interest in any Intellectual Property Collateral acquired by You before or after the execution hereof or to delete any reference to any right, title or interest in any Intellectual Property Collateral in which You no longer have or claim to have any right, title or interest. The appointment of Us as Your attorney in fact, and each and every one of Our rights and powers, being coupled with an interest, is irrevocable until all of the Secured Obligations have been fully repaid and Our obligation to provide credit extensions to You is terminated.

6. **BINDING EFFECT; REMEDIES NOT EXCLUSIVE**

This Agreement shall be binding upon You and Your respective successors and assigns, and shall inure to the benefit of Us, and Our nominees and assigns.

Our rights and remedies with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Us as a matter of law or equity. Each of Our rights, powers and remedies provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Us of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Us, of any or all other rights, powers or remedies.


7. **GOVERNING LAW; COUNTERPARTS**

This Agreement shall be deemed made and accepted in and shall be governed by and construed in accordance with the laws of the State of California, and (where applicable) the laws of the United States of America.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

(Signature Page to Follow)

IN WITNESS WHEREOF, You have duly executed this Agreement as of the date first set forth above.

You: HAYNEEDLE, INC.
Signature: 
Print Name: Doug Nielsen
Title: President CEO

[SIGNATURE PAGE TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT]

SCHEDULE A

**To Plain English Intellectual Property Security Agreement
Between Hayneedle, Inc., as You (Grantor)
and TriplePoint Capital LLC, as Us (Grantee)**

PATENTS AND PATENT APPLICATIONS

PATENTS



Patent Name	Status and Date Issued	Patent Number
N/A		

PATENT APPLICATIONS

Name	Status & Date Filed	Application Number
N/A		

SCHEDULE B

**To Plain English Intellectual Property Security Agreement
Between Hayneedle, Inc., as You (Grantor)
and TriplePoint Capital LLC, as Us (Grantee)
TRADEMARKS AND TRADEMARK APPLICATIONS**

COUNTRY	REFERENCE #	FILED	APP #	REG DT	REG #	STATUS	CLASSES
BOOMER & GEORGE							
UNITED STATES	OMA1241601-45-115	06/04/2013	85/950,389			PENDING	19
CLASSIC PLAYTIME							
UNITED STATES	OMA1241601-45-116	06/04/2013	85/950,397			PENDING	16
CLOCKSTYLE							
UNITED STATES	OMA1241601-45-41	04/07/2005	78/603,817	03/28/2006	3,073,550	REGISTERED	035
COFFEETABLESGALORE.COM							
UNITED STATES	OMA1241601-45-42	02/15/2006	78/815,330	12/26/2006	3,189,423	REGISTERED	035
CORAL COAST							
UNITED STATES	OMA1241601-45-58	01/27/2005	78/555,245	09/16/2008	3,502,978	REGISTERED	020
DESIGN OF OVERLAPPING STRAIGHT LINES IN BLACK AND WHITE							
							
UNITED STATES	OMA1241601-45-110	06/15/2012	85/653,327	01/29/2013	4,282,632	REGISTERED	35
DESIGN OF OVERLAPPING STRAIGHT LINES IN DIFFERENT COLORS							
							
UNITED STATES	OMA 1241601-45-35	05/15/2009	77/738,461	03/23/2010	3,765,350	REGISTERED	35
FIND EVERYTHING HOME							
UNITED STATES	OMA1241601-45-112	06/04/2013	85/950,370			PENDING	35

COUNTRY	REFERENCE #	FILED	APP #	REG DT	REG #	STATUS	CLASSES
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FIREPLACE SCREENS.COM

UNITED STATES	OMA1241601-45-61	03/21/2007	77/136,421	12/18/2007	3,355,370	REGISTERED	035, 035
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HAMMOCKS.COM



UNITED STATES	OMA1241601-45-45	05/20/2002	76/409,355	05/27/2003	2,718,948	REGISTERED	035
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HAYBUCK REWARDS

UNITED STATES	OMA1241601-45-108	02/27/2012	85/553,185	04/30/2013	4,326,838	REGISTERED	35
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HAYBUCKS


UNITED STATES	OMA1241601-45-109	02/27/2012	85/553,191	04/30/2013	4,326,839	REGISTERED	35
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HAYNEEDLE

ARGENTINA	OMA 1241601-45-31	10/30/2008	2,870,700	10/22/2009	2,323,170	REGISTERED	35
ARGENTINA	OMA 1241601-37-32	10/30/2008	2,870,701	10/22/2009	2,323,171	REGISTERED	35
AUSTRALIA	T00981AU00	06/18/2008	1251887	06/18/2008	967315	REGISTERED	35
AUSTRIA	T00981AT00	06/18/2008	967315	06/18/2008	967315	REGISTERED	35
BENELUX	T00981BX00	06/18/2008	967315	06/18/2008	967315	REGISTERED	35
BRAZIL	OMA 1241601-45-6	11/17/2008	830111352	02/15/2011	830111352	REGISTERED	35
CANADA	OMA 1241601-45-4	08/20/2008	1,407,905	09/12/2011	806,446	REGISTERED	35
CHINA	OMA-1241601-45-102	06/07/2010	8302383	06/28/2011	8302383	REGISTERED	35
CZECH REPUBLIC	T00981CZ00	06/18/2008	967315	06/18/2008	967315	REGISTERED	35
DENMARK	T00981DK00	06/18/2008	967315	06/18/2008	967315	REGISTERED	35
FEDERATION OF RUS	T00981RU00	06/18/2008	967315	06/18/2008	967315	REGISTERED	35
FINLAND	T00981FI00	06/18/2008	967315	06/18/2008	967315	REGISTERED	35
FRANCE	T00981FR00	06/18/2008	967315	06/18/2008	967315	REGISTERED	35
GERMANY	T00981DE00	06/18/2008	967315	06/18/2008	967315	REGISTERED	35
GREECE	T00981GR00	06/18/2008	967315	06/18/2008	967315	REGISTERED	35
HONG KONG	OMA1241601-45-32	06/11/2008	301234430	11/06/2008	301234430	REGISTERED	35
HONG KONG	OMA 1241601-45-33	06/11/2008	301234421	11/06/2008	301234421	REGISTERED	35
HUNGARY	T00981HU00	06/18/2008	967315	06/18/2008	967315	REGISTERED	35

COUNTRY	REFERENCE #	FILED	APP #	REG DT	REG #	STATUS	CLASSES
IRELAND	T00981IE00	06/18/2008	967315	06/18/2008	967315	REGISTERED	35
ITALY	T00981IT00	06/18/2008	967315	06/18/2008	967315	REGISTERED	35
JAPAN	T00981JP00	06/18/2008	967315	06/18/2008	967315	REGISTERED	35
MEXICO	OMA 1241601-45-8	06/20/2008	942472	06/20/2008	1067170	REGISTERED	35
NORWAY	T00981NO00	06/18/2008	967315	06/18/2008	967315	REGISTERED	35
POLAND	T00981PL00	06/18/2008	967315	06/18/2008	967315	REGISTERED	35
SINGAPORE	T00981SG00	06/18/2008	967315	06/18/2008	967315	REGISTERED	35
SOUTH KOREA	T00981KR00	06/18/2008	967315	06/18/2008	967315	REGISTERED	35
SPAIN	T00981ES00	06/18/2008	967315	06/18/2008	967315	REGISTERED	35
SWEDEN	T00981SE00	06/18/2008	967315	06/18/2008	967315	REGISTERED	35
SWITZERLAND	T00981CH00	06/18/2008	967315	06/18/2008	967315	REGISTERED	35
UNITED KINGDOM	T00981GB00	06/18/2008	967315	06/18/2008	967315	REGISTERED	35
UNITED STATES	OMA1241601-45-2	05/16/2008	77/476,183	11/03/2009	3,706,620	REGISTERED	35
WIPO	1241601-45			06/18/2008	967315	REGISTERED	35

HAYNEEDLE PLUS DESIGN

hayneedle 

AUSTRALIA	T01037AU00	12/10/2008	1282582	12/10/2008	989679	REGISTERED	35
AUSTRIA	T01037AT00	12/10/2008	989679	12/10/2008	989679	REGISTERED	35
BENELUX	T01037BX00	12/10/2008	989679	12/10/2008	989679	REGISTERED	35
BRAZIL	OMA 1241601-45-7	11/17/2008	901313165	02/14/2012	901313165	REGISTERED	35
CANADA	OMA 1241601-45-5	08/21/2008	1,408,043	09/12/2011	806,447	REGISTERED	35
CHINA	OMA1241601-45-107	06/07/2010	8302382	06/28/2011	8302382	REGISTERED	
CZECH REPUBLIC	T01037CZ00	12/10/2008	989679	12/10/2008	989679	REGISTERED	35
DENMARK	T01037DK00	12/10/2008	989679	12/10/2008	989679	REGISTERED	35
FEDERATION OF RUS	T01037RU00	12/10/2008	989679	12/10/2008	989679	REGISTERED	35
FINLAND	T01037FI00	12/10/2008	989679	12/10/2008	989679	REGISTERED	35
FRANCE	T01037FR00	12/10/2008	989679	12/10/2008	989679	REGISTERED	35
GERMANY	T01037DE00	12/10/2008	989679	12/10/2008	989679	REGISTERED	35
GREECE	T01037GR00	12/10/2008	989679	12/10/2008	989679	REGISTERED	35
HUNGARY	T01037HU00	12/10/2008	989679	12/10/2008	989679	REGISTERED	35
IRELAND	T01037IE00	12/10/2008	989679	12/10/2008	989679	REGISTERED	35
ITALY	T01037IT00	12/10/2008	989679	12/10/2008	989679	REGISTERED	35
JAPAN	T01037JP00	12/10/2008	989679	01/05/2011	989679	REGISTERED	35
MEXICO	OMA 1241601-45-30	08/26/2008	957079	08/26/2008	1076698	REGISTERED	35

COUNTRY	REFERENCE #	FILED	APP #	REG DT	REG #	STATUS	CLASSES
NORWAY	T01037NO00	12/10/2008	989679	12/10/2008	989679	REGISTERED	35
POLAND	T01037PL00	12/10/2008	989679	12/10/2008	989679	REGISTERED	35
SINGAPORE	T01037SG00	12/10/2008	989679	12/10/2008	989679	REGISTERED	35
SOUTH KOREA	T01037KR00	12/10/2008	989679	12/10/2008	989679	REGISTERED	35
SPAIN	T01037ES00	12/10/2008	989679	12/10/2008	989679	REGISTERED	35
SWEDEN	T01037SE00	12/10/2008	989679	12/10/2008	989679	REGISTERED	35
SWITZERLAND	T01037CH00	12/10/2008	989679	12/10/2008	989679	REGISTERED	35
UNITED KINGDOM	T01037GB00	12/10/2008	989679	12/10/2008	989679	REGISTERED	35
UNITED STATES	OMA 1241601-45-72	08/04/2008	77/538,426	12/29/2009	3,732,316	REGISTERED	35
WIPO	1241601-45-2			12/10/2008	989679	REGISTERED	35

I FOUND IT

UNITED STATES	OMA 1241601-45-37	07/31/2009	77/794,145			ALLOWED	35
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ISLAND BAY

UNITED STATES	OMA1241601-45-113	06/04/2013	85/950,377			PENDING	20
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JEWELRYARMOIRE.COM

UNITED STATES	OMA1241601-45-47	04/07/2005	78/603,709	07/11/2006	3,115,507	REGISTERED	035
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NETSHOPS

UNITED STATES	OMA1241601-45-50	04/07/2005	78/603,800	03/13/2007	3,219,046	REGISTERED	035
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ONE PERFECT FIND AT A TIME

UNITED STATES	OMA1241601-45-111	02/25/2013	85/858,759			PENDING	35
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PLUMSTRUCK

UNITED STATES	oma1241601-45-106	09/30/2011	85/436,802	07/10/2012	4,173,035	REGISTERED	35
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RED EMBER

UNITED STATES	OMA1241601-45-114	06/04/2013	85/950,381			PENDING	11
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THE FOUNDRY

AUSTRALIA	T01250AU00	02/02/2011	1068359	09/22/2011	1068359	REGISTERED	35
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COUNTRY	REFERENCE #	FILED	APP #	REG DT	REG #	STATUS	CLASSES
AUSTRIA	T01250AT00	02/02/2011	1068359	07/18/2011	1068359	REGISTERED	35
CANADA	OMA1241601-104	02/02/2011	1,513,563			PENDING	35
FRANCE	T01250FR00	02/02/2011	1068359			PENDING	35
GERMANY	T01250DE00	02/02/2011	1068359	07/25/2011	1068359	REGISTERED	35
GREECE	T01250GR00	02/02/2011	1068359			PENDING	35
IRELAND	T01250IE00	02/02/2011	1068359	03/27/2012	1068359	REGISTERED	35
ITALY	T01250IT00	02/02/2011	1068359	02/12/2011	1068359	REGISTERED	35
SINGAPORE	T01250SG00	02/02/2011	1068359	07/20/2011	1068359	REGISTERED	35
SPAIN	T01250ES00	02/02/2011	1068359	07/22/2011	1068359	REGISTERED	35
SWEDEN	T01250SE00	02/02/2011	1068359	08/23/2012	1068359	REGISTERED	35
SWITZERLAND	T01250CH00	02/02/2011	1068359	02/02/2011	1068359	REGISTERED	35
UNITED KINGDOM	T01250GB00	02/02/2011	1068359	09/14/2011	1068359	REGISTERED	35
UNITED STATES	OMA1241601-1-101	08/09/2010	85/103,444	04/05/2011	3,940,847	REGISTERED	35
UNITED STATES	OMA1241601-105	09/18/2011	85/425,546	11/06/2012	4,236,314	REGISTERED	35

VARIETY, SWEET VARIETY

UNITED STATES	OMA 1241601-45-36	07/27/2009	77/790,357	03/23/2010	3,762,767	REGISTERED	35
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WINDCHIME.COM



UNITED STATES	OMA1241601-45-52	09/30/2004	78/492,597	10/17/2006	3,156,251	REGISTERED	035
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ZHUMELL

UNITED STATES	OMA1241601-45-73	02/03/2010	77/927,380	09/14/2010	3,847,515	REGISTERED	09
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**SCHEDULE C
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT
Between Hayneedle, Inc., as You (Grantor)
And TriplePoint Capital LLC, as Us (Grantee)**

COPYRIGHT REGISTRATIONS

Registration Number	Title	Registration Date	V&A No.
N/A			

APPLICATIONS FOR COPYRIGHT REGISTRATIONS

Title	Date Filed	V&A No.
N/A		