

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
MODCLOTH, INC.		06/21/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Serial Number:	85894091	349
Serial Number:	85793877	AUFOND
Serial Number:	77839786	BE THE BUYER
Serial Number:	85546391	BE THE DESIGNER
Serial Number:	85711166	BE THE STYLIST
Serial Number:	85844152	BEA & DOT BY MODCLOTH
Serial Number:	85804438	BREAKFAST FOR DINNER
Serial Number:	85643491	FERVOUR
Serial Number:	85635022	GEODE
Serial Number:	85774657	GRAHAM STREET SHOE CO
Serial Number:	85821646	LINDY HOP
Serial Number:	77707525	M
Serial Number:	85635023	MAKE THE CUT
Serial Number:	77668897	MODCLOTH

CH \$440.00 85894091

Serial Number:	77707645	MODCLOTH
Serial Number:	85635019	MODSTYLISTS
Serial Number:	85804434	MYRTLEWOOD

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 (MODCLOTH)
NAME OF SUBMITTER:	LOREN KESSLER HIGGINS, ESQ.
Signature:	/LOREN KESSLER HIGGINS, ESQ./
Date:	06/24/2013

Total Attachments: 9
 source=ModCloth_IP_Security_Agreement_Final_Fully_Executed#page1.tif
 source=ModCloth_IP_Security_Agreement_Final_Fully_Executed#page2.tif
 source=ModCloth_IP_Security_Agreement_Final_Fully_Executed#page3.tif
 source=ModCloth_IP_Security_Agreement_Final_Fully_Executed#page4.tif
 source=ModCloth_IP_Security_Agreement_Final_Fully_Executed#page5.tif
 source=ModCloth_IP_Security_Agreement_Final_Fully_Executed#page6.tif
 source=ModCloth_IP_Security_Agreement_Final_Fully_Executed#page7.tif
 source=ModCloth_IP_Security_Agreement_Final_Fully_Executed#page8.tif
 source=ModCloth_IP_Security_Agreement_Final_Fully_Executed#page9.tif



PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is a Plain English Intellectual Property Security Agreement dated as of June 21, 2013 by and between TRIPLEPOINT CAPITAL LLC, a Delaware limited liability company and MODCLOTH, 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 MODCLOTH, INC. and not any individual. The words “the Parties” refers to both TRIPLEPOINT CAPITAL LLC and MODCLOTH, INC.

The Parties have entered into a Plain English Growth Capital Loan and Security Agreement dated as of June 21, 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, other than Excluded Collateral (as defined below).

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:

I. 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.

Notwithstanding anything contained in this Agreement or any other Loan Document to the contrary, the “Intellectual Property Collateral” shall not include: (i) any rights or interest in any contract, lease, permit, license, or license agreement covering real or personal property of You if under the terms of such contract, lease, permit, license, or license agreement, or applicable law with respect thereto, the grant of a security interest or lien therein is prohibited as a matter of law or under the terms of such contract, lease, permit, license, or license agreement and such prohibition or restriction has not been waived or the consent of the other party to such contract, lease, permit, license, or license agreement has not been obtained (provided, that, (A) the foregoing exclusions of this clause (i) IP Security Agt (ModCloth)

shall in no way be construed (1) to apply to the extent that any described prohibition or restriction is unenforceable under Section 9-406, 9-407, 9-408, or 9-409 of the UCC or other applicable law, or (2) to apply to the extent that any consent or waiver has been obtained that would permit Our security interest or lien notwithstanding the prohibition or restriction on the pledge of such contract, lease, permit, license, or license agreement and (B) the foregoing exclusions of clause (i) shall in no way be construed to limit, impair, or otherwise affect any of Our continuing security interests in and liens upon any rights or interests of You in or to (1) monies due or to become due under or in connection with any described contract, lease, permit, license, license agreement, or (2) any proceeds from the sale, license, lease, or other dispositions of any such contract, lease, permit, license, license agreement); or (ii) any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the US Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Intellectual Property Collateral. The foregoing excluded collateral is referred to in this Agreement as the "Excluded Collateral"

You represent and warrant to Us that, as of the date of this Agreement, 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

After the occurrence and during the continuation of 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, subject to Permitted Liens described in the Loan Agreement. 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 by 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 (other than the Excluded 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 performed 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.

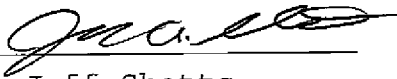
7. GOVERNING LAW; COUNTERPARTS

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: MODCLOTH, INC.
Signature: 
Print Name: Jeff Shotts
Title: CFO

[SIGNATURE PAGE TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT]

SCHEDULE A

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

PATENTS AND PATENT APPLICATIONS

PATENTS

Patent Name	Status and Date Issued	Patent Number
None		

PATENT APPLICATIONS

Name	Status & Date Filed	Application Number
None		

SCHEDULE B

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

TRADEMARKS AND TRADEMARK APPLICATIONS

TRADEMARKS

Name	Date Filed or Issued	Serial Number	Status
See attached			

TRADEMARK APPLICATIONS

Name	Date Filed	Serial Number	Status
See attached.			

MODCLOTH, INC.**Trademark List**

Page: 1

Trademark	Case Number/Subcase Country Name	Status Class(es)	Application Number/Date	Registration Number/Date
349	100195.2170 United States of America	Pending 20 Int., 24 Int., 25 Int., 27 Int.	85894091 03-Apr-2013	
AUFOND	100195.2090 United States of America	Published 18 Int., 25 Int.	85793877 04-Dec-2012	
BE THE BUYER	100195.4010 European Community	Pending 35 Int.	A0034236 21-Feb-2013	
BE THE BUYER	100195.4010 Int'l Registration - Madrid Protocol Only	Registered 35 Int.	A0034236 21-Feb-2013	1156979 21-Feb-2013
BE THE BUYER	100195.4010 United Kingdom	Pending 35 Int.	A0034236 21-Feb-2013	
BE THE BUYER	100195.2010 United States of America	Registered 35 Int.	77839786 01-Oct-2009	3787417 11-May-2010
BE THE DESIGNER	100195.2020 United States of America	Allowed 35 Int.	85546391 17-Feb-2012	
BE THE STYLIST	100195.2070 United States of America	Allowed 35 Int., 45 Int.	85711166 23-Aug-2012	
BEA & DOT BY MODCLOTH	100195.2160 United States of America	Published 16 Int., 18 Int., 25 Int.	85844152 07-Feb-2013	
BREAKFAST FOR DINNER	100195.2110 United States of America	Published 25 Int.	85804438 17-Dec-2012	
FERVOUR	100195.2060 United States of America	Allowed 25 Int.	85643491 05-Jun-2012	
GEODE	100195.2050 United States of America	Registered 25 Int.	85635022 24-May-2012	4329422 30-Apr-2013
GRAHAM STREET SHOE CO.	100195.2080 United States of America	Published 25 Int.	85774657 08-Nov-2012	
LINDY HOP	100195.2120 United States of America	Published 25 Int.	85821646 11-Jan-2013	

Trademark List

Page: 2

<u>Trademark</u>	<u>Case Number/Subcase Country Name</u>	<u>Status Class(es)</u>	<u>Application Number/Date</u>	<u>Registration Number/Date</u>
M and Design	100195.2130 United States of America	Registered 35 Int.	77707525 06-Apr-2009	3766378 30-Mar-2010
MAKE THE CUT	100195.2040 United States of America	Registered 25 Int., 35 Int., 41 Int.	85635023 24-May-2012	4272303 08-Jan-2013
MODCLOTH	100195.2150 United States of America	Registered 35 Int.	77668897 12-Feb-2009	3760045 16-Mar-2010
MODCLOTH and Design	100195.2140 United States of America	Registered 35 Int.	77707645 06-Apr-2009	3766379 30-Mar-2010
MODSTYLISTS	100195.2030 United States of America	Registered 45 Int.	85635019 24-May-2012	4272302 08-Jan-2013
MYRTLEWOOD	100195.2100 United States of America	Published 25 Int.	85804434 17-Dec-2012	

SCHEDULE C
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT
Between ModCloth, Inc. as You (Grantor)
And TriplePoint Capital LLC, as Us (Grantee)

COPYRIGHT REGISTRATIONS

Registration Number	Title	Registration Date	V&A No.
None			

APPLICATIONS FOR COPYRIGHT REGISTRATIONS

Title	Date Filed	V&A No.
None		