

FORM PTO-1594
COMMERCE
(Rev. 07/05)
OMB No. 0651-0027 (exp. 06/30/2008)

CORDINATION FORM COVER SHEET

U.S. Patent and Trademark Office

TRADEMARKS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):
Modcloth, Inc.
651 Brannan Street, Suite 300
San Francisco CA 94107

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State: DE
 Other

Additional name(s) of conveying parties attached? Yes No

3. Nature of conveyance/ Execution Date(s):
Execution Date(s): June 21, 2013

Assignment Merger
 Security Agreement Change of Name
 Other :

2. Name and address of receiving party(ies):
Additional name(s) of conveying parties attached? Yes No

Name: Silicon Valley Bank
Internal Address:
Street Address: 3003 Tasman Drive
City: Santa Clara
State: CA
Country: USA
Zip: 95054

Association Citizenship
 General Partnership Citizenship
 Limited Partnership Citizenship
 Corporation Citizenship : United States, CA
 Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark:

A. Trademark Application No.(s)	B. Trademark Registration No.(s)
	85793877 85844152 85774857 77668897
	77839786 85804438 85821646 77707645
	85546391 85643491 77707525 85635019
	85711168 85635022 85635023 85804434

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Additional sheets attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: UCC Direct Services
Internal Address: Attn: 14080632
Street Address: 187 Wolf Road, Suite 101
City: Albany State: NY ZIP: 12205
Phone Number: 1-800-342-3676 X 4065
Fax Number: 1-800-962-7049
Email Address: cjs-uccalbany@wolterskluwer.com

6. Total number of applications and registrations involved: 16

7. Total fee (37 CFR 2.6 (b)(6) & 3.41): \$415.00
 Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:
a. Credit Card Last 4 Numbers 1868
Expiration Date 6/15
b. Deposit Account Number
Authorized User Name

9. Signature: Joseph D. Bergman 6-24-13
Signature Date
Name of Person Signing Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$415.00 8579387

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the June 21, 2013 by and between SILICON VALLEY BANK ("Bank") and MODCLOTH, INC. ("Grantor").

RECITALS

A. Bank has made certain advances of money and extended certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated as of the Effective Date (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Under the Loan Agreement Grantor shall grant to Bank a security interest in its Intellectual Property to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents, Trademarks and mask works listed on Schedules A, B, C, and D hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

Notwithstanding anything the contrary in this Intellectual Property Security Agreement, the Collateral shall not include 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 United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1080(a) (or any successor provision), such intent-to-use trademark application shall be considered Collateral.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank 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 Bank as a matter of law or equity. Each right, power and remedy of Bank 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 Bank 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 Bank, of any or all other rights, powers or remedies.

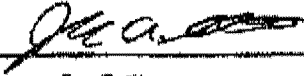
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers hereunto duly authorized as of the first date written above.

Address of Grantor:

851 Brannan Street
San Francisco, CA 94017
Attn: _____

GRANTOR:

MODCLOTH, INC.

By: 
Title: CFO

Address of Bank:

535 Mission Street, Suite 900
San Francisco, California 94105
Attn: Justin Mauch

BANK:

SILICON VALLEY BANK

By: _____
Title: _____

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

MODCLOTH, INC.

651 Brannan Street
San Francisco, CA 94017

By: _____

Attn: _____

Title: _____

BANK:

Address of Bank:

SILICON VALLEY BANK

555 Mission Street, Suite 900
San Francisco, California 94105
Attn: Justin Mauch

By: Justin Mauch

Title: Vice President

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

NONE

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

NONE

Patent Applications

NONE

EXHIBIT C

Trademarks

Description

Registration/
Application
Number

Registration/
Application
Date

MODCLOTH, INC.

Trademark List

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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	
GRADE	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

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Trademark	Case Number/Subclass Country Name	Status Class(es)	Application Number/Date	Registration Number/Date
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.	77666897 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	

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

NONE