

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
Personal Retailing Inc.		07/16/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Hercules Technology Growth Capital, Inc.		
Street Address:	400 Hamilton Avenue		
Internal Address:	Suite 310		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94301		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85455857	FABKIDS	
CORRESPONDENCE DATA			
Fax Number:	6179372400		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6179372418		
Email:	aanderson@cooley.com		
Correspondent Name:	Anna Anderson c/o Cooley LLP		
Address Line 1:	1299 Pennsylvania Ave., NW		
Address Line 2:	Suite 700		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		
ATTORNEY DOCKET NUMBER:	305866-1010		
NAME OF SUBMITTER:	Anna Anderson		
Signature:	/Anna Anderson/		

CH \$40.00 85455857

Date:

07/23/2013

Total Attachments: 12

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of July 16, 2013 by and between HERCULES TECHNOLOGY GROWTH CAPITAL, INC. as Lender under that certain Loan Agreement (defined below) ("Lender"), and JUST FABULOUS, INC., a Delaware corporation, PERSONAL RETAILING, INC., a Delaware corporation, HEELS, LLC, a Delaware limited liability company, JUSTFAB (UK) LIMITED, a private limited company organized under the laws of England and Wales, and JUSTFABULOUS GMBH, a corporation organized under the laws of Germany (each a "Grantor" and collectively, the "Grantors").

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodation (the "Loans") to the Grantors in the amounts and manner set forth in that certain Loan and Security Agreement by and among Lender and the Grantors dated as of July 16, 2013 (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).

B. Lender are willing to make the Loans to the Grantors, but only upon the condition, among others, that the Grantors shall grant to Lender a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of the Grantors under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, the Grantors have granted to Lender a security interest in all of the Grantors' 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 their obligations under the Loan Agreement and all other agreements now existing or hereafter arising among the Grantors and Lender, the Grantors hereby represent, warrant, covenant and agree as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising among Lender and the Grantors, the Grantors grant and pledge to Lender a security interest in all of the Grantors' right, title and interest in, to and under their Intellectual Property Collateral (other than Excluded Property) (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C 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.

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

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

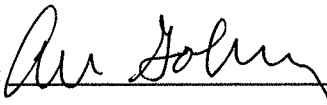
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantors:

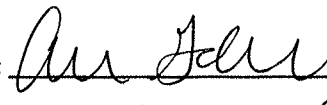
2301 Rosecrans Avenue, 5th Floor
El Segundo, CA 90245
Attention: Matt Fojut

GRANTORS:

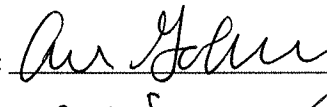
JUST FABULOUS, INC.

By: 
Title: Chief Executive Officer


PERSONAL RETAILING, INC.

By: 
Title: Chief Executive Officer

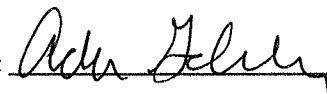
HEELS, LLC

By: 
Title: Chief Executive Officer

JUSTFAB (UK) LIMITED

By: 
Title: Chief Executive Officer

JUSTFABULOUS GMBH

By: 
Title: Chief Executive Officer

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.

Address of Grantors:

2301 Rosecrans Avenue, 5th Floor
El Segundo, CA 90245
Attention: Matt Fojut

GRANTORS:

JUST FABULOUS, INC.

By: _____

Title: _____

PERSONAL RETAILING, INC.

By: _____

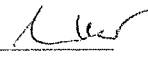
Title: _____

HEELS, LLC

By: _____

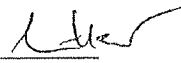
Title: _____

JUSTFAB (UK) LIMITED

By: GERRIT MUELLER 

Title: MD EUROPE

JUSTFABULOUS GMBH

By: GERRIT MUELLER 

Title: MD EUROPE

Address of Lender:

400 Hamilton Avenue, Suite 310
Palo Alto, CA 94301
Attn: Loan Documentation

LENDER:

HERCULES TECHNOLOGY GROWTH CAPITAL, INC.

By: 

Title: K. Nicholas Martitsch
Associate General Counsel

EXHIBIT A

Copyrights

NONE.







EXHIBIT B


Patents


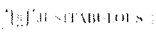

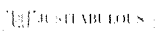


<u>PATENT</u>	<u>REGISTRATION NUMBER</u>	<u>OWNER</u>
None.		


EXHIBIT C

Trademarks

Trademark	Country	App. No.	App. Date	Reg. No	Reg. Date	Owner
BAG FABULOUS	United States	App. No. 77891039	Filed 10-Dec-2009	Reg. No. 4026688	Registered 13-Sep-2011	Just Fabulous
FABKIDS	United States	App. No. 85455857	Filed 25-Oct-2011	Reg. No. 4265558	Registered 25-Dec-2012	Personal Retailing Inc.
FABLETICS	United States	App. No. 85899473	Filed 09-Apr-2013			Just Fabulous, Inc.
FABLETICS	United States	App. No. 85805165	Filed 18-Dec-2012			Just Fabulous, Inc.
FABLETICS & Design  FABLETICS	United States	App. No. 85811438	Filed 27-Dec-2012			Just Fabulous, Inc.
HEELS.COM (Stylized) 	United States	App. No. 85964667	Filed 19-Jun-2013			Just Fabulous, Inc.
J JUSTFABULOUS & Design  JUSTFABULOUS	United States	App. No. 85176018	Filed 12-Nov-2010	Reg. No. 4115866	Registered 20-Mar-2012	Just Fabulous, Inc.
J JUSTFABULOUS & Design  JUSTFABULOUS	United States	App. No. 85039205	Filed 14-May-2010			Just Fabulous, Inc.
JF & Design 	United States	App. No. 85412152	Filed 31-Aug-2011			Just Fabulous, Inc.
JF & Design 	United States	App. No. 85979313	Filed 31-Aug-2011			Just Fabulous, Inc.
JUST FAB	United States	App. No. 85893342	Filed 02-Apr-2013			Just Fabulous, Inc.

Trademark	Country	App. No.	App. Date	Reg. No.	Reg. Date	Owner
JUST FAB	United States	App. No. 85176016	Filed 12-Nov-2010	Reg. No. 4292790	Registered 19-Feb-2013	Just Fabulous, Inc.
JUST FAB	United States	App. No. 85976525	Filed 12-Nov-2010	Reg. No. 4293503	Registered 19-Feb-2013	Just Fabulous, Inc.
JUST FAB	United States	App. No. 85039190	Filed 14-May-2010	Reg. No. 4183738	Registered 31-Jul-2012	Just Fabulous, Inc.
JUST FABULOUS	United States	App. No. 85412144	Filed 31-Aug-2011			Just Fabulous, Inc.
JUST FABULOUS	United States	App. No. 85979128	Filed 31-Aug-2011	Reg. No. 4355611	Registered 18-Jun-2013	Just Fabulous, Inc.
JUST FABULOUS	United States	App. No. 85039211	Filed 14-May-2010	Reg. No. 4010248	Registered 09-Aug-2011	Just Fabulous, Inc.
S SHOEFABULOUS & Design 	United States	App. No. 77895105	Filed 16-Dec-2009	Reg. No. 4016502	Registered 23-Aug-2011	Just Fabulous
S SHOEFABULOUS & Design 	United States	App. No. 77981308	Filed 16-Dec-2009	Reg. No. 3939065	Registered 29-Mar-2011	Just Fabulous
SHOE FABULOUS	United States	App. No. 77981379	Filed 10-Dec-2009	Reg. No. 3945997	Registered 12-Apr-2011	Just Fabulous
SHOE FABULOUS	United States	App. No. 77891047	Filed 10-Dec-2009	Reg. No. 4026689	Registered 13-Sep-2011	Just Fabulous
JUST FABULOUS	Argentina	App. No. 3113564	Filed 07-Sep-2011			Just Fabulous, Inc.
JUST FABULOUS	Argentina	App. No. 3113565	Filed 07-Sep-2011			Just Fabulous, Inc.
JUST FABULOUS	Argentina	App. No. 3113566	Filed 07-Sep-2011			Just Fabulous, Inc.
JUST FABULOUS	Brazil	App. No. 831201169	Filed 29-Sep-2011			Just Fabulous, Inc.
JUST FABULOUS	Brazil	App. No. 831201150	Filed 29-Sep-2011			Just Fabulous, Inc.

Trademark	Country	App. No.	App. Date	Reg. No	Reg. Date	Owner
JUST FABULOUS	Brazil	App. No. 831201142	Filed 29- Sep-2011			Just Fabulous, Inc.
FABLETICS	Canada	App. No. 1631494	Filed 17- Jun-2013			Just Fabulous, Inc.
J JUSTFABULOUS & Design  JUSTFABULOUS	Canada	App. No. 1503678	Filed 15- Nov-2010			Just Fabulous, Inc.
JUST FABULOUS	Canada	App. No. 1542124	Filed 02- Sep-2011			Just Fabulous, Inc.
JF JUSTFABULOUS & Design 	Chile	App. No. 973936	Filed 12- Oct-2011	Reg. No. 988079	Registered 24-Jan-2013	Just Fabulous, Inc.
JF JUSTFABULOUS & Design 	Chile	App. No. 973937	Filed 12- Oct-2011	Reg. No. 988081	Registered 24-Jan-2013	Just Fabulous, Inc.
JF JUSTFABULOUS & Design 	Chile	App. No. 973938	Filed 12- Oct-2011	Reg. No. 1006996	Registered 25-Apr-2013	Just Fabulous, Inc.
JF & Design 	European Union	App. No. 10237113	Filed 02- Sep-2011	Reg. No. 10237113	Registered 02-Feb-2012	Just Fabulous, Inc.
JF JUSTFABULOUS & Design  JUSTFABULOUS	European Union	App. No. 10556025	Filed 12- Jan-2012	Reg. No. 10556025	Registered 08-Jun-2012	Just Fabulous, Inc.
JUST FABULOUS	India	App. No. 2206445	Filed 16- Sep-2011			Just Fabulous, Inc.
JUST FABULOUS	India	App. No. 2206446	Filed 16- Sep-2011			Just Fabulous, Inc.

Trademark	Country	App. No.	App. Date	Reg. No	Reg. Date	Owner
J JUSTFABULOUS & Design  JUSTFABULOUS	International Register (designating Australia and the European Union)			Reg. No. 1070308	Registered 14-Nov-2010	Just Fabulous, Inc.
JUST FAB	International Register (designating Australia and the European Union)			Reg. No. 1084981	Registered 20-Apr-2011	Just Fabulous, Inc.
JUST FABULOUS	International Register (designating Australia, China, European Union, Israel, Japan, Norway, Russia, Singapore, South Korea, Switzerland, Turkey, and Vietnam)			Reg. No. 1113430	Registered 06-Dec-2011	Just Fabulous, Inc.
JUST FABULOUS	Malaysia	App. No. 2011053329	Filed 05-Sep-2011			Owner not identified.
JUST FABULOUS	Malaysia	App. No. 2011053331	Filed 05-Sep-2011			Owner not identified.
JUST FABULOUS	Malaysia	App. No. 201153332	Filed 05-Sep-2011			Owner not identified.
JUST FABULOUS	Mexico	App. No. 1208168	Filed 02-Sep-2011	Reg. No. 1269150	Registered 20-Feb-2012	Just Fabulous, Inc.
JUST FABULOUS	Mexico	App. No. 1208167	Filed 02-Sep-2011	Reg. No. 1269149	Registered 20-Feb-2012	Just Fabulous, Inc.
JUST FABULOUS	Mexico	App. No. 1208166	Filed 02-Sep-2011	Reg. No. 1277714	Registered 09-Apr-2012	Just Fabulous, Inc.
JUST FABULOUS	Peru	App. No. 478908-2012	Filed 05-Jan-2012			Just Fabulous, Inc.
JUST FABULOUS	Peru	App. No. 466590-2011	Filed 07-Sep-2011			Just Fabulous, Inc.
JUST FABULOUS	Taiwan	App. No. 100045342	Filed 02-Sep-2011			Owner not identified

Trademark	Country	App. No.	App. Date	Reg. No	Reg. Date	Owner
JF JUST FABULOUS & Design 	Thailand	App. No. 821784	Filed 02-Sep-2011			Owner not identified
JF JUST FABULOUS & Design 	Thailand	App. No. 821785	Filed 02-Sep-2011			Owner not identified
JF JUST FABULOUS & Design 	Thailand	App. No. 821786	Filed 02-Sep-2011			Owner not identified
JUST FABULOUS	Venezuela	App. No. 2011-017358	Filed 29-Sep-2011			Just Fabulous, Inc.
JUST FABULOUS	Venezuela	App. No. 2011-017359	Filed 29-Sep-2011			Just Fabulous, Inc.
JUST FABULOUS	Venezuela	App. No. 2011-017360	Filed 29-Sep-2011			Just Fabulous, Inc.