

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
JUST FABULOUS, INC.		09/09/2013	CORPORATION: DELAWARE
SHOEDAZZLE.COM, INC.		09/09/2013	CORPORATION: DELAWARE
PERSONAL RETAILING INC.		09/09/2013	CORPORATION: DELAWARE
HEELS, LLC		09/09/2013	LIMITED LIABILITY COMPANY: DELAWARE
JUST FAB (UK) LIMITED		09/09/2013	CORPORATION: UNITED KINGDOM
JUST FABULOUS GMBH		09/09/2013	COMPANY: GERMANY
THE FAB SHOES S.L.U.		09/09/2013	COMPANY: SPAIN

**RECEIVING PARTY DATA**

<b>Name:</b>	PINNACLE VENTURES, L.L.C., as Agent
<b>Street Address:</b>	1600 El Camino Real, Suite 250
<b>City:</b>	Menlo Park
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94025
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 32**

Property Type	Number	Word Mark
Registration Number:	4026688	BAG FABULOUS
Registration Number:	4265558	FABKIDS
Serial Number:	85899473	FABLETICS
Serial Number:	85805165	FABLETICS
Serial Number:	85811438	FABLETICS
Serial Number:	85964667	HEELS.COM
Registration Number:	4115866	JU JUSTFABULOUS
Serial Number:	85039205	JU JUSTFABULOUS

CH \$815.00 4026688

Serial Number:	85412152	JF
Serial Number:	85979313	JF
Serial Number:	85893342	JUST FAB
Registration Number:	4292790	JUST FAB
Registration Number:	4293503	JUST FAB
Registration Number:	4183738	JUST FAB
Serial Number:	85412144	JUST FABULOUS
Registration Number:	4355611	JUST FABULOUS
Registration Number:	4010248	JUST FABULOUS
Registration Number:	4016502	S SHOE FABULOUS
Registration Number:	3939065	S SHOE FABULOUS
Registration Number:	3945997	SHOE FABULOUS
Registration Number:	4026689	SHOE FABULOUS
Registration Number:	3736740	SHOEDAZZLE
Serial Number:	85760533	SIGNATURE BY *
Serial Number:	85760521	SCENE BY *
Serial Number:	85806060	SKADDEN
Serial Number:	85820434	SOPHIA & LEE
Serial Number:	85820419	IZABELLA RUE
Serial Number:	85806069	PAPER FOX
Serial Number:	85878866	LEILA STONE
Serial Number:	85831991	DAILY FIX
Serial Number:	85788357	BEAU+ASHE
Serial Number:	85536053	EI8HT BY SHOEDAZZLE

**CORRESPONDENCE DATA**

Fax Number: 6504936811

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 650-461-6125

Email: qlu@wsgr.com

Correspondent Name: WSGR, c/o Qui Lu

Address Line 1: 650 Page Mill Road

Address Line 2: FH2-1 P10

Address Line 4: Palo Alto, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER:

30897.061

NAME OF SUBMITTER:

Qui Lu

**TRADEMARK**

**REEL: 005108 FRAME: 0139**

/s/ Qui Lu

Date:

09/10/2013

**Total Attachments: 14**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of September 9, 2013 by and among PINNACLE VENTURES, L.L.C. as Agent ("Agent") under that certain Amended and Restated Loan Agreement (defined below) to the lenders named therein ("Lenders"), and JUST FABULOUS, INC., a Delaware corporation, SHOEDAZZLE.COM, 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. The Lenders have 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 Amended and Restated Loan and Security Agreement by and among Agent, the Lenders and Grantors dated as of September 9, 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. Agent and Lenders are willing to enter into the Loan Agreement and continue to make the Loans to the Grantors, but only upon the condition, among others, that the Grantors shall grant to Agent, on behalf of itself and the Lenders, 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 Agent, on behalf of itself and the Lenders, 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 its obligations under the Loan Agreement and all other agreements now existing or hereafter arising among the Grantors, Agent and Lenders, the Grantors hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising among Agent, Lenders and the Grantors, the Grantors grant and pledge to Agent, on behalf of itself and the Lenders, a security interest in all of the Grantors' right, title and interest in, to and under its 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 Agent, on behalf of itself and the Lenders, under the Loan Agreement. The rights and remedies of Agent and Lenders 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 Agent and Lenders as a matter of law or equity. Each right, power and remedy of Agent and Lenders 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 Agent or Lenders 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 Agent and Lenders, of any or all other rights, powers or remedies.

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

Address of Agent:

Pinnacle Ventures, L.L.C.  
1600 El Camino Real, Suite 250  
Menlo Park, CA 94025  
Attention: Chief Operating Officer

AGENT:

PINNACLE VENTURES, L.L.C.



By: Robert N. Savoie

Title: Chief Operating Officer

[Signature Page to IP Security Agreement]

**TRADEMARK**  
**REEL: 005108 FRAME: 0143**

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, 5<sup>th</sup> Floor  
El Segundo, CA 90245  
Attention: Matt Fojut

GRANTOR:

JUST FABULOUS, INC.

By: Adam Goldenberg

Title: Adam Goldenberg, Chief Executive Officer

SHOEDAZZLE.COM, INC.

By: Adam Goldenberg

Title: Adam Goldenberg, Co-Chief Executive Officer

PERSONAL RETAILING, INC.

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

Title: Matt Fojut, Chief Executive Officer

HEELS, LLC

By: Adam Goldenberg

Title: Adam Goldenberg, Chief Executive Officer

JUSTFAB (UK) LIMITED

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

Title: Gerrit Müller, Chief Executive Officer

JUSTFABULOUS GMBH

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

Title: Gerrit Müller, Chief Executive Officer

THE FAB SHOES S.L.U.

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

Title: Gerrit Müller, 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, 5<sup>th</sup> Floor  
El Segundo, CA 90245  
Attention: Matt Fojut

GRANTOR:

JUST FABULOUS, INC.

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

Title: Adam Goldenberg, Chief Executive Officer

SHOEDAZZLE.COM, INC.

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

Title: Adam Goldenberg, Co-Chief Executive Officer

PERSONAL RETAILING, INC.

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

Title: Matt Fojut, Chief Executive Officer

HEELS, LLC

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

Title: Adam Goldenberg, Chief Executive Officer

JUSTFAB (UK) LIMITED

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

Title: Gerrit Müller, Chief Executive Officer

JUSTFABULOUS GMBH

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

Title: Gerrit Müller, Chief Executive Officer

THE FAB SHOES S.L.U.

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

Title: Gerrit Müller, Chief Executive Officer

[Signature Page to IP Security Agreement]

**TRADEMARK**  
**REEL: 005108 FRAME: 0145**



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:

2361 Rosecrans Avenue, 5<sup>th</sup> Floor  
El Segundo, CA 90245  
Attention: Matt Forst

GRANTOR:

JUST FABULOUS, INC.

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

Title: Adam Goldenberg, Chief Executive Officer

SHOEDAZZLE.COM, INC.

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

Title: Adam Goldenberg, Co-Chief Executive Officer

PERSONAL RETAILING, INC.

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

Title: Matt Forst, Chief Executive Officer

HEELS, LLC

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

Title: Adam Goldenberg, Chief Executive Officer

JUSTFAB (UK) LIMITED

By: 

Title: Gerrit Müller, Chief Executive Officer

JUSTFABULOUS GMBH

By: 

Title: Gerrit Müller, Chief Executive Officer

THE FAB SHOES S.L.U.

By: 

Title: Gerrit Müller, Sole Director

[Signature Page to IP Security Agreement]

EXHIBIT A

Copyrights

None.

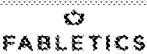
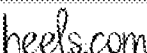




EXHIBIT B

Patents


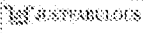
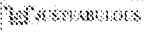
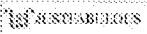
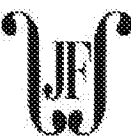

None.


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 	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 	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.

Trademark	Country	Classes	USPTO Serial No. or Registration Number	Owner
ShoeDazzle	United States	On-line shoe club ordering services (Class 035), Personal fashion consulting services (Class 045)	3736740 Affidavit of continued use due January 12, 2016	Shoedazzle.com, Inc.
Signature by	United States	Footwear (Class 025)	85760533	Shoedazzle.com, Inc.
Scene by	United States	Footwear (Class 025)	85760521	Shoedazzle.com, Inc.
Skadden	United States	Footwear (Class 025)	85806060	Shoedazzle.com, Inc.
Sophia & Lee	United States	Footwear (Class 025)	85820434	Shoedazzle.com, Inc.
Izabella Rue	United States	Footwear (Class 025)	85820419	Shoedazzle.com, Inc.
Paper Fox	United States	Footwear (Class 025)	85806069	Shoedazzle.com, Inc.
Leila Stone	United States	Footwear (Class 025)	85878866	Shoedazzle.com, Inc.



Daily Fix	United States	Footwear (Class 025)	85831991	Shoedazzle.com, Inc.
Beau+Ashe	United States	Footwear (Class 025), Bags (Class 018), Jewelry (Class 014)	85788357	Shoedazzle.com, Inc.
Ei8ght by ShoeDazzle	United States	Jewelry (Class 014), Handbags (Class 18), Apparel, fashion accessories, and footwear (Class 25)	85536053	Shoedazzle.com, Inc.