

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
ShoeDazzle.com, Inc.		09/10/2013	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: 11

Property Type	Number	Word Mark
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: 6179372400

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

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/
Date:	01/27/2014

**Total Attachments: 6**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of September 10, 2013 by and between HERCULES TECHNOLOGY GROWTH CAPITAL, INC. as Lender ("Lender") under that certain Loan Agreement (defined below), and SHOEDAZZLE.COM, INC., a Delaware corporation ("Grantor").

### RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodation (the "Loans") to Grantor and certain of its affiliates in the amounts and manner set forth in that certain Loan and Security Agreement by and among Lender, Just Fabulous, Inc. a Delaware corporation, and its subsidiaries, including Grantor, 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 is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor and its Affiliates under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender 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 their obligations under the Loan Agreement and all other agreements now existing or hereafter arising among Grantor and Lender, Grantor 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 Lender, Just Fabulous, Inc. a Delaware corporation, and its subsidiaries, including Grantor, Grantor grants and pledges to Lender a security interest in all of Grantor's 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 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.

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.

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:

SHOEDAZZLE.COM, INC.

By: Adm Goldenberg  
Title: Co-Chief Executive Officer

Address of Lender:

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

LENDER:

HERCULES TECHNOLOGY GROWTH CAPITAL, INC.

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.

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SHOEDAZZLE.COM, INC.

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


Title: \_\_\_\_\_

Address of Lender:

400 Hamilton Avenue, Suite 310  
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Attn: Loan Documentation

LENDER:

HERCULES TECHNOLOGY GROWTH CAPITAL, INC.

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

Title: Senior Counsel

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

None.

EXHIBIT C

Trademarks

<b>Name</b>	<b>Classes</b>	<b>USPTO Serial No. or Registration Number</b>
ShoeDazzle	On-line shoe club ordering services (Class 035), Personal fashion consulting services (Class 045)	3736740 Affidavit of continued use due January 12, 2016
Signature by	Footwear (Class 025)	85760533
Scene by	Footwear (Class 025)	85760521
Skadden	Footwear (Class 025)	85806060
Sophia & Lee	Footwear (Class 025)	85820434
Izabella Rue	Footwear (Class 025)	85820419
Paper Fox	Footwear (Class 025)	85806069
Leila Stone	Footwear (Class 025)	85878866
Daily Fix	Footwear (Class 025)	85831991
Beau+Ashe	Footwear (Class 025), Bags (Class 018) , Jewelry (Class 014)	85788357
Ei8ght by ShoeDazzle	Jewelry (Class 014), Handbags (Class 18), Apparel, fashion accessories, and footwear (Class 25)	85536053