

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment of Security Interest (Reel/Frame: 5055/0336)

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TRIPLEPOINT CAPITAL LLC		03/05/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA	
Name:	TRIPLEPOINT VENTURE GROWTH BDC CORP.
Street Address:	2755 SAND HILL ROAD, SUITE 150
Internal Address:	ATTN: LEGAL DEPT.
City:	MENLO PARK
State/Country:	CALIFORNIA
Postal Code:	94025
Entity Type:	CORPORATION: MARYLAND

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Serial Number:	85894091	349
Serial Number:	85793877	AUFOND
Registration Number:	3787417	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
Registration Number:	4329422	GEODE
Serial Number:	85774657	GRAHAM STREET SHOE CO
Serial Number:	85821646	LINDY HOP
Registration Number:	3766378	M
Registration Number:	4272303	MAKE THE CUT

CH \$440.00 85894091

Registration Number:	3760045	MODCLOTH
Registration Number:	3766379	MODCLOTH
Registration Number:	4272302	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
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:	03/07/2014

Total Attachments: 7
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**ASSIGNMENT AND ASSUMPTION OF
PLAIN ENGLISH INTELLECTUAL PROPERTY AND SECURITY
AGREEMENT**

This Assignment and Assumption Agreement of the Plain English Intellectual Property and Security Agreement ("**Assignment**"), effective as of March 5, 2014 (the "**Effective Date**"), is entered into by and between TriplePoint Capital LLC, a Delaware limited liability company ("**Seller**"), and TriplePoint Venture Growth BDC Corp., a Maryland corporation ("**Buyer**").

RECITALS

A. Seller entered to a Plain English Growth Capital Loan and Security Agreement dated as of June 21, 2013 (the "**Loan Agreement**") with ModCloth, Inc., a Delaware corporation ("**Borrower**"). Pursuant to the Loan Agreement Borrower granted a lien upon and continuing security interest in all of Borrower's Intellectual Property (as defined in the Loan Agreement) as further evidenced by the Plain English Intellectual Property Security Agreement dated as of June 21, 2013 (the "**IP Security Agreement**"). Seller has agreed to assign all of its right, title and interest in, and Buyer has agreed to assume all of, Seller's duties and obligations under, the Loan Agreement and IP Security Agreement pursuant to arrangements entered into by Seller and Buyer on or about the date of this Assignment.

B. The IP Security Agreement was filed with the United States Patent and Trademark Office on June 26, 2013 and can be found at the following Reel/Frame: 5055/0336.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. All capitalized terms used in this Assignment but not otherwise defined herein are given the meanings set forth in the Loan Agreement or IP Security Agreement.
2. Assignment and Assumption. Seller hereby sells, assigns, grants, conveys and transfers to Buyer all of Seller's right, title and interest in the IP Security Agreement, including without limitation Seller's liens and continuing security interest in the Intellectual Property set forth in Schedule A (Patents & Patent Applications), Schedule B (Trademarks & Trademark Applications) and Schedule C (Copyrights & Copyright Applications). Buyer hereby accepts such assignment and assumes all of Seller's duties and obligations under the IP Security Agreement.

3. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to the conflicts of law provisions thereof.


4. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be executed the day and year first above written.

BUYER:

TRIPLEPOINT VENTURE GROWTH
BDC CORP.

By: _____

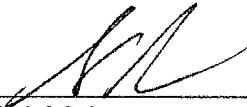

Name: Sajal Srivastava
Title: President

Address: 2755 Sand Hill Road, Suite 150
Menlo Park, CA 94025
Attn: Legal Dept.

SELLER:

TRIPLEPOINT CAPITAL LLC

By: _____


Name: Sajal Srivastava
Title: Chief Operating Officer

Address: 2755 Sand Hill Road, Suite 150
Menlo Park, CA 94025
Attn: Legal Dept.

SCHEDULE A

PATENTS AND PATENT APPLICATIONS

PATENTS

Patent Name	Status and Date Issued	Patent Number
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None

PATENT APPLICATIONS

Name	Status & Date Filed	Application Number
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None

SCHEDULE B

TRADEMARKS AND TRADEMARK APPLICATIONS

TRADEMARKS

Name	Date Filed or Issued	Serial Number	Status
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See attached

TRADEMARK APPLICATIONS

Name	Date Filed	Serial Number	Status
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See attached

**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	
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

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Trademark	Case Number/Subcase 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.	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
COPYRIGHT REGISTRATIONS AND APPLICATIONS**

COPYRIGHT REGISTRATIONS

Registration Number	Title	Registration Date	V&A No.
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None

APPLICATIONS FOR COPYRIGHT REGISTRATIONS

Title	Date Filed	V&A No.
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None