

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM300585

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MODCLOTH, INC.		03/26/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	TRIPLEPOINT VENTURE GROWTH BDC CORP.		
Street Address:	2755 SAND HILL ROAD		
City:	MENLO PARK		
State/Country:	CALIFORNIA		
Postal Code:	94025		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	85981100	BEA & DOT BY MODCLOTH	
Serial Number:	86178690	HIGH DIVE	
Serial Number:	86074468	MODCLOTH	
Serial Number:	86087316	STYLISH SURPRISE	
CORRESPONDENCE DATA			
Fax Number:	4155911400		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
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 INC.)		
NAME OF SUBMITTER:	LOREN KESSLER HIGGINS, ESQ.		
SIGNATURE:	/LOREN KESSLER HIGGINS, ESQ./		
DATE SIGNED:	04/07/2014		
Total Attachments: 5			
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FIRST AMENDMENT TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is a **First Amendment to Plain English Intellectual Property Security Agreement** dated March 26, 2014 by and between TriplePoint Venture Growth BDC Corp., a Maryland Corporation, as assignee of TriplePoint Capital LLC and ModCloth, Inc., a Delaware corporation (the "Amendment").

RECITALS

- A. The words "We", "Us", or "Our", refer to the Grantee, which is TriplePoint Venture Growth BDC Corp. The words "You" or "Your" refers to the Grantor, which is ModCloth, Inc. and not any individual. The words "the Parties" refers to both TriplePoint Venture Growth BDC Corp. and ModCloth, Inc.
- B. The Parties entered into a Plain English Growth Capital Loan and Security Agreement dated June 21, 2013 as amended by the First Amendment to Plain English Growth Capital Loan and Security Agreement dated March 26, 2014 (together with amendments, supplements, extensions and exhibits, collectively the "Loan Agreement"). Pursuant to the Loan Agreement, We agreed to extend certain financial accommodations to or for the direct or indirect benefit of You.
- C. The Parties are also parties to that certain Plain English Intellectual Property Security Agreement dated as of June 21, 2013 (together with amendments, supplements, extensions and exhibits, collectively the "IP Security Agreement"), pursuant to which, among other things, You granted to Us a security interest in Your intellectual property to secure Your obligations to Us under the Loan Agreement. All term capitalized but not defined in this Amendment shall have the respective meanings set forth in the IP Security Agreement.
- D. The Parties are entering into this Amendment in order to reaffirm and continue in effect the Liens granted by You under the IP Security Agreement and, to the extent not granted in the IP Security Agreement, to grant the Liens contemplated by this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

AGREEMENT

1. SUPPLEMENT TO IP SECURITY AGREEMENT

- ⇒ **Schedule A** to the IP Security Agreement is hereby supplemented by Supplement A attached to this Amendment and made a part of this Amendment.
- ⇒ **Schedule B** to the IP Security Agreement is hereby supplemented by Supplement B attached to this Amendment and made a part of this Amendment.
- ⇒ **Schedule C** to the IP Security Agreement is hereby supplemented by Supplement C attached to this Amendment and made a part of this Amendment.

2. MISCELLANEOUS

Acknowledgment and Confirmation of Security Interest. You confirm and ratify Your prior assignment and grant, and assigns and grants to Us a continuing, first priority security interest in all of Your right, title and interest in, to and under the Intellectual Property Collateral.

Conditions to Effectiveness. This Amendment shall become effective as of the date hereof when We have received executed counterparts of this Amendment.

Ratification. Except as specifically modified by this Amendment, the Parties acknowledge the IP Security Agreement shall remain binding upon the Parties, and all provisions of the IP Security Agreement shall remain in full force and effect. You expressly ratify and affirm Your obligations to Us under the IP Security Agreement, the Loan Agreement and the other Loan Documents.

Complete Agreement. This Amendment, together with the IP Security Agreement, is the entire agreement between the Parties with respect to the subject matter of this Amendment. This Amendment supersedes all prior and contemporaneous oral and written agreements and discussions with respect to the subject matter of this Amendment. Except as otherwise expressly modified in this Amendment, the IP Security Agreement shall remain in full force and effect.

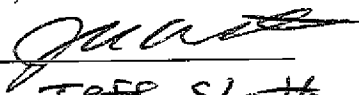
Recitals. The recitals to this Amendment shall constitute a part of the agreement of the Parties in this Amendment.

Governing Law. THIS AMENDMENT SHALL BE GOVERNED BY AND INTERPRETED, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA.

No Novation. Except as specifically set forth in this Amendment, the execution, delivery and effectiveness of this Amendment shall not (a) limit, impair, constitute a waiver by, or otherwise affect any right, power or remedy of, Us under the Loan Agreement or any other Loan Document, (b) constitute a waiver of any provision in the Loan Agreement or in any of the other Loan Documents, or (c) alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Loan Agreement or in any of the other Loan Documents, all of which are ratified and affirmed in all respects and shall continue in full force and effect.

Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so delivered shall be deemed an original, but all of which counterparts shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page to this Amendment by facsimile transmission shall be effective as delivery of a manually executed counterpart thereof.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to Plain English Intellectual Property Security Agreement to be duly executed and delivered as of the date first written above.

You:	MODCLOTH, INC.
Signature:	
Print Name:	JEFF SHOTTS
Title:	CEO

SUPPLEMENT TO SCHEDULE A

**To Plain English Intellectual Property Security Agreement
Between ModCloth, Inc., as You (Grantor)
and TriplePoint Venture Growth BDC Corp., as Us (Grantee)**

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

SUPPLEMENT TO SCHEDULE B

**To Plain English Intellectual Property Security Agreement
Between ModCloth, Inc., as You (Grantor)
and TriplePoint Venture Growth BDC Corp., as Us (Grantee)**

TRADEMARKS AND TRADEMARK APPLICATIONS

TRADEMARKS

Name	Date Filed or Issued	Serial Number	Status
None			

TRADEMARK APPLICATIONS

Name	Date Filed	Serial Number	Status
BEA & DOT BY MODCLOTH	February 7, 2013	85981100	
HIGH DIVE	January 29, 2014	86178690	
MODCLOTH	September 25, 2013	86074468	
STYLISH SURPRISE and Design	October 29, 2013	86087316	

**SUPPLEMENT TO SCHEDULE C
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT
Between ModCloth, Inc., as You (Grantor)
And TriplePoint Venture Growth BDC Corp., as Us (Grantee)**

COPYRIGHT REGISTRATIONS

Registration Number	Title	Registration Date	V&A No.
None			

APPLICATIONS FOR COPYRIGHT REGISTRATIONS

Title	Date Filed	V&A No.
None		