

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM313545

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amended and Restated Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gazelle, Inc.		08/08/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Hercules Technology III, LP		
Street Address:	400 Hamilton Avenue, Suite 310		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94301		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3715706	SECOND ROTATION	
Registration Number:	3900210	GAZELLE	
Registration Number:	3900214	GAZELLE	
CORRESPONDENCE DATA			
Fax Number:	4156932222		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	4156932440		
Email:	crhem@cooley.com		
Correspondent Name:	Cooley LLP		
Address Line 1:	101 California Street, 5th Floor		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	305866-188 GAZELLE		
NAME OF SUBMITTER:	C. Rhem		
SIGNATURE:	/CR/		
DATE SIGNED:	08/11/2014		
Total Attachments: 6			
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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement is entered into as of August 8, 2014 by and between HERCULES TECHNOLOGY III, LP (“Lender”) and GAZELLE, INC., a Delaware corporation (“Grantor”).

RECITALS

A. Lender has made certain advances of money and extended certain financial accommodation (the “Loans”) to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement by and between Lender and Grantor dated as of April 25, 2012, as amended and restated pursuant to that Amended and Restated Loan and Security Agreement dated as of March 13, 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 enter into a Second Amendment to the Loan Agreement that was amended and restated pursuant to that certain Amended and Restated Loan and Security Agreement dated as of March 13, 2013, 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 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 its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between 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 between Lender and 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 (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.

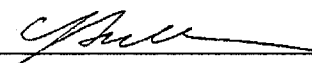
IN WITNESS WHEREOF, the parties have caused this Amended and Restated Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

Gazelle, Inc.
25 Thomson Place, 3rd Floor
Boston, MA 02210
Attn: Chief Executive Officer

GRANTOR:

GAZELLE, INC.

By:  _____

Title: Christopher Sullivan, President and CEO

Address of Lender:

Hercules Technology III, LP
400 Hamilton Avenue, Suite 310
Palo Alto, CA 94301
Attn: Loan Documentation

LENDER:

HERCULES TECHNOLOGY III, LP

By: Hercules Technology SBIC Management, LLC, its
General Partner

By: Hercules Technology Growth Capital, Inc., its
Manager

By: _____

Title: _____

[Signature Page to Amended and Restated Intellectual Property Security Agreement]

TRADEMARK

REEL: 005340 FRAME: 0724

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

Address of Grantor:

Gazelle, Inc.
25 Thomson Place, 3rd Floor
Boston, MA 02210
Attn: _____

GRANTOR:

GAZELLE, INC.

By: _____

Title: _____

Address of Lender:

Hercules Technology III, LP
400 Hamilton Avenue, Suite 310
Palo Alto, CA 94301
Attn: Loan Documentation

LENDER:

HERCULES TECHNOLOGY III, LP

By: Hercules Technology SBIC Management, LLC, its
General Partner

By: Hercules Technology Growth Capital, Inc., its
Manager

By: _____

Title: **Ben Gang**
Senior Counsel

[Signature Page to Amended and Restated Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

None

EXHIBIT B

Patents

<u>Title</u>	<u>Application No.</u>	<u>Filing Date</u>
Method and System for Trading in and Purchasing Articles	61/941,918	Filed 2/19/14
Systems and Methods for Trading in and Selling Merchandise	60/846,488	Filed 9/22/06
Systems and Methods for Trading in and Selling Merchandise	11/903,394	Filed 9/21/07
Systems and Methods for Determining Market Price of Merchandise	60/846,487	Filed 9/22/06
Systems and Methods for Determining Market Price of Merchandise	11/903,216	Filed 9/21/07
Systems and Methods for Determining Markets to Sell Merchandise	60/846,778	Filed 9/22/06
Systems and Methods for Determining Markets to Sell Merchandise	11/903,255	Filed 9/21/07
Systems and Methods for Aggregating and Presenting Merchandise Information	60/846,776	Filed 9/22/06
Systems and Methods for Aggregating and Presenting Merchandise Information	11/903,239	Filed 9/21/07
Systems and Methods for Syndicating Electronic Commerce Listings for Merchandise	60/846,777	Filed 9/22/06
Systems and Methods for Syndicating Electronic Commerce Listings for Merchandise	11/903,217	Filed 9/21/07

EXHIBIT C

Trademarks

- (1) SECOND ROTATION (Registration No. 3,715,706)
- (2) GAZELLE (Registration No. 3,900,210) and
- (3) GAZELLE and Design (Registration No. 3,900,214).