

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM321087

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Beyond the Rack Enterprises Inc.		10/21/2014	COMPANY: CANADA
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	275 Grove Street		
Internal Address:	Suite 2-200		
City:	Newton		
State/Country:	MASSACHUSETTS		
Postal Code:	02466		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4373958	BEYOND THE RACK	
Registration Number:	4509247	MY CURVY CLOSET	
Registration Number:	4529373	ROWNINE	
Serial Number:	85783322	SOFIANE	
Serial Number:	85783315	WINNINGTON	
Serial Number:	86100666	BTR	
Serial Number:	86236534	BTR DIRECT	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4750		
Email:	ipteam@nationalcorp.com		
Correspondent Name:	Dwayne C. Houston		
Address Line 1:	1025 Vermont Avenue NW, Suite 1130		
Address Line 2:	National Corporate Research, Ltd.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F152344		

OP \$190.00 4373958

NAME OF SUBMITTER:	Laura A. Kenerson
SIGNATURE:	/Laura A. Kenerson/
DATE SIGNED:	10/24/2014
Total Attachments: 15 source=Closing Copy - IP Security Agreement - Beyond The Rack Enterprises (10_2014)#page1.tif source=Closing Copy - IP Security Agreement - Beyond The Rack Enterprises (10_2014)#page2.tif source=Closing Copy - IP Security Agreement - Beyond The Rack Enterprises (10_2014)#page3.tif source=Closing Copy - IP Security Agreement - Beyond The Rack Enterprises (10_2014)#page4.tif source=Closing Copy - IP Security Agreement - Beyond The Rack Enterprises (10_2014)#page5.tif source=Closing Copy - IP Security Agreement - Beyond The Rack Enterprises (10_2014)#page6.tif source=Closing Copy - IP Security Agreement - Beyond The Rack Enterprises (10_2014)#page7.tif source=Closing Copy - IP Security Agreement - Beyond The Rack Enterprises (10_2014)#page8.tif source=Closing Copy - IP Security Agreement - Beyond The Rack Enterprises (10_2014)#page9.tif source=Closing Copy - IP Security Agreement - Beyond The Rack Enterprises (10_2014)#page10.tif source=Closing Copy - IP Security Agreement - Beyond The Rack Enterprises (10_2014)#page11.tif source=Closing Copy - IP Security Agreement - Beyond The Rack Enterprises (10_2014)#page12.tif source=Closing Copy - IP Security Agreement - Beyond The Rack Enterprises (10_2014)#page13.tif source=Closing Copy - IP Security Agreement - Beyond The Rack Enterprises (10_2014)#page14.tif source=Closing Copy - IP Security Agreement - Beyond The Rack Enterprises (10_2014)#page15.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "**Agreement**") is entered into as of October 21, 2014, by and between **SILICON VALLEY BANK**, a California corporation, with a loan production office located at 275 Grove Street, Suite 2-200, Newton, Massachusetts 02466 ("**Bank**") and **BEYOND THE RACK ENTERPRISES INC.**, a company existing under the laws of Canada with its principal place of business located at 4600 Hickmore, Saint-Laurent, Quebec, Canada H4T1K2 ("**Grantor**").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "**Loans**") in the amounts and manner set forth in that certain Loan and Security Agreement by and among Bank, Beyond the Rack USA Inc., a Delaware corporation ("**US Borrower**"), and Grantor dated as of September 5, 2014, as amended by that certain First Amendment to Loan and Security Agreement by and among Bank, US Borrower, and Grantor dated as of the date hereof (as the same may be further amended, modified or supplemented from time to time, the "**Loan Agreement**"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor to Bank.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank 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 Grantor's obligations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Grantor's obligations to Bank under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "**Intellectual Property Collateral**"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret,

now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “**Copyrights**”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “**Patents**”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “**Mask Works**”);

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the foregoing, the Intellectual Property Collateral does not include any intent-to-use trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Language. The parties acknowledge that they have required that this agreement and all related documents be prepared in English./Les parties reconnaissent avoir exigé que la présente convention et tous les documents connexes soient rédigés en anglais.

7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction).

[Signature page follows.]

IN WITNESS WHEREOF, this Intellectual Property Security Agreement and all documents executed in connection therewith, or relating thereto, have been negotiated, prepared and deemed to be executed by Grantor in the United States of America. In addition, this Intellectual Property Security Agreement is being executed as a sealed instrument under the laws of the Commonwealth of Massachusetts as of the first date written above

GRANTOR:

BEYOND THE RACK ENTERPRISES INC.

By: Greg Francis

Title: Interim Chief Financial Officer

BANK:

SILICON VALLEY BANK

By: _____

Title: _____

IN WITNESS WHEREOF, this Intellectual Property Security Agreement and all documents executed in connection therewith, or relating thereto, have been negotiated, prepared and deemed to be executed by Grantor in the United States of America. In addition, this Intellectual Property Security Agreement is being executed as a sealed instrument under the laws of the Commonwealth of Massachusetts as of the first date written above

GRANTOR:

BEYOND THE RACK ENTERPRISES INC.

By: _____

Title: _____

BANK:

SILICON VALLEY BANK

By:  _____

Title: VP _____

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

None.

EXHIBIT C

Trademarks

I. Canada

Trade-mark	Status	Number	Filing Date	Owner
BEYOND THE RACK	Registered 2014-09-02	1459982 TMA885117	2009-11-20	Beyond the Rack Enterprises Inc.
CLIQUESAVE	Abandoned 2011-12-20	1487058	2010-07-23	Beyond the Rack Enterprises Inc.
Beyond the Rack	Registered 2013-11-19	1546128 TMA865511	2011-10-03	Beyond the Rack Enterprises Inc.
ALEXIS HARRISON	Allowed 2014-09-05	1572968	2012-04-12	Beyond the Rack Enterprises Inc.
SAMANTHA MADISON	Abandoned 2013-06-26	1572969	2012-04-12	Beyond the Rack Enterprises Inc.
SERGIO BARI	Abandoned 2013-06-26	1572974	2012-04-12	Beyond the Rack Enterprises Inc.
Palazzo Portofino	Examined 2012-09-13	1572975	2012-04-12	Beyond the Rack Enterprises Inc.

Trade-mark	Status	Number	Filing Date	Owner
Maison Grande Luxe	Registered 2014-10-07	1572976 TMA887540	2012-04-12	Beyond the Rack Enterprises Inc.
SAMPLE ROW	Abandoned 2013-08-21	1587236	2012-07-23	Beyond the Rack Enterprises Inc.
MY CURVY CLOSET	Registered 2013-11-20	1596601 TMA865523	2012-10-02	Beyond the Rack Enterprises Inc.
 ("BTR Logo")	Examined 2014-04-01	1635521	2013-07-17	Beyond the Rack Enterprises Inc.
ROWNINE	Registered 2013-07-31	1469044 TMA856627	Filing Date 2010-02-10	Beyond the Rack Enterprises Inc.
 ("SOFIANE (Stylized)")	Examined 2013-05-02	1600264	2012-10-30	Beyond the Rack Enterprises Inc.
WINNINGTON	Examined 2013-05-07	1600257	2012-10-30	Beyond the Rack Enterprises Inc.


Trade-mark	Status	Number	Filing Date	Owner
BTR DIRECT	Examined 2014-06-02	1666870	2014-03-07	Beyond the Rack Enterprises Inc.

II. United States

Trade-mark	Status	Number	Filing Date	Class: Goods/Services	Owner
BEYOND THE RACK	Registered	76/702,565 4,373,958	2010-04-16	<u>Class 35</u> : Online retail services, namely, the bringing together of a variety of brand-named goods, namely, women's, men's and boys' luxury and fashion clothing, apparel, footwear, headwear, accessories, jewelry, cosmetics, personal care products, domestic accessories, home appliances, electronics and related goods sold at discount prices, for a series of limited time sales of such brand-named goods generally lasting 48 hours or less.	Beyond the Rack Enterprises Inc. following an assignment from 7525419 Canada Inc. dated as of October 9, 2012

MY CURVY CLOSET	Registered 2014-04-08	85/851,377 4,509,247	2013-02-15	<p><u>Class 35</u>: Online retail store services featuring clothing, footwear and fashion accessories; online retail store services featuring plus size clothing, footwear and fashion accessories.</p> <p><u>Class 45</u>: Providing information to others in the field of fashion via a website.</p>	Beyond the Rack Enterprises Inc.
ROWNINE	Registered	86/079,848 4,529,373	2013-10-01	<p><u>Class 35</u>: Online retail store services in the field of watches, jewelry and accessories, namely, pens, cufflinks, handbags, sunglasses, leather goods, luggage, scarves, and belts.</p>	Beyond the Rack Enterprises Inc.
SOFIANE (“SOFIANE (Stylized Form)”)	An Office action suspending further action on the application has been sent (issued) to the applicant. 2013- 07- 03	85/783,322	2012-11-19	<p><u>Class 14</u>: jewelry organizer cases</p> <p><u>Class 18</u>: luggage</p> <p><u>Class 20</u>: home organization goods, namely, closet organization systems made of wood, closet organization systems made of metal, closet organization systems made of fabric, storage boxes made of plastic, storage boxes made of</p>	Beyond the Rack Enterprises Inc.

				<p>fabric, shoe racks, hangers for clothes</p> <p><u>Class 24:</u> linens, namely, bed linens, bedding, sheets, sheet sets, and towels; duvets; pillows; comforters and comforter sets</p> <p><u>Class 25:</u> ladies apparel, namely, shirts, dresses, skirts, jackets, outerwear, coats, shorts and pants, intimate apparel, footwear; men's apparel, namely, shirts, jackets, coats, outerwear, shorts and pants, footwear</p>	
WINNINGTON	<p>An Office action suspending further action on the application has been sent (issued) to the applicant.</p> <p>2013-07-03</p>	85/783,315	2012-11-19	<p><u>Class 14:</u> jewelry organizer cases</p> <p><u>Class 18:</u> luggage</p> <p><u>Class 20:</u> home organization goods, namely, closet organization systems made of wood, closet organization systems made of metal, closet organization systems made of fabric, storage boxes made of plastic, storage boxes made of fabric, shoe racks, hangers for clothes</p> <p><u>Class 24:</u> linens,</p>	Beyond the Rack Enterprises Inc.

				<p>namely, bed linens, bedding, sheets, sheet sets, and towels; duvets; pillows; comforters and comforter sets</p> <p><u>Class 25</u>: ladies apparel, namely, shirts, dresses, skirts, jackets, outerwear, coats, shorts and pants, intimate apparel, footwear; men's apparel, namely, shirts, jackets, coats, outerwear, shorts and pants, footwear</p>	
 ("BTR Logo")	<p>An Office action suspending further action on the application has been sent (issued) to the applicant.</p> <p>2014-01-21</p>	86/100,666	2013-10-24	<p><u>Class 35</u>: online retail services, namely the bringing together of a variety of brand-named goods, namely women's, men's and boys' luxury and fashion clothing, apparel, footwear, headwear, accessories, jewellery, cosmetics, personal care products, domestic accessories, home appliances, electronics and related goods sold at discount prices, enabling customers to conveniently view and purchase those goods from a general merchandise Internet website; retail services, namely the bringing together of a variety of brand-named goods, namely</p>	

				women's, men's and boys' luxury and fashion clothing, apparel, footwear, headwear, accessories, jewellery, cosmetics, personal care products, domestic accessories, home appliances, electronics and related goods sold at discount prices, enabling customers to conveniently view and purchase those goods; online retail services featuring general consumer merchandise, namely, clothing, apparel, footwear, headwear, accessories, jewelry, cosmetics, personal care products, domestic accessories, home appliances, electronics, bath and body products, bath accessories, bath towels, cookware, kitchen utensils, dinnerware, housewares, furniture, bedding, art, luggage, rugs.	
BTR DIRECT	A non-final Office action has been sent (issued) to the applicant. 2014-07-08	86/236,534	2014-03-30	<u>Class 39</u> : Delivery services, namely, shipping and delivery of general consumer goods; online shopping services	Beyond the Rack Enterprises Inc.

EXHIBIT D

Mask Works

None.

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