

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM322443

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BONOBOS, INC.		11/05/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SILICON VALLEY BANK		
<b>Street Address:</b>	275 GROVE STREET, SUITE 2-200		
<b>City:</b>	NEWTON		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02466		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3559959	BONOBOS	
<b>Serial Number:</b>	86247495	AYR	
<b>Serial Number:</b>	85946802	AYR	
<b>Serial Number:</b>	85001375	BONOBOS	
<b>Serial Number:</b>	85746775	MAIDE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	202-370-4750		
<b>Email:</b>	ipteam@nationalcorp.com		
<b>Correspondent Name:</b>	Darlena Bari Stark		
<b>Address Line 1:</b>	1025 Vermont Ave NW, Suite 1130		
<b>Address Line 2:</b>	National Corporate Research, Ltd.		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	F152527		
<b>NAME OF SUBMITTER:</b>	ANDREW NASH		
<b>SIGNATURE:</b>	/ANDREW NASH/		
<b>DATE SIGNED:</b>	11/06/2014		
<b>Total Attachments: 15</b>			

OP \$140.00 3559959

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of November 5, 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 BONOBO, INC., a Delaware corporation with its principal place of business located at 45 West 25<sup>th</sup> Street, 5<sup>th</sup> Floor, New York, New York 10010 ("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 between Grantor and Bank dated as of May 13, 2011, between Grantor and Bank, as amended by a certain First Loan Modification Agreement dated as of June 8, 2012, between Grantor and Bank, as amended by a certain Second Loan Modification Agreement dated as of June 13, 2013, between Grantor and Bank, as amended by a certain Third Loan Modification Agreement dated as of November 20, 2013, between Grantor and Bank, and as further amended by a certain Fourth Loan Modification Agreement dated as of the date hereof (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). 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, 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.

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. 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 State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signature page follows.]

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.

GRANTOR:

BONOBOS, INC.

By: 

Name: Chris Travers

Title: Secretary

BANK:

SILICON VALLEY BANK

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

Name: \_\_\_\_\_

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.

GRANTOR:

BONOBOS, INC.

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

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

BANK:

SILICON VALLEY BANK

By: Micki Port

Title: Vice President

EXHIBIT A

Copyrights

None.



EXHIBIT B

Patents

None.

EXHIBIT C

Trademarks

[See attached]

**Bonobos, Inc. - Trademark Status Report (by Mark)**

Trademark	Country	Class	App. Date	App. No.	Reg. Date	Reg. No.	Status	Sub Status
AYR	Australia	25	Nov 26 2013	1186989	Nov 26 2013	1186989	Registered	Granted
AYR	Australia	35	May 19 2014	1217186			Pending	
AYR	Cambodia	25	Feb 27 2014	56363			Pending	Filed
AYR	Canada	25	Nov 26 2013	1653721			Pending	Action Issued
AYR	Canada	35	May 20 2014	1677697			Pending	Action Issued
AYR	China (PRC)	35	May 19 2014	1217186			Pending	
AYR	China (PRC)	25	Nov 26 2013	1186989			Pending	
AYR	Colombia	25	Nov 26 2013	1186989			Pending	Response Filed
AYR	CTM	18, 25, 35	Nov 27 2013	12348967	Jun 18 2014	12348967	Registered	
AYR	Egypt	25	Feb 20 2014	1186989			Pending	
AYR	Hong Kong	25	Feb 21 2014	302903274	Feb 21 2014	302903274	Registered	
AYR	Hong Kong	35	May 20 2014	303002354			Pending	Response Filed
AYR	India	25	Nov 26 2013	1186989			Pending	
AYR	Indonesia	25	Mar 3 2014	D002014009054			Pending	Filed
AYR	International Register	25	Nov 26 2013	1186989	Nov 26 2013	1186989	Registered	
AYR	International	35	May 19 2014	1217186	May 19 2014	1217186	Registered	Awaiting

Register						Certificate	
AYR	Japan	35	May 19 2014	1217186		Pending	
AYR	Japan	25	Nov 26 2013	1186989		Pending	Provisional Refusal
AYR	Korea (South)	25	Nov 26 2013	1186989	Nov 26 2013	1186989	Registered Granted
AYR	Madagascar	25	Feb 20 2014	1186989		Pending	
AYR	Malaysia	25	Nov 26 2013	2013062733		Pending	Approved for Publication
AYR	Mauritius	25	Feb 21 2014	MU/M/2014 /018318		Pending	Filed
AYR	Mexico	25	Nov 26 2013	1186989		Pending	Provisional Refusal
AYR	Mexico	35	May 19 2014	1217186		Pending	
AYR	Peru	25	Nov 27 2013	556130	Apr 25 2014	210222	Registered
AYR	Singapore	35	May 19 2014	1217186		Pending	
AYR	Singapore	25	Feb 20 2014	1186989		Pending	
AYR	Sri Lanka	25	Feb 28 2014	187051		Pending	Filed
AYR	Thailand	25	Nov 29 2013	919232		Pending	Response Filed
AYR	Turkey	25	Feb 20 2014	1186989		Pending	Preliminary Approval
AYR	Turkey	35	May 19 2014	1217186		Pending	

AYR	United States of America	35	Apr 9 2014	86/247,495			Pending	Response Filed
AYR	United States of America	25	May 30 2013	85/946,802			Pending	Allowed
AYR	Vietnam	25	Feb 20 2014	1186989			Pending	
BNBS	Mauritius	25, 35	Dec 9 2013	MU/M/2013 /018010			Pending	Filed
BONOBOS	Australia	25, 35, 42	Sep 24 2010	1385396	Sep 24 2010	1385396	Registered	
BONOBOS	Brazil	25	Apr 17 2013	840488122			Pending	Opposed
BONOBOS	Brazil	35	Apr 17 2013	840488165			Pending	Opposed
BONOBOS	Cambodia	25	Mar 14 2014	56651			Pending	Filed
BONOBOS	Cambodia	35	Mar 14 2014	56652			Pending	Filed
BONOBOS	Canada	18, 25, 35	Sep 29 2010	1497864			Pending	Allowed
BONOBOS	China (PRC)	35	Sep 29 2010	8711243			Pending	Opposed
BONOBOS	CTM	18, 25, 35	Sep 24 2010	9399601			Pending	Opposed
BONOBOS	Egypt	35	Mar 27 2014	300297			Pending	Filed
BONOBOS	Egypt	25	Mar 27 2014	300296			Pending	Filed
BONOBOS	Hong Kong	25, 35	Apr 18 2013	302582361			Pending	Response Filed
BONOBOS	India	25	Apr 18 2013	2516252			Pending	Awaiting Examination
BONOBOS	India	35	Apr 18 2013	2516253			Pending	Awaiting

								Examination
BONOBOS	Japan	25, 35	Apr 22 2013	2013-030101	Jan 17 2014	5643699	Pending	Opposed
BONOBOS	Korea (South)	25, 35	Sep 11 2014	45-2014-0007168			Pending	
BONOBOS	Korea (South)	25, 35	Apr 18 2013	45-2013-0002183			Pending	Rejected
BONOBOS	Madagascar	25, 35	Apr 24 2014	2014/0328			Pending	Filed
BONOBOS	Mauritius	25, 35	Apr 7 2014	MU/M/2014 /018557			Pending	Response Filed
BONOBOS	Mexico	25	Mar 14 2012	1257830	Aug 3 2012	1302000	Registered	
BONOBOS	Mexico	35	Mar 23 2012	1260478	Aug 16 2012	1304330	Registered	
BONOBOS	New Zealand	35	Apr 17 2013	975761	Apr 17 2013	975761	Registered	
BONOBOS	New Zealand	25	Apr 15 2013	975634	Apr 15 2013	975634	Registered	
BONOBOS	Peru	25	Nov 28 2013	556331	Apr 14 2014	209829	Registered	
BONOBOS	Peru	35	Feb 27 2014	565913	Jul 8 2014	82667	Registered	
BONOBOS	Russian Federation	25, 35	Apr 17 2013	2013712898			Pending	Action Issued
BONOBOS	Singapore	25, 35	Apr 18 2013	T1306155E			Pending	Response Filed
BONOBOS	South Africa	25	Mar 20 2014	2014/07492			Pending	Filed
BONOBOS	South Africa	35	Mar 20 2014	2014/07493			Pending	Filed
BONOBOS	Sri Lanka	35	Mar 17 2014	187456			Pending	Filed
BONOBOS	Sri Lanka	25	Mar 17 2014	187455			Pending	Filed

BONOBOS	Turkey	25, 35	Apr 24 2014	201433607			Pending	Filed
BONOBOS	Turkey	25, 35	Apr 26 2013	201338687			Pending	Rejected
BONOBOS	United States of America	25	Jan 16 2008	77/372,978	Jan 13 2009	3559959	Registered	Sec 8 & 15 Accepted
BONOBOS	United States of America	3, 9, 14, 16, 18, 24, 25, 28, 35	Mar 29 2010	85/001,375			Pending	Allowed
BONOBOS (Stylized)	Japan	25, 35	Sep 24 2014	2014-080683			Pending	
MAIDE	Japan	25	Apr 15 2013	2013027841	Sep 13 2013	5615065	Registered	
MAIDE	United States of America	25	Oct 5 2012	85/746,775			Pending	Suspended

TM Administrator 72 records - END OF REPORT

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EXHIBIT D

Mask Works

None.



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