

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM322527

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<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:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Venture Lending & Leasing VII, Inc.		
<b>Street Address:</b>	104 La Mesa Drive, Suite 102		
<b>City:</b>	Portola Valley		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94028		
<b>Entity Type:</b>	CORPORATION: MARYLAND		
<b>PROPERTY NUMBERS Total: 4</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>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4157774961		
<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>	415 981 1400		
<b>Email:</b>	gkiviat@grmslaw.com		
<b>Correspondent Name:</b>	Jeffrey T. Klugman		
<b>Address Line 1:</b>	Four Embarcadero Center, Suite 4000		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94111		
<b>ATTORNEY DOCKET NUMBER:</b>	48046/3017 T		
<b>NAME OF SUBMITTER:</b>	Jeffrey T. Klugman		
<b>SIGNATURE:</b>	/Jeffrey T. Klugman/		
<b>DATE SIGNED:</b>	11/07/2014		
<b>Total Attachments: 13</b>			
source=Bonobos, Inc. - 7-3017#page1.tif			
source=Bonobos, Inc. - 7-3017#page2.tif			

OP \$115.00 3559959

source=Bonobos, Inc. - 7-3017#page3.tif  
source=Bonobos, Inc. - 7-3017#page4.tif  
source=Bonobos, Inc. - 7-3017#page5.tif  
source=Bonobos, Inc. - 7-3017#page6.tif  
source=Bonobos, Inc. - 7-3017#page7.tif  
source=Bonobos, Inc. - 7-3017#page8.tif  
source=Bonobos, Inc. - 7-3017#page9.tif  
source=Bonobos, Inc. - 7-3017#page10.tif  
source=Bonobos, Inc. - 7-3017#page11.tif  
source=Bonobos, Inc. - 7-3017#page12.tif  
source=Bonobos, Inc. - 7-3017#page13.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is made as of November 5, 2014, by and between BONOBOBOS, INC., a Delaware corporation ("Grantor"), and VENTURE LENDING & LEASING VII, INC., a Maryland corporation, in its capacity as agent for itself and Silicon Valley Bank under the Loan Agreement (hereinafter defined) ("Secured Party").

### RECITALS

A. Pursuant to that certain Loan and Security Agreement and Supplement of even date herewith (together, the "Loan Agreement") among Grantor, as borrower, and Secured Party, as agent for itself and Silicon Valley Bank as lenders ("Lenders"), Lenders have 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 the Loan Agreement. All capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Agreement.

B. Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lenders and Secured Party for the benefit of Lenders a security interest in substantially all of Grantor's personal property whether presently existing or hereafter acquired. To that end, Grantor has executed in favor of Lenders the Loan Agreement granting a security interest in all Collateral, and is executing this Agreement with respect to certain items of Intellectual Property, in particular.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

I. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantor's present or future Obligations, Grantor hereby grants to Secured Party a security interest and mortgage to Secured Party, as security, in and to Grantor's entire right, title and interest in, to and under the following Intellectual Property, now owned or hereafter acquired by Grantor or in which Grantor now holds or hereafter acquires any interest (all of which shall collectively be called the "Collateral" for purposes of this Agreement):

(a) Any and all copyrights, whether registered or unregistered, held pursuant to the laws of the United States, any State thereof or of any other country; all registrations, applications and recordings in the United States Copyright Office or in any similar office or agency of the United States, and State thereof or any other country; all continuations, renewals, or extensions thereof; and any registrations to be issued under any pending applications, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) All letters patent of, or rights corresponding thereto, in the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of, or rights corresponding thereto, in the United States or any other country, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country; all reissues, continuations, continuations-in-part or extensions thereof; all petty patents, divisionals, and patents of addition; and all patents to be issued under any such applications, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(c) All trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations

and recordings thereof, and any applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, and reissues, extensions or renewals thereof, 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");

(d) Any and all claims for damages by way of past, present and future infringement 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;

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

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

(g) 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 term "Collateral" shall not include: (a) "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, but only to the extent the granting of a security interest in such "intent to use" trademarks would be contrary to applicable law or (b) any contract, instrument or chattel paper in which Grantor has any right, title or interest if and to the extent such contract, instrument or chattel paper includes a provision containing a restriction on assignment such that the creation of a security interest in the right, title or interest of Grantor therein would be prohibited and would, in and of itself, cause or result in a default thereunder enabling another person party to such contract, instrument or chattel paper to enforce any remedy with respect thereto; provided, however, that the foregoing exclusion shall not apply if (i) such prohibition has been waived or such other person has otherwise consented to the creation hereunder of a security interest in such contract, instrument or chattel paper, or (ii) such prohibition would be rendered ineffective pursuant to Sections 9-407(a) or 9-408(a) of the UCC, as applicable and as then in effect in any relevant jurisdiction, or any other applicable law (including the Bankruptcy Code or principles of equity); provided further that immediately upon the ineffectiveness, lapse or termination of any such provision, the term "Collateral" shall include, and Grantor shall be deemed to have granted a security interest in, all its rights, title and interests in and to such contract, instrument or chattel paper as if such provision had never been in effect; and provided further that the foregoing exclusion shall in no way be construed so as to limit, impair or otherwise affect Secured Party's unconditional continuing security interest in and to all rights, title and interests of Grantor in or to any payment obligations or other rights to receive monies due or to become due under any such contract, instrument or chattel paper and in any such monies and other proceeds of such contract, instrument or chattel paper.

2. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor has rights (as defined in the UCC) in the Collateral, except for Permitted Liens;

(b) During the term of this Agreement, Grantor will not transfer or otherwise encumber any interest in the Collateral, except for Permitted Liens and except for transfers otherwise permitted under the Loan Agreement;

(c) To its knowledge, each of the Patents is valid and enforceable, and no part of the Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Collateral violates the rights of any third party;

(d) Grantor shall deliver to Secured Party within thirty (30) days of the last day of each fiscal quarter in which there is a change or update to the reported contents from the previous fiscal quarter, a report signed by Grantor, in form reasonably acceptable to Secured Party, listing any applications or registrations that Grantor has made or filed in respect of any patents, copyrights or trademarks and the status of any outstanding applications or registrations. Grantor shall promptly advise Secured Party of any material change in the composition of the Collateral, including but not limited to any subsequent ownership right of the Grantor in or to any Trademark, Patent or Copyright not specified in this Agreement;

(e) With respect to Trademarks, Patents and Copyrights constituting Collateral that Grantor's management determines in its sole but reasonable commercial judgment are material to Grantor's business, Grantor shall use reasonable commercial efforts to (i) protect, defend and maintain the validity and enforceability of such Trademarks, Patents and Copyrights, (ii) detect infringements of such Trademarks, Patents and Copyrights and promptly advise Secured Party in writing of material infringements detected, and (iii) not allow any such Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public without the written consent of Secured Party, which consent shall not be unreasonably withheld;

(f) Grantor shall apply for registration (to the extent not already registered) with the United States Patent and Trademark Office or the United States Copyright Office, as applicable: (i) those intellectual property rights listed on Exhibits A, B and C hereto within thirty (30) days of the date of this Agreement; and (ii) within a reasonable period of time after the acquisition of any such intellectual property rights those additional intellectual property rights developed or acquired by Grantor from time to time in connection with any product or service (including without limitation revisions or additions to the intellectual property rights listed on such Exhibits A, B and C), except, in each case, with respect to such rights that Grantor determines in its sole but reasonable commercial judgment need not be registered to protect its own business interests. Grantor shall, from time to time, execute and file such other instruments, and take such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral. Grantor shall give Secured Party notice of all such applications or registrations; and

(g) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Secured Party's prior written consent, which consent shall not be unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interests in any property included within the definition of the Collateral acquired under such contracts.

### 3. Further Assurances: Attorney in Fact.

(a) On a continuing basis, Grantor will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as reasonably requested by Secured Party, to perfect Secured Party's security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Secured Party the grant or perfection of a security interest in all Collateral.

(b) Grantor hereby irrevocably appoints Secured Party as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in Secured Party's

discretion, to take any action and to execute any instrument which Secured Party may reasonably deem necessary or advisable solely (i) to modify Exhibits A, B and C, hereof, as appropriate, of this Agreement without first obtaining Grantor's approval of or signature to such modification to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor no longer has or claims any right, title or interest, (ii) to file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Grantor where permitted by law, and (iii) only after the occurrence and during the continuance of an Event of Default, to transfer the Collateral into the name of Secured Party or a third party to the extent permitted under the California Uniform Commercial Code.

4. Events of Default. The occurrence of any of the following shall constitute an Event of Default under this Agreement:

(a) An Event of Default under the Loan Agreement; or

(b) Grantor breaches any warranty or agreement made by Grantor in this Agreement and, as to any breach that is capable of cure, Grantor fails to cure such breach within thirty (30) days of the sooner to occur of Grantor's receipt of notice of such breach from Secured Party or the date on which such breach first becomes known to Grantor.

5. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto, except for amendments to Exhibits A, B, and C as permitted under Section 3 hereof to be made by Secured Party alone.

6. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

*Remainder of this page intentionally left blank; signature page follows*

[Signature page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

GRANTOR:

Address of Grantor:

BONOBOS, INC.

By:



Name: Chris Travers

Its: Secretary

Attn:

SECURED PARTY:

Address of Secured Party:

VENTURE LENDING & LEASING VII, INC., as Agent

104 La Mesa Drive, Suite 102  
Portola Valley, CA 94028  
Attn: Chief Financial Officer

By:

Name:

Its:

*[Signature page to Intellectual Property Security Agreement]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

GRANTOR:

Address of Grantor:

BONOBOS, INC.

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

\_\_\_\_\_

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

Attn: \_\_\_\_\_

Its: \_\_\_\_\_

SECURED PARTY:

Address of Secured Party:

VENTURE LENDING & LEASING VII, INC., as  
Agent

104 La Mesa Drive, Suite 102  
Portola Valley, CA 94028  
Attn: Chief Financial Officer

\_\_\_\_\_

Name: David Wanek

Its: Vice President



EXHIBIT A

Copyrights

None.

48046/3017  
JTK/458495.2

**TRADEMARK**  
**REEL: 005396 FRAME: 0554**

EXHIBIT B

Patents

None.

48046/3017  
JTK/458495.2

**TRADEMARK**  
**REEL: 005396 FRAME: 0555**

EXHIBIT C

Trademarks

See attached.

48046/3017  
JTK/458495.2

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

Trademark	Country	Class	App. Date	App. No.	Reg. Date	Reg. No.	Status	Sub Status
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	1,677,697			Pending	Action Issued
AYR	CTM	18, 25, 35	Nov 27 2013	12348967	Jun 18 2014	12348967	Registered	
AYR	Hong Kong	25	Feb 21 2014	302903274	Feb 21 2014	302903274	Registered	Awaiting Certificate
AYR	Hong Kong	35	May 20 2014	303002354			Pending	Action Issued
AYR	Indonesia	25	Mar 3 2014	D002014009054			Pending	Filed
AYR	International Register	25	Nov 26 2013	1186989	Nov 26 2013	1186989	Registered	
AYR	International Register	35					Pending	Response Filed
AYR	Malaysia	25	Nov 26 2013	2013062733			Pending	Approved for Publication
AYR	Mauritius	25	Feb 21 2014	MU/M/2014/018318			Pending	Filed
AYR	Peru	25	Nov 27 2013	556130	Apr 25 2014	210222	Registered	
AYR	Sri Lanka	25	Feb 28 2014	187051			Pending	Filed
AYR	Thailand	25	Nov 29 2013	919232			Pending	Response Filed

AYR	United States of America	35	Apr 9 2014	86/247,495		Pending	Response Filed
AYR	United States of America	25	May 30 2013	65/946,802		Pending	Allowed
BNBS	Mauritius	25, 35	Dec 9 2013	MUM/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	6711243		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

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

BONOBOS	Turkey	25, 35	Apr 26 2013	201338687		Pending	Rejected
BONOBOS	Turkey	25, 35	Apr 24 2014	201433607		Pending	Filed
BONOBOS	United States of America	25	Jan 16 2008	77372,978	Jan 13 2009	Registered	Sec 8 & 15 Accepted
BONOBOS	United States of America	3, 9, 14, 16, 18, 24, 25, 28, 35	Mar 29 2010	85001,375		Pending	Allowed
MAIDE	Japan	25	Apr 15 2013	2013027841	Sep 13 2013	Registered	
MAIDE	United States of America	25	Oct 5 2012	85746,775		Pending	Suspended

TM Administrator 53 records - END OF REPORT

IPFC WebTMS: printed Sep 12 2014 13:18