

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM346791

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SIMPLYSHE, INC.		06/30/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	EAST WEST BANK		
Street Address:	19540 Jamboree Road, Suite 150		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92612		
Entity Type:	Commercial Bank: CALIFORNIA		
PROPERTY NUMBERS Total: 24			
Property Type	Number	Word Mark	
Registration Number:	4717177	WAG & BONE	
Registration Number:	4638029	LIFE'S FURTASTIC	
Registration Number:	4638024	SMALL FURRIES	
Registration Number:	4188184	RUFF LUX	
Registration Number:	4035963	SIMPLY WAG	
Registration Number:	4008449	SMOOCHIE POOCH	
Registration Number:	3524259	LULU PINK	
Registration Number:	3607513	SIMPLYDOG	
Registration Number:	4214398	SIMPLYSHE	
Registration Number:	4080681	WAGBY	
Registration Number:	3990928	WAG-A-TUDE	
Registration Number:	3935714	PUP CREW	
Registration Number:	3905767	WAG-A-TUDE	
Registration Number:	3797558	DOG 101	
Registration Number:	3773495	SIMPLYCAT	
Registration Number:	3765416	WAG & BONE	
Registration Number:	3886936	LULU PINK	
Registration Number:	4159493	GLAMOUR TO THE BONE	
Registration Number:	3645897	PARTYDOG	

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Property Type	Number	Word Mark
Registration Number:	4084191	HANDSOME PETE
Registration Number:	4517924	SIMPLYSHE
Registration Number:	3678381	CUFFIES
Registration Number:	4045703	SIMPLYDOG
Registration Number:	3761547	SIMPLYDOG

CORRESPONDENCE DATA

Fax Number: 2134432926
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.
Phone: 213-617-5493
Email: jcravitz@sheppardmullin.com
Correspondent Name: Sheppard, Mullin, Richter & Hampton LLP
Address Line 1: 333 S. Hope St., 43rd Floor
Address Line 2: Attn: J. Cravitz
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	0XNK-214320
NAME OF SUBMITTER:	Julie Cravitz
SIGNATURE:	/julie cravitz/
DATE SIGNED:	07/02/2015

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 30th day of June, 2015, by and between Grantor listed on the signature page hereof (Grantor"), and EAST WEST BANK, a California banking corporation ("Bank").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among SimplyShe, Inc., a Delaware corporation ("Borrower"), and Bank, Bank agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Bank is willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Bank that certain Security Agreement, dated as of even date with the Credit Agreement (including all annexed, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to executed and deliver to Bank this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby unconditionally grants, assigns, and pledges to Bank to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks to which it is a party including those referred to on Schedule I;
- (b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (c) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement or dilution of any Trademark.

3. **SECURITY FOR SECURED OBLIGATIONS.** This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor to Bank.

4. **SECURITY AGREEMENT.** The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Bank pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Bank with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT.** If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Bank with respect to any such new registered trademarks. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Bank unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Bank's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

6. **COUNTERPARTS.** This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR

SIMPLYSHE, INC.
a Delaware corporation

By: 


Name: Stephen Hsu

Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

BANK

EAST WEST BANK,
a California banking corporation

By: 
Name: Jennifer Seto
Title: First Vice President

SCHEDULE I

Trademark Registrations/Applications

Description	Registration Number	Registration Date
WAG & BONE	4717177	April 7, 2015
LIFE'S FURTASTIC	4638029	November 11, 2014
SMALL FURRIES	4638024	November 11, 2014
RUFF LUX	4188184	August 7, 2012
SIMPLY WAG	4035963	October 4, 2011
SMOOCHIE POOCH	4008449	August 9, 2011
LULU PINK	3524259	October 28, 2008
SIMPLYDOG	3607513	April 14, 2009
SIMPLYSHE	4214398	September 25, 2012
WAGBY	4080681	January 3, 2012
WAG-A-TUDE	3990928	July 5, 2011
PUP CREW	3935714	March 22, 2011
WAG-A-TUDE	3905767	January 11, 2011
DOG 101	3797558	June 1, 2010
SIMPLYCAT	3773495	April 6, 2010
WAG & BONE	3765416	March 23, 2010
LULU PINK	3886936	December 7, 2010
GLAMOUR TO THE BONE	4159493	June 19, 2012
PARTYDOG	3645897	June 30, 2009
HANDSOME PETE	4084191	January 10, 2012
SIMPLYSHE	4517924	April 22, 2014
CUFFIES	3678381	September 8, 2009
SIMPLYDOG	4045703	October 25, 2011
SIMPLYDOG	3761547	March 16, 2010
SIMPLYDOG (China)	9030783	August 7, 2012
SIMPLYDOG (China)	9030784	August 7, 2012

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RECORDED: 07/02/2015

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