

FORM PTO-1594
COMMERCE
(Rev. 07/05)
OMB No. 0651-0027 (exp. 06/30/2008)

RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF
United States Patent and Trademark Office

TRADEMARKS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):
ModCloth Inc
115 Sansome Street
9th Floor
San Francisco, CA 94104
Attn: Antonio Nieves

Individual(s) Association
 General Partnership Limited Partnership
 Corporation- DE
 Other

Additional name(s) of conveying parties attached? Yes No

2. Name and address of receiving party(ies):
Additional name(s) of conveying parties attached? Yes No
Name: Silicon Valley Bank
Internal Address
Street Address: 3003 Tasman Drive
City: Santa Clara
State: CA
Country: USA
Zip: 95054

3. Nature of conveyance/ Execution Date(s):
Execution Date(s): June 11th 2015
 Assignment Merger
 Security Agreement Change of Name
 Other :


Association Citizenship
 General Partnership Citizenship
 Limited Partnership Citizenship
 Corporation Citizenship : USA State: CA
 Other Citizenship
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and Identification or description of the Trademark:
A. Trademark Application No.(s)
85894091 86087316
85981100 86178690
86074468
B. Trademark Registration No.(s)

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
Additional sheets attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: UCC Direct Services
Internal Address: Attn: 14080632
Street Address: 187 Wolf Road, Suite 101
City: Albany State: NY ZIP: 12205
Phone Number: 1-800-342-3676 X 4065
Fax Number: 1-800-962-7049
Email Address: cls-udsalbany@wotterskluwert.com

6. Total number of applications and registrations involved: 5
7. Total fee (37 CFR 2.6 (b)(6) & 3.41): \$ 140.00
 Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed
8. Payment Information:
a. Credit Card Last 4 Numbers 0974
Expiration Date 6/17
b. Deposit Account Number
Authorized User Name

9. Signature  6/17/15
Signature Date
Joseph D. Bergman
Name of Person Signing
Total number of pages including cover sheet, attachments, and document:

OP \$140.00 85894091

TRADEMARK

**Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop
Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450**

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the June 11, 2015 by and between SILICON VALLEY BANK ("Bank") and MODCLOTH, INC. ("Grantor").

RECITALS

A. Bank has made certain advances of money and extended certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement by and between Bank and Grantor dated as of the Amended and Restated Effective Date (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). Under the Loan Agreement Grantor shall grant to Bank a security interest in its Intellectual Property to secure the obligations of Grantor under the Loan Agreement.

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. (This Intellectual Property Security Agreement is in addition to the Intellectual Property Security Agreement dated June 21, 2013 between Grantor and Bank.)

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, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations 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 (including without limitation those Copyrights, Patents, Trademarks and mask works listed on Schedules A, B, C, and D 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.

Notwithstanding anything the contrary in this Intellectual Property Security Agreement, the Collateral shall not include any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Collateral.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank 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 Bank as a matter of law or equity. Each right, power and remedy of Bank 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 Bank 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 Bank, of any or all other rights, powers or remedies.

TRADEMARK

REEL: 005569 FRAME: 0822

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.

Address of Grantor:

115 Sansome Street, 9th Floor
San Francisco, CA 94104
Attn: Antonio Nieves

GRANTOR:

MODCLOTH, INC.

By: 

Antonio Nieves

Title: Chief Financial Officer

Address of Bank:

555 Mission Street, Suite 800
San Francisco, California 94105
Attn: Justin Mauch

BANK:

SILICON VALLEY BANK

By: _____

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:

Address of Grantor:

MODCLOTH, INC.

115 Sansome Street, 9th Floor
San Francisco, CA 94104
Attn: _____

By: _____

Title: _____

BANK:

Address of Bank:

SILICON VALLEY BANK

555 Mission Street, Suite 900
San Francisco, California 94105
Attn: Justin Mauch

By:  _____

Title: Vice President

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

NONE

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

NONE

Patent Applications

NONE

EXHIBIT C

Trademarks and Trademark Applications


Trademark	Country/Name	Status Class(es)	Application Number/Date	Registration Number/Date
349	United States of America	Allowed 20 Int., 24 Int., 25 Int.	85894081 03-Apr-2013	
AUFOND	United States of America	Registered 25 Int.	85793877 04-Dec-2012	4625495 21-Oct-2014
BE THE BUYER	Int'l Reg.- Madrid Protocol	Registered 35 Int.	A0034236 21-Feb-2013	1158979 21-Feb-2013
BE THE BUYER	United Kingdom	Protected 35 Int.	A0034236 21-Feb-2013	1158979 21-Feb-2013
BE THE BUYER	United States of America	Registered 35 Int.	77839786 01-Oct-2009	3787417 11-May-2010
BE THE DESIGNER	United States of America	Allowed 35 Int.	85546391 17-Feb-2012	
BE THE STYLIST	United States of America	Registered 35 Int., 45 Int.	85711168 23-Aug-2012	4404597 17-Sep-2013
BEA & DOT BY MODCLOTH	United States of America	Registered 25 Int.	85981100 07-Feb-2013	4503304 25-Mar-2014
BREAKFAST FOR DINNER	United States of America	Allowed 25 Int.	85804438 17-Dec-2012	
FERVOUR	United States of America	Registered 25 Int.	85643491 05-Jun-2012	4506143 01-Apr-2014
GEODE	United States of America	Registered 25 Int.	85636022 24-May-2012	4329422 30-Apr-2013
GRAHAM STREET SHOE CO.	United States of America	Registered 25 Int.	85774657 08-Nov-2012	4446016 03-Dec-2013
HIGH DIVE	United States of America	Registered 25 Int.	86178690 29-Jan-2014	4724982 21-Apr-2015
LINDY HOP	United States of America	Registered 25 Int.	85821846 11-Jan-2013	4361561 02-Jul-2013
M and Design 	United States of America	Registered 35 Int.	77707525 08-Apr-2009	3766378 30-Mar-2010
MAKE THE CUT	United States of America	Registered 25 Int., 35 Int., 41 Int.	85635023 24-May-2012	4272303 08-Jan-2013
MODCLOTH	Australia	Protected 35 Int., 45 Int.	A0039565 02-Dec-2013	1189192 02-Dec-2013

EXHIBIT D



Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

NONE

Trademark	Country/Name	Status Classes	Application Number/Date	Registration Number/Date
MODCLOTH	Canada	Pending NC No Class	1657841 24-Dec-2013	
MODCLOTH	European Community	Protected 35 Int., 45 Int.	A0039585 02-Dec-2013	1189192 02-Dec-2013
MODCLOTH	Int'l Reg.- Madrid Protocol	Registered 35 Int., 45 Int.	A0039585 02-Dec-2013	1189192 02-Dec-2013
MODCLOTH	United States of America	Registered 35 Int.	77688897 12-Feb-2009	3760045 16-Mar-2010
MODCLOTH	United States of America	Registered 41 Int., 45 Int.	86074468 25-Sep-2013	4525601 06-May-2014
MODCLOTH and Design 	United States of America	Registered 35 Int.	77707645 08-Apr-2009	3766379 30-Mar-2010
MODSTYLISTS	United States of America	Registered 45 Int.	85635019 24-May-2012	4272302 08-Jan-2013
MYRTLEWOOD	United States of America	Registered 25 Int.	85804434 17-Dec-2012	4408596 24-Sep-2013
STYLISH SURPRISE and Design 	United States of America	Registered 35 Int.	86087316 09-Oct-2013	4525865 06-May-2014