

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM354677

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Just Fabulous, Inc.		08/31/2015	CORPORATION: DELAWARE
ShoeDazzle.com, Inc.		08/31/2015	CORPORATION: DELAWARE
Personal Retailing, Inc.		08/31/2015	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	White Oak Global Advisors, LLC
Street Address:	3 Embarcadero Center, Suite 550
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94111
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	4026688	BAG FABULOUS
Serial Number:	86055266	FABFORM
Registration Number:	4731957	FABLETICS
Registration Number:	4507778	FABLETICS
Registration Number:	4662161	FABLETICS
Serial Number:	86570280	FBLX
Registration Number:	4115866	JU JUSTFABULOUS
Registration Number:	4362499	JF
Registration Number:	4293503	JUST FAB
Registration Number:	4292790	JUST FAB
Registration Number:	4183738	JUST FAB
Serial Number:	86567855	LIVE YOUR PASSION
Registration Number:	4778129	PAINTFAB
Registration Number:	3939065	S SHOE FABULOUS
Registration Number:	4016502	S SHOE FABULOUS
Registration Number:	3945997	SHOE FABULOUS
Registration Number:	4026689	SHOE FABULOUS

OP \$665.00 4026688

Property Type	Number	Word Mark
Registration Number:	4506885	BEAU+ASHE
Registration Number:	4478982	IZABELLA RUE
Registration Number:	4513511	LEILA STONE
Registration Number:	4489468	PAPER FOX
Registration Number:	4475988	SCENE BY *
Registration Number:	3736740	SHOEDAZZLE
Registration Number:	4706568	SHOEDAZZLE
Registration Number:	4489330	SIGNATURE BY *
Registration Number:	4265558	FABKIDS

CORRESPONDENCE DATA

Fax Number:

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: (415) 278-9024

Email: landwebe@chapman.com

Correspondent Name: Joseph R. Landweber

Address Line 1: 595 Market Street, 26th Floor

Address Line 2: Chapman and Cutler LLP

Address Line 4: San Francisco, CALIFORNIA 94105

NAME OF SUBMITTER:	JOSEPH LANDWEBER
SIGNATURE:	/Joseph Landweber/
DATE SIGNED:	09/10/2015

Total Attachments: 15
source=3851808#page1.tif
source=3851808#page2.tif
source=3851808#page3.tif
source=3851808#page4.tif
source=3851808#page5.tif
source=3851808#page6.tif
source=3851808#page7.tif
source=3851808#page8.tif
source=3851808#page9.tif
source=3851808#page10.tif
source=3851808#page11.tif
source=3851808#page12.tif
source=3851808#page13.tif
source=3851808#page14.tif
source=3851808#page15.tif

RECORDATION FORM COVER SHEET 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):

Just Fabulous, Inc.

See Schedule A for additional names of conveying parties.

- Individual(s)
- Partnership
- Corporation- State: Delaware
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) August 31, 2015

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: White Oak Global Advisors, LLC

Street Address: 3 Embarcadero Center, Suite 550

City: San Francisco

State: California

Country: USA Zip: 94111

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other LLC Citizenship Delaware

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) _____ Text _____

B. Trademark Registration No.(s) _____

See Schedule B attached hereto.

See Schedule A attached hereto.

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Joseph Landweber

Internal Address: Chapman and Cutler LLP

Street Address: 595 Market Street, 26th Floor

City: San Francisco

State: California Zip: 94105

Phone Number: (415) 278-9024

Docket Number: _____

Email Address: landwebe@chapman.com

6. Total number of applications and registrations involved: 26

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$665.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: _____

9/10/2015
Date

Signature

Joseph Landweber

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 15

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

Schedule A
to
Trademark Recordation Form

Additional Conveying Parties:

ShoeDazzle.com, Inc., a Delaware corporation; and
Personal Retailing, Inc., a Delaware corporation.

Schedule B
to
Trademark Recordation Form

Current Owner	Mark	Country	Application No.	Registration No.	Registration Date
Just Fabulous, Inc.	BAG FABULOUS	USA	77891039	4026688	Sep 13, 2011
Just Fabulous, Inc.	FABFORM	USA	86055266		
Just Fabulous, Inc.	FABLETICS	USA	85805165	4731957	May 5, 2015
Just Fabulous, Inc.	FABLETICS	USA	85899473	4507778	Apr 1, 2014
Just Fabulous, Inc.	FABLETICS & Design	USA	86144462	4662161	Dec 30, 2014
Just Fabulous, Inc.	FBLX	USA	86570280		
Just Fabulous, Inc.	J JUSTFABULOUS & Design	USA	85176018	4115866	Mar 20, 2012
Just Fabulous, Inc.	JF & Design	USA	85979313	4362499	Jul 2, 2013
Just Fabulous, Inc.	JUST FAB	USA	85976525	4293503	Feb 19, 2013
Just Fabulous, Inc.	JUST FAB	USA	85176016	4292790	Feb 19, 2013
Just Fabulous, Inc.	JUST FAB	USA	85039190	4183738	Jul 31, 2012
Just Fabulous, Inc.	LIVE YOUR PASSION	USA	86567855		
Just Fabulous, Inc.	PAINTFAB	USA	86168681	4778129	Jul 21, 2015
Just Fabulous, Inc.	S SHOE FABULOUS & Design	USA	77981308	3939065	Mar 29, 2011
Just Fabulous, Inc.	S SHOE FABULOUS & Design	USA	77895105	4016502	Aug 23, 2011
Just Fabulous, Inc.	SHOE FABULOUS	USA	77981379	3945997	Apr 12, 2011
Just Fabulous, Inc.	SHOE FABULOUS	USA	77891047	4026689	Sep 13, 2011
Shoedazzle.com, Inc.	BEAU+ASHE	USA	85788357	4506885	Apr 1, 2014
Shoedazzle.com, Inc.	IZABELLA RUE	USA	85820419	4478982	Feb 4, 2014
Shoedazzle.com, Inc.	LEILA STONE	USA	85878866	4513511	Apr 15, 2014
Shoedazzle.com, Inc.	PAPER FOX	USA	85806069	4489468	Feb 25, 2014
Shoedazzle.com, Inc.	SCENE BY*	USA	85760521	4475988	Jan 28, 2014
Shoedazzle.com, Inc.	SHOEDAZZLE	USA	77757386	3736740	Jan 12, 2010
Shoedazzle.com, Inc.	SHOEDAZZLE & Design	USA	86182465	4706568	Mar 24, 2015
Shoedazzle.com, Inc.	SIGNATURE BY *	USA	86182465	4489330	Feb 25, 2014
Personal Retailing, Inc.	FABKIDS	USA	85455857	4265558	Dec 25, 2012

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, supplemented and/or otherwise modified from time to time, this “*Agreement*”), dated as of August 31, 2015, is between JUST FABULOUS, INC., a Delaware corporation (“*JustFab*”), SHOEDAZZLE.COM, INC., a Delaware corporation (“*Dazzle*”), PERSONAL RETAILING, INC., a Delaware corporation (“*Personal*” and, collectively with JustFab and Dazzle, the “*Grantors*” and each individually, the “*Grantor*”), and WHITE OAK GLOBAL ADVISORS, LLC, a Delaware limited liability company (“*Administrative Agent*”), as Administrative Agent for the benefit of the Lenders party to that certain Loan Agreement (as hereinafter defined).

R E C I T A L S

A. Grantors have entered into or are in the process of entering into that certain Loan and Security Agreement, dated as of August 31, 2015 (as amended, supplemented and/or otherwise modified from time to time, the “*Loan Agreement*”), among JustFab as Borrower, Dazzle, Personal and the other subsidiaries of JustFab from time to time party thereto as guarantors, the several entities from time to time party thereto as lenders (collectively, “*Lenders*”), and Administrative Agent, pursuant to which Lenders have agreed, subject to certain terms and conditions, to extend various financial accommodations to Grantor.

B. Pursuant to the Loan Agreement, each Grantor grants, pledges and assigns to Administrative Agent for the benefit of the Lenders a security interest in, among other assets, the Intellectual Property (as defined in the Loan Agreement) owned by such Grantor.

C. Each Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), and in order to induce Lenders to extend credit to JustFab pursuant to the Loan Agreement, each Grantor agrees, for the benefit of Administrative Agent, as follows:

Section 1. Definitions. Unless the context otherwise requires, each capitalized term used but not otherwise defined herein has the meaning ascribed thereto in the Loan Agreement.

Section 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt payment and performance when due of all of the Obligations, each Grantor hereby grants, pledges and assigns a security interest to Administrative Agent in and to, all of the following, whether now owned or hereafter acquired (collectively, the “*Trademark Collateral*”):

- (a) 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 (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the United States

3809723
3608841

Patent and Trademark Office or in any similar office or agency of the United States, any State or Territory thereof, or any other country or any political subdivision thereof, including without limitation those trademarks listed on **Schedule A** attached hereto and the goodwill associated therewith (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the “*Trademarks*”);

(b) subject to the terms of the Loan Agreement, all rights under or interest in any trademark license agreements with any other party, whether such Grantor is a licensee or licensor under any such license agreement, except to the extent where such grant, pledge or assignment is a breach or causes a modification to, or would breach or cause a modification to, with notice, passage of time or both, the terms and conditions of such license agreement (all of the foregoing are hereinafter referred to collectively as the “*Trademark Licenses*”); and

(c) all income, royalties, damages, payments and proceeds at any time due or payable to such Grantor under and with respect to any of the foregoing, including, without limitation, all of such Grantor’s rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof, subject to the terms of any license or other similar agreement, as the case may be.

Section 3. New Trademarks. If, before the Obligations shall have been paid in full, any Grantor shall obtain rights to any new Trademarks or Trademark Licenses, the provisions of **Section 2** shall automatically apply thereto. Each Grantor shall promptly update **Schedule A** attached hereto as necessary, but no more frequently than once per fiscal quarter, and each Grantor shall provide written notice to Administrative Agent of such updates on a fiscal quarterly basis. Each Grantor authorizes Administrative Agent to modify this Agreement by amending **Schedule A** attached hereto to reflect such updates.

Section 4. Administrative Agent’s Right to Sue. Each Grantor shall have the right to bring any opposition proceedings, interferences, cancellation proceedings, or lawsuits in its own name to enforce or protect the Trademarks, provided that during the continuance of an Event of Default, such Grantor shall seek the prior written consent of Administrative Agent, which will not be unreasonably withheld or delayed, in which event Administrative Agent may, if necessary, be joined or named as a nominal party to such suit if Administrative Agent shall have been satisfied that it is not thereby incurring or has been adequately indemnified against any risk of liability because of such joinder. Each Grantor hereby agrees that, notwithstanding anything to the contrary contained herein or in the Loan Documents, as between such Grantor and Administrative Agent, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with all or any of the Trademark Collateral so long as such Grantor is the owner of such Trademark Collateral. Each Grantor shall promptly, upon demand, reimburse and indemnify Administrative Agent for all damages, costs, and expenses, including attorneys’ fees, incurred by Administrative Agent in the fulfillment of the provisions of this **Section 4**.

Section 5. Loan Agreement. This Agreement has been executed and delivered by each Grantor for the purpose of registering the security interest of Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Lenders under

the Loan Agreement. The Loan Agreement (and all rights and remedies of each Lender thereunder) shall remain in full force and effect in accordance with its terms and are incorporated herein by this reference.

Section 6. Release of Security Interest. Upon the payment in full of the Obligations or otherwise in accordance with the terms of the Loan Agreement, the Trademark Collateral shall be released from the security interest granted hereby and in the Loan Agreement and all obligations of each Grantor hereunder shall terminate, all without delivery of any instrument or performance of any act by any party, and all right, title and interest in and to the Trademark Collateral shall revert to the applicable Grantor. At the request and expense of Grantors, Administrative Agent shall promptly execute and deliver to the applicable Grantor all instruments and other documents as may be reasonably necessary to release the security interest in and to the Trademark Collateral that has been granted hereunder.

Section 7. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated herein by this reference.

Section 8. Loan Document. This Agreement is a Loan Document executed pursuant to the Loan Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement.

Section 9. 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.

Section 10. GOVERNING LAW; JURISDICTION; ETC.

(a) *GOVERNING LAW.* THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF CALIFORNIA.

(b) *SUBMISSION TO JURISDICTION.* EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE NONEXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF CALIFORNIA SITTING IN THE CITY AND COUNTY OF SAN FRANCISCO AND OF THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT TO WHICH EACH IS A PARTY, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH STATE COURTS OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, IN SUCH FEDERAL COURTS. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT OR IN ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT ADMINISTRATIVE AGENT OR ANY LENDER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AGAINST ANY LOAN PARTY OR ANY OF ITS PROPERTIES IN THE COURTS OF ANY OTHER JURISDICTION.

(c) *WAIVER OF VENUE.* EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO IN SUBSECTION (B) OF THIS SECTION 10. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) *SERVICE OF PROCESS.* EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.02 OF THE LOAN AGREEMENT. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAWS.

Section 11. WAIVER OF RIGHT TO JURY TRIAL.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH OF THE PARTIES HERETO HEREBY WAIVES ITS RIGHT TO A JURY TRIAL OF ANY CLAIM. EACH OF THE PARTIES HERETO REPRESENTS THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL ON SUCH MATTERS. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

IN THE EVENT THAT ANY SUCH ACTION IS COMMENCED OR MAINTAINED IN ANY COURT IN THE STATE OF CALIFORNIA, AND THE WAIVER OF JURY TRIAL SET FORTH ABOVE IS NOT ENFORCEABLE, AND EACH PARTY TO SUCH ACTION DOES NOT SUBSEQUENTLY WAIVE IN AN EFFECTIVE MANNER UNDER CALIFORNIA LAW ITS RIGHT TO A TRIAL BY JURY, THE PARTIES HERETO HEREBY ELECT TO PROCEED AS FOLLOWS:

THE PARTIES AGREE, AND HEREBY AGREE TO ADVISE THE APPLICABLE COURT, THAT THE ADJUDICATION OF ANY SUCH ACTION OR PROCEEDING (AND ALL RELATED CLAIMS) SHALL BE MADE PURSUANT TO CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 638 BY A REFEREE (WHO SHALL BE A SINGLE ACTIVE OR RETIRED JUDGE) WHO SHALL HEAR AND DETERMINE ALL OF THE ISSUES IN SUCH ACTION OR PROCEEDING (WHETHER OF FACT OR OF LAW) AND REPORT A STATEMENT OF DECISION, PROVIDED THAT, AT THE OPTION OF ANY PARTY TO SUCH PROCEEDING, ANY SUCH ISSUES PERTAINING TO A "PROVISIONAL REMEDY" (AS DEFINED IN CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 1281.8), AND ANY NON-JUDICIAL FORECLOSURE OF ANY SECURITY INTERESTS IN REAL OR PERSONAL PROPERTY, THE EXERCISE OF SELF HELP REMEDIES (INCLUDING SET-OFF), THE APPOINTMENT OF A RECEIVER SHALL BE HEARD AND DETERMINED BY THE COURT; AND (B) WITHOUT LIMITING THE GENERALITY OF SECTION 10.04, BORROWERS SHALL BE SOLELY RESPONSIBLE TO PAY ALL FEES AND EXPENSES OF ANY REFEREE APPOINTED IN SUCH ACTION OR PROCEEDING.

THE REFEREE SHALL BE AN ACTIVE OR RETIRED JUDGE OR JUSTICE SELECTED BY MUTUAL WRITTEN AGREEMENT OF THE PARTIES. IF THE PARTIES DO NOT AGREE WITHIN TEN (10) DAYS OF A WRITTEN REQUEST TO DO SO BY ANY PARTY, THEN, UPON REQUEST OF ANY PARTY, THE REFEREE SHALL BE SELECTED BY THE PRESIDING JUDGE OF THE COURT (OR HIS OR HER REPRESENTATIVE). A REQUEST

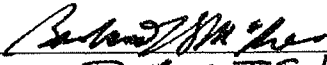
FOR APPOINTMENT OF A REFEREE MAY BE HEARD ON AN EX PARTE OR EXPEDITED BASIS, AND THE PARTIES AGREE THAT IRREPARABLE HARM WOULD RESULT IF EX PARTE RELIEF IS NOT GRANTED.

THE REFEREE SHALL BE REQUIRED TO DETERMINE ALL ISSUES IN ACCORDANCE WITH EXISTING APPLICABLE CASE LAW AND STATUTORY LAW. THE RULES OF EVIDENCE APPLICABLE TO PROCEEDINGS AT LAW IN THE COURT WILL BE APPLICABLE TO THE REFERENCE PROCEEDING. THE REFEREE SHALL BE EMPOWERED TO ENTER EQUITABLE AS WELL AS LEGAL RELIEF, ENTER EQUITABLE ORDERS THAT WILL BE BINDING ON THE PARTIES AND RULE ON ANY MOTION THAT WOULD BE AUTHORIZED IN A COURT PROCEEDING. THE REFEREE SHALL ISSUE A DECISION AT THE CLOSE OF THE REFERENCE PROCEEDING THAT DISPOSES OF ALL CLAIMS OF THE PARTIES THAT ARE THE SUBJECT OF THE REFERENCE. PURSUANT TO CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 644, SUCH DECISION SHALL BE ENTERED BY THE COURT AS A JUDGMENT OR AN ORDER IN THE SAME MANNER AS IF THE ACTION HAD BEEN TRIED BY THE COURT AND ANY SUCH DECISION WILL BE FINAL, BINDING AND CONCLUSIVE. THE PARTIES RESERVE THE RIGHT TO APPEAL FROM THE FINAL JUDGMENT OR ORDER OR FROM ANY APPEALABLE DECISION OR ORDER ENTERED BY THE REFEREE. THE PARTIES RESERVE THE RIGHT TO FINDINGS OF FACT, CONCLUSIONS OF LAWS, A WRITTEN STATEMENT OF DECISION, AND THE RIGHT TO MOVE FOR A NEW TRIAL OR A DIFFERENT JUDGMENT, WHICH NEW TRIAL, IF GRANTED, IS ALSO TO BE A REFERENCE PROCEEDING UNDER THIS PROVISION.

[SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first written above.

WHITE OAK GLOBAL ADVISORS, LLC,
as Administrative Agent

By: 
Name: Barbara J.S. Myher
Title: Manager

JUST FABULOUS, INC.,
as Grantor

By: _____
Name: _____
Title: _____

SHOEDAZZLE.COM, INC.,
as Grantor

By: _____
Name: _____
Title: _____

PERSONAL RETAILING, INC.,
as Grantor

By: _____
Name: _____
Title: _____

Trademark Security Agreement (JustFab)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first written above.

WHITE OAK GLOBAL ADVISORS, LLC,
as Administrative Agent

By: _____
Name: _____
Title: _____

JUST FABULOUS, INC.,
as Grantor

By: Adam Goldenberg
Name: ADAM GOLDENBERG
Title: CEO

SHOEDAZZLE.COM, INC.,
as Grantor

By: Adam Goldenberg
Name: ADAM GOLDENBERG
Title: CEO

PERSONAL RETAILING, INC.,
as Grantor

By: Adam Goldenberg
Name: ADAM GOLDENBERG
Title: CEO

Trademark Security Agreement (JustFab)

SCHEDULE A
TO TRADEMARK SECURITY AGREEMENT

SEE ATTACHED

Trademark	Country	Classes	Filing Date	Status	App. No.	Reg. Date	Reg. No.	Applicant/Registrant
BAG FABULOUS	United States	18, 35	Dec 10, 2009	Registered	77891039	Sep 13, 2011	4026688	Just Fabulous, Inc.
BEAU+ASHE	United States	18, 25	Nov 27, 2012	Registered	85788357	Apr 1, 2014	4506885	Shoedazzle.com, Inc.
FABFORM	United States	25	Sep 4, 2013	Allowed	86055266			Just Fabulous, Inc.
FABKIDS	United States	25, 35, 45	Oct 25, 2011	Registered	85455857	Dec 25, 2012	4265558	Personal Retailing, Inc
FABLETICS	Australia	18, 25, 35, 45	Jun 17, 2013	Registered	1171368	Jun 17, 2013	1171368	Just Fabulous, Inc.
FABLETICS	Canada	18, 25, 35, 45	Jun 17, 2013	Allowed	1631494			Just Fabulous, Inc.
FABLETICS	China	18, 25, 35, 45	Jun 17, 2013	Pending	1171368			Just Fabulous, Inc.
FABLETICS	China	35	May 5, 2014	Published	14511888			Just Fabulous, Inc.
FABLETICS	European Union	18, 25, 35, 45	Jun 17, 2013	Registered	1171368	Jun 17, 2013	1171368	Just Fabulous, Inc.
FABLETICS	International Bureau	18, 25, 35, 45	Jun 17, 2013	Registered	1171368	Jun 17, 2013	1171368	Just Fabulous, Inc.
FABLETICS	Japan	18, 25, 35, 45	Jun 17, 2013	Registered	1171368	Jun 17, 2013	1171368	Just Fabulous, Inc.
FABLETICS	Mexico	18, 25	Apr 17, 2014	Pending	1171368			Just Fabulous, Inc.
FABLETICS	United States	18, 25, 45	Dec 18, 2012	Registered	85805165	May 5, 2015	4731957	Just Fabulous, Inc.
FABLETICS	United States	35	Apr 9, 2013	Registered	85899473	Apr 1, 2014	4507778	Just Fabulous, Inc.
FABLETICS & Design	Australia	18, 25, 35, 45	Dec 30, 2013	Registered	1231138	Dec 30, 2013	1231138	Just Fabulous, Inc.
FABLETICS & Design	Canada	18, 25, 35, 45	Dec 12, 2013	Allowed	1656092			Just Fabulous, Inc.

FABLETICS & Design	China	18, 25, 35, 45	Dec 30, 2013	Pending	1231138			Just Fabulous, Inc.
FABLETICS & Design	European Union	18, 25, 35, 45	Dec 30, 2013	Pending	1231138			Just Fabulous, Inc.
FABLETICS & Design	International Bureau	18, 25, 35, 45	Dec 30, 2013	Registered	1231138	Dec 30, 2013	1231138	Just Fabulous, Inc.
FABLETICS & Design	Japan	18, 25, 35, 45	Dec 30, 2013	Pending	1231138			Just Fabulous, Inc.
FABLETICS & Design	United States	18, 25, 35, 45	Dec 16, 2013	Registered	86144462	Dec 30, 2014	4662161	Just Fabulous, Inc.
FBLX	United States	18, 25, 35, 45	Mar 19, 2015	Published	86570280			Just Fabulous, Inc.
IZABELLA RUE	United States	25	Jan 10, 2013	Registered	85820419	Feb 4, 2014	4478982	Shoedazzle.com, Inc.
J JUSTFABULOUS & Design	Australia	18, 25	Nov 14, 2010	Registered	1070308	Nov 14, 2010	1070308	Just Fabulous, Inc.
J JUSTFABULOUS & Design	Canada	18, 25, 35, 45	Nov 15, 2010	Registered	1503678	Nov 27, 2013	TMA866041	Just Fabulous, Inc.
J JUSTFABULOUS & Design	European Union	18, 25	Nov 14, 2010	Registered	1070308	Nov 14, 2010	1070308	Just Fabulous, Inc.
J JUSTFABULOUS & Design	International Bureau	18, 25	Nov 14, 2010	Registered	1070308	Nov 14, 2010	1070308	Just Fabulous, Inc.
J JUSTFABULOUS & Design	United States	18, 25	Nov 12, 2010	Registered	85176018	Mar 20, 2012	4115866	Just Fabulous, Inc.
JF & Design	European Union	18, 25, 35, 45	Sep 2, 2011	Registered	010237113	Feb 2, 2012	010237113	Just Fabulous, Inc.
JF & Design	United States	18, 25, 35, 45	Aug 31, 2011	Registered	85979313	Jul 2, 2013	4362499	Just Fabulous, Inc.
JF JUST FABULOUS & Linear Design	Chile	18	Oct 12, 2011	Registered	973936	Jan 24, 2013	988079	Just Fabulous, Inc.
JF JUST FABULOUS & Linear Design	Chile	25	Oct 12, 2011	Registered	973937	Jan 24, 2013	988081	Just Fabulous, Inc.

JF JUST FABULOUS & Linear Design	Chile	35	Oct 12, 2011	Registered	973938	Apr 25, 2013	1006996	Just Fabulous, Inc.
JF JUST FABULOUS & Linear Design	Thailand	25	Sep 23, 2011	Registered	821785	Sep 23, 2011	TM362455	Just Fabulous, Inc.
JF JUST FABULOUS & Stacked Design	European Union	18, 25, 35, 45	Jan 12, 2012	Registered	10556025	Jan 12, 2012	10556025	Just Fabulous, Inc.
JUST FAB	Canada	14, 18, 25, 6	Sep 25, 2013	Published	1645235			Just Fabulous, Inc.
JUST FAB	European Union	14, 18, 25, 6	Sep 18, 2013	Closed				Just Fabulous, Inc.
JUST FAB	International Bureau	14, 18, 25, 6	Sep 18, 2013	Closed	A0038137			Just Fabulous, Inc.
JUST FAB	International Bureau	18, 25, 35, 45	Apr 20, 2011	Registered	1084981	Apr 20, 2011	1084981	Just Fabulous, Inc.
JUST FAB	United States	18	Nov 12, 2010	Registered	85976525	Feb 19, 2013	4293503	Just Fabulous, Inc.
JUST FAB	United States	25	Nov 12, 2010	Registered	85176016	Feb 19, 2013	4292790	Just Fabulous, Inc.
JUST FAB	United States	35, 45	May 14, 2010	Registered	85039190	Jul 31, 2012	4183738	Just Fabulous, Inc.
JUST FABULOUS	Argentina	18	Sep 7, 2011	Registered	3113564	Nov 30, 2012	2542941	Just Fabulous, Inc.
JUST FABULOUS	Argentina	25	Sep 7, 2011	Registered	3113565	Nov 30, 2012	2542942	Just Fabulous, Inc.
JUST FABULOUS	Argentina	35	Sep 7, 2011	Registered	3113566	Nov 30, 2012	2542952	Just Fabulous, Inc.
JUST FABULOUS	Canada	18, 25, 35, 45	Apr 2, 2015	Pending	1722195			Just Fabulous, Inc.
JUST FABULOUS	China	25, 45	Dec 6, 2011	Registered	1113430	Dec 6, 2011	1113430	Just Fabulous, Inc.
JUST FABULOUS	International Bureau	18, 25, 35, 45	Dec 6, 2011	Registered	1113430	Dec 6, 2011	1113430	Just Fabulous, Inc.
JUST FABULOUS	Japan	18, 25, 35, 45	Dec 6, 2011	Registered	1113430	Dec 6, 2011	1113430	Just Fabulous, Inc.
JUST FABULOUS	Mexico	18	Sep 2, 2011	Registered	1208167	Feb 20, 2012	1269149	Just Fabulous, Inc.
JUST FABULOUS	Mexico	25	Sep 2, 2011	Registered	1208168	Feb 20, 2012	1269150	Just Fabulous, Inc.
JUST FABULOUS	Mexico	35	Sep 2, 2011	Registered	1208166	Apr 9, 2012	1277714	Just Fabulous, Inc.
JUST FABULOUS	Peru	18, 25, 35, 45	Sep 7, 2011	Registered	466590	Jun 4, 2012	004385	Just Fabulous, Inc.

JUST FABULOUS	Peru	44	Jan 5, 2012	Registered	478908	Apr 4, 2012	71238	Just Fabulous, Inc.
JUST FABULOUS	Turkey	18, 25, 35, 45	Dec 6, 2011	Registered	1113430	Dec 6, 2011	1113430	Just Fabulous, Inc.
JUST FABULOUS	United States	18, 25	Aug 31, 2011	Registered	85979128	Jun 18, 2013	4355611	Just Fabulous, Inc.
JUST FABULOUS	United States	35, 45	May 14, 2010	Registered	85039211	Aug 9, 2011	4010248	Just Fabulous, Inc.
JUST FABULOUS	Venezuela	18	Sep 29, 2011	Registered	173582011	Oct 19, 2012	P322426	Just Fabulous, Inc.
JUST FABULOUS	Venezuela	25	Sep 29, 2011	Registered	173592011	Oct 19, 2012	P322427	Just Fabulous, Inc.
JUST FABULOUS	Venezuela	35	Sep 29, 2011	Registered	173602011	Oct 19, 2012	S052386	Just Fabulous, Inc.
JUSTFAB	Brazil	18	Jul 4, 2014	Published	907928323			Just Fabulous, Inc.
JUSTFAB	Brazil	25	Jul 4, 2014	Published	907928358			Just Fabulous, Inc.
JUSTFAB	Brazil	35	Jul 4, 2014	Published	907928374			Just Fabulous, Inc.
JUSTFAB	China	14	Jan 6, 2014	Pending	13860983			Just Fabulous, Inc.
JUSTFAB	China	18	Jan 6, 2014	Registered	13860982	Feb 21, 2015	13860982	Just Fabulous, Inc.
JUSTFAB	China	25	Jan 6, 2014	Pending	13860981			Just Fabulous, Inc.
JUSTFAB	China	35	Jan 6, 2014	Pending	13860980			Just Fabulous, Inc.
JUSTFAB	Malaysia	14	Jul 4, 2014	Pending	2014007544			Just Fabulous, Inc.
JUSTFAB	Malaysia	18	Jul 4, 2014	Pending	2014007541			Just Fabulous, Inc.
JUSTFAB	Malaysia	25	Jul 4, 2014	Pending	2014007542			Just Fabulous, Inc.
JUSTFAB	Malaysia	35	Jul 4, 2014	Pending	2014007543			Just Fabulous, Inc.
LEILA STONE	United States	25	Mar 18, 2013	Registered	85878866	Apr 15, 2014	4513511	Shoedazzle.com, Inc.
LIVE YOUR PASSION	United States	18, 25, 35, 41, 45	Mar 18, 2015	Pending	86567855			Just Fabulous, Inc.
PAINTFAB	United States	03	Jan 17, 2014	Registered	86168681	Jul 21, 2015	4778129	Just Fabulous, Inc.
PAPER FOX	United States	25	Dec 18, 2012	Registered	85806069	Feb 25, 2014	4489468	Shoedazzle.com, Inc.
S SHOE FABULOUS & Design	United States	25	Dec 16, 2009	Registered	77981308	Mar 29, 2011	3939065	Just Fabulous, Inc.
S SHOE FABULOUS & Design	United States	35	Dec 16, 2009	Registered	77895105	Aug 23, 2011	4016502	Just Fabulous, Inc.
SCENE BY *	United States	25	Oct 22, 2012	Registered	85760521	Jan 28, 2014	4475988	Shoedazzle.com, Inc.
SHOE FABULOUS	United States	25	Dec 10, 2009	Registered	77981379	Apr 12, 2011	3945997	Just Fabulous, Inc.
SHOE FABULOUS	United States	35	Dec 10, 2009	Registered	77891047	Sep 13, 2011	4026689	Just Fabulous, Inc.

SHOEDAZZLE	European Union	35, 45	Feb 9, 2011	Registered	1083324	Feb 9, 2011	1083324	Shoedazzle.com, Inc.
SHOEDAZZLE	International Bureau	35, 45	Feb 9, 2011	Registered	1083324	Feb 9, 2011	1083324	Shoedazzle.com, Inc.
SHOEDAZZLE	Russia	35, 45	Feb 9, 2011	Registered	1083324	Feb 9, 2011	1083324	Shoedazzle.com, Inc.
SHOEDAZZLE	United States	35, 45	Jun 11, 2009	Registered	77757386	Jan 12, 2010	3736740	Shoedazzle.com, Inc.
SHOEDAZZLE & Design	United States	25	Feb 3, 2014	Registered	86182465	Mar 24, 2015	4706568	Shoedazzle.com, Inc.
SIGNATURE BY *	United States	25	Oct 22, 2012	Registered	85760533	Feb 25, 2014	4489330	Shoedazzle.com, Inc.