

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM364151

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Club W, Inc.		10/14/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Western Alliance Bank		
Street Address:	55 Almaden Boulevard, Suite 100		
Internal Address:	Attn: Grant Simon		
City:	SAN JOSE		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	CORPORATION: ARIZONA		
PROPERTY NUMBERS Total: 80			
Property Type	Number	Word Mark	
Serial Number:	86613857	FORMA DE VIDA	
Serial Number:	86743824	PAPER CRANE	
Serial Number:	86338825	IDEE FIXE	
Serial Number:	86616018	IF A TREE FALLS...	
Serial Number:	86613786	METAL MADE	
Serial Number:	86737779	WKND	
Serial Number:	86591379	COPYCAT	
Serial Number:	86360710	UPSWELL	
Serial Number:	86436693	BIG BEAT	
Serial Number:	86368046	ALCHYMIST NOIR	
Serial Number:	86715728	QUARTINO	
Serial Number:	86476133	ALMA LIBRE	
Serial Number:	86498440	#TBT	
Serial Number:	86472347	ATAVIST	
Serial Number:	86707303	AU-DELÀ	
Serial Number:	86359962	THE INDEPENDENT	
Serial Number:	86340851	MARMONT	
Serial Number:	86472343	PUFFERFISH	

CH \$2015.00 86613857

Property Type	Number	Word Mark
Serial Number:	86472334	PERSONAL PROPERTY
Serial Number:	86460598	RUZA
Serial Number:	86452459	CHOP SHOP
Serial Number:	86452450	NEW NATIVE
Serial Number:	86452444	FOG LAND
Serial Number:	86452434	UN PASO MÁS
Serial Number:	86416078	POTAGER
Serial Number:	86406410	LUMINEUSE
Serial Number:	86368462	KIN + COUNTRY
Serial Number:	86551345	BIG FRIENDLY GRAPE
Serial Number:	86416060	COWTOWN
Serial Number:	86409040	SUPERCLUSTER
Serial Number:	86409036	PRETTY YOUNG THING
Serial Number:	86407349	PACIFICANA
Serial Number:	86406404	A SMILE AND A WINK
Serial Number:	86406390	PRISMUS
Serial Number:	86508952	LAUGHING OWL
Serial Number:	86506170	ENDGAME
Serial Number:	86501354	LA MULETA
Serial Number:	86357089	LITTLE SUR
Serial Number:	86357081	CASA DE LILA
Serial Number:	86341491	L'ATELIER DU SUD
Serial Number:	86567030	SUMMER WATER
Serial Number:	86551349	FACEPALM
Serial Number:	86530677	THE BLUFFER
Serial Number:	86340846	SALIENT
Serial Number:	86340843	AIRFALL
Serial Number:	86493614	QUESTO QUELLO
Serial Number:	86341469	ORIGINAL GRIS
Serial Number:	86498895	RAP
Serial Number:	86498870	UNDERCARD
Serial Number:	86498857	WILHELMINA
Serial Number:	86498846	OMBRE
Serial Number:	86493625	ZWICKER
Serial Number:	86320375	WONDERFUL WINE CO
Serial Number:	86613826	HONEY BEAST
Serial Number:	86357085	SO THIS HAPPENED...
Serial Number:	86357077	FUNK ZONE

Property Type	Number	Word Mark
Serial Number:	86451484	STEEL KITTEN
Serial Number:	86463783	DIME
Serial Number:	86463780	ASH & IVORY
Serial Number:	86359952	LE FERMIER
Serial Number:	86359936	VILLE BASSE
Serial Number:	86318022	RANDOMACTSOFWINENESS
Serial Number:	86340848	COQUINE
Serial Number:	86359949	LOVES ME NOT
Serial Number:	86530703	OH SNAP!
Serial Number:	86530682	POP WORKS
Serial Number:	86152127	BRETHREN OF THE ROAD
Serial Number:	86340838	AGUA NEGRA
Serial Number:	86316367	WINC
Serial Number:	86340844	AKOYA
Serial Number:	86320640	ONE FROM THE QUIVER
Serial Number:	86338807	FULL SLEEVE
Serial Number:	86406394	THE BONDSMAN
Serial Number:	86368467	POP ROCKS
Serial Number:	86367265	RECKLESS OPTIMISM
Serial Number:	86357091	RAMBUTAN
Serial Number:	86109443	PORTER AND PLOT
Serial Number:	86498885	BONATTI
Serial Number:	86340852	PREGAME
Serial Number:	85349102	CLUB W

CORRESPONDENCE DATA

Fax Number: 8586385130

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: 858-677-1400

Email: susan.reynholds@dlapiper.com

Correspondent Name: DLA Piper LLP (US)

Address Line 1: 4365 Executive Drive, Suite 1100

Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	355157-238
NAME OF SUBMITTER:	Troy Zander
SIGNATURE:	/s/ Troy Zander
DATE SIGNED:	12/01/2015

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of October 14, 2015, (the "Agreement") between WESTERN ALLIANCE BANK, an Arizona corporation ("Lender") and CLUB W, INC., a Delaware corporation, ("Grantor") is made with reference to the Loan and Security Agreement, dated as of October 14, 2015 (as amended from time to time, the "Loan Agreement"), between Lender, Grantor and BWSC, LLC. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or 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 (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) 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 Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) 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;

(h) 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) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement,

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 Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

CLUB W, INC.

By: 

Name: MATTHEW THELEN

Title: V.P. SALES & LEADERSHIP

Address for Notices:

Attn: Matthew Thelen
5340 Alla Road, Suite 105
Los Angeles, CA 90066
Tel: (408) 348-0337
Fax: _____

LENDER:

WESTERN ALLIANCE BANK, an Arizona corporation

By: 

Name: Grant Simon

Title: Relationship Manager

Address for Notices:

Attn: Grant Simon
55 Almaden Boulevard, Suite 100
San Jose, California 95113
Tel: (408) 556-6501
Fax: (408) 282-1681

[Signature Page to Intellectual Property Security Agreement]

WEST060257969.2
355157-000238

EXHIBIT A

COPYRIGHTS

Please Check if No Copyrights Exist ☒

<u>Type of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Pre - registered?</u>

Exhibit B
TRADEMARKS

Please Check if No Trademarks Exist ☐

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>Filing Date:</u>
FORMA DE VIDA	86613857	4/29/15
PAPER CRANE	86743824	9/1/15
IDEE FIXE	86338825	7/16/14
IF A TREE FALLS...	86616018	4/30/15
METAL MADE	86613786	4/29/15
WKND	86737779	8/26/15
COPYCAT	86591379	4/8/15
UPSWELL	86360710	8/7/14
BIG BEAT	86436693	10/28/14
ALCHYMIST NOIR	86368046	8/15/14
QUARTINO	86715728	8/5/15
ALMA LIBRE	86476133	12/10/14
#TBT	86498440	1/8/15
ATAVIST	86472347	12/5/14
AU-DELA	86707303	7/28/15
THE INDEPENDENT	86359962	8/7/14
MARMONT	86340851	7/17/14
PUFFERFISH	86472343	12/5/14
PERSONAL PROPERTY	86472334	12/5/14
RUZA	86460598	11/20/14
CHOP SHOP	86452459	11/12/14
NEW NATIVE	86452450	11/12/14
FOG LAND	86452444	11/12/14
UN PASO MÁS	86452434	11/12/14
POTAGER	86416078	10/6/14
LUMINEUSE	86406410	9/25/14
KIN + COUNTRY	86368462	8/15/14
BIG FRIENDLY GRAPE	86551345	3/3/15
COWTOWN	86416060	10/6/14
SUPERCLUSTER	86409040	9/29/14
PRETTY YOUNG THING	86409036	9/29/14
PACIFICANA	86407349	9/26/14
A SMILE AND A WINK	86406404	9/25/14
PRISMUS	86406390	9/25/14
LAUGHING OWL	86508952	1/20/15
ENDGAME	86506170	1/16/15
LA MULETA	86501354	1/12/15
LITTLE SUR	86357089	8/4/14
CASA DE LILA	86357081	8/4/14
L'ATELIER DU SUD	86341491	7/18/14
SUMMER WATER	86567030	3/17/15
FACEPALM	86551349	3/3/15
THE BLUFFER	86530677	2/10/15
SALIENT	86340846	7/17/14

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>Filing Date:</u>
AIRFALL	86340843	7/17/14
QUESTO QUELLO	86493614	12/31/14
ORIGINAL GRIS	86341469	7/18/14
RAP	86498895	1/8/15
UNDERCARD	86498870	1/8/15
WILHELMINA	86498857	1/8/15
OMBRE	86498846	1/8/15
ZWICKER	86493625	12/31/14
WONDERFUL WINE CO	86320375	6/25/14
HONEY BEAST	86613826	4/29/15
SO THIS HAPPENED...	86357085	8/4/14
FUNK ZONE	86357077	8/4/14
STEEL KITTEN	86451484	11/11/14
DIME	86463783	11/24/14
ASH & IVORY	86463780	11/24/14
LE FERMIER	86359952	8/7/14
VILLE BASSE	86359936	8/7/14
RANDOM ACTS OF WINENESS	86318022	6/23/14
COQUINE	86340848	7/17/14
LOVES ME NOT	86359949	8/7/14
OH SNAP!	86530703	2/10/15
POP WORKS	86530682	2/10/15
BRETHREN OF THE ROAD	86152127	12/24/13
AGUA NEGRA	86340838	7/17/14
WINC	86316367	6/20/14
AKOYA	86340844	7/17/14
ONE FROM THE QUIVER	86320640	6/25/14
FULL SLEEVE	86338807	7/16/14
BONDSMAN	86406394	9/25/14
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RECKLESS OPTIMISM	86367265	8/14/14
RAMBUTAN	86357091	8/4/14
PORTER & PLOT	86109443	11/4/13
BONATTI	86498885	1/8/15
PREGAME	86340852	7/17/14
CLUB W	85349102	6/17/11

EXHIBIT C

PATENTS

Please Check if No Patents Exist ☒

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued or Published?</u>	<u>Issue Date:</u>