

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: 919-314-3086
Email: loandocsdept@square1bank.com
Correspondent Name: Pacific Western Bank
Address Line 1: 406 Blackwell Street
Address Line 2: Suite 240
Address Line 4: Durham, NORTH CAROLINA 27701

| | |
|---------------------------|---------------------|
| NAME OF SUBMITTER: | NICHOLAS NANCE |
| SIGNATURE: | /NICHOLASNANCE-JLT/ |
| DATE SIGNED: | 12/31/2015 |

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of December 29, 2015 by and between PACIFIC WESTERN BANK, a California state chartered bank ("*Bank*") and CHUBBIES, INC., a Delaware corporation ("*Grantor*").

RECITALS

A. Bank has 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 that certain Loan and Security Agreement by and between Bank and Grantor dated on or about the date hereof (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein that are not otherwise defined herein are used as defined in the Loan Agreement).

B. Bank is willing to extend and to continue to extend financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. 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.

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 and the other Loan Documents, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its Obligations to Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under the Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C 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.

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.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights of Grantor which are registered with or subject to an application filed with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, each party has caused this Intellectual Property Security Agreement to be duly executed by an officer thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

CHUBBIES, INC.

430 Pacific Avenue
San Francisco, CA 94133

By: [Signature]

Name: Kyle Hong

Title: Co-President

BANK:

Address of Bank:

PACIFIC WESTERN BANK

406 Blackwell Street, Suite 240
Durham, NC 27701
Attn: Loan Documentation Department

By: [Signature]

Name: Mike Breau

Title: Client Manager

EXHIBIT A
COPYRIGHTS

| <u>Description</u> | <u>Registration Number</u> | <u>Registration Date</u> |
|--------------------|--------------------------------|------------------------------|
| None | | |

EXHIBIT B

PATENTS

| Description | Application Number OR Patent Number | Application OR Filing Date |
|--------------------|--|---------------------------------------|
| NONE | | |

EXHIBIT C
TRADEMARKS

| Description | Registration/ Application Number | Registration/ Application Date |
|-------------------------|--|--------------------------------------|
| The Weekend Has Arrived | 86792723 | 10/19/2015 |
| CHUNDERWEAR | 86431519 | 10/22/2014 |
| CHUNDIES | 86431497 | 10/22/2014 |
| SKY'S OUT, THIGHS OUT | 85497509 | 9/8/2015 |
| CHUBBIES SHORTS | 85825286 | 1/17/2013 |
| CHUBBIES | 85825665 | 9/30/2014 |
| <i>chubbies</i> | 85825342 | 9/30/2014 |
| CHUBBIES | 85981113 | 5/10/2011 |
| * CHUBBIES | 85127093 | 5/10/2011 |
| Friday at 5 | Proposed | N/A |

* reflects partial assignment