

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM371262

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JET.COM, INC.		01/22/2016	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	TRIPLEPOINT VENTURE GROWTH BDC CORP		
Street Address:	2755 SAND HILL ROAD, SUITE 150		
City:	MENLO PARK		
State/Country:	CALIFORNIA		
Postal Code:	94025		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	86337401	JET	
Serial Number:	86806217	JET	
Serial Number:	86500817	JET ANYWHERE	
Serial Number:	86618910	JET HEADS	
Serial Number:	86360571	JET	
Serial Number:	86500825	JET SHOP PURPLE	
Serial Number:	86397421	J	
Serial Number:	86538447	SHOP BRILLIANT	
Serial Number:	86500822	SHOP PURPLE	
CORRESPONDENCE DATA			
Fax Number:	3102774730		
<i>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.</i>			
Phone:	(310) 788-6133		
Email:	jsbrown@mwe.com		
Correspondent Name:	GARY B. ROSENBAUM		
Address Line 1:	MCDERMOTT WILL & EMERY LLP		
Address Line 2:	2049 CENTURY PARK EAST, SUITE 3800		
Address Line 4:	LOS ANGELES, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	082853-0010		

CH \$240.00 86337401

NAME OF SUBMITTER:	GARY B. ROSENBAUM
SIGNATURE:	/Gary B. Rosenbaum/
DATE SIGNED:	01/29/2016
Total Attachments: 8 source=Jet_IPSecurityAgreement_012216#page1.tif source=Jet_IPSecurityAgreement_012216#page2.tif source=Jet_IPSecurityAgreement_012216#page3.tif source=Jet_IPSecurityAgreement_012216#page4.tif source=Jet_IPSecurityAgreement_012216#page5.tif source=Jet_IPSecurityAgreement_012216#page6.tif source=Jet_IPSecurityAgreement_012216#page7.tif source=Jet_IPSecurityAgreement_012216#page8.tif	



PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is a Plain English Intellectual Property Security Agreement dated as of January 22, 2016 by and between TRIPLEPOINT VENTURE GROWTH BDC CORP., a Maryland corporation and JET.COM, INC., a Delaware corporation.

The words "We", "Us", or "Our", refer to the grantee, which is TRIPLEPOINT VENTURE GROWTH BDC CORP. The words "You" or "Your" refers to the grantor, which is JET.COM, INC. and not any individual. The words "the Parties" refers to both TRIPLEPOINT VENTURE GROWTH BDC CORP. and JET.COM, INC.

The Parties have entered into a Plain English Growth Capital Loan and Security Agreement dated as of January 22, 2016 (together with amendments, supplements, extensions and exhibits, collectively the "Loan Agreement"). Pursuant to the Loan Agreement, You have granted to Us a lien on and a security interest in all the present and future rights, title, and interest that You may now have or hereafter acquire in all Patents, Trademarks, Copyrights, and applications for Patents, Trademarks and Copyrights that are included in the "Collateral" described in the Loan Agreement.

In consideration for the mutual covenants and agreements contained in the Loan Agreement and this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. GRANT OF SECURITY INTEREST

You grant to Us a lien upon and continuing security interest in all of Your right, title, and interest in, to and under all of the following (all of the following items of property collectively will be referred to as the "Intellectual Property Collateral"), whether now existing or hereafter arising or acquired:

- ⇒ all Patents, Patent Licenses, and Patent applications, including specifically those listed on the attached **Schedule A**, together with any reissues, divisions, continuations, renewals, extensions and continuations thereof;
- ⇒ all Trademarks, Trademark Licenses, and trademark applications, including specifically those listed on the attached **Schedule B** together with any renewals thereof;
- ⇒ all Copyrights, Copyright Licenses, and applications for Copyrights, including specifically those listed on the attached **Schedule C**;
- ⇒ the right to sue for past, present and future infringements of the foregoing and all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof; and
- ⇒ all Proceeds.

You represent and warrant to Us that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which You have registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

2. LOAN AGREEMENT

This security interest is granted to secure the Secured Obligations, under the Loan Agreement. All the capitalized terms used but not otherwise defined are used in this Agreement with the same meaning as defined in the Loan Agreement.

IP Security Agt (Jet.com)

3. OUR RIGHT TO SUE

From and after an Event of Default, subject to the terms of the Loan Agreement, We shall have the right, but shall in no way be obligated, to bring suit in Our own name to enforce Your rights in the Intellectual Property Collateral. If We commence any such suit, You shall, at Our request, do all lawful acts and execute and deliver all proper documents or information that may be necessary or reasonably desirable to aid Us in such enforcement. You shall promptly, upon demand, reimburse and indemnify Us for all of Our costs and expenses, including reasonable attorney's fees, related to Our exercise of the above mentioned rights.

4. FURTHER ASSURANCES

You will, upon Our reasonable request, from time to time execute, deliver and file, alone or with Us, any security agreements, or other documents to perfect and give priority to Our lien on the Intellectual Property Collateral. You will from time to time obtain any instruments or documents as We may reasonably request, and take all further action that may be reasonably necessary or desirable, or that We may reasonably request, to carry out more effectively the provisions and purposes of this Agreement or any other related agreements or to confirm, perfect, preserve and protect the liens granted to Us in the Intellectual Property Collateral.

5. MODIFICATION

This Agreement can only be altered, amended or modified in a writing signed by the Parties. Notwithstanding the foregoing however, You hereby irrevocably appoint Us (and any of Our designated officers, agents or employees) as Your true and lawful attorney to modify, in Our sole discretion, this Agreement without first obtaining Your approval or signature to such modification by amending Schedules A, B, and C to this Agreement, as appropriate, to include reference to any right, title or interest in any Intellectual Property Collateral acquired by You before or after the execution hereof or to delete any reference to any right, title or interest in any Intellectual Property Collateral in which You no longer have or claim to have any right, title or interest. The appointment of Us as Your attorney in fact, and each and every one of Our rights and powers, being coupled with an interest, is irrevocable until all of the Secured Obligations have been fully repaid and performed and Our obligation to provide credit extensions to You is terminated.

6. BINDING EFFECT; REMEDIES NOT EXCLUSIVE

This Agreement shall be binding upon You and Your respective successors and assigns, and shall inure to the benefit of Us, and Our nominees and assigns.

Our rights and remedies 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 Us as a matter of law or equity; provided, however, that We acknowledge and agree that our rights and remedies are subject to Our agreement with respect to Intellectual Property set forth in Section 8 of the Loan Agreement. Each of Our rights, powers and remedies 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 Us 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 Us, of any or all other rights, powers or remedies.

7. GOVERNING LAW; COUNTERPARTS

This Agreement shall be deemed made and accepted in and shall be governed by and construed in accordance with the laws of the State of California, and (where applicable) the laws of the United States of America.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

(Signature Page to Follow)

IN WITNESS WHEREOF, You have duly executed this Agreement as of the date first set forth above.

You: JET.COM, INC.
Signature: Andrew J. Gasper
Print Name: Andrew J. Gasper
Title: General Counsel

[SIGNATURE PAGE TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT]

SCHEDULE A

To Plain English Intellectual Property Security Agreement
Between Jet.com, Inc., as You (Grantor)
and TriplePoint Venture Growth BDC Corp., as Us (Grantee)

PATENTS AND PATENT APPLICATIONS

PATENTS

NONE.

PATENT APPLICATIONS

File Number	Title	Matter Type	Country	Status	Application Number
30942-29090/US	Merchant Management System for Adaptive Pricing	Prov-ORG	USA	Pending	62/194,147
30942-29396/US	Additional Per-Item Savings Relative to Items in an Existing Shopping Cart	Utility-ORG	USA	Unfiled	
30942-30451/US	System, Method, and Program Product for Identifying Discounted Items	Utility-NPREG	USA	Pending	14/328,691

SCHEDULE B

To Plain English Intellectual Property Security Agreement
Between Jet.com, Inc., as You (Grantor)
and TriplePoint Venture Growth BDC Corp., as Us (Grantee)

TRADEMARKS AND TRADEMARK APPLICATIONS

TRADEMARKS

Trademark	Country	Class	App Date	App #	Reg Date	Reg #	Status
JET	Canada	CG; CS; 09; 35; 39; 42	1/24/2014	1660984			Published
JET	China	09	7/22/2014	14863075			Pending
JET	China	35					Proposed
JET	China	35	7/22/2014	14863074			Pending
JET	China	39	7/22/2014	14863073			Pending
JET	China	42	7/23/2014	14863072			Abandoned
JET	European Union	09; 35; 39; 42	7/15/2014	013084843			Opposed
JET	Japan	09; 35; 39; 42	7/23/2014	2014061572			Pending
JET	United States	09; 35; 39; 42	7/15/2014	86337401			Suspended
JET	United States	36	11/2/2015	86806217			Pending
JET ANYWHERE	Canada	09; 35; 39; 42	2/16/2015	1715459			Pending
JET ANYWHERE	European Union	09; 35; 39; 45	2/11/2015	013732326			Published
JET ANYWHERE	United States	09; 35; 39; 42	1/12/2015	86500817			Pending
JET BLACK	United States						Proposed
JET HEADS	United States	09; 35; 39; 42	5/4/2015	86618910			Pending
JET Logo	Canada	09; 35; 39; 42	2/6/2015	1714275			Pending

JET Logo	China	09	2/6/2015	16324957			Pending
JET Logo	China	35	2/6/2015	16324956			Pending
JET Logo	China	39	2/6/2015	16324955			Pending
JET Logo	China	42	2/6/2015	16324954			Pending
JET Logo	European Union	09; 35; 39; 42	2/5/2015	013713839			Pending
JET Logo	Japan	09; 35; 39; 42	2/6/2015	2015011043		2015011043	Registered
JET Logo	United States	09; 35; 39; 42	8/7/2014	86360571			Suspended
JET SHOP PURPLE	United States	09; 35; 39; 42	1/12/2015	86500825			Pending
JET WINK Logo	United States	09; 35; 39; 42	9/17/2014	86397421			Allowed
SHOP BRILLIANT	United States	09; 35; 39; 42	2/18/2015	86538447			Pending
SHOP PURPLE	United States	09; 35; 39; 42	1/12/2015	86500822			Pending

SCHEDULE C

To Plain English Intellectual Property Security Agreement
Between Jet.com, Inc., as You (Grantor)
And TriplePoint Venture Growth BDC Corp., as Us (Grantee)

COPYRIGHTS AND COPYRIGHT APPLICATIONS

COPYRIGHT REGISTRATIONS

Registration Number	Title	Registration Date	V&A No.
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NONE.

APPLICATIONS FOR COPYRIGHT REGISTRATIONS

Title	Date Filed	V&A No.
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NONE.