

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM376861

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FARFETCH UK LIMITED		03/09/2016	Private Limited Company, England and Wales: UNITED KINGDOM
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: 2			
Property Type	Number	Word Mark	
Registration Number:	3780124	FARFETCH.COM	
Registration Number:	4284607	FARFETCH.COM	
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		
NAME OF SUBMITTER:	GARY B. ROSENBAUM		
SIGNATURE:	/Gary B. Rosenbaum/		
DATE SIGNED:	03/16/2016		
Total Attachments: 11			
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PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is a Plain English Intellectual Property Security Agreement dated as of March 9, 2016 by and between TRIPLEPOINT VENTURE GROWTH BDC CORP., a Maryland corporation and FARFETCH UK LIMITED, a private limited company incorporated and registered under the laws of England and Wales with registered number 6400760, (the "Agreement").

The words "We", "Us", or "Our", refer to the grantee, which is TriplePoint Capital LLC. The words "You" or "Your" refers to the grantor, which is FARFETCH UK LIMITED and not any individual. The words "the Parties" refers to both TRIPLEPOINT VENTURE GROWTH BDC CORP. and FARFETCH UK LIMITED.

The Parties have entered into a Plain English Growth Capital Loan and Security Agreement dated as of March 9, 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.

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

Subject to any Permitted Liens that are specifically designated as being senior in priority in the Loan Agreement, 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. In the event of any conflict between the terms of this Agreement or the Loan Agreement, the terms of the Loan Agreement shall be controlling.

3. OUR RIGHT TO SUE

From and after an Event of Default which is continuing, 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 to aid Us in such enforcement. You shall promptly, upon demand, reimburse and indemnify Us for all of Our reasonable costs and expenses, including reasonable attorney's fees, related to Our exercise of the above mentioned rights.

4. FURTHER ASSURANCES

You will 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 request, and take all further action that may be reasonably necessary, 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.

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. 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 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.

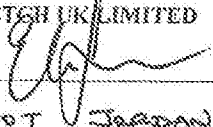
7. GOVERNING LAW; COUNTERPARTS

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. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic format (e.g., "pdf," "tif" or similar file formats) shall be effective as delivery of a manually executed counterpart of this Agreement.

(Signature Page to Follow)

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

You: FARFETCH UK LIMITED
Signature: 
Print Name: ELLIOT JACKSON
Title: CFO

[SIGNATURE PAGE TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT]

SCHEDULE A

To Plain English Intellectual Property Security Agreement
Between Farfetch UK Limited, as You (Grantor)
and TriplePoint Venture Growth BDC Corp., as Us (Grantee)

PATENTS AND PATENT APPLICATIONS

PATENTS

None as at the date of this Agreement

PATENT APPLICATIONS

None as at the date of this Agreement

SCHEDULE B

To Plain English Intellectual Property Security Agreement
Between Farfetch UK Limited, as You (Grantor)
and TriplePoint Venture Growth BDC Corp., as Us (Grantee)

TRADEMARKS AND TRADEMARK APPLICATIONS

TRADEMARKS

Name	Jurisdiction	Date of Expiry	Registration Number	Status
FARFETCH	Australia	25/10/2022	1542226 (IR1148755)	Registered
FARFETCH	Bosnia & Herzegovina	25/10/2022	IR1148755	Registered
FARFETCH	Canada	23/02/2030	TMA897182	Registered
FARFETCH	China	25/10/2022	IR1148755	Registered
FAR- FETCH.COM	European Union	20/02/2018	6683882	Registered
FARFETCH	European Union	18/09/2022	11196292	Registered
FARFETCH	Hong Kong	23/09/2022	302386873	Registered
FARFETCH	Hong Kong	09/04/2024	302957707	Registered
FARFETCH	Hong Kong	26/02/2025	303312972	Registered
FARFETCH	International Registration	25/10/2022	IR1148755	Registered
FAR- FETCH.COM	International Registration	11/07/2024	IR1232414	Registered
FARFETCH	International Registration	25/02/2025	IR1280050	Registered
FARFETCH	Japan	25/10/2022	IR1148755	Registered
FARFETCH	Kazakhstan	25/10/2022	IR1148755	Registered
FARFETCH	Kuwait	14/10/2024	126961	Registered
FARFETCH	Kuwait	14/10/2024	126962	Registered
FARFETCH	Kuwait	14/10/2024	126963	Registered
FARFETCH	Monaco	25/10/2022	IR1148755	Registered
FARFETCH	Morocco	25/10/2022	IR1148755	Registered
FAR- FETCH.COM	New Zealand	25/10/2022	1012154 (IR1148755)	Registered
FARFETCH	Norway	25/10/2022	IR1148755	Registered
FARFETCH	Republic of Korea (South Korea)	25/10/2022	IR1148755	Registered
FARFETCH	Russian Federation	25/10/2022	IR1148755	Registered
FARFETCH	Russian	11/07/2024	IR1232414	Registered

	Federation			
FARFETCH	Saudi Arabia	21/12/2024	1436003611	Registered
FARFETCH	Saudi Arabia	21/12/2024	1436003612	Registered
FARFETCH	Saudi Arabia	21/12/2024	1436003613	Registered
FARFETCH	Serbia	25/10/2022	IR1148755	Registered
FAR- FETCH.COM	Singapore	25/10/2022	T1302912J (IR1148755)	Registered
FARFETCH	Switzerland	25/10/2022	IR1148755	Registered
FARFETCH	Taiwan (ROC)	15/02/2024	1628996	Registered
FARFETCH	Thailand	13/03/2023	Bor66269	Registered
FARFETCH	Thailand	13/03/2023	Bor63301	Registered
FARFETCH	Thailand	13/03/2023	Bor64497	Registered
FARFETCH	Turkey	25/10/2022	IR1148755	Registered
FARFETCH	Ukraine	25/10/2022	IR1148755	Registered
FARFETCH	United Arab Emirates	19/10/2024	219804	Registered
FARFETCH	United Arab Emirates	19/10/2024	219808	Registered
FARFETCH	United Arab Emirates	19/10/2024	219809	Registered
FARFETCH	United Kingdom	31/01/2024	3040174	Registered
FAR- FETCH.COM	United Kingdom	26/08/2024	3069996	Registered
FARFETCH	United Kingdom	25/02/2025	3096202	Registered
FARFETCH	United Kingdom	02/10/2025	3129799	Registered
FARFETCH	United Kingdom	01/04/2021	2577269	Registered
FARFETCH	United States Of America	25/10/2022	4445736 (IR1148755)	Registered
FARFETCH	United States Of America	27/04/2020	3780124	Registered
FAR- FETCH.COM	United States Of America	05/02/2023	4284607	Registered

TRADEMARK APPLICATIONS

Name	Jurisdiction	Application Number	Status
FARFETCH	Albania	IR1148755	Filed
FARFETCH	Albania	IR1280050	Filed
FARFETCH	Australia	1743701 (IR1280050)	Published
FARFETCH	Azerbaijan	IR1148755	Filed
FARFETCH	Azerbaijan	IR1280050	Filed

IP Security Agt (Farfetch UK Limited)

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FARFETCH	Bosnia & Herzegovina	IR1280050	Filed
FARFETCH	Brazil	909040877	Published
FARFETCH	Brazil	909050511	Published
FARFETCH	Brazil	909050376	Published
FARFETCH	Brazil	909050392	Published
FARFETCH	Brazil	909050520	Published
FARFETCH	Brazil	909041180	Published
FARFETCH	Brazil	909050422	Published
FARFETCH	Brazil	910120889	Published
FARFETCH	Brazil	908057261	Published
FARFETCH	Brazil	908057318	Published
FARFETCH	Brazil	908057350	Published
FARFETCH	Brazil	908057105	Published
FARFETCH	Brazil	908057172	Published
FARFETCH	Brazil	908057202	Published
FARFETCH.COM	Brazil	904298868	Published
FARFETCH.COM	Brazil	904298744	Published
FARFETCH	Canada	1717013	Examined
FARFETCH	Chile	1153506	Filed
FAFEIQI	China	N/A	Filed
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FAFEIQI	China	N/A	Filed
FARFETCH	China	IR1232414	Examined
FARFETCH	China	IR1280050	Filed
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FARFETCH	China	IA00003040174_02	Filed
FARFETCH	Colombia	IR1280050	Filed
FARFETCH	Egypt	IR1148755	Filed
FARFETCH	Egypt	IR1280050	Filed
FARFETCH	European Union	IR1280050	Examined
FARFETCH	Hong Kong	303564405	Filed
FARFETCH	India	2403105	Examined
FARFETCH	India	IR1280050	Filed
FARFETCH	Indonesia	D00.2014.042774	Filed
FARFETCH	Indonesia	D00.2014042763	Filed
FARFETCH	Indonesia	D00.2014042778	Filed
FARFETCH	International Registration	IA00003040174_02	Examined
FARFETCH	Iran	IR1148755	Filed
FARFETCH	Iran	IR1280050	Filed
FARFETCH	Israel	IR1148755	Filed
FARFETCH	Israel	IR1280050	Filed
FARFETCH	Japan	IR1232414	Examined
FARFETCH	Japan	IR1280050	Filed
FARFETCH	Japan	IA00003040174_02	Filed
FARFETCH	Kazakhstan	IR1280050	Filed
FARFETCH	Malaysia	2014061736	Accepted for publication

FARFETCH	Malaysia	2014061740	Published
FARFETCH	Malaysia	2014061733	Published
FARFETCH	Mexico	IR1148755	Examined
FARFETCH	Mexico	IR1280050	Filed
FARFETCH	Monaco	IR1280050	Filed
FARFETCH	Montenegro	IR1280050	Filed
FARFETCH	Montenegro	IR1148755	Registered
FARFETCH	Morocco	IR1280050	Filed
FARFETCH	New Zealand	1034562 (IR1280050)	Published
FARFETCH	Norway	IR1280050	Filed
FARFETCH	Panama	242938-01	Published
FARFETCH	Peru	626798	Examined
FARFETCH	Qatar	93634	Accepted for publication
FARFETCH	Qatar	93632	Accepted for publication
FARFETCH	Qatar	93633	Accepted for publication
FARFETCH	Republic of Korea (South Korea)	IR1232414	Published
FARFETCH	Republic of Korea (South Korea)	IR1280050	Filed
FARFETCH	Republic of Korea (South Korea)	IA00003040174_02	Filed
FARFETCH	Russian Federation	IR1280050	Filed
FARFETCH	Russian Federation	IA00003040174_02	Filed
FARFETCH	Serbia	IR1280050	Filed
FARFETCH	Singapore	IR1280050	Filed
FARFETCH	Switzerland	IR1280050	Filed
FARFETCH	Turkey	2015/41630 (IR1232414)	Published
FARFETCH	Turkey	IR1280050	Filed
FARFETCH	Turkey	IA00003040174_02	Filed
FARFETCH	Ukraine	IR1280050	Filed
FARFETCH	United States Of America	79179112 (IR1280050)	Examined

SCHEDULE C

**To Plain English Intellectual Property Security Agreement
Between Farfetch UK Limited as You (Grantor)
And TriplePoint Venture Growth BDC Corp., as Us (Grantee)**

COPYRIGHTS AND COPYRIGHT APPLICATIONS

COPYRIGHT REGISTRATIONS

Registration Number	Title	Registration Date
Guo Zuo Deng Zi-2015-F-00208313	Farfetch 艺术字	7 January 2015
Guo Zuo Deng Zi-2015-F-00208314	Farfetch.com 艺术字	7 January 2015

APPLICATIONS FOR COPYRIGHT REGISTRATIONS

None as at the date of this Agreement