

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM396886

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Nasty Gal, Inc.		11/06/2015	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Hercules Growth Capital, Inc.
Street Address:	400 Hamilton Avenue
Internal Address:	Suite 310
City:	Palo Alto
State/Country:	CALIFORNIA
Postal Code:	94301
Entity Type:	Corporation: MARYLAND

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	4728316	AFTER PARTY
Serial Number:	86000962	AFTER PARTY BY NASTY GAL
Serial Number:	85964637	NASTY GAL
Registration Number:	4444069	NASTY GAL
Registration Number:	3953331	NASTY GAL
Registration Number:	4548339	NASTY GAL
Serial Number:	85746814	NASTY GALLERY
Registration Number:	4426477	SHOE CULT BY NASTY GAL
Registration Number:	4422832	SUPER NASTY

CORRESPONDENCE DATA

Fax Number: 6504283901

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: 6502377235

Email: christine@virtualparalegalservices.com

Correspondent Name: Laura Blakely

Address Line 1: 2570 W. El Camino Real

Address Line 2: Suite 510

Address Line 4: Mountain View, CALIFORNIA 94040

TRADEMARK

NAME OF SUBMITTER:	Laura Blakely
SIGNATURE:	/Laura Blakely/
DATE SIGNED:	08/30/2016
Total Attachments: 12 source=Nasty Gal--IPSA (fully exec)#page1.tif source=Nasty Gal--IPSA (fully exec)#page2.tif source=Nasty Gal--IPSA (fully exec)#page3.tif source=Nasty Gal--IPSA (fully exec)#page4.tif source=Nasty Gal--IPSA (fully exec)#page5.tif source=Nasty Gal--IPSA (fully exec)#page6.tif source=Nasty Gal--IPSA (fully exec)#page7.tif source=Nasty Gal--IPSA (fully exec)#page8.tif source=Nasty Gal--IPSA (fully exec)#page9.tif source=Nasty Gal--IPSA (fully exec)#page10.tif source=Nasty Gal--IPSA (fully exec)#page11.tif source=Nasty Gal--IPSA (fully exec)#page12.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of November 6, 2015 by and between NASTY GAL INC., a Delaware corporation (“Grantor”) and HERCULES TECHNOLOGY GROWTH CAPITAL, INC., a Maryland corporation (“Agent”), in its capacity as administrative agent for itself and for certain lender parties (collectively referred to as “Lender”) to that certain Loan and Security Agreement (as amended or supplemented from time to time, the “Loan Agreement”) made concurrently herewith among Agent, Lender, and Grantor.

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the “Loans”) in the amounts and manner set forth in the Loan Agreement; capitalized terms used herein are used as defined in the Loan Agreement.

B. Lender 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 Agent on behalf of Lender 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 Agent on behalf of Lender 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 all other agreements now existing or hereafter arising between Grantor and Lender, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and the other Loan Documents now existing or hereafter arising between Agent, Lender and Grantor, Grantor grants and pledges to Agent on behalf of Lender a security interest in all of Grantor’s right, title and interest in, to and under its Intellectual Property (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 (collectively, “Intellectual Property Collateral”).

This security interest is granted in conjunction with the security interest granted to Agent on behalf of Lender under the Loan Agreement. The rights and remedies of Agent 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 Agent on behalf of Lender as a matter of law or equity. Each right, power and remedy of Agent on behalf of Lender 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 Agent on behalf of Lender 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 Agent, 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 in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

In Witness Whereof, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

1000 Wilshire Boulevard, 15th Floor
Los Angeles, CA 90027
Attn: Chief Financial Officer

Nasty Gal Inc.

By: 

Name Robert Ross

Title: CFO

AGENT:

Address of Agent:

400 Hamilton Avenue, Suite 310
Palo Alto, CA 94301
Attn: Legal Department

Hercules Technology Growth Capital, Inc.

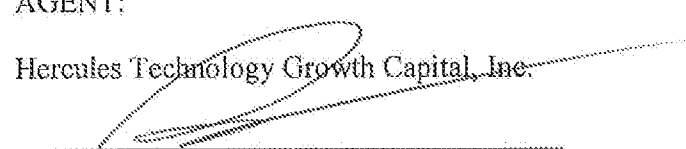

Ben Bang, Associate General Counsel

Exhibit A
COPYRIGHTS

[See Attachment]

Attachment 2 - Copyrights

1. MercedesLeopardShoes

Type of Registration - Visual Material

Registration No. - VA001872765

Registration Date - May 7, 2013

Exhibit B
PATENTS

None.

Exhibit C
TRADEMARKS

[See Attachment]

Trademark	Country	Class	App Date	App #	Reg Date	Reg #	Status
AFTER PARTY	Australia	25	3-Jul-2013	1566244			Abandoned
AFTER PARTY	Canada	25	16-Jul-2013	1635379			Pending
AFTER PARTY	European Union	18; 25; 35	24-Jun-2013	011927365	15-Nov-2013	011927365	Registered
AFTER PARTY	United States	25	2-Jul-2013	86000955	28-Apr-2015	4728316	Registered
AFTER PARTY BY NASTY GAL	Australia	25	3-Jul-2013	1566249	5-Feb-2014	1566249	Registered
AFTER PARTY BY NASTY GAL	Canada	25	16-Jul-2013	1635380			Pending
AFTER PARTY BY NASTY GAL	European Union	18; 25; 35	24-Jun-2013	011927571	15-Nov-2013	011927571	Registered
AFTER PARTY BY NASTY GAL	United States	25	2-Jul-2013	86000962			Accepted - SOU Approved
MIRAGE	United States	35	17-Nov-2011	85475417			Abandoned
MIRAGE AT NASTY GAL	United States	35	27-Aug-2012	85713544			Abandoned
NASTY GAL	Argentina	25	21-Nov-2011	3130140	4-Jan-2013	2554092	Registered
NASTY GAL	Argentina	35	21-Nov-2011	3130141	4-Jan-2013	2554093	Registered
NASTY GAL	Australia	03					Dropped
NASTY GAL	Australia	03; 09; 14	26-Jun-2013	1564847	29-Jan-2014	1564847	Registered
NASTY GAL	Australia	25; 35	21-Nov-2011	1460581	18-Jun-2012	1460581	Registered
NASTY GAL	Bahamas	38	13-Mar-2012	035639			Published
NASTY GAL	Bahamas	39	13-Mar-2012	035638			Published
NASTY GAL	Bahrain	25	31-Jan-2012	90496	31-Jan-2012	90496	Registered

Trademark	Country	Class	App Date	App #	Reg Date	Reg #	Status
NASTY GAL	Bahrain	35	31-Jan-2012	90497	31-Jan-2012	90497	Registered
NASTY GAL	Bermuda	25	16-Mar-2012	51564			Pending
NASTY GAL	Bermuda	35	16-Mar-2012	51565			Pending
NASTY GAL	Brazil	25	18-Nov-2011	904264475	21-Jan-2015	904264475	Registered
NASTY GAL	Brazil	35	22-Nov-2011	831266635			Suspended
NASTY GAL	Canada	25; 35	22-Nov-2011	1553203	20-Nov-2014	TMA890413	Registered
NASTY GAL	Canada	CG	16-Jul-2013	1635378			Published
NASTY GAL	Chile	25	27-Dec-2011	985504	7-Mar-2013	997484	Registered
NASTY GAL	Chile	35	27-Dec-2011	985505	7-Mar-2013	997485	Registered
NASTY GAL	China	25	8-Dec-2011	10281464			Abandoned
NASTY GAL	China	35	8-Dec-2011	10281465			Abandoned
NASTY GAL	Colombia	25	18-Nov-2011	11157825	9-Jan-2015	507288	Registered
NASTY GAL	Colombia	35	18-Nov-2011	11157816	17-Mar-2014	488290	Registered
NASTY GAL	Costa Rica	25	25-Nov-2011	201111700	13-Aug-2012	220480	Registered
NASTY GAL	Costa Rica	35	25-Nov-2011	201111699	20-Jul-2012	219539	Registered
NASTY GAL	Croatia	25; 35	14-Dec-2011	Z20112174A	12-Sep-2012	Z20112174	Registered
NASTY GAL	Dominican Republic	25; 35	21-Dec-2011	201130254	19-Mar-2012	193676	Registered
NASTY GAL	Egypt	25	24-Nov-2011	267713			Published

Trademark	Country	Class	App Date	App #	Reg Date	Reg #	Status
NASTY GAL	Egypt	35	24-Nov-2011	267714			Published
NASTY GAL	European Union	03; 09; 18	3-Jul-2013	011952421	28-Nov-2013	011952421	Registered
NASTY GAL	European Union	14; 25; 35	21-Nov-2011	010430189	26-Apr-2012	010430189	Registered
NASTY GAL	Hong Kong	25; 35	21-Nov-2011	302091366	12-Sep-2012	302091366	Registered
NASTY GAL	Iceland	25; 35	21-Nov-2011	32172011	1-Mar-2012	2402012	Registered
NASTY GAL	Israel	25; 35	20-Nov-2011	242232	5-May-2013	242232	Registered
NASTY GAL	Japan	25; 35	24-Nov-2011	2011084179	25-May-2012	5495981	Registered
NASTY GAL	Malaysia	25	18-Nov-2011	2011054879	18-Nov-2011	2011054879	Registered
NASTY GAL	Malaysia	35	18-Nov-2011	2011054880	18-Nov-2011	2011054880	Registered
NASTY GAL	Mexico	25	15-Dec-2011	1236780	24-Sep-2012	1312708	Registered
NASTY GAL	Mexico	35	15-Dec-2011	1236822	24-Sep-2012	1313215	Registered
NASTY GAL	New Zealand	25; 35	18-Nov-2011	852637	19-May-2012	852637	Registered
NASTY GAL	Norway	14; 25; 35	8-Dec-2011	201114119	24-Apr-2012	265131	Registered
NASTY GAL	Peru	25	14-Dec-2011	4769072011	30-Mar-2012	00186441	Registered
NASTY GAL	Peru	35	14-Dec-2011	4769052011	30-Mar-2012	00071140	Registered
NASTY GAL	Philippines	25; 35	9-Dec-2011	42011014702	11-May-2012	42011014702	Registered
NASTY GAL	Saudi Arabia	25	29-Nov-2011	175103	9-Jul-2013	147180	Registered
NASTY GAL	Saudi Arabia	35	29-Nov-2011	175102			Published

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Trademark	Country	Class	App Date	App #	Reg Date	Reg #	Status
NASTY GAL	Singapore	25; 35	23-Nov-2011	T1116460H	4-Jan-2013	T1116460H	Registered
NASTY GAL	South Africa	25	23-Nov-2011	201130149	6-Jan-2014	201130149	Registered
NASTY GAL	South Africa	35	23-Nov-2011	201130150	6-Jan-2014	201130150	Registered
NASTY GAL	South Korea	25; 35	8-Dec-2011	4520110005639	28-Mar-2013	450044151	Registered
NASTY GAL	Switzerland	25; 35	23-Nov-2011	631102011	15-Mar-2012	627086	Registered
NASTY GAL	Taiwan	25; 35	16-Dec-2011	100064852	16-Oct-2012	01543271	Registered
NASTY GAL	Thailand	35	1-Dec-2011	827796	25-Mar-2013	SM57194	Registered
NASTY GAL	Turkey	25; 35	9-Jan-2012	201202369	3-Apr-2013	201202369	Registered
NASTY GAL	United Arab Emirates	25	18-Jan-2012	168060	25-Mar-2013	168060	Registered
NASTY GAL	United Arab Emirates	35	18-Jan-2012	168061	25-Mar-2013	168061	Registered
NASTY GAL	United States	03; 08; 21; 26					Dropped
NASTY GAL	United States	03; 09; 14	19-Jun-2013	85964637			Allowed
NASTY GAL	United States	14					Dropped
NASTY GAL	United States	18					Dropped
NASTY GAL	United States	24					Dropped
NASTY GAL	United States	25	3-Mar-2010	77949179	3-Dec-2013	4444069	Registered
NASTY GAL	United States	35	3-Mar-2010	77949164	3-May-2011	3953331	Registered
NASTY GAL	Uruguay	25; 35	30-Nov-2011	429938	1-Apr-2013	429938	Registered

Trademark	Country	Class	App Date	App #	Reg Date	Reg #	Status
NASTY GAL (stylized)	Australia	25; 35	28-Aug-2012	1510890	17-Jun-2013	1510890	Registered
NASTY GAL (stylized)	Canada	CG; CS; 25; 35	19-Sep-2012	1594906			Allowed
NASTY GAL (stylized)	China	25	27-Feb-2013	12199381			Abandoned
NASTY GAL (stylized)	China	35	27-Feb-2013	12199380			Abandoned
NASTY GAL (stylized)	European Union	14; 25; 35	3-Sep-2012	011157112	29-Jan-2013	011157112	Registered
NASTY GAL (stylized)	Thailand	25	17-Oct-2012	867141	16-Jun-2014	TM380894	Registered
NASTY GAL (stylized)	United States	25; 35	27-Aug-2012	85713556	10-Jun-2014	4548339	Registered
NASTY GALLERY	United States	35; 41; 45	5-Oct-2012	85746814			Allowed
NASTYGAL (and in Chinese Characters)	China	25	24-Sep-2012	11532621			Abandoned
NASTYGAL (and in Chinese characters)	China	35	24-Sep-2012	11532620	28-Feb-2014	11532620	Registered
NASTYGAL (in Chinese characters)	China	25	24-Sep-2012	11532619	28-Feb-2014	11532619	Registered
NASTYGAL (in Chinese characters)	China	35	24-Sep-2012	11532618	28-Feb-2014	11532618	Registered
SHOE CULT	Australia	25; 35	31-Jul-2013	1571710	15-Jan-2014	1571710	Registered
SHOE CULT	Canada	CG; CS; 25; 35	7-Aug-2013	1638548			Pending
SHOE CULT	China	25	4-Jun-2013	12700811	21-Oct-2014	12700811	Registered
SHOE CULT	China	35	4-Jun-2013	12700810	21-Oct-2014	12700810	Registered
SHOE CULT	European Union	14; 25; 35	31-Jul-2013	012027942	26-Dec-2013	012027942	Registered
SHOE CULT	United States	25; 35	17-Nov-2011	85475404			Abandoned

Trademark	Country	Class	App Date	App #	Reg Date	Reg #	Status
SHOE CULT	United States	25; 35	19-Jun-2013	85964684	10-Jun-2014	4549130	Registered
SHOE CULT BY NASTY GAL	Australia	25; 35	17-Jan-2013	1536308	15-May-2013	1536308	Registered
SHOE CULT BY NASTY GAL	Canada	CG; CS; 25; 35	18-Jan-2013	1610514			Allowed
SHOE CULT BY NASTY GAL	European Union	14; 25; 35	18-Jan-2013	011500361	14-Jun-2013	011500361	Registered
SHOE CULT BY NASTY GAL	United States	25; 35	1-Aug-2012	85692569	29-Oct-2013	4426477	Registered
SHOE CULT BY NASTY GAL (stylized)	China	25	5-Jun-2013	12708031	21-Oct-2014	12708031	Registered
SHOE CULT BY NASTY GAL (stylized)	China	35					Dropped
SUPER NASTY	Australia	16; 41	17-Jan-2013	1536309	29-May-2013	1536309	Registered
SUPER NASTY	Canada	CG; CS; 16; 35;	18-Jan-2013	1610509			Allowed
SUPER NASTY	China	16	5-Jun-2013	12708030	21-Oct-2014	12708030	Registered
SUPER NASTY	China	41	21-Jun-2013	12788104	28-Dec-2014	12788104	Registered
SUPER NASTY	European Union	09; 16; 41	18-Jan-2013	011500006	14-Jun-2013	011500006	Registered
SUPER NASTY	United States	16; 41	19-Jul-2012	85682100	22-Oct-2013	4422832	Registered

RECORDED: 08/30/2016

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