

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM406202

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Evelyn & Bobbie, LLC		11/18/2016	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	E&B Capital LLC		
<b>Street Address:</b>	c/o Euclidean Capital LLC		
<b>Internal Address:</b>	160 Fifth Avenue, 9th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10010		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86132878	EVELYN & BOBBIE	
<b>Serial Number:</b>	86776837	EVERYDAY BUSTIER	
<b>Serial Number:</b>	86818004		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9735302225		
<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>			
<b>Phone:</b>	9735302025		
<b>Email:</b>	pnussbaum@csglaw.com		
<b>Correspondent Name:</b>	Peter E. Nussbaum		
<b>Address Line 1:</b>	Chiesa Shahinian & Giantomasi PC		
<b>Address Line 2:</b>	One Boland Drive		
<b>Address Line 4:</b>	West Orange, NEW JERSEY 07052		
<b>NAME OF SUBMITTER:</b>	Peter E. Nussbaum		
<b>SIGNATURE:</b>	/Peter Nussbaum/		
<b>DATE SIGNED:</b>	11/21/2016		
<b>Total Attachments: 7</b>			
source=E&B Capital - Intellectual Property Security Agreement - FULLY EXECUTED 11-18-16#page1.tif			

OP \$90.00 86132878

source=E&B Capital - Intellectual Property Security Agreement - FULLY EXECUTED 11-18-16#page2.tif  
source=E&B Capital - Intellectual Property Security Agreement - FULLY EXECUTED 11-18-16#page3.tif  
source=E&B Capital - Intellectual Property Security Agreement - FULLY EXECUTED 11-18-16#page4.tif  
source=E&B Capital - Intellectual Property Security Agreement - FULLY EXECUTED 11-18-16#page5.tif  
source=E&B Capital - Intellectual Property Security Agreement - FULLY EXECUTED 11-18-16#page6.tif  
source=E&B Capital - Intellectual Property Security Agreement - FULLY EXECUTED 11-18-16#page7.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (“**IP Security Agreement**”), dated as of November 18, 2016, is made by and among Evelyn & Bobbie, LLC, a Delaware limited liability company (the “**Grantor**”) in favor of E&B Capital LLC, a Delaware limited liability company (“**Secured Party**”).

WHEREAS, Grantor has entered into a Secured Convertible Promissory Note dated as of November 18, 2016 (as may be amended, restated, supplemented or otherwise modified, renewed or replaced from time to time, the “**Note**”) in favor of Secured Party.

WHEREAS, as a condition precedent to the making of a loan by Secured Party under the Note, Grantor has executed and delivered to Secured Party that certain Security Agreement dated as of November 18, 2016, made by and between Grantor and Secured Party (as may be amended, restated, supplemented or otherwise modified, renewed or replaced from time to time, the “**Security Agreement**”; capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement).

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to Secured Party a security interest in, among other property, certain intellectual property of Grantor and has agreed to execute and deliver this IP Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees with the Collateral Agent as follows:

1. Grant of Security. Grantor hereby pledges and grants to Secured Party a security interest in and to all of the right, title and interest of Grantor in, to and under the following (the “**IP Collateral**”):

(a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the “**Patents**”);

(b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof (the “**Trademarks**”), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(c) the copyright registrations, applications and copyright registrations and applications exclusively licensed to Grantor set forth in Schedule 3 hereto, and all extensions and renewals thereof (the “**Copyrights**”);

(d) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this IP Security Agreement upon request by Secured Party.

3. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Secured Party with respect to the IP Collateral are as provided by the Note, the Security Agreement and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This IP Security Agreement may be executed and delivered by facsimile or electronic signature and in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

5. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Security Agreement and all actions arising out of or in connection with this IP Security Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

[Signature page follows]

IN WITNESS WHEREOF, Grantor has caused this IP Security Agreement to be executed as of the date first written above by its officer thereunto duly authorized.

EVELYN & BOBBIE, LLC

By Bree K McKee  
Name: Bree K McKee  
Title: CEO

AGREED TO AND ACCEPTED:

E&B CAPITAL LLC

By \_\_\_\_\_  
Name:  
Title:

1362477

IN WITNESS WHEREOF, Grantor has caused this IP Security Agreement to be executed as of the date first written above by its officer thereunto duly authorized.

EVELYN & BOBBIE, LLC

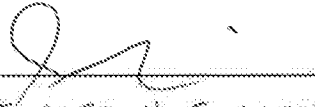
By \_\_\_\_\_

Name:

Title:

AGREED TO AND ACCEPTED:

E&B CAPITAL LLC

By  \_\_\_\_\_

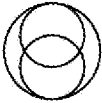
Name: JAMES H. SIMONS

Title: MANAGER

Patents and Patent Applications

Title	Application No.	Filing Date	Pub. No.	Patent No.	Issue Date
SUPPORT BUSTIER GARMENT	14/165,271	27-Jan-14	20140213145	8,864,549	21-Oct-14
SUPPORT BUSTIER GARMENT	2014209122	27-Jan-14			
SUPPORT BUSTIER GARMENT	BR1120150177794	27-Jan-14			
SUPPORT BUSTIER GARMENT	14/517,743	17-Oct-14	20150044940	9,113,662	25-Aug-15
SUPPORT BUSTIER GARMENT	14/833,669	8/24/2015	20150359268	9,392,822	19-Jul-16
SUPPORT BUSTIER GARMENT	15203421	July 6 2016			
SUPPORT BUSTIER GARMENT	2899320	27-Jan-14			
SUPPORT BUSTIER GARMENT	201480010903.6	27-Jan-14	CN 105007768 A		
SUPPORT BUSTIER GARMENT	201591256	27-Jan-14	201591256		
SUPPORT BUSTIER GARMENT	EP14743241.3	27-Jan-14	2948007		
SUPPORT BUSTIER GARMENT	P00 2015 05062	27-Jan-14			
SUPPORT BUSTIER GARMENT	240144	27-Jan-14			
SUPPORT BUSTIER GARMENT	6656/DELNP/2015	27-Jan-14			
SUPPORT BUSTIER GARMENT	2015-555391	27-Jan-14			
SUPPORT BUSTIER GARMENT	KR10-2015-7022448	27-Jan-14	10-2015- 0115814		
SUPPORT BUSTIER GARMENT	MX/a/2015/009666	27-Jan-14			
SUPPORT BUSTIER GARMENT	PI 2015001862	27-Jan-14			
SUPPORT BUSTIER GARMENT	710721	27-Jan-14			
SUPPORT BUSTIER GARMENT	PCT/US2014/013240	27-Jan-14	WO2014117105		
SUPPORT BUSTIER GARMENT	1-2015-501657	27-Jan-14			
SUPPORT BUSTIER GARMENT	11201505798V	27-Jan-14			
SUPPORT BUSTIER GARMENT	1501004190	27-Jan-14			
SUPPORT BUSTIER GARMENT	1-2015-02908	27-Jan-14			
SUPPORT BUSTIER GARMENT	2015/06092	27-Jan-14			
SUPPORT BUSTIER GARMENT	61/756,989	25-Jan-13			
SUPPORT BUSTIER GARMENT	62/188,269	2-Jul-15			
SUPPORT BUSTIER GARMENT	62/353,392	22-Jun-16			
BRASSIERE					
BRASSIER GARMENT AND COMPONENTS THEREOF	62/273,420	30-Dec-15			
SYSTEMS, DEVICES, AND METHODS FOR GARMENT SIZING AND PRODUCTION	62/342,795	27-May-16			

Trademark Registrations and Applications

<b>Mark</b>	<b>Jurisdiction</b>	<b>Class(es)</b>	<b>Serial No.</b>	<b>Date Filed</b>
EVELYN & BOBBIE	U.S.	25, 26	86/132,878	12/02/2013
EVERYDAY BUSTIER	U.S.	25	86/776,837	10/02/2015
 MISCELLANEOUS DESIGN (CIRCLES LOGO)	U.S.	25	86/818,004	11/12/2015



Copyright Registrations and Applications

None.