

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM412777

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BLUEFLY, INC.		01/11/2017	Corporation: DELAWARE
EVT ACQUISITION CO., LLC		01/11/2017	Limited Liability Company: NEW YORK

RECEIVING PARTY DATA

Name:	TOTAL FASHION, INC.
Street Address:	233 Wilshire Blvd, Suite 800
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90401
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	3278399	THE ULTIMATE HOOK-UP FOR THE FASHION OBS
Registration Number:	3294468	THAT'S WHY I BLUEFLY
Registration Number:	3254500	STEAL-A-DAY
Serial Number:	85923247	HADLEY & JAMES
Registration Number:	2427015	FLYPAPER
Registration Number:	4223135	FLY AND MIGHTY
Registration Number:	4219316	COLETTE NICOLAI
Registration Number:	3468463	BLUEFLY
Registration Number:	3409665	BLUEFLY
Registration Number:	2579760	BLUEFLY
Registration Number:	2769397	BLUEFLY
Registration Number:	4199995	BELLE AND CLIVE
Registration Number:	4011153	ENVITE

CORRESPONDENCE DATA

Fax Number: 8167531536

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 8167531000
Email: uspt@polsinelli.com
Correspondent Name: Andrea M. Porterfield
Address Line 1: 900 W. 48th Place
Address Line 2: Suite 900
Address Line 4: Kansas City, MISSOURI 64112

ATTORNEY DOCKET NUMBER:	087845-554934
NAME OF SUBMITTER:	Andrea M. Porterfield
SIGNATURE:	/Andrea M. Porterfield/
DATE SIGNED:	01/18/2017

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of this 11th day of January, 2017, between BLUEFLY, INC., a Delaware corporation ("Bluefly"), EVT ACQUISITION CO., LLC, a New York limited liability company ("EVT" and, together with Bluefly, each a "Grantor" and collectively, "Grantors"), and TOTAL FASHION, INC., a Delaware corporation, in its capacity as Collateral Agent ("Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Revolving Credit and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Bluefly (collectively with each Person joined as a party thereto as a "Borrower", and all of their respective permitted successors and assigns, the "Borrower"), the lenders from time to time party thereto (the "Lenders"), and Agent, the Lenders agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Credit Agreement, each Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lenders, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

(a) all of such Grantor's trademarks, trademark applications, service marks, trade names, mask works and associated goodwill (collectively, "Trademarks"), including those referred to on Schedule I hereto, and licenses for any of the foregoing ("Licenses");

(b) all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of and improvements on the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any License.

Notwithstanding the foregoing, the Trademark Collateral shall not include, and no Grantor shall be deemed to have granted a security interest in, (a) unless otherwise expressly granted pursuant to any Other Document, any rights or interests in any license, lease, contract, or agreement to which such Grantor is a party and all software or related goods and/or databases licensed or

provided thereunder, to the extent, but only to the extent, that such a grant would, under the terms of such license, lease, contract or agreement, result in a breach of the terms of, or constitute a default under, such license, lease, contract or agreement (other than to the extent that any such term would be rendered ineffective pursuant to 9-406, 9-407 or 9-408 of the Uniform Commercial Code or other applicable law) or (b) any rights or property, including, without limitation, any intent to use trademark applications, to the extent that any valid and enforceable law or regulation applicable to such rights or property prohibits the creation of a security interest in such rights or property or would otherwise result in a material loss of rights from the creation of such security interest therein (other than to the extent that any such term would be rendered ineffective pursuant to 9-406, 9-407 or 9-408 of the Uniform Commercial Code or other applicable law); provided, that, with respect to each of the foregoing clauses (a) and (b), immediately upon the ineffectiveness, lapse or termination of any such restriction, the Trademark Collateral shall include, and each Grantor shall be deemed to have granted a security interest in, all such rights and interests or other assets, as the case may be, as if such provision had never been in effect; and provided, further that, notwithstanding any such restriction in any of the foregoing, the Trademark Collateral shall, to the extent such referenced restriction does not by its terms apply thereto, include all rights incident or appurtenant to any such rights or interests and shall in any event include the right to receive all proceeds derived from or in connection with the sale, assignment or transfer of such rights and interests.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by each Grantor, to Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademarks or Licenses for Trademarks, this Trademark Security Agreement shall automatically apply thereto. Each Grantor shall give prompt notice in writing to Agent with respect to any such new Trademarks or Licenses for Trademarks. Without limiting any Grantor's obligations under this Section 5, each Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new Trademarks or Licenses for Trademarks of such Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any Other Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

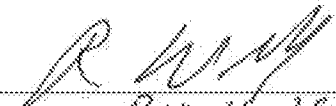
7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any Other Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any Other Document refer to this Trademark Security Agreement or such Other Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such Other Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any Other Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any Other Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash of all Obligations (other than contingent indemnification and reimbursement obligations for which no claim has been made). Any reference herein to any Person shall be construed to include such Person's permitted successors and assigns.

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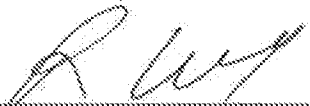
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

BLUEFLY, INC., a Delaware corporation


By: 
Name: Ron Wulf
Title: Treasurer

EVT ACQUISITION CO., LLC, a
New York limited liability company




By: 
Name: Ron Wulf
Title: Treasurer

ACCEPTED AND
ACKNOWLEDGED BY:

TOTAL FASHION, INC., as Agent

By: 
Name: Behdad Eghbali
Title: President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

#	Trademark	Registration Number/ Serial Number	Grantor
1.	THE ULTIMATE HOOK-UP FOR THE FASHION OBSESSED	3,278,399	Bluefly, Inc.
2.	THAT'S WHY I BLUEFLY	3,294,468	Bluefly, Inc.
3.	STEAL-A-DAY	3,254,500	Bluefly, Inc.
4.	HADLEY & JAMES	85-923247	Bluefly, Inc.
5.	FLYPAPER	2,427,015	Bluefly, Inc.
6.	FLY AND MIGHTY	4,223,135	Bluefly, Inc.
7.	COLETTE NICOLAI	4,219,316	Bluefly, Inc.
8.	BLUFFLY and Design 	3,468,463	Bluefly, Inc.
9.	BLUFFLY (Stylized) 	3,409,665	Bluefly, Inc.
10.	BLUFFLY	2,579,760	Bluefly, Inc.
11.	BLUFFLY	2,769,397	Bluefly, Inc.
12.	BELLE AND CLIVE	4,199,995	Bluefly, Inc.
13.	ENVITE and Design 	4,011,153	EVT ACQUISITION CO., LLC