

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM416136

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Evelyn & Bobbie, LLC		11/22/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	E&B CAPITAL LLC		
Street Address:	c/o Euclidean Capital LLC		
Internal Address:	160 Fifth Avenue, 9th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87245011	YOU-SIZED	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	973-530-2025		
Email:	pnussbaum@csglaw.com		
Correspondent Name:	Peter E. Nussbaum		
Address Line 1:	Chiesa Shahinian & Giantomasi PC		
Address Line 2:	One Boland Drive		
Address Line 4:	West Orange, NEW JERSEY 07052		
NAME OF SUBMITTER:	Peter E. Nussbaum		
SIGNATURE:	/Peter Nussbaum/		
DATE SIGNED:	02/14/2017		
Total Attachments: 6			
source=E&B Capital - Intellectual Property Security Agreement (4Q16 Update) 11-22-16 - Fully Executed#page1.tif			
source=E&B Capital - Intellectual Property Security Agreement (4Q16 Update) 11-22-16 - Fully Executed#page2.tif			
source=E&B Capital - Intellectual Property Security Agreement (4Q16 Update) 11-22-16 - Fully Executed#page3.tif			

OP \$40.00 87245011

source=E&B Capital - Intellectual Property Security Agreement (4Q16 Update) 11-22-16 - Fully Executed#page4.tif
source=E&B Capital - Intellectual Property Security Agreement (4Q16 Update) 11-22-16 - Fully Executed#page5.tif
source=E&B Capital - Intellectual Property Security Agreement (4Q16 Update) 11-22-16 - Fully Executed#page6.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (“**IP Security Agreement**”), dated as of November 22, 2016, is made by 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 

Name: Bruce E. McKeen

Title: CEO + Founder

AGREED TO AND ACCEPTED:

E&B CAPITAL LLC

By 

Name: James H. Simons

Title: Manager

Patents and Patent Applications

None.

Trademark Registrations and Applications

Mark	Jurisdiction	Class(es)	Serial No.	Date Filed
YOU-SIZED	U.S.	25	87/245,011	11/22/2016

Copyright Registrations and Applications

None.