

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM419777

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LOVEPOP, INC.		02/24/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	275 Grove Street		
Internal Address:	Suite 2-200		
City:	Newton		
State/Country:	MASSACHUSETTS		
Postal Code:	02466		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4730483	LOVEPOP	
Serial Number:	87029425		
Serial Number:	87029430	LOVEPOP	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	800-494-5225		
Email:	ipteam@nationalcorp.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	National Corporate Research, LTD		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F168666		
NAME OF SUBMITTER:	Andrew Nash		
SIGNATURE:	/Andrew Nash/		
DATE SIGNED:	03/15/2017		
Total Attachments: 8			

OP \$90.00 4730483

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “**Agreement**”) is entered into as of February 24, 2017, by and between **SILICON VALLEY BANK**, a California corporation, with a loan production office located at 275 Grove Street, Suite 2-200, Newton, Massachusetts 02466 (“**Bank**”) and **LOVEPOP, INC.**, a Delaware corporation with its principal place of business located at 61 Chatham Street, Floor 5, Boston, Massachusetts 02109 (“**Grantor**”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the “**Loans**”) in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the “**Loan Agreement**”; capitalized terms used but not otherwise defined herein have the meanings ascribed to such terms in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks, and Patents (as each term is described below) to secure the obligations of Grantor to Bank.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank 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 Grantor’s obligations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Grantor’s obligations to Bank, Grantor grants and pledges to Bank a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “**Intellectual Property Collateral**”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “**Copyrights**”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “**Patents**”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”);

(f) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(g) All licenses or other rights to use any of the Copyrights, Patents, or Trademarks and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(h) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, or Patents; and

(i) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes the United States Commissioner for Patents, the United States Commissioner for Trademarks and the United States Register of Copyrights and any other United States government officials to record and register this Agreement upon request by Bank.

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

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed

counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This 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 Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction).

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as a sealed instrument under the laws of the Commonwealth of Massachusetts as of the date written above.

GRANTOR:

LOVEPOP, INC.

By:  _____

Title: CEO

BANK:

SILICON VALLEY BANK

By: _____

Title: _____

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as a sealed instrument under the laws of the Commonwealth of Massachusetts as of the date written above.

GRANTOR:

LOVEPOP, INC.

By: _____

Title: _____

BANK:

SILICON VALLEY BANK

By: MR R Mellor

Title: Managing Director

EXHIBIT A

Copyrights

Product Name	Application submitted	Copyright Number	Copyright Issued
Snowflake		VA0002010692	11/30/2015
Willow Tree		VA0002007697	11/30/2015
Pirate Ship		VA0002006924	11/30/2015
Balloon Bouquet		VA0002005871	11/30/2015
Rose Bouquet		VA0002005509	5/26/2016
French Flower Cart		VA0002005510	5/27/2016
Money Tree	11/9/2016	VA0002022213	11/14/2016
Nativity	11/15/2016	VA0002022900	11/17/2016
Santa Sleigh	11/15/2016	VA0002022901	11/17/2016
Hanukkah Menorah	11/15/2016	VA0002022899	11/17/2016
Love Bear	11/15/2016	Pending	
Tyrannosaurus Rex	11/15/2016	Pending	
Camping Trip	11/15/2016	Pending	
Unicorn	11/15/2016	Pending	
Willow Love Scene	11/15/2016	Pending	
Cat Mom	11/15/2016	Pending	
Christmas Candle	11/15/2016	Pending	
Christmas Train (revise name to Santa Train)	11/15/2016	Pending	
Turkey	11/15/2016	Pending	
Day of the Dead	11/16/2016	Pending	
Cupcake Birthday	11/16/2016	Pending	
Coffee Cup	11/16/2016	Pending	
Train	11/16/2016	Pending	
Gingerbread House	11/16/2016	Pending	
Santa Biker	11/16/2016	Pending	
Young America	11/16/2016	Pending	
Bird Nest	11/16/2016	Pending	
Graduation Hats (Original)	11/18/2016	Pending	


EXHIBIT B

Patents

Patent Application Type	Title	Application No.	Filing Date	Status
Utility	Pop Up Greeting Card With Tab Support Of A Laser Cut, Slice Form Pop Up Element	14/971625	16 Dec 2015	Pending
Utility	Pop Up Greeting Card With Tab Support Of A Laser Cut, Slice Form Pop Up Element	15/247085	25 Aug 2016	Granted 20 Dec 2016
Provisional	Pop Up Greeting Card With Tab Support Of A Laser Cut, Slice Form Pop Up Element And A Method Of Assembly	62/092796	16 Dec 2014	Expired
Design	Flower Cart Pop Up Card	29/580557	11 Oct 2016	Pending
Design	Rose Bouquet Pop Up Card	29/580566	11 Oct 2016	Pending
Design	Skyline Pop Up Card	29/592811	02 Feb 2017	Pending

EXHIBIT C

Trademarks

<u>Description</u>		<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
LOVEPOP		4730483	May 5, 2015
		87/029,425	May 9, 2016
Design (Emblem Logo)			
LOVEPOP		87/029,430	May 9, 2016