

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM420149

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|-----------------------------------|-------------------------------|-----------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Silicon Valley Bank | | 03/17/2017 | Corporation: |
| RECEIVING PARTY DATA | | | |
| Name: | ModCloth, Inc. | | |
| Street Address: | 115 Sansome Street, 9th Floor | | |
| City: | San Francisco | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 94104 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 22 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 86630419 | MODCLOTH | |
| Serial Number: | 86178690 | HIGH DIVE | |
| Serial Number: | 86087316 | STYLISH SURPRISE | |
| Serial Number: | 86074468 | MODCLOTH | |
| Serial Number: | 85894091 | 349 | |
| Serial Number: | 85821646 | LINDY HOP | |
| Serial Number: | 85804438 | BREAKFAST FOR DINNER | |
| Serial Number: | 85804434 | MYRTLEWOOD | |
| Serial Number: | 85793877 | AUFOND | |
| Serial Number: | 85774657 | GRAHAM STREET SHOE CO | |
| Serial Number: | 85711166 | BE THE STYLIST | |
| Serial Number: | 85643491 | FERVOUR | |
| Serial Number: | 85635019 | MODSTYLISTS | |
| Serial Number: | 85635023 | MAKE THE CUT | |
| Serial Number: | 85635022 | GEODE | |
| Serial Number: | 77839786 | BE THE BUYER | |
| Serial Number: | 77707525 | M | |
| Serial Number: | 77707645 | MODCLOTH | |
| Serial Number: | 77668897 | MODCLOTH | |

OP \$565.00 86630419

| Property Type | Number | Word Mark |
|----------------|----------|-----------------------|
| Serial Number: | 85546391 | BE THE DESIGNER |
| Serial Number: | 85981100 | BEA & DOT BY MODCLOTH |
| Serial Number: | 85844152 | BEA & DOT BY MODCLOTH |

CORRESPONDENCE DATA

Fax Number: 6508023100

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: 6508023000

Email: brian.lee@weil.com

Correspondent Name: Max Scott

Address Line 1: Weil, Gotshal & Manges LLP

Address Line 2: 201 Redwood Shores Parkway

Address Line 4: Redwood Shores, CALIFORNIA 94065

| | |
|---------------------------|-------------|
| NAME OF SUBMITTER: | Max Scott |
| SIGNATURE: | /Max Scott/ |
| DATE SIGNED: | 03/17/2017 |

Total Attachments: 6

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RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

This **RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST**, dated as of the date of the signature page hereto (this “**Release**”), is made by **SILICON VALLEY BANK**, a California corporation (the “**Lender**”), in favor of **MODCLOTH, INC.**, a Delaware corporation (the “**Grantor**”).

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Intellectual Property Security Agreements or the Loan Agreement (each as defined below).

WITNESSETH

WHEREAS, Lender and Grantor are parties to those certain Intellectual Property Security Agreements, dated June 21, 2013; June 11, 2015; and April 12, 2016, between Grantor and Lender (as amended, restated, amended and restated, modified or supplemented from time to time, the “**Intellectual Property Security Agreements**”) and the Loan and Security Agreement, dated as of August 2, 2011, between Grantor and Lender (as amended, restated, restated, amended and restated, modified or supplemented from time to time, the “**Loan Agreement**”) (each of the foregoing, collectively, the “**Loan Matters/Materials**”).

WHEREAS, pursuant to the Loan Agreement, Grantor granted Lender a security interest in certain collateral.

WHEREAS, pursuant to the Intellectual Property Security Agreements, Grantor granted Lender a security interest in its Intellectual Property.

WHEREAS, Lender and Grantor desire that Lender terminate and release Lender’s security interest in all right, title and interest of Grantor in, to and under any and all Intellectual Property, intellectual property rights and proprietary rights throughout the world (whether registered or unregistered) and corresponding goodwill and other rights of Grantor (and any applicable assignee thereof), including all: copyrights and other rights in works of authorship (including all Copyrights as defined in the Loan Agreement); trade secrets; computer software; designs; patents, provisionals, and patent applications (including all Patents (as defined in the Loan Agreement)); trademarks and trademark applications (including as set forth on Schedule A hereto and all Trademarks (as defined in the Loan Agreement)); mask works; Collateral (to the extent such Collateral is Intellectual Property (as defined in the Intellectual Property Security Agreement)); claims, licenses, extensions, and proceeds related to the foregoing; websites and domain names; and all intellectual property, intellectual property rights, and proprietary rights that are, or ever were, subject to the Loan Matters/Materials (each of the foregoing, collectively, the “**Released Intellectual Property Collateral**”).

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Lender hereby terminates, releases and discharges fully Lender’s security interest (and any of Lender’s rights, including any security interest grant, regrant or right to obtain a security interest (whether present, contingent or otherwise), under the Loan Agreement) in all

right, title and interest of Grantor (and any applicable assignee thereof) in, to and under all of the Released Intellectual Property Collateral, and reassigns and transfers any right, title and interest that Lender may have in, to and under all of the foregoing to Grantor (or such assignee, as applicable) all without recourse to, or warranty by, Lender of any kind.

Lender hereby authorizes Grantor (and any applicable assignee thereof), or Grantor's (and such assignee's) authorized representative, to record this Release with the United States Patent and Trademark Office, the United States Copyright Office, any similar office or agency of the United States, any state thereof, any other country or any political subdivision thereof, or any applicable office or agency thereof. Lender agrees to execute all documents and take all actions reasonably requested by Grantor (at the sole cost and expense of Grantor) to (a) terminate, release and discharge fully Lender's security interest in all right, title and interest of Grantor (and any applicable assignee thereof) in, to and under all of the Released Intellectual Property Collateral, (b) reassign and transfer any right, title and interest that Lender may have in the Released Intellectual Property Collateral to Grantor (or such assignee, as applicable) all without recourse to, or warranty by, Lender of any kind and (c) perfect, register or record the rights of Grantor (and any applicable assignee) to the Released Intellectual Property Collateral.

This Release may be executed in counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement. The words "include", "including" and variations thereof will be deemed to be followed by the words "without limitation". The use of "or" will not be deemed to be exclusive. If any provision of this Release is, for any reason, held to be invalid or unenforceable, the other provisions of this Release will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. This Release and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the internal laws of California, without regard to conflicts of laws principles.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Release as of the date written below.

Made this 17th day of March 2017.

SILICON VALLEY BANK

By: Mark Turk

Name: Mark Turk

Title: Managing Director

MODCLOTH, INC.

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties have executed this Release as of the date written below.

Made this 17th day of March 2017.

SILICON VALLEY BANK

By: _____

Name: _____

Title: _____

ModCloth, Inc.


By:  _____

Name: Matt Kaness

Title: CEO

SCHEDULE A

Certain Trademarks and Trademark Applications

| Trademark | Jurisdiction | Status | Application Number | Application Date | Registration Number | Registration Date |
|-----------------------------------------------------------------------------------------------------|--------------|------------|--------------------|------------------|---------------------|-------------------|
| MODCLOTH | U.S. Federal | Pending | 86630419 | 14-MAY-2015 | | |
| HIGH DIVE | U.S. Federal | Registered | 86178690 | 29-JAN-2014 | 4724982 | 21-APR-2015 |
|  Stylist Design | U.S. Federal | Registered | 86087316 | 09-OCT-2013 | 4525865 | 06-MAY-2014 |
| ModCloth | U.S. Federal | Registered | 86074468 | 25-SEP-2013 | 4525601 | 06-MAY-2014 |
| 349 | U.S. Federal | Registered | 85894091 | 03-APR-2013 | 5091417 | 29-NOV-2016 |
| LINDY HOP | U.S. Federal | Registered | 85821646 | 11-JAN-2013 | 4361561 | 02-JUL-2013 |
| BRACEFAST FOR DINNER | U.S. Federal | Pending | 85804438 | 17-DEC-2012 | | |
| MYRTLEWOOD | U.S. Federal | Registered | 85804434 | 17-DEC-2012 | 4408596 | 24-SEP-2013 |
| AUFOND | U.S. Federal | Registered | 85793877 | 04-DEC-2012 | 4625495 | 21-OCT-2014 |
| GRAHAM STREET SHOE CO | U.S. Federal | Registered | 85774657 | 08-NOV-2012 | 4445016 | 03-DEC-2013 |
| BE THE STYLIST | U.S. Federal | Registered | 85711166 | 23-AUG-2012 | 4404597 | 17-SEP-2013 |
| FERVOUR | U.S. Federal | Registered | 85643491 | 05-JUN-2012 | 4506143 | 01-APR-2014 |
| MODSTYLISTS | U.S. Federal | Registered | 85635019 | 24-MAY-2012 | 4272302 | 08-JAN-2013 |
| MAKE THE CUT | U.S. Federal | Registered | 85635023 | 24-MAY-2012 | 4272303 | 08-JAN-2013 |
| GEODE | U.S. Federal | Registered | 85635022 | 24-MAY-2012 | 4329422 | 30-APR-2013 |
| BE THE BUYER | U.S. Federal | Registered | 77839786 | 01-OCT-2009 | 3787417 | 11-MAY-2010 |
|  M | U.S. Federal | Registered | 77707525 | 06-APR-2009 | 3766378 | 30-MAR-2010 |
| MODCLOTH  | U.S. Federal | Registered | 77707645 | 06-APR-2009 | 3766379 | 30-MAR-2010 |
| MODCLOTH ModCloth | U.S. Federal | Registered | 77668897 | 12-FEB-2009 | 3760045 | 16-MAR-2010 |

| Trademark | Jurisdiction | Status | Application Number | Application Date | Registration Number | Registration Date |
|-----------------------|----------------------------------------------|------------|--------------------|------------------|---------------------|-------------------|
| MODCLOTH | Canada | Registered | 1657841 | 24-DEC-2013 | TMA929019 | 02-DEC-2013 |
| MODCLOTH | European Community | Registered | 14552335 | 11-SEP-2015 | 14552335 | 27-JAN-2016 |
| ModCloth | International Register | Registered | A0039565 | 02-DEC-2013 | 1189192 | 02-DEC-2013 |
| MODCLOTH | Australia | Registered | A0039565 | 02-DEC-2013 | 1189192 | 02-DEC-2013 |
| BE THE BUYER | International Registration – Madrid Protocol | Registered | A0034236 | 21-FEB-2013 | 1156979 | 21-FEB-2013 |
| BE THE BUYER | United Kingdom | Registered | A0034236 | 21-FEB-2013 | 1156979 | 21-FEB-2013 |
| BE THE DESIGNER | U.S. Federal | Abandoned | 85546391 | 17-FEB-2012 | | |
| BEA & DOB BY MODCLOTH | U.S. Federal | Registered | 85981100 | 07-FEB-2013 | 4503304 | |
| BEA & DOB BY MODCLOTH | U.S. Federal | Abandoned | 85844152 | 07-FEB-2013 | | |
| BE THE BUYER | European Community | Registered | A0034236 | 21-FEB-2013 | 1156979 | 21-FEB-2013 |