

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM420632

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bluefly Acquisition, LLC		03/07/2017	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	CLEARLAKE CAPITAL PARTNERS II (MASTER), L.P.		
Street Address:	233 Wilshire Boulevard		
Internal Address:	Suite 800		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90401		
Entity Type:	Limited Partnership: DELAWARE		
Name:	CLEARLAKE CAPITAL PARTNERS III (MASTER), L.P.		
Street Address:	233 Wilshire Boulevard		
Internal Address:	Suite 800		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90401		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4640964	BF	
Registration Number:	4737779	BLUE FLY BF	
Registration Number:	4223135	FLY AND MIGHTY	
Registration Number:	4199995	BELLE AND CLIVE	
Registration Number:	4219316	COLETTE NICOLAI	
Registration Number:	2769397	BLUEFLY	
Registration Number:	2427015	FLYPAPER	
Registration Number:	2579760	BLUEFLY	
Registration Number:	4602437	HADLEY & JAMES	
CORRESPONDENCE DATA			

CH \$240.00 4640964

Fax Number:

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.

Email: uspt@polsinelli.com

Correspondent Name: Andrea Porterfield

Address Line 1: 900 West 48th Place

Address Line 4: Kansas City, MISSOURI 64112

ATTORNEY DOCKET NUMBER:	087845-554934
NAME OF SUBMITTER:	Andrea M. Porterfield
SIGNATURE:	/Andrea Porterfield/
DATE SIGNED:	03/22/2017

Total Attachments: 7

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source=SecurityAgreement#page6.tif
source=SecurityAgreement#page7.tif

EXECUTION VERSION

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "*Trademark Security Agreement*") is made as of this 7th day of March, 2017, between BLUEFLY ACQUISITION, LLC, a Delaware limited liability company ("*Grantor*"), and CLEARLAKE CAPITAL PARTNERS II (MASTER), L.P., a Delaware limited partnership ("*CCP II*") and CLEARLAKE CAPITAL PARTNERS III (MASTER), L.P., a Delaware limited partnership ("*CCP III*" and together with CCP II, the "*Lender*").

WITNESSETH:

WHEREAS, Lender has extended credit to Grantor pursuant to that certain Term Note dated as of even date herewith (the "*Note*");

WHEREAS, in connection with the foregoing, Grantor is executing and delivering that certain General Security Agreement, dated as of the date hereof, made by the Grantor in favor of Lender (the "*Security Agreement*"); and

WHEREAS, to further induce the Lender to extend credit to the Grantor, Grantor intends to grant to Lender a security interest in the Grantor's Trademark Collateral (as defined below).

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 Note, or if not defined in the Note, in the Security Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby grants to Lender, a continuing first priority security interest in all of 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 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 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 Grantor shall not be deemed to have granted a security interest in, (a) unless otherwise expressly granted pursuant to any other Credit Document, any rights or interests in any license, lease, contract, or agreement to which 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 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 Grantor, to Lender or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Grantor.

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

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new Trademarks or Licenses for Trademarks, this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Lender with respect to any such new Trademarks or Licenses for Trademarks. Without limiting Grantor's obligations under this Section 5, Grantor hereby authorizes Lender unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new Trademarks or Licenses for Trademarks of 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 Lender'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 Credit 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.

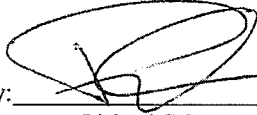
7. **CONSTRUCTION.** Unless the context of this Trademark Security Agreement or any other Credit Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" 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 Credit Document refer to this Trademark Security Agreement or such other Credit Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Credit 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 Credit 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 Credit 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.

[Remainder of page intentionally left blank; signature page follows.]

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.

GRANTOR:

BLUEFLY ACQUISITION, LLC,
a Delaware limited liability company

By: 
Name: Richard Cohen
Title: Manager

ACKNOWLEDGED AND AGREED TO:

CLEARLAKE CAPITAL PARTNERS II (MASTER), L.P.

By: Clearlake Capital Partners II GP, L.P.
its General Partner

By: Clearlake Capital Partners, LLC
its General Partner

By: CCG Operations, LLC
its Managing Member

By: _____
Name: Behdad Eghbali
Title: Manager

CLEARLAKE CAPITAL PARTNERS III (MASTER), L.P.

By: Clearlake Capital Partners III GP, L.P.
its General Partner

By: Clearlake Capital Partners, LLC
its General Partner

By: CCG Operations, LLC
its Managing Member

By: _____
Name: Behdad Eghbali
Title: Manager

[Signature Page to Trademark Security Agreement]

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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.

GRANTOR:

BLUEFLY ACQUISITION, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

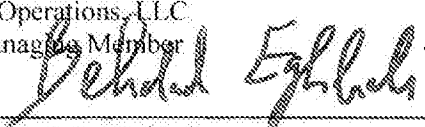
ACKNOWLEDGED AND AGREED TO:

CLEARLAKE CAPITAL PARTNERS II (MASTER), L.P.

By: Clearlake Capital Partners II GP, L.P.
its General Partner

By: Clearlake Capital Partners, LLC
its General Partner

By: CCG Operations, LLC
its Managing Member

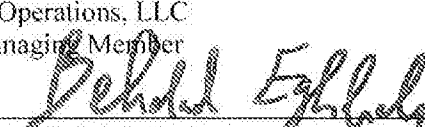
By: 
Name: Behdad Eghbali
Title: Manager

CLEARLAKE CAPITAL PARTNERS III (MASTER), L.P.

By: Clearlake Capital Partners III GP, L.P.
its General Partner

By: Clearlake Capital Partners, LLC
its General Partner

By: CCG Operations, LLC
its Managing Member

By: 
Name: Behdad Eghbali
Title: Manager

[Signature Page to Trademark Security Agreement]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trade mark name	Trade mark office	Application number / Registration number
BF	US	86252323 / 4640964
BLUE FLY BF	US	86252320 / 4737779
BLUEFLY	CA	1109089-00 / TMA630657
BELLE AND CLIVE	EM	010716967 / 010716967
BLUEFLY	EM	001796218 / 001796218
BELLE AND CLIVE	CA	1569302-00 / TMA899820
FLY AND MIGHTY	US	85427960 / 4223135
BELLE AND CLIVE	US	85429665 / 4199995
COLETTE NICOLAI	US	85438060 / 4219316

Trademark Security Agreement

BLUEFLY US 75499951 / 2769397

FLYPAPER US 75942461 / 2427015

BLUEFLY US 75981821 / 2579760

HADLEY & JAMES US 85923247 / 4602437