

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM444553

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ART.COM, INC.		08/21/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PACIFIC WESTERN BANK		
<b>Street Address:</b>	406 BLACKWELL STREET		
<b>Internal Address:</b>	SUITE 240		
<b>City:</b>	DURHAM		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27701		
<b>Entity Type:</b>	STATE CHARTERED BANK: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4325873	WE ARE ART	
<b>Registration Number:</b>	4302804	ART CIRCLES	
<b>Registration Number:</b>	3611284	ALLPOSTERS	
<b>Registration Number:</b>	2651217	ALLPOSTERS.COM	
<b>Registration Number:</b>	4785778	SWITCHART	
<b>Registration Number:</b>	4785771	SWITCHART	
<b>Registration Number:</b>	3601346	ART.COM	
<b>Registration Number:</b>	4767466	ART. COM	
<b>Registration Number:</b>	5163766	ART. COM	
<b>Registration Number:</b>	2586749	ART.COM	
<b>Serial Number:</b>	86617936	KLIO	
<b>Registration Number:</b>	5115263	KLIO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9193541278		
<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>			
<b>Phone:</b>	919-314-3086		
<b>Email:</b>	diligencereview@square1bank.com		

CH \$315.00 4325873

**Correspondent Name:** PACIFIC WESTERN BANK  
**Address Line 1:** 406 BLACKWELL STREET  
**Address Line 2:** SUITE 240  
**Address Line 4:** DURHAM, NORTH CAROLINA 27701

**NAME OF SUBMITTER:** NICHOLAS NANCE

**SIGNATURE:** /NICHOLASNANCE/CCD

**DATE SIGNED:** 09/26/2017

**Total Attachments: 8**

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## AMENDED AND RESTATED

### INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of August 21, 2017 by and between PACIFIC WESTERN BANK ("*Bank*") and ART.COM, INC., a Delaware corporation ("*Grantor*").

#### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation 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 April 14, 2016, (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Extension of credit by the Bank pursuant to the Loan Agreement is subject to the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. 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 its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

#### AGREEMENT

To secure all of its present and future indebtedness, liabilities and obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, 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 (as limited by the definition of Collateral) (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof (collectively, "Intellectual Property Collateral").

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan

Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.


Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights of Grantor which are registered with or subject to an application filed with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

**SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Grantor:

ART.COM, INC.

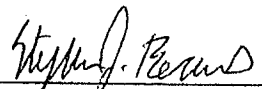
By   
Name Chuck Kurth  
Title CFO

Address of Grantor:

2100 Powell Street, 13<sup>th</sup> Floor  
Emeryville, CA 94608

Bank:

PACIFIC WESTERN BANK

By   
Name Stephen J. Peters  
Title Vice President

Address of Bank:

406 Blackwell Street, Suite 240  
Durham, NC 27701  
Attn: Loan Documentation Department

**EXHIBIT A**  
**COPYRIGHTS**

<b>Description</b>	<b>Registration Number</b>	<b>Registration Date</b>
Allposters.com Website - Descriptions	TX0007351583	12/21/10
Art.com Website – Descriptions	TX0007351610	12/21/10
<a href="http://www.artistrising.com">www.artistrising.com</a>	TX0007521206	8/27/10
Don't Believe the Internet Lincoln Design	VA 1-969-237	8/25/2015
LV-426 Retro Travel	VA 1-968-949	8/25/2015
Clean Bathrooms Ladies and Gentleman	VA 1-968-954	8/25/2015
You Shall Not Pass Design	VA 1-968-960	8/25/2015
Keep Calm and Code On	VA 1-968-940	8/25/2015
Cannot Live Without Books Design	VA 1-968-961	8/25/2015
Gallifrey Retro Travel	VA 1-968-964	8/25/2015
Godric's Hollow Retro Travel	VA 1-968-965	8/25/2015
Create Retro Typewriter	VA 1-968-972	8/25/2015
Room Without Books Design	VA 1-968-938	8/25/2015
Columbia Retro Travel	VA 1-968-973	8/25/2015
Rapture Retro Travel	VA 1-968-976	8/25/2015
New New York Retro Travel	VA 1-968-953	8/25/2015
Dagobah Fantasy Travel	VA 1-968-947	8/25/2015
Citadel Retro Travel	VA 1-968-951	8/25/2015
Sunnydale Retro Travel	VA 1-968-959	8/25/2015
Endor Retro Travel	VA 1-968-962	8/25/2015
Tatooine Retro Travel	VA 1-968-939	8/25/2015
West Egg Retro Travel	VA 1-968-955	8/25/2015

<b>Description</b>	<b>Registration Number</b>	<b>Registration Date</b>
Hyrule Retro Travel	VA 1-968-944	8/25/2015
Relax Retro Sunglasses	VA 1-968-975	8/25/2015
King's Landing Retro Travel	VA 1-968-967	8/25/2015
Winterfell Retro Travel	VA 1-968-966	8/25/2015
Mushroom King Retro Travel	VA 1-968-945	8/25/2015
Springfield Retro Travel	VA 1-968-942	8/25/2015
Eddie Would Go	VA 1-968-943	8/25/2015
Build a Death Star	VA 1-968-941	8/25/2015

**EXHIBIT B****PATENTS**

<b>Description</b>	<b>Registration OR Serial Number</b>	<b>Registration OR Filing Date</b>
Natural Framing System	7,973,796	7/5/11
Methods and System for Image Discovery via Navigation of Dimensions	8,671,025	3/11/14
Methods and System for Image Discovery via Navigation of Dimensions	14/139,623	12/23/13
Method and System for Wiring a Picture Frame and Generating Templates to Hang Picture Frames in Various Layouts	9,351,594	05/31/16
Discovering and Presenting Décor Harmonized With a Décor Style	9,292,162	3/22/16
Discovering and Presenting Décor Harmonized With a Décor Style	9,465,512	10/11/16
Discovering and Presenting Décor Harmonized With a Décor Style	9,483,158	11/01/16
Magnetic Print Art	62/060,306	10/6/14
Magnetic Print Art	14/873,888	10/2/15



<b>Description</b>	<b>Registration OR Serial Number</b>	<b>Registration OR Filing Date</b>
Methods and Systems for Harmonizing a Décor Scheme	14/591,466	1/7/15
Mapping Décor Accessories to a Color Palette	14/567,149	12/11/14
Digital Art Systems and Methods	14/639,844	3/5/15
Digital Art Systems and Methods	14/639,873	3/5/15
Digital Art Systems and Methods	14/639,880	3/5/15
Tools for Creating Digital Art	14/668,875	3/25/15
Triangular Shipping Container	14/789,865	7/1/15
Session Hand-Off for Mobile Applications	14/964,513	12/9/15
Method and System for Wiring a Picture Frame and Generating Templates to Hang Pictures in Various Layouts	15/089,470	04/01/16

**EXHIBIT C**  
**TRADEMARKS**

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
<u>WE ARE ART</u>	<u>Reg 4325873</u>	<u>Registered April 23, 2013.</u>
<u>ART CIRCLES</u>	<u>Reg 4302804</u>	<u>Registered March 12, 2013.</u>
<u>ALLPOSTERS</u>	<u>Reg 3611284</u>	<u>Registered April 28, 2009.</u>
<u>AllPosters.com</u>	<u>Reg 2651217</u>	<u>Registered November 19, 2002.</u>
<u>SWITCHART</u>	<u>Reg 4785778</u>	<u>Registered August 4, 2015.</u>
<u>SWITCHART</u>	<u>Reg 4785771</u>	<u>Registered August 4, 2015.</u>
<u>ART.COM</u>	<u>Reg 3601346</u>	<u>Registered April 7, 2009.</u>
<u><b>ART. COM</b></u>	<u>Reg 4767466</u>	<u>Registered July 7, 2015.</u>
<u><b>ART. COM</b></u>	<u>Reg 5163766</u>	<u>Registered March 21, 2017.</u>
<u>ART.COM</u>	<u>Reg 2586749</u>	<u>Registered on Supplemental Register on June 25, 2002.</u>
<u>KLIO</u>	<u>App 86617936</u>	<u>Pending: filed May 2, 2015.</u>
<u>KLIO</u>	<u>Reg 5115263</u>	<u>Registered January 3, 2017.</u>