

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM451594

| | | | |
|-----------------------------------|----------------------------------|--------------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| TRUE FIT CORPORATION | | 11/16/2017 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | PACIFIC WESTERN BANK | | |
| Street Address: | 406 Blackwell Street | | |
| Internal Address: | Suite 240 | | |
| City: | Durham | | |
| State/Country: | NORTH CAROLINA | | |
| Postal Code: | 27701 | | |
| Entity Type: | STATE CHARTERED BANK: CALIFORNIA | | |
| PROPERTY NUMBERS Total: 23 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5288892 | TRUE FIT GENOME | |
| Registration Number: | 5175386 | TRUE OMNI | |
| Registration Number: | 5089966 | T | |
| Registration Number: | 5089965 | DISCOVERY ENGINE | |
| Registration Number: | 5089964 | CONFIDENCE ENGINE | |
| Registration Number: | 4851499 | TRUE FIT RECOMMENDATION ENGINE | |
| Registration Number: | 4822285 | BE TRUE. SHARE TRUE. | |
| Registration Number: | 4795599 | E-CONFIDENCE | |
| Registration Number: | 4507543 | FIT TO A T | |
| Registration Number: | 4507542 | KNOW IT FITS BEFORE IT SHIPS | |
| Registration Number: | 4285660 | TRUE FIT | |
| Registration Number: | 4453220 | T | |
| Registration Number: | 4321682 | TRUE FIT BRAND ACCELERATOR | |
| Registration Number: | 4422390 | TRUE FIT SIZE | |
| Registration Number: | 4187467 | BROWSE AND BUY. TRUE TO YOU. | |
| Registration Number: | 4191377 | SHOP TRUE TO YOU | |
| Registration Number: | 4183942 | TRUE TO YOU | |
| Registration Number: | 4191376 | TRUED | |

CH \$590.00 5288892

| Property Type | Number | Word Mark |
|----------------------|----------|--------------------|
| Registration Number: | 4191375 | TRUING UP |
| Registration Number: | 3892043 | FIND YOUR TRUE FIT |
| Registration Number: | 4210475 | TRUE FIT |
| Registration Number: | 4280126 | MY TRUE FIT |
| Serial Number: | 86942009 | TRUE INSIGHT |

CORRESPONDENCE DATA

Fax Number: 9193541278

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: 919-314-3086

Email: diligencereview@square1bank.com

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-TKF/ |
| DATE SIGNED: | 11/20/2017 |

Total Attachments: 6

source=Intellectual Property Security Agreement 11-16-17#page1.tif

source=Intellectual Property Security Agreement 11-16-17#page2.tif

source=Intellectual Property Security Agreement 11-16-17#page3.tif

source=Intellectual Property Security Agreement 11-16-17#page4.tif

source=Intellectual Property Security Agreement 11-16-17#page5.tif

source=Intellectual Property Security Agreement 11-16-17#page6.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of November 16, 2017, by and between PACIFIC WESTERN BANK, a California state chartered bank ("*Bank*") and TRUE FIT CORPORATION, a Delaware corporation ("*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 June 22, 2015 (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. Bank is willing to extend and to continue to extend financial accommodations to Grantor, but only upon 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 its 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 (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 in connection to which Grantor has registered or filed an application 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:

Address of Grantor:

800 W. Cummings Park, Suite 6400
Woburn, MA 01801

TRUE FIT CORPORATION

By: Chuck Badaracco

Name: CHUCK BADARACCO

Title: CEO Treasurer

BANK:

Address of Bank:

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

PACIFIC WESTERN BANK

By: Ben Patten

Name: Ben Patten

Title: SVP

EXHIBIT A
COPYRIGHTS

| <u>Description</u> | <u>Registration Number</u> | <u>Registration Date</u> |
|--------------------|----------------------------|--------------------------|
| NONE | | |
| | | |
| | | |
| | | |

EXHIBIT B**PATENTS**

| <u>Description</u> | <u>Patent Application No./Issued Patent No.</u> | <u>Application/Issue Date</u> |
|---|--|--|
| System and method for providing customers with personalized information about products | 8762292 | 6/24/2014 |
| Fit recommendation via collaborative inference | 8478663 | 7/2/2013 |
| System and method for providing customers with personalized information about products | 14273282 | 5/8/2014 |
| Fit recommendation via collaborative inference | 14254297 | 4/16/2014 |
| Enabling proxy shopping | 13192644 | 7/28/2011 |
| Determining a likelihood of suitability based on historical data | 13192576 | 7/28/2011 |
| System, method and article of manufacture for automated fit and size predictions | 6665577 | 12/6/2003 |
| Apparel size service | 7421306 | 9/2/2008 |
| System and method for comparative sizing between a well-fitting source item and a target item | 8095426 | 1/10/2012 |

EXHIBIT C
TRADEMARKS

| Description | Registration/Serial Number | Registration/ Application Date |
|--------------------------------|---------------------------------------|---|
| True Fit Genome | 5288892 | 9/19/2017 |
| True Omni | 5175386 | 4/4/2017 |
| True Insight | 86942009 | 3/16/2016 |
| T | 5089966 | 11/29/2016 |
| Discovery Engine | 5089965 | 11/29/2016 |
| Confidence Engine | 5089964 | 11/29/2016 |
| True Fit Recommendation Engine | 4851499 | 11/10/2015 |
| Be True. Share True. | 4822285 | 9/29/2015 |
| E-Confidence | 4795599 | 8/15/2015 |
| Fit to a T | 4507543 | 4/1/2014 |
| Know it Fits Before it Ships | 4507542 | 4/1/2014 |
| True Fit | 4285660 | 2/5/2013 |
| T | 4453220 | 12/24/2013 |
| True Fit Brand Accelerator | 4321682 | 4/16/2013 |
| True Fit Size | 4422390 | 10/22/2013 |
| Browse and Buy. True to You. | 4187467 | 8/7/2012 |
| Shop True to You | 4191377 | 8/14/2012 |
| True to You | 4183942 | 7/31/2012 |
| Trued | 4191376 | 8/14/2012 |
| Truing Up | 4191375 | 8/14/2012 |
| Find Your True Fit | 3892043 | 12/21/2010 |
| True Fit | 4210475 | 9/18/2012 |
| My True Fit | 4280126 | 1/22/2013 |