

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM468065

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DRAPER JAMES, LLC		03/26/2018	Limited Liability Company: 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: 5			
Property Type	Number	Word Mark	
Registration Number:	5140892	DRAPER JAMES	
Registration Number:	5093769	TOTES Y'ALL	
Registration Number:	5033259	DJ DRAPER JAMES GRACE & CHARM	
Registration Number:	5013251	DRAPER JAMES	
Registration Number:	4801242	DJ	
CORRESPONDENCE DATA			
Fax Number:	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>			
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-CCD/		
DATE SIGNED:	04/02/2018		

CH \$140.00 5140892

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of March 26, 2018 by and between PACIFIC WESTERN BANK ("Bank") and DRAPER JAMES, LLC ("Grantor").

RECITALS

A. Bank has made certain advances of money and extended 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 as of November 18, 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. As a condition to entering into that certain Forbearance Agreement and Third Amendment to Loan and Security Agreement between the parties dated on or about March 26, 2018, Bank has requested, and 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 (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:

DRAPER JAMES, LLC


By 
Name Toniae Ross
Title President (EO)

Address of Grantor:

33 E. 33rd St.
New York, NY 10016

Bank:

PACIFIC WESTERN BANK

By 
Name ALEXANDER ADORATO
Title SVP

Address of Bank:

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

[Signature Page—Intellectual Property Security Agreement]

EXHIBIT A
COPYRIGHTS

Description	Registration Number	Registration Date
None.		

EXHIBIT B

PATENTS

Description	Registration OR Serial Number	Registration OR Filing Date
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EXHIBIT C
TRADEMARKS

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
DRAPER JAMES	5140892	February 14, 2017
TOTES Y'ALL	5093769	December 6, 2016
DJ DRAPER JAMES GRACE & CHARM	5033259	August 30, 2016
DRAPER JAMES	5013251	August 2, 2016
DJ	4801242	August 25, 2015