

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM467785

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ART.COM, INC.		03/29/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HERCULES CAPITAL, INC., AS ADMINISTRATIVE AND COLLATERAL AGENT		
<b>Street Address:</b>	400 HAMILTON AVENUE, SUITE 310		
<b>City:</b>	PALO ALTO		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94301		
<b>Entity Type:</b>	Corporation: MARYLAND		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	5115263	KLIO	
Registration Number:	4785771	SWITCHART	
Registration Number:	4785778	SWITCHART	
Registration Number:	5163766	ART. COM	
Registration Number:	4767466	ART. COM	
Registration Number:	4325873	WE ARE ART	
Registration Number:	4302804	ART CIRCLES	
Registration Number:	3611284	ALLPOSTERS	
Registration Number:	3601346	ART.COM	
Registration Number:	2651217	ALLPOSTERS.COM	
Registration Number:	2586749	ART.COM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7147558290		
<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>Email:</b>	IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM		
<b>Correspondent Name:</b>	LATHAM & WATKINS LLP		
<b>Address Line 1:</b>	650 TOWN CENTER DRIVE, 20TH FLOOR		
<b>Address Line 4:</b>	COSTA MESA, CALIFORNIA 92626		

OP \$290.00 5115263

<b>ATTORNEY DOCKET NUMBER:</b>	054809-0033
<b>NAME OF SUBMITTER:</b>	KRISTIN J AZCONA
<b>SIGNATURE:</b>	/KJA/
<b>DATE SIGNED:</b>	03/29/2018

**Total Attachments: 10**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT** (“Agreement”) dated as of March 29, 2018, is made by ART.COM, INC., a Delaware corporation (the “Grantor”), in favor of HERCULES CAPITAL, INC., a Maryland corporation (“Agent”), in its capacity as administrative agent and collateral agent for itself and the Lender (as defined below).

### RECITALS

A. Grantor has entered into a Loan and Security Agreement with the several banks and other financial institutions or entities from time to time parties thereto (collectively, referred to as “Lender”) and Agent, administrative agent and collateral agent for itself and the Lender, dated as of the date hereof (as amended, restated, or otherwise modified from time to time, the “Loan Agreement”). All capitalized terms used but not defined herein shall have the respective meanings given to them in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Agent for its benefit and the benefit of the Lenders 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, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Agent for its benefit and the benefit of the Lenders a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions, re-examination

certificates, utility models, and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “Patents”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “Trademarks”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “Mask Works”);

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the foregoing, the Intellectual Property Collateral does not include any “intent to use” trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, provided, that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use of an intent-to-use trademark application pursuant to 15 U.S.C. Section 1060(a) (or any successor provision) such intent-to-use application shall constitute Collateral.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Agent.

Grantor hereby authorizes Agent to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Agent with respect to the Intellectual

Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which when so delivered shall be deemed an original, but all of which counterparts shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile, portable document format (.pdf) or other electronic transmission will be as effective as delivery of a manually executed counterpart hereof.

5. Successors and Assigns. The provisions of this Agreement shall inure to the benefit of the parties hereto and their respective successors and assigns. Grantor shall not assign its obligations under this Agreement without Agent's express prior written consent, and any such attempted assignment shall be void and of no effect. Agent may assign, transfer, or endorse its rights hereunder pursuant to the terms of the Loan Agreement without prior notice to Grantor, and all of such rights shall inure to the benefit of Agent's successors and assigns.


6. Governing Law. This Agreement has been negotiated and delivered to Agent in the State of California, and shall have been accepted by Agent in the State of California. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction.

*[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: Charles R. Kurth

Title: Chief Financial Officer

**AGENT:**

**HERCULES CAPITAL, INC., as Agent**

By: \_\_\_\_\_

Title: \_\_\_\_\_

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:**

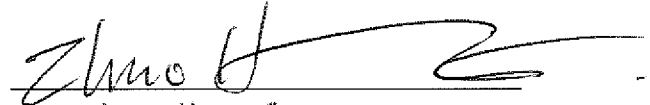
**ART.COM, INC.**

\_\_\_\_\_  
By: \_\_\_\_\_

Title: \_\_\_\_\_

**AGENT:**

**HERCULES CAPITAL, INC., as Agent**



By: Zhud Huang

Title: Associate General Counsel

## EXHIBIT A

### Copyrights

Claimant	Title	Copyright No.	Date
Art.com, Inc.	Allposters.com Website - Descriptions.	TX0007351583	2008
Art.com, Inc.	Art.com Website - Descriptions.	TX0007351610	2008
Art.com, Inc.	Www.artistrising.com.	TX0007521206	2010
Art.com, Inc.	Room Without Books Design.	VA0001968938	2013
Art.com, Inc.	Tatooine Retro Travel.	VA0001968939	2013
Art.com, Inc.	Keep Calm and Code On.	VA0001968940	2012
Art.com, Inc.	Build a Death Star.	VA0001968941	2012
Art.com, Inc.	Springfield Retro Travel.	VA0001968942	2013
Art.com, Inc.	Eddie Would Go.	VA0001968943	2013
Art.com, Inc.	Hyrule Retro Travel.	VA0001968944	2013
Art.com, Inc.	Mushroom King Retro Travel.	VA0001968945	2014
Art.com, Inc.	Dagobah Fantasy Travel.	VA0001968947	2013
Art.com, Inc.	LV-426 Retro Travel.	VA0001968949	2013
Art.com, Inc.	Citadel Retro Travel.	VA0001968951	2013
Art.com, Inc.	New New York Retro Travel.	VA0001968953	2013
Art.com, Inc.	Clean Bathrooms Ladies and Gentleman.	VA0001968954	2010
Art.com, Inc.	West Egg Retro Travel.	VA0001968955	2013
Art.com, Inc.	Sunnydale Retro Travel.	VA0001968959	2012
Art.com, Inc.	You Shall Not Pass Design.	VA0001968960	2012
Art.com, Inc.	Cannot Live Without Books Design.	VA0001968961	2012
Art.com, Inc.	Endor Retro Travel.	VA0001968962	2013
Art.com, Inc.	Gallifrey Retro Travel.	VA0001968964	2013
Art.com, Inc.	Godric's Hollow Retro Travel.	VA0001968965	2013
Art.com, Inc.	Winterfell Retro Travel.	VA0001968966	2013
Art.com, Inc.	King's Landing Retro Travel.	VA0001968967	2013
Art.com, Inc.	Create Retro Typewriter.	VA0001968972	2013
Art.com, Inc.	Columbia Retro Travel.	VA0001968973	2013
Art.com, Inc.	Relax Retro Sunglasses.	VA0001968975	2013
Art.com, Inc.	Rapture Retro Travel.	VA0001968976	2013
Art.com, Inc.	Don't Believe the Internet Lincoln Design.	VA0001969237	2012




## **EXHIBIT B**

### **Patents**

<b>Title</b>	<b>Application Number Application Date</b>	<b>Publication Number Publication Date</b>	<b>Owner</b>
Digital Art Systems And Methods	US14639880 3/5/2015	US9715336 7/25/2017	ART.COM, INC.
Digital Art Systems And Methods	US14639873 3/5/2015	US20150178955 6/25/2015	ART.COM, INC.
Digital Art Systems And Methods	US14639844 3/5/2015	US20150178315 6/25/2015	ART.COM, INC.
Discovering And Presenting Décor Harmonized With A Décor Style	US14030967 9/18/2013	US9483158 11/1/2016	ART.COM, INC.
Discovering And Presenting Décor Harmonized With A Décor Style	US14030931 9/18/2013	US9465512 10/11/2016	ART.COM, INC.
Discovering And Presenting Décor Harmonized With A Décor Style	US14030913 9/18/2013	US9292162 3/22/2016	ART.COM, INC.
Mapping Décor Accessories To A Color Palette	US14567149 12/11/2014	US9798743 10/24/2017	ART.COM, INC.
Method And System For Image Discovery Via Navigation Of Dimensions	US13091545 4/21/2011	US8671025 3/11/2014	ART.COM, INC.
Method And System For Image Discovery Via Navigation Of Dimensions	US14139623 12/23/2013	US20140122283 5/1/2014	ART.COM, INC.
Method And System For Wiring A Picture Frame And Generating Templates To Hang Picture Frames In Various Layouts	US13831589 3/15/2013	US9351594 5/31/2016	ART.COM, INC.
Method And System For Wiring A Picture Frame And Generating Templates To Hang Picture Frames In Various Layouts	US15089470 4/1/2016	US20160216096 7/28/2016	ART.COM, INC.
Methods And Systems For Harmonizing A Décor Scheme	US14591466 1/7/2015	US20160196600 7/7/2016	ART.COM, INC.
Natural Framing System	US2007807238 5/25/2007	US7973796 7/5/2011	ART.COM, INC.
Session Hand-Off For Mobile Applications	US14964513 12/9/2015	US20170171322 6/15/2017	ART.COM, INC.
Tools For Creating Digital Art	US14668875 3/25/2015	US20150199835 7/16/2015	ART.COM, INC.
Triangular Shipping Container	US14789865 7/1/2015	US9682792 6/20/2017	ART.COM, INC.

## EXHIBIT C

### Trademarks

Trademark	Database	Status	Application Number Application Date	Registration Number Registration Date	Owner
ARTVIEW	U.S. Federal	Pending Intent To Use	87731194 12/21/2017		ART.COM, INC.
ARTIFY	U.S. Federal	Pending Intent To Use	87710010 12/6/2017		ART.COM, INC.
EXPRESSIONLAB	U.S. Federal	Published (Pending) Intent To Use	87493496 6/16/2017		ART.COM, INC.
ARTEDGE	U.S. Federal	Published (Pending) Intent To Use	87473930 6/2/2017		ART.COM, INC.
KLIO	U.S. Federal	Registered	86617933 5/2/2015	5115263 1/3/2017	ART.COM INC.
KLIO	U.S. Federal	Published (Pending) Intent To Use	86617936 5/2/2015		ART.COM, INC.
SWITCHART	U.S. Federal	Registered	86480920 12/15/2014	4785771 8/4/2015	ART.COM, INC.
SWITCHART	U.S. Federal	Registered	86480975 12/15/2014	4785778 8/4/2015	ART.COM, INC.
ART.COM 	U.S. Federal	Registered Section 2(F)	86367977 8/15/2014	5163766 3/21/2017	ART.COM, INC.
ART.COM 	U.S. Federal	Registered Section 2(F)	86367880 8/15/2014	4767466 7/7/2015	ART.COM, INC.
WE ARE ART	U.S. Federal	Registered	85641542 6/2/2012	4325873 4/23/2013	ART.COM, INC.
ART CIRCLES	U.S. Federal	Registered	85620949 5/9/2012	4302804 3/12/2013	ART.COM, INC.
ALLPOSTERS	U.S. Federal	Registered Section 2(F)	77435490 3/31/2008	3611284 4/28/2009	ART.COM, INC.
ART.COM	U.S. Federal	Registered Section 2(F)	77433981 3/28/2008	3601346 4/7/2009	ART.COM, INC.
ALLPOSTERS.COM 	U.S. Federal	Renewed (Registered)	76159269 11/3/2000	2651217 11/19/2002	ART.COM, INC.
ART.COM	U.S. Federal	Renewed	75879692	2586749	ART.COM, INC

Trademark	Database	Status	Application Number Application Date	Registration Number Registration Date	Owner
		(Registered) Supplemental Register	12/23/1999	6/25/2002	

**EXHIBIT D**

**Mask Works**

**None.**