

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM451804

<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>
CLIQUE BRANDS, INC.		11/21/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SILICON VALLEY BANK		
<b>Street Address:</b>	3003 TASMAN DRIVE		
<b>City:</b>	SANTA CLARA		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95054		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 37</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87440902	MERIT	
<b>Serial Number:</b>	87440889	MERIT	
<b>Serial Number:</b>	87233240	COLLEGE FASHIONISTA	
<b>Serial Number:</b>	87237578	COLLEGE FASHIONISTA	
<b>Serial Number:</b>	87237567	COLLEGE FASHIONISTA	
<b>Registration Number:</b>	5104525	COLLEGE FASHIONISTA	
<b>Serial Number:</b>	86476683	BYRDIE	
<b>Serial Number:</b>	86476695	WHO WHAT WEAR	
<b>Serial Number:</b>	86801195	BYRDIE	
<b>Serial Number:</b>	86801183	BYRDIE	
<b>Serial Number:</b>	86464842	MINED	
<b>Registration Number:</b>	5143399	WHO WHAT WEAR	
<b>Registration Number:</b>	5115741	INF	
<b>Serial Number:</b>	86857721	OBSESSEE	
<b>Serial Number:</b>	86857709	OBSESSEE	
<b>Registration Number:</b>	4662295	COLLEGEDORMISTA	
<b>Registration Number:</b>	4631214	YOUR CAMPUS IS THE RUNWAY	
<b>Registration Number:</b>	4643811	STYLE ON	
<b>Registration Number:</b>	4631213	STYLE GURU	

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Property Type	Number	Word Mark
Registration Number:	4007678	W3 BY WHO WHAT WEAR
Registration Number:	4568953	BYRDIE
Registration Number:	4889907	CLIQUE MEDIA
Serial Number:	85610826	DOMAINE
Registration Number:	4053665	STYLE STALKER
Registration Number:	3735484	COLLEGE FASHIONISTA
Registration Number:	3727026	WHO WHAT WEAR
Serial Number:	87468810	WAVE OF COLOR
Serial Number:	87468816	WAVE OF COLOR
Serial Number:	87512656	CLIQUE BRANDS
Serial Number:	87556941	OBSESSEE
Serial Number:	87556956	OBSESSEE
Serial Number:	87584208	UNDECLARED
Serial Number:	87584213	UNDECLARED
Serial Number:	87584219	UNDECLARED
Serial Number:	87607223	UNDECLARED
Serial Number:	87607233	UNDECLARED
Serial Number:	87607240	UNDECLARED

**CORRESPONDENCE DATA**

Fax Number: 4048853900

*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: 4048853868

Email: rusty.close@troutmansanders.com

Correspondent Name: CHRISTOPHER CLOSE

Address Line 1: TROUTMAN SANDERS LLP

Address Line 2: 600 PEACHTREE STREET NE, SUITE 5200

Address Line 4: ATLANTA, GEORGIA 30308-2216

ATTORNEY DOCKET NUMBER:	220763.002323
NAME OF SUBMITTER:	Christopher C Close, Jr.
SIGNATURE:	/Christopher C. Close Jr./
DATE SIGNED:	11/21/2017

**Total Attachments: 13**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“**Agreement**”) is entered into as of November 21, 2017 by and between SILICON VALLEY BANK, a California corporation (“**Bank**”) and CLIQUE BRANDS, 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 the Effective Date (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). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. 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, 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 Bank 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 or 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 and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto and any patents and patent applications claiming the priority benefit of 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, extensions, 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.

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 Bank.

3. Authorization. Grantor hereby authorizes Bank 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.

4. 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 Bank 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.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., “pdf” or “tif” format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or 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:

CLIQUE BRANDS, INC.

By: B. Schultz  
Name: Brianna Schultz  
Title: SVP, Finance & Operations

BANK:

SILICON VALLEY BANK

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

CLIQUE BRANDS, INC.

By: \_\_\_\_\_  
Name:  
Title:

BANK:

SILICON VALLEY BANK

By: Michaela Brady  
Name: Michaela Brady  
Title: vice president



EXHIBIT A

Copyrights

Description	Registration Number	Application Number	Notes on Ownership
None Identified			

EXHIBIT B

Patents

Description	Application Number	Registration Number
None		

EXHIBIT C

Trademarks

Description	Serial Number	Registration Number
MERIT	87/440,902 (05/08/2017)	
MERIT	87/440,889 (05/08/2017)	
COLLEGE FASHIONISTA	87/233,240 (11/10/2016)	
COLLEGE FASHIONISTA	87/237,578 (11/15/2016)	
COLLEGE FASHIONISTA	87/237,567 (11/15/2016)	
COLLEGE FASHIONISTA		5,104,525 (12/20/2016)
BYRDIE	86/476,683 (12/10/2014)	

Description	Serial Number	Registration Number
WHO WHAT WEAR	86/476,695 (12/10/2014)	
BYRDIE	86/801,195 (10/27/2015)	
BYRDIE	86/801,183 (10/27/2015)	
MINED	86/464,842 (11/25/2014)	
WHO WHAT WEAR		5,143,399 (02/14/2017)
INF		5,115,741 (01/03/2017)
OBSESSEE	86/857,721 (12/22/2015)	
OBSESSEE	86/857,709 (12/22/2015)	

Description	Serial Number	Registration Number
COLLEGEDORMISTA		4,662,295 (12/30/2014)
YOUR CAMPUS IS THE RUNWAY		4,631,214 (11/04/2014)
STYLE ON		4,643,811 (11/25/2014)
STYLE GURU		4,631,213 (11/04/2014)
W3 BY WHO WHAT WEAR		4,007,678 (08/02/2011)
BYRDIE		4,568,953 (07/15/2014)
CLIQUE MEDIA		4,889,907 (01/19/2016)
DOMAINE	85/610,826 (04/27/2012)	

Description	Serial Number	Registration Number
STYLE STALKER		4,053,665 (11/08/2011)
COLLEGE FASHIONISTA		3,735,484 (01/05/2010)
WHO WHAT WEAR		3,727,026 (12/22/2009)
WAVE OF COLOR	87/468,810 (05/30/2017)	
WAVE OF COLOR	87/468,816 (05/30/2017)	
CLIQUE BRANDS	87/512,656 (06/30/2017)	
OBSESSEE	87/556,941 (08/04/2017)	
OBSESSEE	87/556,956 (08/04/2017)	

Description	Serial Number	Registration Number
UNDECLARED	87/584,208 (08/25/2017)	
UNDECLARED	87/584,213 (08/25/2017)	
UNDECLARED	87/584,219 (08/25/2017)	
UNDECLARED	87/607,223 (09/13/2017)	
UNDECLARED	87/607,233 (09/13/2017)	
UNDECLARED	87/607,240 (09/13/2017)	

EXHIBIT D

Mask Works

Description	Application	Registration
None		