

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM484004

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Draper James LLC		05/08/2018	Limited Liability Company; DELAWARE
RECEIVING PARTY DATA			
Name:	Dwight Funding LLC		
Street Address:	250 W. 55th Street		
Internal Address:	30th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4801242	DJ	
Registration Number:	5033259	DJ DRAPER JAMES GRACE & CHARM	
Registration Number:	5093769	TOTES Y'ALL	
Registration Number:	5140892	DRAPER JAMES	
Registration Number:	5013251	DRAPER JAMES	
Serial Number:	87898120	DJ	
CORRESPONDENCE DATA			
Fax Number:	5166636681		
<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:	5166636681		
Email:	smcgrath@rmipc.com		
Correspondent Name:	Sandra McGrath		
Address Line 1:	1425 RXR Plaza, 15th Floor		
Address Line 2:	Sandra McGrath		
Address Line 4:	Uniondale, NEW YORK 11556		
NAME OF SUBMITTER:	Sandra McGrath		
SIGNATURE:	/s/ Sandra McGrath		

DATE SIGNED:

07/31/2018

Total Attachments: 12

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (as amended, amended and restated, joined, extended, supplemented and/or otherwise modified from time to time, this "IP Security Agreement") is made and effective as of May 8, 2018 by **DRAPER JAMES, LLC**, a Delaware limited liability company (the "Grantor"), with a principal address of 33 East 33rd Street, Suite 905, New York, NY 10016, in favor of **DWIGHT FUNDING LLC**, a Delaware limited liability company (the "Lender"), with a principal address of 250 W. 55th Street, 30th Floor, New York, NY 10019. Capitalized terms used in this IP Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the LSA (defined below).

RECITALS

A. Grantor has requested that the Lender from time to time extend credit or otherwise make financial accommodations available to it, including, without limitation, pursuant to the terms of that certain Loan and Security Agreement dated as of even date herewith, between the Grantor and the Lender (as the same may from time to time be amended, restated, supplemented, or otherwise modified from time to time, the "LSA");

B. Under the terms of the LSA and the Other Documents (collectively, the "Loan Documents"), Grantor has granted to Lender, a security interest in substantially all of Grantor's assets, and agrees as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and any other Governmental Body; and

NOW, THEREFORE, in consideration of the willingness of the Lender to enter into the LSA and to agree, subject to the terms and conditions set forth therein, to make the Advances to the Grantor pursuant thereto, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Grant of Security Interest. To secure all of Grantor's Indebtedness under the Loan Documents, Grantor hereby grants to Lender, a continuing security interest in and to all of the right, title and interest of Grantor in and to any and all of the following collateral, whether now owned or hereafter acquired by Grantor (collectively, the "Intellectual Property Collateral");

(a) The U.S and foreign copyrights, associated copyright registrations and applications for copyright registration, set forth on Schedule A attached hereto (collectively, the "Copyrights");

(b) The U.S. and foreign patents and patent applications set forth on Schedule B attached hereto, including, without limitation, divisions, continuations, reissues, extensions and continuations-in-part of the same (collectively, the "Patents");

(c) The U.S., state and foreign trademark and service mark registrations, trademark and service mark applications, and unregistered tradenames and trademarks, set forth on Schedule C attached hereto, including, without limitation, all common-law rights related to,

and goodwill of the business associated with the foregoing (collectively, the "Trademarks");

(d) The domain names and registrations set forth on Schedule D attached hereto and all goodwill associated with the foregoing (collectively, the "Domain Names");

(e) Any and all claims and causes of action for past, present or future infringement of any of the foregoing, with the right, but not the obligation, to sue for and collect damages for infringement of the foregoing;

(f) Any and all licenses or rights granted under any of the foregoing, and all license fees and royalties arising from such licenses or rights, in each case to the extent permitted by such licenses or rights;

(g) Any and all amendments, renewals, extensions, reissuances and replacements of any of the foregoing; and

(h) Any and all products and proceeds of any of the foregoing.

Notwithstanding anything contained in this IP Security Agreement or any of the Loan Documents to the contrary, the term "Intellectual Property Collateral" shall not include any application for trademarks and servicemarks filed in the United States Patent and Trademark Office pursuant to 15 U.S.C. § 1051 Section 1(b), unless and until evidence of the use of such trademark or servicemark in interstate commerce is submitted to the United States Patent and Trademark Office pursuant to 15 U.S.C. § 1051 Section 1(c) or 1(d).

2. Requested Recordation. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authority to which this IP Security Agreement is submitted) file and record this IP Security Agreement (and any corresponding or separate forms of such jurisdiction) in order to publicly reflect the interests of the Lender in the Intellectual Property Collateral.

3. Assignment. Upon the occurrence of an Event of Default, Grantor shall, upon request by the Lender, execute and deliver to the Lender an absolute assignment transferring its entire right, title, and interest in and to the Intellectual Property Collateral to the Lender.

4. Power of Attorney. Grantor hereby irrevocably grants to the Lender a power of attorney to act as Grantor's attorney-in-fact, with full authority in the name, place and stead of Grantor, from time to time in the Lender's reasonable discretion, to take any action and to execute any instrument that the Lender may reasonably deem necessary or advisable to accomplish the purposes of this IP Security Agreement. This authority includes, without limitation, the following:

(a) To modify or amend Schedule A, Schedule B, Schedule C, and/or Schedule D hereof, as appropriate, to include references to any registered Intellectual Property Collateral (or application or license therefor) acquired by Grantor after the execution hereof or to delete any reference to any Intellectual Property Collateral in

which Grantor no longer has or claims any right, title or interest;

(b) Upon the occurrence and during the continuation of an Event of Default, to execute, file and pursue any application, form or other document in order to perfect, maintain, continue or otherwise protect the Lender's interest or Grantor's rights in the Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and (ii) any document in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise; *provided, however*, unless an Event of Default has occurred and is continuing, Lender will not take any actions which result in an assignment or transfer of title of such Intellectual Property Collateral to Lender. Notwithstanding the foregoing, unless an Event of Default has occurred and is continuing, Lender shall not undertake prosecution of any pending patent application listed in Schedule B before the United States Patent and Trademark Office; responsibility for such prosecution of any pending patent application listed on Schedule B shall remain with the Grantor's attorney of record before the United States Patent and Trademark Office;

(c) To execute any document required to acknowledge, register or perfect the interest of Lender in any part of the Intellectual Property Collateral without the signature of Grantor unless prohibited by applicable law; and

(d) Upon the occurrence and during the continuation of an Event of Default, to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Lender in the use of the Intellectual Property Collateral, pursuant to the Loan Agreement, and (ii) take any other actions with respect to the Intellectual Property Collateral as Lender reasonably deems to be in the best interest of itself.

The foregoing power of attorney is coupled with an interest and is irrevocable until the indebtedness secured hereby has been unconditionally and indefeasibly paid and performed in full (other than contingent indemnification obligations for which claims have not been asserted), the LSA has been terminated (except for any obligations designated thereunder as continuing on an unsecured basis) and all commitments of Lender to make Advances have been terminated.

5. Release. Unless otherwise agreed in writing by the parties, the security interests granted herein will terminate (and all rights to the Intellectual Property Collateral will revert to Grantor) upon satisfaction of the following conditions: (a) payment and performance in full of all the Obligations (other than contingent indemnification obligations for which claims have not been asserted) secured hereby unconditionally and indefeasibly and (b) the termination of the Loan Agreement (except for any obligations designated thereunder as continuing on an unsecured basis). Upon any such termination, the Lender (at the Grantor's request and sole expense) will promptly execute and deliver to the Grantor (with such customary representations

and warranties from a secured lender releasing its lien as the Grantor may reasonably request) such documents as the Grantor may reasonably request and as are provided to the Lender to evidence such termination.

6. Newly Applied For or Newly Registered Copyrights, Patents, Trademarks and Domain Names. Until such time as this IP Security Agreement is terminated, Grantor shall provide the Lender prompt written notice of each newly applied for or newly registered Copyrights, Patents, Trademarks and Domain Names (if any) owned by Grantor.

7. Miscellaneous.

(a) This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to Lender under the Loan Documents. The rights and remedies of the Grantor and the Lender with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Loan Documents, all terms and provisions of which are hereby incorporated herein by reference. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Loan Documents, the provisions of the Loan Documents shall govern.

(b) This IP Security Agreement may be executed in multiple counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument. This IP Security Agreement may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (A) may be relied on by each party as if the document were a manually signed original and (B) will be binding on each party for all purposes.

(c) All rights and liabilities hereunder shall be governed and limited by and construed in accordance with the local laws of the State of New York (without regard to New York choice of law or conflicts of law principles).

[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement as of the date first written above.

GRANTOR:

DRAPER JAMES, LLC

By: George Wells
George Wells, Interim CFO

STATE OF New York)
COUNTY OF New York) ss.:

On the 8th day of May, in the year 2018, before me personally came George Wells, to me known, who, being by me duly sworn, did depose and say that he resides at New York City, that he is the Interim CFO of Draper James, LLC, the company described in and which executed the above instrument; and that he signed his name thereto by authority of the members of said company.

Joan Green Marbit
Notary Public

JOAN GREEN MARBIT
Notary Public, State of New York
No. 01MAS004962
Qualified in New York County
Commission Expires November 30, 2018



SIGNATURE PAGE TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT


760131

TRADEMARK
REEL: 006415 FRAME: 0679

Accepted and agreed to in New York, New York, as of the day and year first above written.

LENDER:

DWIGHT FUNDING LLC

By: 
Name: Ben Brachot
Title: Managing Director

SIGNATURE PAGE TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

760151

TRADEMARK
REEL: 006415 FRAME: 0680

SCHEDULE A

COPYRIGHT COLLATERAL

NONE

Schedule A to IP Security Agreement

760151

TRADEMARK
REEL: 006415 FRAME: 0681

SCHEDULE B

PATENT COLLATERAL

NONE

SCHEDULE C

SCHEDULE C

Country	Trademark	Status	Reg. No.	Reg. Date
USA	DJ	Registered	4,801,242	8/25/15
USA	DJ DRAPER JAMES GRACE & CHARM	Registered	5,033,259	8/30/16
USA	TOTES Y'ALL	Registered	5,093,769	12/6/16
USA	DRAPER JAMES	Registered	5,140,892	2/14/17
USA	DRAPER JAMES	Registered	5,013,251	8/2/16
USA	DJ	Registered	87898120	4/27/2018

SCHEDULE D

DOMAIN NAMES

<u>Domain Name</u>	<u>Date Created</u>	<u>Country</u>	<u>Registrar</u>	<u>Expiration Date</u>
DRAPERJAMES.COM	January 17, 2013	USA	GODADDY.COM, LLC	January 17, 2020

SPECIAL POWER OF ATTORNEY

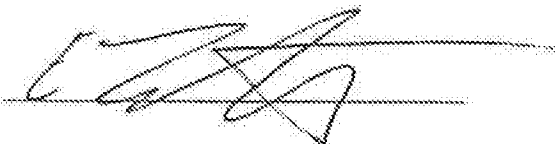
STATE OF New York)
) ss.:
COUNTY OF New York)

KNOW ALL MEN BY THESE PRESENTS, that DRAPER JAMES, LLC, a Delaware limited liability company (the "Borrower"), pursuant to a Intellectual Property Security Agreement, dated May 8, 2018 (the "IP Security Agreement"), hereby appoints and constitutes DWIGHT FUNDING LLC, a Delaware limited liability company ("Lender"), its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of Borrower, subject to and in accordance with the terms and provisions of the IP Security Agreement:

1. Assigning, selling, transferring or otherwise disposing of all right, title and interest of Borrower in and to all Intellectual Property Collateral, including but not limited to, the Trademarks listed on Schedule C and Domain Names listed on Schedule D of the IP Security Agreement, dated May 8, 2018, and including those Trademarks and Domain Names which are added to the same subsequent hereto, and all recordings, registrations, transfers, updates and assignments thereof, and all pending applications therefor, and for the purpose of the recording, registering, transferring, updating, assigning and filing of, or accomplishing any other formality with respect to, the foregoing, and to execute and deliver any and all agreements, documents, instruments of assignment or other writings necessary or advisable to effect such purpose;
2. To execute any and all documents, statements, certificates or other writings necessary or advisable in order to effect the purposes described above as Lender may in its sole discretion determine.


This power of attorney is made pursuant to the IP Security Agreement, dated as of May 8, 2018, between Borrower and Lender and may not be revoked until the payment in full of all Indebtedness as defined in the Loan Documents.

WITNESS:



DRAPER JAMES, LLC

By:


George Wells, Interim CFO

STATE OF New York)
) ss:
COUNTY OF New York)

On the 8th day of May in the year 2018, before me personally came George Wells, to me known, who, being by me duly sworn, did depose and say that he resides at New York City, that he is an Interim CFO of DRAPER JAMES, LLC, the company described in and which executed the above instrument; and that he signed his name thereto by authority of the members of said company.

Joan Green Marbit
Notary Public

JOAN GREEN MARBIT
Notary Public, State of New York
No. 01MAS004902
Qualified in New York County
Commission Expires November 30, 20 18

