

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM488580

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LOVECRAFTS COLLECTIVE LIMITED		07/11/2018	Private Limited Company:
DEBBIE BLISS LIMITED		07/11/2018	Private Limited Company:
LOVEKNITTING LIMITED		07/11/2018	Private Limited Company:

RECEIVING PARTY DATA

Name:	TRIPLEPOINT CAPITAL LLC
Street Address:	2755 SAN HILL ROAD
City:	MENLO PARK
State/Country:	CALIFORNIA
Postal Code:	94025
Entity Type:	Limited Liability Company: UNITED STATES

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	0840168	
Serial Number:	86372061	LOVECRAFTS
Serial Number:	86372070	LOVECROCHET
Serial Number:	86380249	LOVESTITCHING
Serial Number:	86383177	LOVE KNITTING
Serial Number:	86545359	LOVE KNITTING
Serial Number:	87181135	PAINTBOX YARNS
Serial Number:	87289054	THE YARN COLLECTIVE
Serial Number:	87911659	MAIN STREET YARNS
Registration Number:	5212146	DEBBIE BLISS
Serial Number:	88020500	DEBBIE BLISS

CORRESPONDENCE DATA

Fax Number:

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: 6508157637

Email: aalwine@mwe.com

TRADEMARK

Correspondent Name: Amy Alwine/Judy M. Mohr
Address Line 1: McDermott Will & Emery LLP
Address Line 2: 275 Middlefield Road, Suite 100
Address Line 4: Menlo Park, CALIFORNIA 94025

NAME OF SUBMITTER: Judy M. Mohr

SIGNATURE: /Judy M. Mohr/

DATE SIGNED: 09/04/2018

Total Attachments: 15

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PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is a Plain English Intellectual Property Security Agreement (this "Agreement") dated as of July 11, 2018 by and between TRIPLEPOINT CAPITAL LLC, a Delaware limited liability company, as grantee, and each of the undersigned, as a grantor.

The words "We", "Us", or "Our", refer to the grantee, which is TriplePoint Capital LLC. The words "You" or "Your" refers to each grantor, which is LOVECRAFTS COLLECTIVE LIMITED, a private limited company incorporated and registered under the laws of England and Wales with registered number 07193527, LOVEKNITTING LIMITED, a private limited company incorporated and registered under the laws of England and Wales with registered number 08072374 and DEBBIE BLISS LIMITED, a private limited company incorporated and registered under the laws of England and Wales with registered number 07973331 and not any individual. The words "the Parties" refers to both TRIPLEPOINT CAPITAL LLC and each grantor under this Agreement.

We have entered into a Plain English Growth Capital and Accounts Receivable Loan and Security Agreement dated as of July 11, 2018 (together with amendments, supplements, extensions and exhibits, collectively the "Loan Agreement"). Pursuant to the Loan Agreement, You have granted to Us a lien on and a security interest in all the present and future rights, title, and interest that You may now have or hereafter acquire in all Patents, Trademarks, Copyrights, and applications for Patents, Trademarks and Copyrights.

In consideration for the mutual covenants and agreements contained in the Loan Agreement and this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. GRANT OF SECURITY INTEREST

Each of You hereby grant to Us a lien upon and continuing security interest in all of Your respective right, title, and interest in, to and under all of the following (all of the following items of property collectively will be referred to as the "Intellectual Property Collateral"), whether now existing or hereafter arising or acquired:

- ⇒ all Patents, Patent Licenses, and Patent applications, including specifically those listed on the attached Schedule A, together with any reissues, divisions, continuations, renewals, extensions and continuations thereof;
- ⇒ all Trademarks, Trademark Licenses, and trademark applications, including specifically those listed on the attached Schedule B together with any renewals thereof;
- ⇒ all Copyrights, Copyright Licenses, and applications for Copyrights, including specifically those listed on the attached Schedule C;
- ⇒ the right to sue for past, present and future infringements of the foregoing and all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof; and
- ⇒ all Proceeds.

Each of You represent and warrant to Us that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which each of You have registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

2. LOAN AGREEMENT

This security interest is granted to secure the Secured Obligations, under the Loan Agreement. All the capitalized terms used herein but not otherwise defined are used in this Agreement with the same meaning as defined in the Loan Agreement.

3. OUR RIGHT TO SUE

From and after an Event of Default, subject to the terms of the Loan Agreement, We shall have the right, but shall in no way be obligated, to bring suit in Our own name to enforce each of Your rights in the Intellectual Property Collateral. If We commence any such suit, each of You shall, at Our request, do all lawful acts and execute and deliver all proper documents or information that may be necessary or desirable to aid Us in such enforcement. Each of You shall promptly, upon demand, jointly and severally reimburse and indemnify Us for all of Our costs and expenses, including reasonable attorney's fees, related to Our exercise of the above mentioned rights.

4. FURTHER ASSURANCES

Each of You will from time to time execute, deliver and file, alone or with Us, any security agreements, or other documents to perfect and give priority to Our lien on the Intellectual Property Collateral. Each of You will from time to time obtain any instruments or documents as We may request, and take all further action that may be reasonably necessary or desirable, or that We may reasonably request, to carry out more effectively the provisions and purposes of this Agreement or any other related agreements or to confirm, perfect, preserve and protect the liens granted to Us.

5. MODIFICATION

This Agreement can only be altered, amended or modified in a writing signed by the Parties. Notwithstanding the foregoing however, each of You hereby irrevocably appoint Us (and any of Our designated officers, agents or employees) as Your true and lawful attorney to modify, in Our sole discretion, this Agreement without first obtaining any of Your approval or signature to such modification by amending Schedules A, B, and C to this Agreement, as appropriate, to include reference to any right, title or interest in any Intellectual Property Collateral acquired by any of You before or after the execution hereof or to delete any reference to any right, title or interest in any Intellectual Property Collateral in which You no longer have or claim to have any right, title or interest. The appointment of Us as Your attorney in fact, and each and every one of Our rights and powers, being coupled with an interest, is irrevocable until all of the Secured Obligations have been fully repaid and performed and Our obligation to provide credit extensions to any of You is terminated.

6. BINDING EFFECT; REMEDIES NOT EXCLUSIVE

This Agreement shall be binding upon each of You and each of Your respective successors and assigns, and shall inure to the benefit of Us, and Our nominees and assigns.

Our rights and remedies 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 Us as a matter of law or equity. Each of Our rights, powers and remedies 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 Us 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 Us, of any or all other rights, powers or remedies.

7. GOVERNING LAW; COUNTERPARTS

This Agreement shall be deemed made and accepted in and shall be governed by and construed in accordance with the laws of the State of California, and (where applicable) the laws of the United States of America.


This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

(Signature Page to Follow)

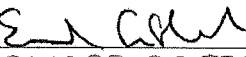
IN WITNESS WHEREOF, each of You have duly executed this Agreement as of the date first set forth above.

"You"

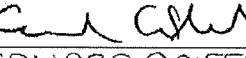
LOVECRAFTS COLLECTIVE LIMITED

By: 
Name: EDWARD GRIFFITH
Title: DIRECTOR

LOVEKNITTING LIMITED

By: 
Name: EDWARD GRIFFITH
Title: DIRECTOR

DEBBIE BLISS LIMITED

By: 
Name: EDWARD GRIFFITH
Title: DIRECTOR

[SIGNATURE PAGE TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT]

SCHEDULE A

**To Plain English Intellectual Property Security Agreement
Between Lovecrafts Collective Limited and Loveknitting Limited, as You (Grantor)
and TriplePoint Capital LLC, as Us (Grantee)**

PATENTS AND PATENT APPLICATIONS

PATENTS

Patent Name	Status and Date Issued	Patent Number
None		

PATENT APPLICATIONS

Name	Status & Date Filed	Application Number
None		

SCHEDULE B

**To Plain English Intellectual Property Security Agreement
Between Lovecrafts Collective Limited and Loveknitting Limited, as You (Grantor)
and TriplePoint Capital LLC, as Us (Grantee)**

TRADEMARKS AND TRADEMARK APPLICATIONS Proprietor/ADP number	TM number	Jurisdiction/ apparent status	Classes	Mark text
Lovecrafts Collective Limited/385374	86372061	US/filed	9, 16, 18, 24, 26, 35, 38, 41	LOVECRAFTS
Lovecrafts Collective Limited/385374	86372070	US/filed	9, 16, 23, 26, 25, 28, 41	LOVECROCHET
Lovecrafts Collective Limited/385374	86380249	US/Registered	9, 16, 23, 24, 26, 35, 41	lovestitching
Lovecrafts Collective Limited/385374	840168	US/Registered	8, 23, 26	LOVE KNITTING
Lovecrafts Collective Limited/385374	840168	Canada/registered	n/a	LOVE KNITTING
Lovecrafts Collective Limited/385374	86383177	US/application pending	23	LOVE KNITTING
Lovecrafts Collective Limited/385374	86/545359	US/application pending	23	LOVE KNITTING
Lovecrafts Collective Limited/385374	155147601	Canada/registered	n/a	LOVE KNITTING

Lovecrafts Collective Limited/385374	87181135	US/Filed	9, 16, 23, 26	Paintbox Yarns
Lovecrafts Collective Limited/430993	87289054	US/Filed	9, 16, 23, 26	The Yarn Collective (series of 2)

Applicant/ Proprietor	TM No.	Jurisdiction	Classes	Mark Text	Case Status
Lovecrafts Collective Limited	00003249818	United Kingdom	16, 18, 23, 24, 25	MILLAMIA	Granted/ Registered
Lovecrafts Collective Limited	1856559	Canada	16, 18, 23, 24, 25	MILLAMIA	Pending
Lovecrafts Collective Limited	1383705	Australian Designation of International Registration	16, 18, 23, 24, 25	MILLAMIA	Pending
Lovecrafts Collective Limited	1383705	European Union Designation of International Registration	16, 18, 23, 24, 25	MILLAMIA	Pending
Lovecrafts Collective Limited	1383705	New Zealand Designation of International Registration	16, 18, 23, 24, 25	MILLAMIA	Granted/ Registered

Lovecrafts Collective Limited	1383705	United States of America Designation of International Registration	16, 18, 23, 24, 25	MILLAMIA	Pending
Lovecrafts Collective Limited	00002516530	United Kingdom	16, 18, 23, 24, 25	MillaMia & Design (Series of 6)	Granted/Registered
LoveCrafts Collective	012575924	European Union	16, 23, 25	MillaMia & Design	Granted/Registered
Lovecrafts Collective Limited	00003173611	United Kingdom	09, 16, 23, 26	The Yarn Collective & Design (Series of 2)	Granted/Registered
Lovecrafts Collective Limited	00003249819	United Kingdom	09, 16, 23, 26	THE YARN COLLECTIVE	Granted/Registered
Lovecrafts Collective Limited	1856558	Canada	09, 16, 23, 26	THE YARN COLLECTIVE	Pending
Lovecrafts Collective Limited	1383629	Australian Designation of International Registration	09, 16, 23, 26	THE YARN COLLECTIVE	Pending
Lovecrafts Collective Limited	1383629	European Union Designation of International Registration	09, 16, 23, 26	THE YARN COLLECTIVE	Pending

Lovecrafts Collective Limited	1383629	New Zealand Designation of International Registration	09, 16, 23, 26	THE YARN COLLECTIVE	Granted/Registered
Lovecrafts Collective Limited	00003158385	United Kingdom	09, 16, 23, 26	PAINTBOX YARNS	Granted/Registered
Lovecrafts Collective Limited	1852776	Canada	09, 16, 23, 26	PAINTBOX YARNS	Pending
Lovecrafts Collective Limited	1383611	Australian Designation of International Registration	09, 16, 23, 26	PAINTBOX YARNS	Pending
Lovecrafts Collective Limited	1383611	European Union Designation of International Registration	09, 16, 23, 26	PAINTBOX YARNS	Pending
Lovecrafts Collective Limited	1383611	New Zealand Designation of International Registration	09, 16, 23, 26	PAINTBOX YARNS	Pending
Lovecrafts Collective Limited	00003267879	United Kingdom	09, 16, 23, 26	MAIN STREET YARNS	Granted/Registered

Lovecrafts Collective Limited	87/911,659	United States	9,16,23,26	MAIN STREET YARNS	Filed
Lovecrafts Collective Limited	00003228841	United Kingdom	09, 16, 23, 26	WILLOW & LARK	Granted/Registered
Lovecrafts Collective Limited	1856557	Canada	09, 16, 23, 26	WILLOW & LARK	Pending
Lovecrafts Collective Limited	1384061	Australian Designation of International Registration	09, 16, 23, 26	WILLOW & LARK	Pending
Lovecrafts Collective Limited	1384061	European Union Designation of International Registration	09, 16, 23, 26	WILLOW & LARK	Pending
Lovecrafts Collective Limited	1384061	New Zealand Designation of International Registration	09, 16, 23, 26	WILLOW & LARK	Granted/Registered
Lovecrafts Collective Limited	00003249821	United Kingdom	09, 16, 35, 38, 41	LOVECRAFTS (Series of 3)	Granted/Registered

Lovecrafts Collective Limited	1856556	Canada	09, 16, 35, 38, 41	LOVECRAFTS	Pending
Lovecrafts Collective Limited	1387148	Australian Designation of International Registration	09, 16, 35, 38, 41	LOVECRAFTS	Registered
Lovecrafts Collective Limited	1387148	European Union Designation of International Registration	09, 16, 35, 38, 41	LOVECRAFTS	Pending
Lovecrafts Collective Limited	1387148	New Zealand Designation of International Registration	09, 16, 35, 38, 41	LOVECRAFTS	Pending
Lovecrafts Collective Limited	00003087678	United Kingdom	09, 16, 23, 24, 26, 35, 38, 41	Lovestitching & Design	Granted/Registered
Lovecrafts Collective Limited	00002629756	United Kingdom	16, 23, 26, 35, 38	Loveknitting.com & Design	Granted/Registered
Lovecrafts Collective Limited	00003087669	United Kingdom	09, 16, 23, 26, 35, 38, 41	Loveknitting & Design	Granted/Registered
Lovecrafts Collective Limited	00003176519	United Kingdom	09, 16, 23, 26, 35, 38, 41	LOVEKNITTING & Design (Series of 3)	Granted/Registered

Lovecrafts Collective Limited	00003172943	United Kingdom	09, 16, 23, 26, 35, 38, 41	LOVEKNITTING (Series of 3)	Granted/Registered
Lovecrafts Collective Limited	1852775	Canada	09, 16, 23, 26, 35, 38, 41	LOVEKNITTING	Pending
Lovecrafts Collective Limited	1401270	Australian Designation of International Registration	09, 16, 23, 26, 35, 38, 41	LOVEKNITTING	Pending
Lovecrafts Collective Limited	1401270	European Union Designation of International Registration	09, 16, 23, 26, 35, 38, 41	LOVEKNITTING	Pending
Lovecrafts Collective Limited	1401270	New Zealand Designation of International Registration	09, 16, 23, 26, 35, 38, 41	LOVEKNITTING	Pending
Lovecrafts Collective Limited	00003087672	United Kingdom	23, 26, 35, 38, 41	Lovecrochet & Design	Granted/Registered
Lovecrafts Collective Limited	00003176628	United Kingdom	23, 26, 35, 38, 41	Lovecrochet & Design (Series of 3)	Granted/Registered
Lovecrafts Collective Limited	00003176512	United Kingdom	23, 26, 35, 38, 41	LOVECROCHET (Series of 3)	Granted/Registered

Lovecrafts Collective Limited	1852774	Canada	23, 26, 35, 38, 41	LOVECROCHET	Pending
Lovecrafts Collective Limited	1383612	Australian Designation of International Registration	23, 26, 35, 38, 41	LOVECROCHET	Pending
Lovecrafts Collective Limited	1383612	European Union Designation of International Registration	23, 26, 35, 38, 41	LOVECROCHET	Pending
Lovecrafts Collective Limited	1383612	New Zealand Designation of International Registration	23, 26, 35, 38, 41	LOVECROCHET	Granted/Registered
Lovecrafts Collective Limited	00003087674	United Kingdom	21, 35, 38, 41	Lovebaking & Design	Granted/Registered
Lovecrafts Collective Limited	0000326788	United Kingdom	09, 16, 21, 35, 38, 41	LOVE BAKING (Series of 3)	Granted/Registered
Lovecrafts Collective Limited	00003087675	United Kingdom	09, 16, 35, 38, 41	Lovecrapbooking & Design	Granted/Registered
Lovecrafts Collective Limited	0000326788	United Kingdom	09, 16, 35, 38, 41	LOVE SCRAPBOOKING (Series of 3)	Granted/Registered

Lovecrafts Collective Limited	00003087671	United Kingdom	09, 16, 35, 38, 41	Lovecrafts & Design	Granted/Registered
DEBBIE BLISS LIMITED	00003304771	United Kingdom	09, 16, 23, 26	DEBBIE BLISS	Pending
DEBBIE BLISS LIMITED	00002493303	United Kingdom	23, 24	DEBBIE BLISS (stylised)	Registered
DEBBIE BLISS LIMITED	00002546418	United Kingdom	23	BLISS Bliss (series of 2)	Registered
DEBBIE BLISS LIMITED	00003135317	United Kingdom	16, 23	CONWAY & BLISS	Registered
DEBBIE BLISS LIMITED	1,903,628-00	Canada	-	Debbie Bliss	Filed
DEBBIE BLISS LIMITED	5212146	United States	-23	Debbie Bliss	Registered (to be surrendered/cancelled)
DEBBIE BLISS LIMITED	88/020,500	United States	23, 26	Debbie Bliss	Filed

SCHEDULE C

**To Plain English Intellectual Property Security Agreement
Between Lovecrafts Collective Limited and Loveknitting Limited as You (Grantor)
And TriplePoint Capital LLC, as Us (Grantee)**

COPYRIGHTS AND COPYRIGHT APPLICATIONS

COPYRIGHT REGISTRATIONS

Registration Number	Title	Registration Date	V&A No.
None			

APPLICATIONS FOR COPYRIGHT REGISTRATIONS

Title	Date Filed	V&A No.
None		