

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM488272

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TouchofModern, Inc.		08/30/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Western Alliance Bank		
Street Address:	55 Almaden Boulevard		
Internal Address:	Suite 100		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	86152836	TOUCHOFMODERN	
Serial Number:	86152840	TOUCHOFMODERN	
Serial Number:	87295237	EDGE INDUSTRY	
Serial Number:	87336989	THE ICONIC COLLECTION	
Serial Number:	86714742	TOUCH OF MODERN	
Serial Number:	86711566	DAPPERMAN	
Serial Number:	86711549	TOUCH OF MODERN	
CORRESPONDENCE DATA			
Fax Number:	3102843894		
<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:	(424) 239-3744		
Email:	susan.yates@btlaw.com		
Correspondent Name:	Susan Yates		
Address Line 1:	2029 Century Park East, Suite 300		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
NAME OF SUBMITTER:	Susan Yates		
SIGNATURE:	/Susan Yates/		

OP \$190.00 86152836

DATE SIGNED:	08/31/2018
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Total Attachments: 7

- source=Bridge Bank - Touch of Modern - IP Security Agreement (8.2018)#page1.tif
- source=Bridge Bank - Touch of Modern - IP Security Agreement (8.2018)#page2.tif
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of August 30, 2018 (the "**Agreement**") between **WESTERN ALLIANCE BANK**, an Arizona corporation ("**Bank**") and **TOUCHOFMODERN, INC.**, a Delaware corporation, ("**Grantor**") is made with reference to the Loan and Security Agreement, dated as of August 30, 2018 (as amended from time to time, the "**Loan Agreement**"), between Bank and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Bank a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "**Intellectual Property Collateral**"):

(a) 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 (collectively, the "**Copyrights**"), including the Copyrights described in **Exhibit A**;

(b) 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 Borrower connected with and symbolized by such trademarks (collectively, the "**Trademarks**"), including the Trademarks described in **Exhibit B**;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "**Patents**"), including the Patents described in **Exhibit C**;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "**Mask Works**");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement 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) 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) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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 anything to the contrary, "Intellectual Property Collateral" shall not include: (i) any "intent-to-use" trademark at any time 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 or (ii) any contract, instrument or chattel paper in which Grantor has any right, title or interest, if and to the extent such contract, instrument or chattel paper includes a provision containing a restriction on assignment such that the

creation of a security interest in the right, title or interest of Grantor therein would be prohibited and would, in and of itself, cause or result in a default thereunder enabling another party to such contract, instrument or chattel paper to enforce any remedy with respect thereto; provided, however, that the foregoing exclusion shall not apply if (A) such prohibition has been waived by or such other party has otherwise consented to the creation hereunder of a security interest in such contract, instrument or chattel paper, or (B) such prohibition would be rendered ineffective pursuant to Sections 9-407(a) or 9-408(a) of the Uniform Commercial Code, as applicable and as then in effect in any relevant jurisdiction, or any other applicable law (including the Bankruptcy Code or principles of equity); provided further that immediately upon the ineffectiveness, lapse or termination of any such provision, the term "Intellectual Property Collateral" shall include, and Grantor shall be deemed to have granted a security interest in, all its rights, title and interests in and to such contract, instrument or chattel paper as if such provision had never been in effect

The rights and remedies of Bank with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, 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 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 such rights, powers or remedies does not preclude the simultaneous or later exercise by Bank of any other rights, powers or remedies.

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

GRANTOR:

LENDER:

TOUCHOFMODERN, INC., a Delaware corporation

WESTERN ALLIANCE BANK,
an Arizona corporation

By:  _____

By: _____

Name: Egon Smola _____

Name: _____

Title: President & COO _____

Title: _____

Address for Notices:

Attn: Egon Smola _____
1025 Sansome Street
San Francisco, CA 94111
Fax: _____

Address for Notices:

Attn: Mike Lederman
55 Almaden Blvd. Ste. 100
San Jose, CA 95113
Tel: (408) 423-8500
Fax: (408) 423-8520

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

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

GRANTOR:

TOUCHOFMODERN, INC., a Delaware corporation

By:

Name:

Title:

Address for Notices:

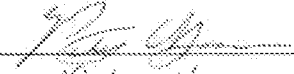
Attn:

1025 Sansome Street
San Francisco, CA 94111

Fax:

LENDER:

WESTERN ALLIANCE BANK,
an Arizona corporation

By: 

Name: Peter Harmon

Title: VP

Address for Notices:

Attn: Mike Lederman

55 Almaden Blvd. Ste. 100
San Jose, CA 95113

Tel: (408) 423-8500
Fax: (408) 423-8520

{ SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT }

EXHIBIT A
COPYRIGHTS

Please Check if No Copyrights Exist

<u>Type Of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Preregistered?</u>

EXHIBIT B
TRADEMARKS

Please Check if No Trademarks Exist

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>USPTO Reference Number:</u>	<u>Filing Date:</u>
TOUCHOFMODERN (Word)	86152836	4572331		12/26/2013
TOUCHOFMODERN (LOGO)	86152840	4612777		12/26/2013
EDGE INDUSTRY	87295237	5326947		01/10/2017
THE ICONIC COLLECTION	87336989	None		02/15/2017
TOUCH OF MODERN	86714742	4913501		08/04/2015
DAPPERMAN	86711566	4949827		07/31/2015
TOUCH OF MODERN	86711549	4913287		07/31/2015

EXHIBIT C

PATENTS

Please Check if No Patents Exist

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued Or Published?</u>	<u>Issue Date:</u>
SYSTEM AND METHOD FOR IMPROVING LOGIN AND REGISTRATION EFFICIENCY TO NETWORK- ACCESSED DATA	None	14739118	N/A	N/A
SYSTEM AND METHOD FOR DYNAMIC SELECTION AND DELIVERY OF NETWORK ACCESSED DATA	None	14744718	N/A	N/A