

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM511484

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Notice of Grant of Security Interest in Trademarks		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ETSY, INC.		02/25/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Citibank, N.A.		
<b>Street Address:</b>	Collateral Control Mail Stop CC1-30 6400 Las Colinas Blvd		
<b>City:</b>	Irving		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75039		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5618633	KEEP COMMERCE HUMAN	
<b>Registration Number:</b>	4741789	CRAFT ENTREPRENEURSHIP	
<b>Registration Number:</b>	4995643	EATSY	
<b>Registration Number:</b>	3297913	ETSY	
<b>Registration Number:</b>	3180068	ETSY	
<b>Registration Number:</b>	3179782	ETSY	
<b>Serial Number:</b>	88158570	E	
<b>Serial Number:</b>	88158590	E	
<b>Serial Number:</b>	88158597	E	
<b>Serial Number:</b>	88158602	ETSY	
<b>Serial Number:</b>	88158603	ETSY	
<b>Serial Number:</b>	88158610	ETSY	
<b>Serial Number:</b>	87041133	PATTERN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2123108007		
<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>Phone:</b>	212.310.8000		
<b>Email:</b>	juan.arias@weil.com		

CH \$340.00 5618633

**Correspondent Name:** Rob Rogowski  
**Address Line 1:** Weil, Gotshal & Manges LLP  
**Address Line 2:** 767 Fifth Avenue  
**Address Line 4:** New York, NEW YORK 10153

**ATTORNEY DOCKET NUMBER:** Rob Rogowski-35899.0599

**NAME OF SUBMITTER:** Rob Rogowski

**SIGNATURE:** /Rob Rogowski/

**DATE SIGNED:** 02/25/2019

**Total Attachments: 5**

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NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

THIS NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Notice"), dated as of February 25, 2019, is made by ETSY, INC., a Delaware corporation (the "Borrower"), each of the Borrower's domestic Subsidiaries party from time to time hereto (together with the Borrower, the "Grantors" and each, a "Grantor"), and Citibank, N.A., in its capacity as administrative agent (the "Administrative Agent") for the Secured Parties under and as defined in the Credit Agreement referred to below.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of February 25, 2019 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the other Loan Parties party thereto, the financial institutions party thereto as Lenders, and Administrative Agent, Lenders agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Security Agreement of even date herewith in favor of the Administrative Agent (the "Security Agreement"), to guarantee the Guaranteed Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Security Agreement pursuant to which the Grantors are required to execute and deliver this Notice;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent to enter into the Credit Agreement, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges, assigns and grants to the Administrative Agent, on behalf of and for the benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto, provided that no security interest shall be granted in any intent-to-use trademark application;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security Agreement. The security interest granted in connection with this Notice is granted to the Administrative Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the

security interest in the Trademark Collateral made and granted hereby are fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks.

Section 5. Counterparts. This Notice may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.


Section 6. Governing Law. This Notice and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Notice to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

ETSY, INC.,  
as Grantor

By: 

Name: Rachel Glaser

Title: Chief Financial Officer

SIGNATURE PAGE TO GRANT OF SECURITY INTEREST IN TRADEMARKS

TRADEMARK  
REEL: 006573 FRAME: 0019

ACCEPTED AND AGREED  
as of the date first above written:

CITIBANK, N.A.,  
as Administrative Agent

By: 

Name: Kahill G. Morse


Title: Senior Vice President | Authorized Signatory

SIGNATURE PAGE TO GRANT OF SECURITY INTEREST IN TRADEMARKS







**TRADEMARK**  
**REEL: 006573 FRAME: 0020**

SCHEDULE I  
TO  
NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

1. U.S. REGISTERED TRADEMARKS

Mark	Registration No.	Date Issued	Owner/Assignee of Record
KEEP COMMERCE HUMAN	5618633	11/27/2018	Etsy, Inc.
CRAFT ENTREPRENEURSHIP	4741789	5/26/2015	Etsy, Inc.
EATSY	4995643	7/12/2016	Etsy, Inc.
ETSY	3297913	9/25/2007	Etsy, Inc.
ETSY	3180068	12/5/2006	Etsy, Inc.
	3179782	12/5/2006	Etsy, Inc.

2. U.S. TRADEMARK APPLICATIONS

Mark	Serial No.	Date Filed	Owner/ Assignee of Record
	88/158570	10/17/2018	Etsy, Inc.
	88/158590	10/17/2018	Etsy, Inc.
	88/158597	10/17/2018	Etsy, Inc.
Etsy	88/158602	10/17/2018	Etsy, Inc.
Etsy	88/158603	10/17/2018	Etsy, Inc.
Etsy	88/158610	10/17/2018	Etsy, Inc.
PATTERN	87/041133	5/18/2016	Etsy, Inc.
LIFE DESERVES IMAGINATION	88/035746 (ITU)	7/12/2018	Etsy, Inc.
ETSY STANDARD	87/947962 (ITU)	6/4/2018	Etsy, Inc.
ETSY PLUS	87/947964 (ITU)	6/4/2018	Etsy, Inc.
ETSY PREMIUM	87/947969 (ITU)	6/4/2018	Etsy, Inc.
	87/947971 (ITU)	6/4/2018	Etsy, Inc.
	87/947972 (ITU)	6/4/2018	Etsy, Inc.
	87/947976 (ITU)	6/4/2018	Etsy, Inc.