

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM512589

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest (Reel/Frame 6310/0304)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Hercules Capital, Inc., as Administrative and Collateral Agent		02/12/2019	Corporation: MARYLAND

RECEIVING PARTY DATA

Name:	Art.com, Inc.
Street Address:	2100 Powell Street
Internal Address:	13th Floor
City:	Emeryville
State/Country:	CALIFORNIA
Postal Code:	94608
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	5115263	KLIO
Registration Number:	4785771	SWITCHART
Registration Number:	4785778	SWITCHART
Registration Number:	5163766	ART. COM
Registration Number:	4325873	WE ARE ART
Registration Number:	4302804	ART CIRCLES
Registration Number:	3611284	ALLPOSTERS
Registration Number:	3601346	ART.COM
Registration Number:	2651217	ALLPOSTERS.COM
Registration Number:	4767466	ART. COM
Registration Number:	2586749	ART.COM

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: 415-801-4870

Email: mburke@gunder.com

TRADEMARK

Correspondent Name: Meredith Burke
Address Line 1: 1 Bush Street, Suite 1200
Address Line 2: c/o Gunderson Dettmer
Address Line 4: San Francisco, CALIFORNIA 94104

ATTORNEY DOCKET NUMBER: 1052873 TM

NAME OF SUBMITTER: Charles Kurth

SIGNATURE: /Charles Kurth/

DATE SIGNED: 03/04/2019

Total Attachments: 8

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February 12, 2019

Art.com, Inc.
2100 Powell Street, 13th Floor
Emeryville, CA 94608
Attention: Chief Financial Officer

Re: Payoff of Loan and Security Agreement

Reference is hereby made to that certain Loan and Security Agreement (the "*Loan Agreement*"), entered into and effective as of March 29, 2018, by and among Art.com, Inc., a Delaware corporation, and each of its Qualified Subsidiaries (collectively referred to as the "*Borrower*"), the several banks and other financial institutions or entities from time to time parties thereto (collectively referred to as the "*Lender*") and Hercules Capital, Inc., in its capacity as administrative agent for itself and the Lender (in such capacity, the "*Agent*"). Capitalized terms used herein, but not otherwise defined, shall have the meaning set forth in the Loan Agreement.

We have been advised that the Borrower intends to pay off all of the indebtedness to the Lender, including principal, accrued and unpaid interest, fees, costs and expenses (collectively, the "*Obligations*") payable under the Loan Agreement. This letter (the "*Payoff Letter*") will confirm that, upon receipt by the Lender of the Payoff Amounts (together with any applicable Per Diem Amounts; both as defined below) from or on behalf of the Borrower, all of the Obligations shall be paid in full.

Payoff Amounts; Wiring Instructions.

should be paid by or on behalf of the Borrower by wire transfer in accordance with the following instructions:

Bank Name:
Address:

Hercules

C A P I T A L

ABA#: _____
Account Name: _____
Account #: _____
Contact: _____

The _____ should be paid by or on behalf of the Borrower by wire transfer in accordance with the following instructions:

Bank Name: _____
Address: _____
ABA#: _____
Account Name: _____
Account #: _____
Reference: _____

Termination of Obligations. Upon the acceptance of this Payoff Letter by the Borrower as evidenced by their countersignature hereto and Lender's receipt of the Payoff Amounts (together with any applicable Per Diem Amounts), without any further action on the part of the parties hereto the Lender's commitments to extend further credit to the Borrower under the Loan Agreement shall terminate, all obligations, covenants, debts and liabilities of the Borrower under the Loan Agreement shall be satisfied and discharged in full, and the Loan Agreement and other than the Warrant, all other documents entered into in connection with the Loan Agreement shall be terminated, all liens, encumbrances or security interests of every type granted to secure the obligations under the Loan Agreement shall automatically terminate and all guaranties of the obligations under the Loan Agreement shall automatically terminate. Notwithstanding the foregoing, provisions set forth in Sections 6.3, 11.14 and 11.17 of the Loan Agreement shall survive the termination of the Loan Agreement.

Lender's Agreements. Upon the Lender's receipt of the Payoff Amounts (together with any applicable Per Diem Amounts), on the Payoff Date:

(a) The undersigned hereby agrees that this Payoff Letter shall be deemed to be an authorization for the Borrower or any agent or other designee of the Borrower (i) to file UCC-3 financing statement terminations with respect to each financing statement filed against the Borrower and its Subsidiaries for the benefit of the Lender, and (ii) to deliver a copy of this letter or any other termination or release contemplated hereby to any insurance company, insurance broker, bank, landlord, tenant, warehouseman or other Person to evidence (and/or reflect on public record) the termination and release of all security interests, pledges, liens, assignments or other encumbrances which the Borrower or any guarantor or other obligor has granted to the Lender to secure the Obligations, and thereafter any contract, agreement, mortgage, commitment to deliver insurance certificates and proceeds and the like executed by any such party in favor of the Lender in connection with the transactions contemplated by the Loan Agreement (other than the Warrant) shall be automatically terminated, without further action of or consent by the Lender.



(b) Lender will immediately return to Borrower for the benefit of the Borrower and its Subsidiaries all of the collateral it has in its possession including, without limitation all promissory notes, stock powers, allonges or stock certificates representing the Collateral, any transfers therefore and any other instruments.

(c) Lender shall execute and deliver the Termination of Control Agreement attached hereto as Schedule A for each agreement by which Lender obtained control of a deposit account and / or a securities account to terminate its control over such deposit and / or securities account.

(d) Lender shall execute and deliver the Confirmation of Receipt of Full Payment of the Payoff Amounts attached hereto as Schedule B.

The Lender further agrees that, at any time and from time to time following its receipt of the Payoff Amounts, it will promptly execute and deliver such other termination statements or other agreements and instruments in form and substance reasonably satisfactory to the Borrower and take such other actions as the Borrower or its counsel may reasonably request to evidence, effect or reflect on public record the release of the security interests, pledges, liens and other encumbrances granted to the Lender pursuant to the Loan Agreement or any other agreement (other than any Warrants) executed and/or delivered in connection therewith.

Release. For and in consideration of the agreements of the Lender contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Borrower hereby forever releases and discharges the Lender, each of its respective officers, directors, employees, agents, affiliates, representatives, successors and assigns (collectively, the "*Released Parties*") from any and all claims, causes of actions, damages and liabilities of any nature whatsoever, known or unknown, which the Borrower ever had, now has or might hereafter have against one or more of the Released Parties which relates, directly or indirectly, to the Loan Documents or the transactions relating thereto, to the extent that any such claim, cause of action, damage or liability shall be based in whole or in part upon facts, circumstances, actions or events existing on or prior to the Payoff Date.


Counterparts; Facsimile Delivery. Lender hereby requests that the Borrower acknowledges its receipt and acceptance of and agreement to the terms and conditions set forth in this Payoff Letter by signing a copy of it in the appropriate space indicated below and returning it to the Lender. This Payoff Letter may be signed by the parties hereto in several counterparts. Delivery of a photocopy or facsimile of an executed counterpart of this Payoff Letter shall be effective as delivery of a manually executed original counterpart of this Payoff Letter.



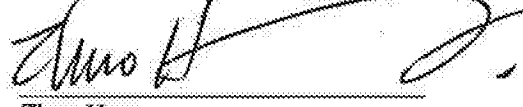
Governing Law. The validity, construction and effect of this Payoff Letter shall be governed by the laws of the State of California (without giving effect to principles of conflicts of law).

Very truly yours,

HERCULES CAPITAL, INC.

By: 
Name: Zhuo Huang
Title: Associate General Counsel

HERCULES FUNDING II LLC

By: 
Name: Zhuo Huang
Title: Associate General Counsel

ACCEPTED AND AGREED:

ART.COM, INC.

By: _____
Name: _____
Title: _____

400 HAMILTON AVENUE
SUITE 310
PALO ALTO, CA 94301

650.289.3060
650.473.9194
WWW.HERCULESTECH.COM



Governing Law. The validity, construction and effect of this Payoff Letter shall be governed by the laws of the State of California (without giving effect to principles of conflicts of law).

Very truly yours,

HERCULES CAPITAL, INC.

By: _____
Name: _____
Title: _____

HERCULES FUNDING II LLC

By: _____
Name: _____
Title: _____

ACCEPTED AND AGREED:

ART.COM, INC.

By: Kira Selener Wampler
Name: Kira Wampler
Title: Chief Executive Officer

400 HAMILTON AVENUE
SUITE 310
PALO ALTO, CA 94301

650.289.3060
650.473.9194
WWW.HERCULESTECH.COM



Schedule B



**CONFIRMATION OF RECEIPT OF FULL PAYMENT
OF THE PAYOFF AMOUNTS**

By its signature below, the undersigned hereby confirms its receipt of full payment of the Payoff Amounts on the Payoff Date and releases its security interest in all of the Collateral as provided in our Payoff Letter dated as of February 5, 2019 (the "*Payoff Letter*") to Art.com, Inc. All terms used herein and not defined shall have the meaning attributed to them in the Payoff Letter.

HERCULES CAPITAL, INC.

By: 

Name: Zhuo Huang


Title: Associate General Counsel

400 HAMILTON AVENUE
SUITE 310
PALO ALTO, CA 94301

650.289.3060
650.473.9194
WWW.HERCULESTECH.COM

EXHIBIT C

Trademarks

Trademark	Database	Status	Application Number Application Date	Registration Number Registration Date	Owner
ARTVIEW	U.S. Federal	Pending Intent To Use	87731194 12/21/2017		ART.COM, INC.
ARTIFY	U.S. Federal	Pending Intent To Use	87710010 12/6/2017		ART.COM, INC.
EXPRESSIONLAB	U.S. Federal	Published (Pending) Intent To Use	87493496 6/16/2017		ART.COM, INC.
ARTEDGE	U.S. Federal	Published (Pending) Intent To Use	87473930 6/2/2017		ART.COM, INC.
KLIO	U.S. Federal	Registered	86617933 5/2/2015	5115263 1/3/2017	ART.COM INC.
KLIO	U.S. Federal	Published (Pending) Intent To Use	86617936 5/2/2015		ART.COM, INC.
SWITCHART	U.S. Federal	Registered	86480920 12/15/2014	4785771 8/4/2015	ART.COM, INC.
SWITCHART	U.S. Federal	Registered	86480975 12/15/2014	4785778 8/4/2015	ART.COM, INC.
ART.COM 	U.S. Federal	Registered Section 2(F)	86367977 8/15/2014	5163766 3/21/2017	ART.COM, INC.
ART.COM 	U.S. Federal	Registered Section 2(F)	86367880 8/15/2014	4767466 7/7/2015	ART.COM, INC.
WE ARE ART	U.S. Federal	Registered	85641542 6/2/2012	4325873 4/23/2013	ART.COM, INC.
ART CIRCLES	U.S. Federal	Registered	85620949 5/9/2012	4302804 3/12/2013	ART.COM, INC.
ALLPOSTERS	U.S. Federal	Registered Section 2(F)	77435490 3/31/2008	3611284 4/28/2009	ART.COM, INC.
ART.COM	U.S. Federal	Registered Section 2(F)	77433981 3/28/2008	3601346 4/7/2009	ART.COM, INC.
ALLPOSTERS.COM 	U.S. Federal	Renewed (Registered)	76159269 11/3/2000	2651217 11/19/2002	ART.COM, INC.
ART.COM	U.S. Federal	Renewed	75879692	2586749	ART.COM, INC

Trademark	Database	Status	Application Number Application Date	Registration Number Registration Date	Owner
		(Registered) Supplemental Register	12/23/1999	6/25/2002	