

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM532554

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Evelyn & Bobbie, LLC		07/09/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	E&B Capital LLC		
Street Address:	160 Fifth Avenue, 9th Floor		
Internal Address:	c/o Euclidean Capital LLC		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Serial Number:	87329360	COMPLEXION PALETTE	
Serial Number:	87466370	COMPLEXION PALETTE	
Serial Number:	87329356	EB CORE	
Serial Number:	87428901	EB MATCH	
Serial Number:	87439055	EVELYN & BOBBIE	
Serial Number:	88144579	EVELYN & BOBBIE	
Serial Number:	88144677	EVELYN BOBBIE	
Serial Number:	86132878	EVELYN BOBBIE	
Serial Number:	86776837	EVERYDAY BUSTIER	
Serial Number:	86818004		
Serial Number:	87439030		
Serial Number:	87457628	STAND TALL AND LEAD FROM THE HEART	
Serial Number:	87330456	TRUE COMPLEXION	
Serial Number:	87466366	TRUE COMPLEXION	
CORRESPONDENCE DATA			
Fax Number:	9735302225		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 9735302025
Email: pnussbaum@csglaw.com
Correspondent Name: Peter Nussbaum
Address Line 1: One Boland Drive
Address Line 4: West Orange, NEW JERSEY 07052

NAME OF SUBMITTER:	Peter Nussbaum
SIGNATURE:	/Peter Nussbaum/
DATE SIGNED:	07/18/2019

Total Attachments: 13

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (“**IP Security Agreement**”), dated as of July 9, 2019, is made by and among Evelyn & Bobbie, LLC, a Delaware limited liability company (the “**Grantor**”) in favor of E&B Capital LLC, a Delaware limited liability company (“**Secured Party**”).

WHEREAS, Grantor has entered into a Secured Convertible Promissory Note dated as of July 9, 2019 (as may be amended, restated, supplemented or otherwise modified, renewed or replaced from time to time, the “**Note**”) in favor of Secured Party.

WHEREAS, as a condition precedent to the making of a loan by Secured Party under the Note, Grantor has executed and delivered to Secured Party that certain Security Agreement dated as of July 9, 2019, made by and between Grantor and Secured Party (as may be amended, restated, supplemented or otherwise modified, renewed or replaced from time to time, the “**Security Agreement**”; capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement).

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to Secured Party a security interest in, among other property, certain intellectual property of Grantor and has agreed to execute and deliver this IP Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees with the Collateral Agent as follows:

1. Grant of Security. Grantor hereby pledges and grants to Secured Party a security interest in and to all of the right, title and interest of Grantor in, to and under the following (the “**IP Collateral**”):

(a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the “**Patents**”);

(b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof (the “**Trademarks**”), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(c) the copyright registrations, applications and copyright registrations and applications exclusively licensed to Grantor set forth in Schedule 3 hereto, and all extensions and renewals thereof (the “**Copyrights**”);

(d) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this IP Security Agreement upon request by Secured Party.

3. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Secured Party with respect to the IP Collateral are as provided by the Note, the Security Agreement and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This IP Security Agreement may be executed and delivered by facsimile or electronic signature and in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

5. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Security Agreement and all actions arising out of or in connection with this IP Security Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

[Signature page follows]

IN WITNESS WHEREOF, Grantor has caused this IP Security Agreement to be executed as of the date first written above by its officer thereunto duly authorized.

EVELYN & BOBBIE, LLC

By Bree McKeen
Name: Bree McKeen
Title: Managing Member

AGREED TO AND ACCEPTED:

E&B CAPITAL LLC

By [Signature]
Name: James H. Simons
Title: Manager

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Schedule 1

Patents and Patent Applications

COUNTRY	APPLICATION TITLE	APPLICATION NUMBER	FILING DATE	PUBLICATION NUMBER	PATENT NUMBER	ISSUE DATE	STATUS
US	SUPPORT BUSTIER GARMENT	14/165,271	27-Jan-14	20140213145	8,864,549	21-Oct-14	Issued
AU	SUPPORT GARMENT BUSTIER	2014209122	27-Jan-14		2014209122	12-Jul-18	Granted
BR	SUPPORT GARMENT BUSTIER	BR1120150177794	27-Jan-14				Abandoned
US	SUPPORT BUSTIER GARMENT	14/517,743	17-Oct-14	2015-0044940	9,237,772	19-Jan-16	Issued
US	SUPPORT BUSTIER GARMENT	14/833,669	24-Aug-15	2015-0359268	9,392,822	19-Jul-16	Issued
US	BUSTIER GARMENT WITH SUPPORT STRUCTURES HAVING A PLURALITY OF LAYERS	15/203,421	6-Jul-16	2016-0309797	10,271,585	30-Apr-19	Issued
US	BUSTIER GARMENT	16/379,438	9-Apr-19				Pending
CA	SUPPORT GARMENT BUSTIER	2899320	27-Jan-14	2899320			Examination Requested
CN	SUPPORT GARMENT BUSTIER	201480010903.6	27-Jan-14	105007768			Published
MX	SUPPORT GARMENT BUSTIER	MX/a/2018/004208	5-Apr-18				Pending
EA	SUPPORT GARMENT BUSTIER	201591256/31	27-Jan-14	201591256	30480	31-Aug-18	Allowed
EP	SUPPORT GARMENT BUSTIER	14743241.3	27-Jan-14	2 948 007			Published

ID	SUPPORT GARMENT BUSTIER	P00201505062	27-Jan-14				Pending
IL	SUPPORT GARMENT BUSTIER	240144	27-Jan-14				Published
IN	SUPPORT GARMENT BUSTIER	6656/DELNP/20 15	27-Jan-14				Pending
JP	SUPPORT GARMENT BUSTIER	2015-555391	27-Jan-14				Abandoned
KR	SUPPORT GARMENT BUSTIER	10-2015-7022448	27-Jan-14	10-2015- 0115814			Published
MX	SUPPORT GARMENT BUSTIER	MX/a/2015/0096 66	27-Jan-14		355194	5-Apr-18	Issued
MY	SUPPORT GARMENT BUSTIER	PI2015001862	27-Jan-14				Pending
NZ	SUPPORT GARMENT BUSTIER	710721	27-Jan-14				Pending
WO	SUPPORT BUSTIER GARMENT	PCT/US2014/013 240	27-Jan-14	WO2014117105			Published
PH	SUPPORT GARMENT BUSTIER	1-2015-501657	27-Jan-14				Pending
SG	SUPPORT GARMENT BUSTIER	11201505798V	27-Jan-14				Pending
TH	SUPPORT GARMENT BUSTIER	1501004190	27-Jan-14				Pending
VN	SUPPORT GARMENT BUSTIER	1-2015-02908	27-Jan-14				Pending
US	Support Bustier	61/756,989	25-Jan-13				Expired
ZA	SUPPORT GARMENT BUSTIER	2015/06092	27-Jan-14		2015/06092	21-Dec-16	Granted
US	SUPPORT BUSTIER GARMENT	62/188,269	2-Jul-15				Expired

US	SUPPORT BUSTIER GARMENT	62/353,392	22-Jun-16				Expired
US	BRASSIER SUPPORT STRUCTURE WITH CURVED OPENING	62/385,075	8-Sep-16				Pending
US	BRASSIER GARMENT AND COMPONENTS THEREOF	62/273,420	30-Dec-15				Expired
US	BRASSIER GARMENT AND COMPONENTS THEREOF	62/435,444	16-Dec-16				Pending
US	BRASSIER GARMENT AND COMPONENTS THEREOF	62/624,561	31-Jan-18				Expired
US	GARMENT FRAME, SUPPORT STRUCTURE, CASING, AND HOUSING	15/608,973	30-May- 17	2017-0340024			Published
CN	GARMENT FRAME, SUPPORT STRUCTURE, CASING, AND HOUSING	201780000835.9	18-Aug- 17	CN107708457A			Published
WO	GARMENT FRAME, SUPPORT STRUCTURE, CASING, AND HOUSING	PCT/US2017/034 866	26-May- 17	2017/205849			Expired
AU	GARMENT FRAME, SUPPORT STRUCTURE, CASING, AND HOUSING	2017271675	9-Nov-18	2017271675			Published
CA	GARMENT FRAME, SUPPORT STRUCTURE, CASING, AND HOUSING	3024708	16 Nov- 18	3024708			Published
EU	GARMENT FRAME, SUPPORT STRUCTURE, CASING, AND HOUSING	17803736.2	12-Dec-18	3462948			Published

Sri Lanka	GARMENT FRAME, SUPPORT STRUCTURE, CASING, AND HOUSING	20242	12-Dec-18				Pending
Vietnam	GARMENT FRAME, SUPPORT STRUCTURE, CASING, AND HOUSING	1-2018-05980	27-Dec-18				Pending
US	GARMENT SUPPORT STRUCTURE AND CASING	15/630,850	22-Jun-17	2017-0340023			Allowed
WO	GARMENT SUPPORT STRUCTURE AND CASING	PCT/US2017/038865	22-Jun-17	WO2017/223380			Expired
US	SYSTEMS, DEVICES, AND METHODS FOR GARMENT SIZING AND PRODUCTION	62/342,795	27-May-16				Expired
US	GARMENT FRAME AND CASING	62/460,036	16-Feb-17				Expired
US	GARMENT CLOSURE MECHANISM	62/506,516	15-May-17				Expired
US	SYSTEMS, DEVICES, AND METHODS FOR DETERMINING A BRA SIZE FOR A WEARER	62/507,183	16-May-17				Expired
US	BRA COMPONENTS , CASEMENT, AND HOUSING	62/510,527	24-May-17				Expired
US	BRA COMPONENTS , CASEMENT, AND HOUSING	62/510,720	24-May-17				Expired
US	EXPANDABLE VOLUMETRIC CUP	62/572,306	13-Oct-17				Expired
US	LAYERED SUPPORT STRUCTURE FOR INCLUSION IN A GARMENT	62/572,530	15-Oct-17				Expired

US	PERFORATED SUPPORT STRUCTURE FOR INCLUSION IN A GARMENT	62/572,531	15-Oct-17				Expired
US	SUPPORT STRUCTURE WITH GEOMETRIC FEATURES FOR INCLUSION IN A GARMENT	62/572,532	15-Oct-17				Expired
US	UNDER-BUST BAND FOR A GARMENT	62/572,527	15-Oct-17				Expired
US	BANDED SUPPORT STRUCTURE FOR A GARMENT	62/572,528	15-Oct-17				Expired
US	INTERLOCKIN G ATTACHMENT MECHANISM	6,511	22-Aug- 18				Pending
US	INTERLOCKIN G ATTACHMENT MECHANISM						Unfiled
US	TWO-PIECE GARMENT CLOSURE MECHANISM	29/626,044	14-Nov- 17				Pending
CN	TWO-PIECE GARMENT CLOSURE MECHANISM	201730563325.5	15-Nov- 17				Abandoned
CN	TWO-PIECE GARMENT CLOSURE MECHANISM	201730564119.6	15-Nov- 17				Abandoned
CN	TWO-PIECE GARMENT CLOSURE MECHANISM	201730564119.6	15-Nov- 17				Abandoned
CN	TWO-PIECE GARMENT CLOSURE MECHANISM	201730563319.X	15-Nov- 17		304621708	11-May-18	Abandoned
CN	TWO-PIECE GARMENT CLOSURE MECHANISM	201730564160.3	15-Nov- 17				Abandoned
CN	TWO-PIECE GARMENT CLOSURE MECHANISM	201730563821	15-Nov- 17		ZL20173056 3821.0	13-Jul-18	Abandoned

CN	TWO-PIECE GARMENT CLOSURE MECHANISM	201730563846	15-Nov- 17				Abandoned
CN	TWO-PIECE GARMENT CLOSURE MECHANISM	201730563849.4	15-Nov- 17				Abandoned
EM	TWO-PIECE GARMENT CLOSURE MECHANISM	004510634- 0001/0008	17-Nov- 17		004510634- 0001/0008	30-Nov-17	Granted
KR	TWO-PIECE GARMENT CLOSURE MECHANISM	30-2017-0053331	15-Nov- 17		30-0969958	17-Aug-18	Abandoned
KR	TWO-PIECE GARMENT CLOSURE MECHANISM	30-2017-0053371	15-Nov- 17		30-0969960	17-Aug-18	Abandoned
KR	TWO-PIECE GARMENT CLOSURE MECHANISM	30-2017-0053372	15-Nov- 17				Abandoned
KR	TWO-PIECE GARMENT CLOSURE MECHANISM	30-2017-0053373	15-Nov- 17				Abandoned
KR	TWO-PIECE GARMENT CLOSURE MECHANISM	30-2017-0053374	15-Nov- 17		30-0969961	17-Aug-18	Abandoned
KR	TWO-PIECE GARMENT CLOSURE MECHANISM	30-2017-0053375	15-Nov- 17		30-0969962	17-Aug-18	Abandoned
KR	TWO-PIECE GARMENT CLOSURE MECHANISM	30-2017-0053376	15-Nov- 17				Abandoned
KR	TWO-PIECE GARMENT CLOSURE MECHANISM	30-2017-0053377	15-Nov- 17				Abandoned
LK	TWO-PIECE GARMENT CLOSURE MECHANISM	12259	15-Nov- 17				Pending
MX	TWO-PIECE GARMENT CLOSURE MECHANISM	MX/f/2017/0035 53	14-Nov- 17				Pending
VN	TWO-PIECE GARMENT CLOSURE MECHANISM	3-2017-02379	15-Nov- 17				Pending
US	TWO-PIECE GARMENT CLOSURE MECHANISM	29/627,135	22-Nov- 17				Pending

US	BRASSIERE	29/627,121	22-Nov-17				Abandoned
CN	BRASSIERE	201730603002.4	30-Nov-17		ZL201730603002.4	7-Aug-18	Abandoned
KR	BRASSIERE	30-2017-0056589	30-Nov-17		30-0969965	17-Aug-18	Abandoned
KR	BRASSIERE	30-2017-0056590	30-Nov-17		30-0969966	17-Aug-18	Abandoned
KR	BRASSIERE	30-2017-0056591	30-Nov-17		30-0969967	17-Aug-18	Abandoned
KR	BRASSIERE	30-2017-0056592	30-Nov-17		30-0969968	17-Aug-18	Abandoned
LK	BRASSIERE	12275	30-Nov-17				Pending
MX	BRASSIERE	MX/f/2017/003797	30-Nov-17				Pending
US	BRASSIERE	29/631,295	28-Dec-17				Pending
US	BRASSIERE	29/631,297	28-Dec-17				Pending
US	BRASSIERE	29/631,299	28-Dec-17				Pending
US	Brassier with Removable Pads	62/748,301	19-Oct-18				Pending
US	Brassier with Scoop Neck	62/751,450	26-Oct-18				Pending
US	ARTICULATING GARMENT CLOSURE MECHANISM	62/853,444	28-May-19				Pending

Schedule 2

Trademark Registrations and Applications

Mark	Jurisdiction	Class(es)	Serial No.	Date Filed	Date Registered	Status
COMPLEXION PALETTE	China	24, 25	24418861 24418862	06/01/17	05/28/18	Registered
COMPLEXION PALETTE	United States	25, 35	87/329,360 87/466,370	02/09/17 05/26/17		Allowed
EB CORE	China	25, 26	24317498 24317499	05/25/17		Pending
EB CORE	United States	25, 26	87/329,356	02/09/17		Allowed
EB MATCH	United States	25, 45	87/428,901 5546857	04/27/17	08/21/2018	Registered
EVELYN & BOBBIE	Canada	25, 26, 35	1,829,552	03/27/17		Published
EVELYN & BOBBIE	China	24, 25, 26, 35	22941580 22941581 22941582 23308046	02/27/17 02/27/17 02/27/17 03/28/17	02/28/18 02/28/18 02/28/18 03/21/18	Registered
EVELYN & BOBBIE	European Union	25, 26, 35	01651611	03/28/17	07/31/17	Registered
EVELYN & BOBBIE	United States	25 (non-core) 35	87/439,055	05/05/17		Allowed
EVELYN & BOBBIE	United States	25 (core)	88/144,579	10/05/18		Allowed
EVELYN BOBBIE	United States	35	88/144,677	10/05/18		Allowed
EVELYN BOBBIE	United States	25	86/132,878 5,418,465	12/02/13	03/06/18	Registered
EVERYDAY BUSTIER	China	24, 25	24317500 24317501	05/25/17		Class 24 Pending Class 25 Published
EVERYDAY BUSTIER	United States	25	86/776,837 5492572	10/02/15	06/12/18	Registered
(CIRCLES LOGO)	Canada	25, 26, 35	1,829,553	03/27/17		Published
(CIRCLES LOGO)	China	24, 25, 26	22910243 22910245 22910256	02/23/17	02/28/18	Registered
(CIRCLES LOGO)	European Union	25, 26, 35	016515652	03/28/17	09/07/17	Registered
(CIRCLES LOGO)	United States	25 (core)	86/818,004 5519971	11/12/15	07/17/18	Registered
(CIRCLES LOGO)	United States	25 (non-core) 35	87/439,030	05/05/17		Allowed
STAND TALL AND LEAD FROM THE HEART	Australia	25	1888232	11/18/17	02/22/18	Registered

STAND TALL AND LEAD FROM THE HEART	Canada	25	1,868,605	11/17/17		Allowed
STAND TALL AND LEAD FROM THE HEART	European Union	25	017495532	11/19/17	03/15/18	Registered
STAND TALL AND LEAD FROM THE HEART	United States	25, 35, 45	87/457,628	05/19/17		Allowed
TRUE COMPLEXION	China	24, 25	24418859 24418860	06/01/17	05/28/17	Registered
TRUE COMPLEXION	United States	25, 35	87/330,456 87/466,366	02/09/17 05/26/17		Class 25 Allowed Class 35 Registered
YOU-SIZED	China	25	24317496	05/25/17	09/07/18	Registered

Schedule 3

Copyright Registrations and Applications

None.