

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM546553

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Retail Cloud Technologies, LLC		10/21/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Fast Retailing USA, Inc.		
<b>Street Address:</b>	450 West 14th Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10014		
<b>Entity Type:</b>	Corporation: NEW YORK		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4628054	TEAMWORK RETAIL	
<b>Registration Number:</b>	4628053	TEAMWORK RETAIL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2149813400		
<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>	214-981-3483		
<b>Email:</b>	dclark@sidley.com		
<b>Correspondent Name:</b>	Dusan Clark, Esq.		
<b>Address Line 1:</b>	Sidley Austin LLP		
<b>Address Line 2:</b>	2021 McKinney Ave., Suite 2000		
<b>Address Line 4:</b>	Dallas, TEXAS 75201		
<b>ATTORNEY DOCKET NUMBER:</b>	83500-98285 [Fast Retail]		
<b>NAME OF SUBMITTER:</b>	Dusan Clark		
<b>SIGNATURE:</b>	/Dusan Clark/		
<b>DATE SIGNED:</b>	10/24/2019		
<b>Total Attachments: 17</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, replaced, supplemented or otherwise modified from time to time, this "Agreement"), dated as of the 21st day of October, 2019, is entered into by and among RETAIL CLOUD TECHNOLOGIES, LLC, a Delaware limited liability company, having an address at 380 Park Place Blvd., Suite 250, Clearwater, Florida 33759 ("Grantor"), and FAST RETAILING USA, INC., a New York corporation, having an address at 450 West 14th Street, New York, New York 10014, USA ("Secured Party").

### RECITALS

WHEREAS, Grantor has issued to Secured Party that certain Promissory Note dated as of even date herewith (the "Note"), in the aggregate principal amount of up to \$40,000,000.

WHEREAS, it is a condition precedent to the agreement of Secured Party to make the loan evidenced by the Note, that Grantor execute and deliver this Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which by the parties hereto is hereby acknowledged, the parties hereto agree as follows:

Section 1. Note. Capitalized terms used but not defined herein shall have the meanings specified in the Note. All terms defined in the New York UCC (as defined below) and not defined herein shall have the meanings specified in the New York UCC.

Section 2. Other Defined Terms. As used in this Agreement, the following terms have the meanings specified below:

"After-Acquired Intellectual Property" has the meaning set forth in Section 8(d) of this Agreement.

"Collateral" has the meaning set forth in Section 4 of this Agreement.

"Copyrights" means, with respect to any Person, all of the following now owned or hereafter acquired by such Person: (a) all copyright rights in any work subject to the copyright laws of the United States or any other country, whether as author, assignee, transferee or otherwise; and (b) all registrations and applications for registration of any such copyright in the United States or any other country, including registrations, recordings, supplemental registrations and pending applications for registration in the United States Copyright Office or any foreign counterpart of the foregoing.

"Grantor" has the meaning set forth in the preamble of this Agreement.

"Intellectual Property" means all intellectual and similar property of every kind and nature, including inventions, designs, Copyrights, Trademarks, trade secrets, confidential or proprietary technical and business information, know-how, show-how or other data or information, software and databases and all embodiments or fixations thereof, the Source Code,

all licenses relating thereto, and related documentation, registrations and franchises, and all additions, improvements and accessions to, and books and records describing or used in connection with, any of the foregoing.

“Intellectual Property Collateral” means Collateral consisting of Intellectual Property.

“IP Documents” means each contract, agreement or instrument relating to the Intellectual Property Collateral.

“License” means any written agreement, now or hereafter in effect, granting to any third party any right to use any Intellectual Property now or hereafter owned by Grantor or that Grantor otherwise has the right to license, or granting to Grantor any right to use any Intellectual Property now or hereafter owned by any third party, and all rights of Grantor under any such agreement.

“Material Adverse Effect” means a material impairment of the rights and remedies of Secured Party hereunder, or in the perfection, value or priority of Secured Party’s security interest in the Collateral.

“MSA” means that certain Master Services Agreement and related Statement of Work, by and between Grantor and Fast Retailing Co. Ltd. (“*FR Japan*”), dated March 23, 2018, as amended on the date hereof.

“New York UCC” means the Uniform Commercial Code as from time to time in effect in the State of New York.

“Person” means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership or other entity.

“Proceeds” has the meaning specified in Section 9-102 of the New York UCC.

“Secured Obligations” has the meaning set forth in Section 3 of this Agreement.

“Security Interest” has the meaning set forth in Section 4 of this Agreement.

“Source Code” has the meaning set forth in the MSA.

“Trademarks” means, with respect to any Person, all of the following now owned or hereafter acquired by such Person: (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all

extensions or renewals thereof; (b) all goodwill associated therewith or symbolized thereby; and (c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

“UCC” means the New York UCC or, when the context implies, the Uniform Commercial Code as in effect from time to time in any other applicable jurisdiction.

Section 3. Secured Obligations. This Agreement is made for the purpose of securing the prompt and punctual payment when due of all amounts now outstanding or hereafter becoming due and payable under the Note and all modifications thereof (collectively, the “Secured Obligations”).

Section 4. Security Interest. (a) As security for the payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, now existing or hereafter arising, Grantor hereby assigns, transfers and pledges to Secured Party, and hereby grants to Secured Party, for the benefit of Secured Party, a security interest (the “Security Interest”) in, all of Grantor’s right, title and interest, whether now owned or hereafter acquired, in, to and under the following (collectively, the “Collateral”):

- (i) all Trademarks;
- (ii) all Copyrights;
- (iii) all Licenses;
- (iv) the Source Code and all Intellectual Property related thereto;
- (v) all rights of Grantor to receive monies due and to become due under or pursuant to the IP Documents;
- (vi) all claims of Grantor for damages arising out of or for breach of or default under the IP Documents;
- (vii) all rights of Grantor to terminate, amend, supplement, modify or waive performance under the IP Documents, to compel performance and otherwise to exercise all remedies thereunder; and
- (viii) to the extent not included in the foregoing, all rights of Grantor in and to all cash and non-cash Proceeds, products, offspring, rents, revenues, issues, profits, royalties, income, benefits, additions, substitutions, replacements and accessions of and to any and all of the foregoing and all collateral security and guaranties given by any Person with respect to any of the foregoing.

(b) Grantor hereby irrevocably authorizes Secured Party at any time and from time to time to file in any relevant jurisdiction any initial financing statements or other appropriate filings, recordations or registrations with respect to the Collateral or any part thereof and amendments thereto that contain the information required by Article 9 of the UCC for the filing of any such financing statement or other appropriate filing, recordation, registration or

amendment, including whether Grantor is an organization, the type of organization and any organizational identification number issued to Grantor; provided that any such financing statement shall describe the Collateral with reasonable specificity and shall not describe the Collateral as "all assets" or in similar terms. Secured Party is further authorized to file with the United States Patent and Trademark Office and/or United States Copyright Office (if applicable) (or any successor office or any similar office in any other country) such documents as may be necessary or advisable for the purpose of perfecting, confirming, continuing, enforcing or protecting the Security Interest granted by Grantor, without the signature of Grantor, and naming Grantor as debtor and Secured Party as secured party. In connection with the foregoing, Grantor agrees to promptly provide such information to Secured Party as it may reasonably request.

(c) The Security Interest is granted as security only and shall not subject Secured Party to, or in any way alter or modify, any obligation or liability of Grantor with respect to or arising out of the Collateral or under any of the IP Documents.

#### Section 5. Source Code Escrow.

(a) At the written request of Secured Party, Grantor shall keep on deposit with PRAXIS Technology Escrow, LLC (the "Escrow Agent") the Source Code, including: (1) the executable code for all material modifications, enhancements, upgrades, and add-ons thereto and any derivative works thereof; and (2) all materials, diagrams, drawings, manuals and documents required for ongoing support of the foregoing (collectively, the "Escrow Materials"). The Escrow Materials shall be on deposit with the Escrow Agent pursuant to the terms of the escrow agreement between Grantor, Secured Party and the Escrow Agent (the "Escrow Agreement"), to be entered into within 30 days after the date of Secured Party's written request. Grantor shall maintain the Escrow Materials in current form, providing updates to the Escrow Materials in accordance with the MSA, but in no event less than quarterly.

(b) The Escrow Agreement shall provide that the Escrow Agent shall release the Escrow Materials to Secured Party if: (1) any Event of Default occurs that is not cured within any applicable cure period; or (2) Grantor purports to terminate the MSA without cause, or otherwise repudiates the MSA.

(c) Notwithstanding anything in this Agreement or the Escrow Agreement to the contrary and subject to the terms and conditions of this Agreement, Grantor hereby grants to Secured Party a non-exclusive, nontransferable (except as otherwise provided in this Agreement), worldwide, royalty-free and fully paid up right and license to use, execute, sublicense, copy, modify and have modified the Escrow Materials solely to the extent necessary to perform the Services (as defined in the MSA) at any time after the Escrow Materials have been released by the Escrow Agent.

Section 6. Representations and Warranties. Grantor hereby represents and warrants to Secured Party as follows:

(a) To Grantor's knowledge, no third party has claimed that all or any portion of the Intellectual Property Collateral infringes on such third party's Intellectual Property rights.

(b) Grantor has the full power, right and authority to execute and deliver this Agreement.

(c) Grantor lawfully holds good and valid rights in and title to the Collateral and has full power and authority to grant to Secured Party the Security Interest in the Collateral pursuant hereto and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other Person, other than any consent or approval that has been obtained, and has not: (i) previously sold, assigned, transferred, mortgaged or pledged any right or interest in the Collateral to any Person; or (ii) executed any other document or instrument that might prevent or limit Secured Party from operating under or realizing the benefits of the terms, conditions and provisions of this Agreement.

(d) Grantor is not in default under any IP Document.

(e) No authorizations, consents, approvals, licenses, permits, filings or registrations with any governmental authority or agency are necessary for the execution, delivery or performance by Grantor of this Agreement or for the validity or enforceability thereof except those obtained on or prior to the date hereof.

(f) Grantor represents and warrants that Schedule 6(f) contains a description of all Collateral consisting of Intellectual Property with respect to registered Trademarks (and Trademarks for which United States or foreign registration applications are pending) and is delivered to Secured Party for recording by the United States Patent and Trademark Office pursuant to 35 U.S.C. § 261, 15 U.S.C. § 1060 and the regulations thereunder, as applicable, and otherwise as may be required pursuant to the laws of any other necessary jurisdiction, to protect the validity of and to establish a legal, valid and perfected security interest in favor of Secured Party in respect of all Collateral consisting of Trademarks in which a security interest may be perfected by filing, recording or registration in the United States (or any political subdivision thereof) and its territories and possessions.

(g) The Security Interest constitutes (i) a legal and valid security interest in all the Collateral securing the payment and performance of the Obligations, (ii) subject to the filings described in paragraph (f) above, a perfected security interest in all Collateral in which a security interest may be perfected by filing, recording or registering a financing statement or analogous document in the United States (or any political subdivision thereof) and its territories and possessions pursuant to the UCC and (iii) a security interest that shall be perfected in all Collateral in which a security interest may be perfected upon the receipt and recording of this Agreement with the United States Patent and Trademark Office within the three-month period (commencing as of the date hereof)

pursuant to 35 U.S.C. § 261 or 15 U.S.C. § 1060 and otherwise as may be required pursuant to the laws of any other necessary jurisdiction.

(h) The Collateral is owned by Grantor free and clear of any lien. Grantor has not filed or consented to the filing, recordation or registration of (i) any financing statement or analogous document under the UCC or any other applicable laws covering any Collateral or (ii) any assignment in which Grantor assigns any Collateral or any security agreement or similar instrument covering any Collateral with the United States Patent and Trademark Office, which financing statement or analogous document, assignment, security agreement or similar instrument is still in effect. The Security Interest is intended to be a first priority security interest.

(i) None of the Intellectual Property Collateral consists of any Copyrights registered or filed with the United States Copyright Office.

Section 7. Covenants of Grantor. Grantor covenants and agrees as follows:

(a) Grantor shall perform and observe, in a timely manner, all of the covenants, conditions, obligations and agreements of Grantor under the IP Documents, except as could not reasonably be expected to have a Material Adverse Effect;

(b) Without the prior written consent of Secured Party, which consent shall not be unreasonably withheld or delayed, Grantor shall not sell, assign, transfer, mortgage or pledge any portion of the Collateral; provided, however, to the extent not otherwise prohibited by the Note, Grantor shall have the right to license the Collateral to customers in the ordinary course of its business but only to the extent such licenses could not result in a legal transfer of title of the licensed property;

(c) Grantor shall, at its own expense, take any and all commercially reasonable actions necessary to defend title to the Collateral against all Persons and to defend the Security Interest of Secured Party in the Collateral and the priority thereof;

(d) Not later than ninety (90) days after the end of each calendar year, Grantor shall deliver to Secured Party a certificate executed by an authorized officer of Grantor setting forth the information required to make all filings, recordings and registrations referenced above relating to the Collateral or confirming that there has been no material change in such information since the date of the most recent certificate delivered pursuant to this Section 7(d) (or since the date hereof, with respect to the first certificate given after the date hereof); and

(e) Grantor shall execute, at its own expense, acknowledge, deliver and cause to be duly filed all such further instruments and documents and take all such actions as Secured Party may from time to time reasonably request to better assure, preserve, protect and perfect the Security Interest and the rights and remedies created hereby, including the payment of any fees and taxes required in connection with the execution and delivery of this Agreement, the granting of the Security Interest and the filing,



recordation or registration of any financing statements or such other appropriate filings, recordations or registrations or other documents in connection herewith or therewith under applicable laws. If any amount payable under or in connection with any of the Collateral shall be or become evidenced by any promissory note or other instrument, such note or instrument shall be promptly pledged and delivered to Secured Party, duly endorsed in a manner reasonably satisfactory to Secured Party. Without limiting the generality of the foregoing, Grantor hereby authorizes Secured Party, with prompt notice thereof to Grantor, to supplement this Agreement by adding additional schedules hereto to specifically identify any Collateral that may constitute Copyrights, Licenses or Trademarks; *provided* that Grantor shall have the right, exercisable within ten (10) days after it has been notified by Secured Party of the specific identification of such Collateral, to advise Secured Party in writing of any inaccuracy of the representations and warranties made by Grantor hereunder with respect to such Collateral. Grantor agrees that it will use its best efforts to take such action as shall be necessary in order that all representations and warranties hereunder shall be true and correct with respect to such Collateral within thirty (30) days after the date it has been notified by Secured Party of the specific identification of such Collateral.

Section 8. As to Intellectual Property Collateral.

(a) Except where Grantor makes a commercially reasonable and good faith determination that leaving a given item of Intellectual Property unregistered is the more effective way of securing its rights in that Intellectual Property, or to the extent failure to act could not reasonably be expected to have a Material Adverse Effect, with respect to registration or pending application of each item of its Intellectual Property Collateral for which Grantor has standing to do so, Grantor agrees to take, at its expense, all steps, including, without limitation, in the U.S. Patent and Trademark Office, the U.S. Copyright Office (if applicable) and any other applicable Governmental Authority, to (i) maintain the validity and enforceability of any registered Intellectual Property Collateral (or applications therefor) and maintain such Intellectual Property Collateral in full force and effect, and (ii) pursue the registration and maintenance of each Trademark or Copyright (if applicable) registration or application, now or hereafter included in such Intellectual Property Collateral of Grantor, including, without limitation, the payment of required fees and taxes, the filing of responses to office actions issued by the U.S. Patent and Trademark Office, the U.S. Copyright Office (if applicable) or any other applicable Governmental Authority, the filing of applications for renewal or extension, the filing of affidavits or declarations under Sections 8 and 15 or the U.S. Trademark Act or any foreign counterpart thereof, opposition, cancellation, infringement and misappropriation proceedings.

(b) Except where Grantor determines an act or omission is commercially reasonable and in good faith or could not reasonably be expected to have a Material Adverse Effect, Grantor shall not do or permit any act or knowingly omit to do any act whereby any of its Intellectual Property Collateral may lapse, be terminated, or become

invalid or unenforceable or placed in the public domain (or in case of a trade secret, lose its competitive value).

(c) Except where failure to do so could not reasonably be expected to have a Material Adverse Effect, Grantor shall take all steps to preserve and protect each item of its Intellectual Property Collateral, including, without limitation, maintaining the quality of any and all products or services used or provided in connection with any of the Trademarks, consistent with the quality of the products and services as of the date hereof, and taking all commercially reasonable steps necessary to ensure that all licensed users of any of the Trademarks abide by the applicable license's terms with respect to the standards of quality.

(d) Grantor agrees that, should it obtain an ownership or other interest in any Intellectual Property Collateral after the date hereof ("After-Acquired Intellectual Property") (i) the provisions of this Agreement shall automatically apply thereto, and (ii) any such After-Acquired Intellectual Property and, in the case of Trademarks, the goodwill symbolized thereby, shall automatically become part of the Intellectual Property Collateral subject to the terms and conditions of this Agreement with respect thereto.

(e) In the event that Grantor registers any Copyright or acquires any registered Copyright that, in each case, should be pledged pursuant to Section 4, Grantor will promptly, and in any event within thirty (30) days, notify Secured Party of the same and cooperate as reasonably necessary to enable Secured Party to make any necessary or reasonably desirable recordings with the U.S. Copyright Office.

#### Section 9. Remedies.

(a) Upon the occurrence and during the continuance of any Event of Default, Secured Party shall have the right (but not the obligation), without notice to or demand on Grantor: (i) to exercise any and all rights and remedies provided hereunder or under the Note, as well as such remedies as may be available at law or in equity, and (ii) to correct any such Event of Default in such manner and to such extent as Secured Party may deem reasonably necessary to protect the Security Interest, including specifically, without limitation, the right (but not the obligation) to appear in and defend any action or proceeding purporting to affect the Security Interest or the rights or powers of Secured Party, and, in exercising any such powers, to pay necessary costs and expenses, employ counsel, and incur and pay reasonable attorneys' fees and expenses.

(b) At any time after the occurrence and during the continuance of an Event of Default, Secured Party, at its option, without notice, and without regard to the adequacy of security for the Secured Obligations, either in person or by Secured Party, with or without bringing any action or proceeding, or by a receiver to be appointed by a court at any time hereafter, may enforce for its own benefit any License against any other Persons. The exercise of any rights under this Agreement shall not be deemed to cure or waive any Event of Default, or waive, modify or affect any notice of any Event of Default, or invalidate any act done pursuant to such notice.

(c) Upon the occurrence and during the continuance of any Event of Default, Grantor shall deliver each physical item or embodiment of Collateral to Secured Party on demand, and Secured Party shall have the right, at the same or different times, with respect to any Collateral consisting of Intellectual Property, on demand, to cause the Security Interest to become an assignment, transfer and conveyance of any of or all such Collateral by Grantor to Secured Party, or to license or sublicense, whether general, special or otherwise, and whether on an exclusive or nonexclusive basis, any such Collateral throughout the world on such terms and conditions and in such manner as Secured Party shall determine (other than in violation of any then-existing licensing arrangements with unaffiliated Persons to the extent that waivers cannot be obtained), and, generally, to exercise any and all rights afforded to a secured party with respect to the Secured Obligations under the UCC or other applicable law. Without limiting the generality of the foregoing, Grantor agrees that Secured Party shall have the right, subject to the mandatory requirements of applicable law and the notice requirements described below, to sell or otherwise dispose of all or any part of the Collateral securing the Secured Obligations at a public or private sale, for cash, upon credit or for future delivery as Secured Party shall deem appropriate. Each purchaser at any such sale of Collateral shall hold the property sold absolutely, free from any claim or right on the part of Grantor, and Grantor hereby waives (to the extent permitted by law) all rights of redemption, stay and appraisal which Grantor now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted with respect to the Collateral.

(d) Secured Party shall give Grantor ten (10) days' written notice (which Grantor agrees is reasonable notice within the meaning of Section 9-611 of the New York UCC or its equivalent in other jurisdictions) of Secured Party's intention to make any sale of Collateral. Such notice, in the case of a public sale, shall state the time and place for such sale. Any such public sale shall be held at such time or times within ordinary business hours and at such place or places as Secured Party may fix and state in the notice (if any) of such sale. At any such sale, the Collateral, or portion thereof, to be sold may be sold in one lot as an entirety or in separate parcels, as Secured Party may (in its sole and absolute discretion) determine. Secured Party shall not be obligated to make any sale of any Collateral if it shall determine not to do so, regardless of the fact that notice of sale of such Collateral shall have been given. Secured Party may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for sale, and such sale may, without further notice, be made at the time and place to which the same was so adjourned. In case any sale of all or any part of the Collateral is made on credit or for future delivery, the Collateral so sold may be retained by Secured Party until the sale price is paid by the purchaser or purchasers thereof, but Secured Party shall take commercially reasonable steps to maintain the Collateral in the same or similar condition as was at the time of sale of the Collateral so sold and, in case of any such failure to pay the sale price, such Collateral may be sold again upon like notice. At any public (or, to the extent permitted by law, private) sale made pursuant to this Agreement, Secured Party may bid for or purchase, free (to the extent permitted by law) from any right of

redemption, stay, valuation or appraisal on the part of Grantor (all said rights being also hereby waived and released to the extent permitted by law), the Collateral or any part thereof offered for sale and may make payment on account thereof by using any claim then due and payable to Secured Party from Grantor as a credit against the purchase price, and Secured Party may, upon compliance with the terms of sale, hold, retain and dispose of such property without further accountability to Grantor therefor. For purposes hereof, a written agreement to purchase the Collateral or any portion thereof shall be treated as a sale thereof; Secured Party shall be free to carry out such sale pursuant to such agreement and Grantor shall not be entitled to the return of the Collateral or any portion thereof subject thereto, notwithstanding the fact that after Secured Party shall have entered into such an agreement all Events of Default shall have been remedied and the Secured Obligations paid in full. As an alternative to exercising the power of sale herein conferred upon it, Secured Party may proceed by a suit or suits at law or in equity to foreclose this Agreement and to sell the Collateral or any portion thereof pursuant to a judgment or decree of a court or courts having competent jurisdiction or pursuant to a proceeding by a court-appointed receiver. Any sale pursuant to the provisions of this Section 9(c) shall be deemed to conform to the commercially reasonable standards as provided in Section 9-610(b) of the New York UCC or its equivalent in other jurisdictions.

Section 10. Grant of License to Use Intellectual Property. For the purpose of enabling Secured Party to exercise rights and remedies under this Agreement at such time as Secured Party shall be lawfully entitled to exercise such rights and remedies after an Event of Default and expiration of any applicable cure period, Grantor hereby grants to Secured Party an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to Grantor) to use, license or sublicense any of the Collateral consisting of Intellectual Property now owned or hereafter acquired by Grantor, and wherever the same may be located, and including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof, for purposes of exercising any rights and remedies available to Secured Party in accordance with the terms of this Agreement and the other transaction documents. The use of such license by Secured Party may be exercised, at the option of Secured Party, only during the continuation of an Event of Default after the expiration of any applicable cure period; provided that any license, sublicense or other transaction entered into by Secured Party in accordance herewith shall be binding upon Grantor notwithstanding any subsequent cure of an Event of Default after expiration of any applicable cure period.

Section 11. No Obligation of Secured Party: Grantor Remains Liable. Notwithstanding any legal presumption to the contrary, nothing contained herein shall operate or be construed to obligate Secured Party to perform or discharge, nor does Secured Party hereby undertake to perform or discharge, any of the terms, covenants, conditions, obligations, duties or liabilities contained in the IP Documents or otherwise to impose any obligation upon Secured Party with respect to the IP Documents. Notwithstanding anything to the contrary, (i) Grantor (rather than Secured Party) shall remain liable (as between itself and any relevant counterparty) in respect of the IP Documents to the extent set forth therein to perform and satisfy all of its

duties and obligations thereunder to the same extent as if this Agreement had not been executed, (ii) the exercise by Secured Party of any of the rights and remedies hereunder shall not release Grantor from any of its duties or obligations under the IP Documents and (iii) Grantor shall indemnify and hold harmless Secured Party from and against any and all liability for Grantor's performance or nonperformance under the IP Documents. The provisions of this Section 11 shall survive the expiration or termination of this Agreement.

Section 12. Further Assurances. Grantor shall, from time to time upon the written request of Secured Party, promptly execute and deliver such further documents and take such further action as Secured Party may reasonably request in order to create, preserve, perfect and protect the assignment and Security Interest granted hereby and/or to enable Secured Party to exercise and enforce its rights and remedies hereunder. All of the foregoing shall be at Grantor's expense (including, without limitation, (i) all filing, registration and recording fees and (ii) all stamp taxes and other taxes and charges in connection therewith).

Section 13. Secured Party Appointed as Attorney-in-Fact. If an Event of Default has occurred and is continuing and after the expiration of any applicable cure period, Grantor hereby appoints Secured Party the attorney-in-fact of Grantor for the purpose of carrying out the provisions of this Agreement and taking any action and executing any instrument that Secured Party may deem necessary or advisable to accomplish the purposes hereof, which appointment is irrevocable and coupled with an interest. Without limiting the generality of the foregoing, Secured Party shall have the right, during the continuance of an Event of Default, upon notice by Secured Party to Grantor of its intent to exercise such rights, with full power of substitution either in Secured Party's name or in the name of Grantor (a) to receive, endorse, assign and/or deliver any and all notes, acceptances, checks, drafts, money orders or other evidences of payment relating to the Collateral or any part thereof; (b) to demand, collect, receive payment of, give receipt for and give discharges and releases of all or any of the Collateral; (c) to commence and prosecute any and all suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect or otherwise realize on all or any of the Collateral or to enforce any rights in respect of any Collateral; (d) to settle, compromise, compound, adjust or defend any actions, suits or proceedings relating to all or any of the Collateral; and (e) to use, sell, assign, transfer, pledge, make any agreement with respect to or otherwise deal with all or any of the Collateral, and to do all other acts and things necessary to carry out the purposes of this Agreement, as fully and completely as though Secured Party were the absolute owner of the Collateral for all purposes; provided that nothing herein contained shall be construed as requiring or obligating Secured Party to make any commitment or to make any inquiry as to the nature or sufficiency of any payment received by Secured Party, or to present or file any claim or notice, or to take any action with respect to the Collateral or any part thereof or the moneys due or to become due in respect thereof or any property covered thereby. Secured Party shall be accountable only for amounts actually received as a result of the exercise of the powers granted to it herein, and neither Secured Party nor its officers, directors, employees shall be responsible to Grantor for any act or failure to act hereunder, except for its own gross negligence or willful misconduct or that of any of their Affiliates, directors, officers, employees, counsel, or attorneys-in-fact.

Section 14. Security Agreement. This Agreement shall constitute a security agreement as that term is used in the UCC. Secured Party shall have, in addition to all other rights and remedies provided herein or in the Note, in law, at equity or otherwise, all rights and remedies of a secured party under the UCC. After deducting all expenses incurred in connection with the enforcement of its rights hereunder, Secured Party shall cause the proceeds of the Collateral to be applied to the payment of the Secured Obligations in such order as Secured Party may determine, and Grantor, subject to the terms of the Note, shall remain liable for any deficiency.

Section 15. No Liability. In the exercise of the powers herein granted to Secured Party, no liability shall be asserted or enforced by Grantor against Secured Party, all such liability being hereby expressly waived and released by Grantor, except for claims resulting from the gross negligence or willful misconduct of Secured Party. Grantor agrees to indemnify, defend and hold Secured Party and its directors, officers, employees, agents, attorneys, or any other person or entity affiliated with or representing Lender (each, an "*Indemnified Person*") harmless against: (a) all obligations, demands, claims, and liabilities (collectively, "*Claims*") claimed or asserted by any other party in connection with the transactions contemplated by this Agreement; and (b) all losses or expenses in any way suffered, incurred, or paid by such Indemnified Person as a result of, following from, consequential to, or arising from transactions between Secured Party and Grantor (including reasonable attorneys' fees and expenses), except for Claims and/or losses directly caused by such Indemnified Person's gross negligence or willful misconduct. The provisions of this Section 15 shall survive the expiration or termination of this Agreement.

Section 16. Termination. Secured Party agrees that when all Secured Obligations shall have been paid in full and fully performed, this Agreement shall terminate, and Secured Party shall execute and deliver to Grantor, upon such termination, at Grantor's sole cost and expense, such instruments of termination, all without recourse and without any representation or warranty whatsoever, as shall be reasonably requested by Grantor.

Section 17. Expenses. If any suit or other proceeding is instituted by Secured Party to enforce this Agreement (or any portion hereof), Grantor shall pay, upon demand, all of the reasonable out-of-pocket costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements) incurred by Secured Party in connection therewith. The obligations of Grantor under this Section 17 shall survive the expiration or termination of this Agreement.

Section 18. Reinstatement. This Agreement and the security interest created hereunder shall automatically be reinstated if and to the extent that for any reason any payment by or on behalf of Grantor in respect of the Secured Obligations is rescinded or must otherwise be restored by any holder of the Secured Obligations, whether as a result of any proceedings in bankruptcy or reorganization or otherwise and Grantor shall indemnify Secured Party for all reasonable out-of-pocket costs and expenses (including, without limitation, reasonable attorney's fees and disbursements) incurred by Secured Party in connection with such rescission or restoration.

Section 19. Miscellaneous.

(a) No Waiver. No failure on the part of Secured Party to exercise, and no course of dealing with respect to, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by Secured Party of any right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The remedies herein are cumulative and are not exclusive of any remedies provided by law.

(b) Marshaling. Secured Party shall not be required to marshal any present or future security for, or guaranties of, the Secured Obligations or any of them, or to resort to such security or guaranties in any particular order; and all of its rights hereunder and in respect of such securities and guaranties shall be cumulative and in addition to all other rights, however existing or arising. To the extent that it lawfully may, Grantor hereby agrees that it will not invoke any law relating to the marshaling of collateral which might cause delay in or impede the enforcement of Secured Party's rights under this Agreement or under any other instrument evidencing any of the Secured Obligations or under which any of the Secured Obligations is outstanding or by which any of the Secured Obligations is secured or guaranteed, and to the extent that it lawfully may Grantor hereby irrevocably waives the benefits of all such laws. Secured Party shall have no duty as to the collection or protection of the Collateral or any income thereon, nor as to the preservation of rights against prior parties, nor as to the preservation of any rights pertaining thereto beyond the sole custody thereof.

(c) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, including Section 5-1401 of the General Obligations Law, but otherwise without giving effect to its choice of law rules.

(d) Severability. If any provision hereof is invalid or unenforceable in any jurisdiction, then, to the fullest extent permitted by law, (i) the other provisions hereof shall remain in full force and effect in such jurisdiction and (ii) the invalidity or unenforceability of any provision hereof in any jurisdiction shall not affect the validity or enforceability of such provision in any other jurisdiction. Such invalid or unenforceable provision shall be modified to the minimum extent necessary to render such provisional valid and enforceable.

(e) Cumulative Remedies. All rights and remedies set forth in this Agreement are cumulative, and Secured Party may recover judgment thereon, issue execution therefor, and resort to every other right or remedy available at law or in equity, without first exhausting and without affecting or impairing the security of any right or remedy afforded hereby; and no such right or remedy set forth in this Agreement shall be deemed exclusive of any of the remedies or rights granted to Secured Party in the Note or any other document. Nothing contained in this Agreement shall be deemed to limit or restrict the rights and remedies of Secured Party under any document related to the Secured Obligations.

(f) Waivers, Etc. This Agreement may not be amended, waived or discharged except by an instrument in writing duly executed by Grantor and Secured Party, except Secured Party may elect to waive any of its rights hereunder from time to time without permanently

waiving any such right by virtue of any single such waiver or being obligated so to waive such right (or any other right) in any future similar or dissimilar circumstances.

(g) Successors and Assigns. This Agreement shall be binding upon, and shall inure to the benefit of the respective successors and assigns of Grantor and Secured Party; provided, however, that Grantor shall not assign or transfer its rights or obligations hereunder without the prior written consent of Secured Party.

(h) Notices. All notices, requests and other communications provided for herein shall be given or made in writing in the manner specified in the Note.

(i) Headings. Headings used in this Agreement are for convenience of reference only and do not constitute part of this Agreement for any purpose.

(j) WAIVER OF JURY TRIAL. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY HEREBY IRREVOCABLY WAIVES TRIAL BY JURY IN ANY JUDICIAL PROCEEDING BROUGHT BY THE OTHER PARTY INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER IN ANY WAY ARISING OUT OF, RELATED TO, OR IN CONNECTION WITH THIS AGREEMENT

(k) Counterparts. This Agreement may be executed in any number of counterparts, each of which may be delivered physically, as a facsimile copy or as an electronic file of a copy and shall be effective as a manually executed original, and all of which taken together shall constitute one and the same instrument and either of the parties hereto may execute this Agreement by signing any such counterpart.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

**GRANTOR:**

RETAIL CLOUD TECHNOLOGIES, LLC, a  
Delaware limited liability company

By:   
Name: Chad Willis  
Title: Managing Member

**SECURED PARTY:**

FAST RETAILING USA, INC., a New York  
corporation

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.


**GRANTOR:**

RETAIL CLOUD TECHNOLOGIES, LLC, a Delaware limited liability company

By: \_\_\_\_\_  
Name:  
Title:

**SECURED PARTY:**

FAST RETAILING USA, INC., a New York corporation

By:  \_\_\_\_\_  
Name: Yoram Arieven  
Title: Chief Financial  
officer +  
Chief Operating  
officer

Schedule 6(f)

Trademarks

<u>Trademark Title</u>	<u>Application No.</u>	<u>Date of Application</u>	<u>Reg. No.</u>	<u>Date of Registration</u>
Teamwork Retail	86212297	N/A	4,628,054	10/28/14
Teamwork Retail	86212273	N/A	4,628,053	10/28/14