

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM549680

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Evelyn & Bobbie, LLC		11/01/2019	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: 12			
Property Type	Number	Word Mark	
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 using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	9735302025		
Email:	trademarks@csglaw.com		
TRADEMARK			

OP \$315.00 87329356

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: 11/15/2019

Total Attachments: 17

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (“**IP Security Agreement**”), dated as of November 1, 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 November 1, 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 November 1, 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 
Name: BREE MCKEEN
Title: FOUNDER & CEO

AGREED TO AND ACCEPTED:

E&B CAPITAL LLC

By _____
Name:
Title:

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 _____

Name:

Title:

AGREED TO AND ACCEPTED:

E&B CAPITAL LLC

By  _____

Name: James H. Simons

Title: Manager

SCHEDULE 1

Patents and Patent Applications

Country	Attorney Docket No.	Title	Application Number	Filing Date	Publication Number	Patent Number	Issue Date	Status
US	200160.PT10US.PR	BRA COMPONENTS, CASEMENT, AND HOUSING	62/510,720	5/24/2017				Expired
US	200160.PT13US.PR	EXPANDABLE VOLUMETRIC CUP	62/572,306	10/13/2017				Expired
US	200160.PT14US.PR	LAYERED SUPPORT STRUCTURE FOR INCLUSION IN A GARMENT	62/572,530	10/15/2017				Expired
US	200160.PT15US.PR	PERFORATED SUPPORT STRUCTURE FOR INCLUSION IN A GARMENT	62/572,531	10/15/2017				Expired
US	200160.PT16US.PR	SUPPORT STRUCTURE WITH GEOMETRIC FEATURES FOR INCLUSION IN A GARMENT	62/572,532	10/15/2017				Expired
US	200160.PT17US.PR	UNDER-BUST BAND FOR A GARMENT	62/572,527	10/15/2017				Expired

Country	Attorney Docket No.	Title	Application Number	Filing Date	Publication Number	Patent Number	Issue Date	Status
US	200160.PT18US.PR	BANDED SUPPORT STRUCTURE FOR A GARMENT	62/572,528	10/15/2017				Expired
US	200160.PT1US	SUPPORT BUSTIER GARMENT	14/165,271	1/27/2014	20140213145	8864549	10/21/2014	Issued
US	200160.PT1US.C	SUPPORT BUSTIER GARMENT	14/517,743	10/17/2014	2015-0044940	9237772	1/19/2016	Issued
US	200160.PT1US.C2	SUPPORT BUSTIER GARMENT	14/833,669	8/24/2015	2015-0359268	9392822	7/19/2016	Issued
US	200160.PT1US.C3	BUSTIER GARMENT WITH SUPPORT STRUCTURES HAVING A PLURALITY OF LAYERS	15/203,421	7/6/2016	20160309797	10271585	4/30/2019	Issued
US	200160.PT1US.C4	BUSTIER GARMENT	16/379,438	4/9/2019	20190231000			Published
US	200160.PT1US.PR	Support Bustier	61/756,989	1/25/2013				Expired
WO	200160.PT1WO	SUPPORT BUSTIER GARMENT	PCT/US14/13240	1/27/2014	2014117105			Expired
AU	200160.PT1WO.AU	SUPPORT BUSTIER GARMENT	2014209122	1/27/2014	2014209122	2014209122	7/12/2018	Issued
BR	200160.PT1WO.BR	SUPPORT BUSTIER GARMENT	112015017779.4	1/27/2014	112015017779			Abandoned

Country	Attorney Docket No.	Title	Application Number	Filing Date	Publication Number	Patent Number	Issue Date	Status
CA	200160.PT1WO.CA	SUPPORT BUSTIER GARMENT	2899320	1/27/2014	2899320			Published
CN	200160.PT1WO.CN	SUPPORT BUSTIER GARMENT	201480010903.6	1/27/2014	CN105007768	105007768	3/15/2019	Issued
MX	200160.PT1WO.DMX	SUPPORT BUSTIER GARMENT	MX/a/2018/004208	4/5/2018				Pending
EA	200160.PT1WO.EA	SUPPORT BUSTIER GARMENT	201591256/31	1/27/2014	201591256	30480	8/31/2018	Issued, to be abandoned
EP	200160.PT1WO.EP	SUPPORT BUSTIER GARMENT	14743241.3	1/27/2014	2 948 007			Published
ID	200160.PT1WO.ID	SUPPORT BUSTIER GARMENT	P00201505062	1/27/2014				Abandoned
IL	200160.PT1WO.IL	SUPPORT BUSTIER GARMENT	240144	1/27/2014				Abandoned
IN	200160.PT1WO.IN	SUPPORT BUSTIER GARMENT	6656/DELNP/2015	1/27/2014				Pending
JP	200160.PT1WO.JP	SUPPORT BUSTIER GARMENT	2015-555391	1/27/2014				Abandoned
KR	200160.PT1WO.KR	SUPPORT BUSTIER GARMENT	10-2015-7022448	1/27/2014	10-2015- 0115814			Abandoned
MX	200160.PT1WO.MX	Support Bustier Garment.	MX/a/2015/009666	1/27/2014	2015009666	355194	4/5/2018	Issued

Country	Attorney Docket No.	Title	Application Number	Filing Date	Publication Number	Patent Number	Issue Date	Status
MY	200160.PT1WO.MY	SUPPORT BUSTIER GARMENT	P12015001862	1/27/2014				Abandoned
NZ	200160.PT1WO.NZ	SUPPORT BUSTIER GARMENT	710721	1/27/2014		710721	1/26/2018	Issued, to be abandoned
PH	200160.PT1WO.PH	SUPPORT BUSTIER GARMENT	1-2015-501657	1/27/2014	PH2015501657			Abandoned
SG	200160.PT1WO.SG	SUPPORT BUSTIER GARMENT	11201505798V	1/27/2014				Pending, to be abandoned
TH	200160.PT1WO.TH	SUPPORT GARMENT BUSTIER	1501004190	1/27/2014				Pending
VN	200160.PT1WO.VN	SUPPORT GARMENT BUSTIER	1-2015-02908	1/27/2014				Pending
ZA	200160.PT1WO.ZA	Support Bustier Garment	2015/06092	1/27/2014		2015/06092	12/21/2016	Issued, to be abandoned
US	200160.PT22US.PR	ARTICULATING GARMENT CLOSURE MECHANISM	62/677,548	5/29/2018				Expired
US	200160.PT22US.PR2	ARTICULATING GARMENT CLOSURE MECHANISM	62/853,444	5/28/2019				Pending
US	200160.PT23US.PR	BRASSIERE WITH REMOVABLE PADS	62/748,301	10/19/2018				Expired

Country	Attorney Docket No.	Title	Application Number	Filing Date	Publication Number	Patent Number	Issue Date	Status
US	200160.PT24US.PR	BRASSIERE WITH SCOOP NECK	62/751,450	10/26/2018				Expired
US	200160.PT25US.PR	INTERLOCKING ATTACHMENT MECHANISM	62/721,511	8/22/2018				Expired
US	200160.PT2US.PR	SUPPORT BUSTIER GARMENT	62/188,269	7/2/2015				Expired
US	200160.PT2US.PR2	SUPPORT BUSTIER GARMENT	62/353,392	6/22/2016				Expired
US	200160.PT3US.PR	BRASSIER SUPPORT STRUCTURE WITH CURVED OPENING	62/385,075	9/8/2016				Expired
US	200160.PT4US.PR	BRASSIER GARMENT AND COMPONENTS THEREOF	62/273,420	12/30/2015				Expired
US	200160.PT4US.PR2	BRASSIER GARMENT AND COMPONENTS THEREOF	62/435,444	12/16/2016				Expired
US	200160.PT4US.PR3	BRASSIER GARMENT AND COMPONENTS THEREOF	62/624,561	1/31/2018				Expired

Country	Attorney Docket No.	Title	Application Number	Filing Date	Publication Number	Patent Number	Issue Date	Status
US	200160.PT5US	GARMENT FRAME, SUPPORT STRUCTURE, CASING, AND HOUSING	15/608,973	5/30/2017	2017-0340024			Allowed (Issue Fee Paid 10/14/19)
US	200160.PT5US.PR	SYSTEMS, DEVICES, AND METHODS FOR GARMENT SIZING AND PRODUCTION	62/342,795	5/27/2016				Expired
WO	200160.PT5WO	GARMENT FRAME, SUPPORT STRUCTURE, CASING, AND HOUSING	PCT/US17/34866	5/26/2017	2017/205849			Expired
AU	200160.PT5WO.AU	Garment Frame, Support Structure, Casing, And Housing	2017271675	5/26/2017	2017271675			Published
CA	200160.PT5WO.CA	Garment Frame, Support Structure, Casing, And Housing	3024708	5/26/2017	3024708			Published

Country	Attorney Docket No.	Title	Application Number	Filing Date	Publication Number	Patent Number	Issue Date	Status
CN	200160.PT5WO.CN	Garment Frame, Support Structure, Casings, And Housing	201780000835.9	5/26/2017	CN107708457A			Published
EP	200160.PT5WO.EP	BRA COMPONENTS, CASEMENT, AND HOUSING	17803736.2	5/27/2017	3462948			Published
LK	200160.PT5WO.LK	COMPONENTS, CASEMENT, AND HOUSING	20242	12/12/2018				Pending
VN	200160.PT5WO.VN	Garment frames and systems comprising a frame	1-2018-05980	12/27/2018				Pending
US	200160.PT5XUS	GARMENT SUPPORT STRUCTURE AND CASING	15/630,850	6/22/2017	2017-0340023	10390571	8/27/2019	Issued
US	200160.PT5XUS.C	GARMENT SUPPORT STRUCTURE AND CASING	16/548,695	8/22/2019				Pending
WO	200160.PT5XWO	GARMENT SUPPORT STRUCTURE AND CASING	PCT/US17/38865	6/22/2017	2017223380			Expired
US	200160.PT6US.PR	GARMENT FRAME AND CASING	62/460,036	2/16/2017				Expired

Country	Attorney Docket No.	Title	Application Number	Filing Date	Publication Number	Patent Number	Issue Date	Status
US	200160.PT7US.PR	GARMENT CLOSURE MECHANISM	62/506,516	5/15/2017				Expired
US	200160.PT7US.PR2	GARMENT CLOSURE MECHANISM						Unfiled
US	200160.PT8US.PR	SYSTEMS, DEVICES, AND METHODS FOR DETERMINING A BRA SIZE FOR A WEARER	62/507,183	5/16/2017				Expired
US	200160.PT9US.PR	BRA COMPONENTS, CASEMENT, AND HOUSING	62/510,527	5/24/2017				Expired
US	200160.PTD11US	TWO-PIECE GARMENT CLOSURE MECHANISM	29/626,044	11/14/2017				To be Abandoned
CN	200160.PTD11US.CN	TWO-PIECE GARMENT CLOSURE MECHANISM	201730563325.5	11/15/2017		ZL 201730563325.5	11/23/2018	Abandoned
CN	200160.PTD11US.CN2	TWO-PIECE GARMENT CLOSURE MECHANISM	201730564119.6	11/15/2017		ZL 201730564119.6	12/11/2018	Abandoned
CN	200160.PTD11US.CN4	TWO-PIECE GARMENT CLOSURE MECHANISM	201730563319.X	11/15/2017		304621708	5/11/2018	Abandoned

Country	Attorney Docket No.	Title	Application Number	Filing Date	Publication Number	Patent Number	Issue Date	Status
CN	200160.PTD11US.CN6	TWO-PIECE GARMENT CLOSURE MECHANISM	201730563821	11/15/2017		ZL 201730563821.0	7/13/2018	Abandoned
CN	200160.PTD11US.CN7	TWO-PIECE GARMENT CLOSURE MECHANISM	201730563846	11/15/2017		ZL 201730563846.0	1/18/2019	Abandoned
EM	200160.PTD11US.EP	TWO-PIECE GARMENT CLOSURE MECHANISM	004510634-0001/0008	11/17/2017		004510634-0001/0008	11/30/2017	Issued
LK	200160.PTD11US.LK	TWO-PIECE GARMENT CLOSURE MECHANISM	12259	11/15/2017				Abandoned
MX	200160.PTD11US.MX	TWO-PIECE GARMENT CLOSURE MECHANISM	MX/f/2017/003553	11/14/2017				Abandoned
VN	200160.PTD11US.VN	TWO-PIECE GARMENT CLOSURE MECHANISM	3-2017-02379	11/15/2017				Abandoned
US	200160.PTD11XUS	TWO-PIECE GARMENT CLOSURE MECHANISM	29/627,135	11/22/2017				To be Abandoned
US	200160.PTD12US	BRASSIERE	29/627,121	11/22/2017				Abandoned
CN	200160.PTD12US.CN	BRASSIERE	201730603002.4	11/30/2017		ZL201730603002.4	8/7/2018	Abandoned
LK	200160.PTD12US.LK	BRASSIERE	12275	11/30/2017				Abandoned
MX	200160.PTD12US.MX	BRASSIERE	MX/f/2017/003797	11/30/2017				Abandoned
US	200160.PTD19US	BRASSIERE	29/631,295	12/28/2017				To be Abandoned

Country	Attorney Docket No.	Title	Application Number	Filing Date	Publication Number	Patent Number	Issue Date	Status
US	200160.PTD20US	BRASSIERE	29/631,297	12/28/2017				To be Abandoned
US	200160.PTD21US	BRASSIERE	29/631,299	12/28/2017				To be Abandoned

Schedule 2

Trademark Registrations and Applications

Mark	Jurisdiction	Class(es)	Serial No. Reg. No.	Date Filed	Date Registered	Status
COMPLEXION PALETTE	China	24, 25	24418861 24418862	06/01/17	05/28/18	Registered
EB CORE	China	25	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	07/03/2019	Registered
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	24317501	05/25/17		Pending
EVERYDAY BUSTIER	China	25	24317500	05/25/17	06/07/2019	Registered
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		Opposed
(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	07/10/2019	Registered
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 5880519	05/19/17	10/08/2019	Registered
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 32 Registered
YOU-SIZED	China	25	24317496	05/25/17	09/07/18	Registered

Schedule 3

Copyright Registrations and Applications

None.