

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM563234

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
EVERLANE, INC.		02/21/2020	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	SILICON VALLEY BANK, as Agent
Street Address:	505 Howard Street, 3rd Floor
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94105
Entity Type:	Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	4313012	EVERLANE
Registration Number:	4606742	ALWAYS ASK WHY
Serial Number:	85973083	ALWAYS ASK WHY
Serial Number:	86934186	GOWEAVE
Serial Number:	87277198	100% HUMAN
Serial Number:	87393045	RADICAL TRANSPARENCY
Serial Number:	87981494	RENEW
Serial Number:	88258501	#DAMNGOODDENIM
Serial Number:	88258530	DAMN GOOD DENIM
Serial Number:	88488327	RENYLON
Serial Number:	88488340	REWOOL
Serial Number:	88488348	RECASHMERE
Serial Number:	88488353	REALPACA
Serial Number:	88488360	REPOLY
Serial Number:	88488366	REKNIT
Serial Number:	88488374	RECOTTON
Serial Number:	88624977	REDOWN
Serial Number:	88680643	BLACK FRIDAY FUND

OP \$465.00 4313012

CORRESPONDENCE DATA**Fax Number:** 8004947512*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:** 202.370.4750**Email:** ipteam@coagencyglobal.com**Correspondent Name:** Joanna McCall**Address Line 1:** 1025 Vermont Ave NW, Suite 1130**Address Line 2:** COGENCY GLOBAL INC.**Address Line 4:** Washington, D.C. 20005**ATTORNEY DOCKET NUMBER:** 1190952 Mezz**NAME OF SUBMITTER:** Alicia Vellante**SIGNATURE:** /Alicia Vellante/**DATE SIGNED:** 02/21/2020**Total Attachments: 9**

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of the 21st day of February, 2020, by and between **SILICON VALLEY BANK**, a California corporation, with a loan production office located at 505 Howard Street, 3rd Floor, San Francisco, California 94105, in its capacity as administrative agent and collateral agent for the Lenders (in such capacity, the "Agent") and **EVERLANE, INC.**, a Delaware corporation with its principal place of business located at 2170 Folsom Street, San Francisco, California 94110 ("Grantor").

RECITALS

A. Silicon Valley Bank and WestRiver Innovation Lending Fund VIII, L.P., a Delaware limited partnership (individually and collectively, the "Lenders") agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Mezzanine Loan and Security Agreement by and among the Lenders and Grantor dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). The Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Agent, for the benefit of the Lenders, a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor to the Lenders.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Agent, for the benefit of the Lenders, a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of Grantor's obligations to the Lenders, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Grantor's obligations to the Lenders, Grantor grants and pledges to Agent, for benefit of the Lenders, a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret,

now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “Patents”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “Trademarks”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “Mask Works”);

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the foregoing, the term “Intellectual Property Collateral” shall not include any “intent-to-use” trademark application, but only to the extent the granting of a security interest in such “intent-to-use” trademark application would impair the validity or enforceability of such “intent-to-use” trademark application pursuant to applicable law. After such period, Grantor acknowledges that such interest in such trademark application shall be subject to a security interest in favor of Agent and shall be included in the Intellectual Property Collateral.

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 Agreement upon request by Agent.

3. Authorization. Grantor hereby authorizes Agent to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

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

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

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

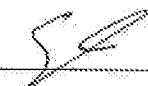
7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

EVERLANE, INC.

By:  _____

Title: EDGAR HO, CFO

AGENT:

SILICON VALLEY BANK, as Agent

By: _____

Title: _____

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

EVERLANE, INC.

By: _____

Title: _____

AGENT:

SILICON VALLEY BANK, as Agent

By: [Signature] _____ *Matthew Perry*

Title: V.P. _____

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None.

EXHIBIT B

Patents

<u>Patent Name</u>	<u>Location</u>	<u>Filing Date</u>	<u>App. No.</u>	<u>Status</u>
Support Trainer for Tread shoe	US	7/26/2019	29/699,545	Pending

EXHIBIT C

Trademarks

<u>Trademark</u>	<u>Location</u>	<u>Filing Date</u>	<u>Registration/ App. No.</u>	<u>Status</u>
EVERLANE	US	8/12/2012	4313012	Registered
ALWAYS ASK WHY	US	6/28/2013	4606742	Registered
ALWAYS ASK WHY	US	6/28/2013	85973083	Registered
GOWEAVE	US	3/9/2016	86934186	Registered
100% HUMAN	US	12/21/2016	87277198	Pending
RADICAL TRANSPARENCY	US	3/30/2017	87393045	Pending
RENEW	US	5/30/2018	87981494	Pending
#DAMNGOODDENIM	US	1/11/2019	88258501	Pending
DAMN GOOD DENIM	US	1/11/2019	88258530	Pending
RENYLON	US	6/25/2019	88488327	Pending
REWOOL	US	6/25/2019	88488340	Pending
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REALPACA	US	6/25/2019	88488353	Pending
REPOLY	US	6/25/2019	88488360	Pending
REKNIT	US	6/25/2019	88488366	Pending
RECOTTON	US	6/25/2019	88488374	Pending
REDOWN	US	9/20/2019	88624977	Pending
BLACK FRIDAY FUND	US	11/5/2019	88680643	Pending

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None.