

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM574203

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|---|-------------------------------------|-------------------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| UNTUCKIT LLC | | 04/29/2020 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | TRINITY FUNDING 1, LLC | | |
| Street Address: | 3075 W. Ray Road, Suite 525 | | |
| City: | Chandler | | |
| State/Country: | ARIZONA | | |
| Postal Code: | 85226 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 10 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5604248 | | |
| Registration Number: | 5604247 | | |
| Registration Number: | 5658898 | | |
| Registration Number: | 5938493 | | |
| Registration Number: | 5343773 | SHIRTS DESIGNED TO BE WORN UNTUCKED | |
| Registration Number: | 5979945 | THE ORIGINAL UNTUCKED SHIRT | |
| Registration Number: | 4062979 | UNTUCKIT | |
| Registration Number: | 5572273 | UNTUCKIT | |
| Registration Number: | 5436081 | UNTUCKIT | |
| Registration Number: | 5169414 | UNTUCKIT | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 4156932222 | | |
| <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: | 4156932000 | | |
| Email: | crhem@cooley.com | | |
| Correspondent Name: | Cooley LLP | | |
| Address Line 1: | 101 California Street, 5th Floor | | |
| Address Line 4: | San Francisco, CALIFORNIA 94111 | | |

CH \$265.00 5604248

| | |
|--------------------------------|------------|
| ATTORNEY DOCKET NUMBER: | 330658-111 |
| NAME OF SUBMITTER: | C. Rhem |
| SIGNATURE: | /CR/ |
| DATE SIGNED: | 04/29/2020 |

Total Attachments: 7

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THIS AGREEMENT IS SUBJECT IN ALL RESPECTS TO THE SUBORDINATION AGREEMENT, DATED AS OF MAY 3, 2019, AMONG PACIFIC WESTERN BANK, TRINITY CAPITAL FUND III, L.P., AND TRINITY FUNDING 1, LLC, AS AMENDED BY THAT JOINDER AND AFFIRMATION OF SUBORDINATION AGREEMENT, DATED AS OF APRIL 28, 2020 (THE "SUBORDINATION AGREEMENT"). IN THE CASE OF ANY CONFLICT OR INCONSISTENCY BETWEEN ANY TERMS OF THIS AGREEMENT, ON THE ONE HAND, AND ANY OF THE TERMS AND PROVISIONS OF THE SUBORDINATION AGREEMENT, ON THE OTHER HAND, THEN THE TERMS AND PROVISIONS OF THE SUBORDINATION AGREEMENT SHALL CONTROL.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of April 29, 2020 by and between **TRINITY FUNDING 1, LLC**, a Delaware limited liability company ("**Lender**") and **UNTUCKIT LLC**, a Delaware limited liability company ("**Grantor**").

RECITALS

A. Lender has made certain advances of money and has extended certain financial accommodations to Grantor (the "**Loans**") in the amounts and manner set forth in that certain Loan and Security Agreement dated as of May 3, 2019, by and among Lender, Grantor, UNTUCKIT IL, LLC, a Delaware limited liability company, and UNTUCKIT NY1, LLC, a Delaware limited liability company, as amended by that certain First Amendment to Loan and Security Agreement dated as of April 28, 2020 (as the same may be further amended, modified or supplemented from time to time, the "**Loan Agreement**"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Lender is willing to continue to extend financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain copyrights, trademarks and patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender 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 its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Lender, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Lender and Grantor, Grantor grants and pledges to Lender a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those copyrights, patents and trademarks listed on Exhibits A, B and C hereto).

This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement. The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the

other Loan Documents and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity, shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Lender of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B and C attached hereto set forth as of the date hereof any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable (other than any "intent to use" trademark application for which a statement of use has not been filed).

[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.

Address of Grantor:

UNTUCKit LLC
110 Greene Street, Suite 400
New York, NY 10012
Attn: Derek Browe, Chief Financial Officer

GRANTOR:

UNTUCKIT LLC

By: _____

Name: Aaron Sanandres
Title: CEO and Co-Founder

Address of Lender:

3075 W. Ray Road, Suite 525,
Chandler, AZ 85226
Attn: Rena Curtis

LENDER:

TRINITY FUNDING 1, LLC

By: TRINITY CAPITAL INC.
Its: Managing Member

By: _____

Name:
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.

Address of Grantor:

UNTUCKit LLC
110 Greene Street, Suite 400
New York, New York 10012
Attn: Derek Browe, Chief Financial Officer

GRANTOR:

UNTUCKIT LLC

By: _____
Name:
Title:

Address of Lender:

3075 W. Ray Road, Suite 525,
Chandler, AZ 85226
Attn: Rena Curtis

LENDER:

TRINITY FUNDING I, LLC

BY: TRINITY CAPITAL INC.
ITS: MANAGING MEMBER

By: *Susan Echard*
Name: Susan Echard
Title: Chief Financial Officer

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 006926 FRAME: 0411

EXHIBIT A
COPYRIGHTS

None.

EXHIBIT B
PATENTS

None.

EXHIBIT C
TRADEMARKS

| Description | Registration Number | Registration Date |
|---|----------------------------|--------------------------|
| Sail Design (men's shirts - collared) | 5604248 | 13 Nov 2018 |
| Sail Design (men's shirts - collarless) | 5604247 | 13 Nov 2018 |
| Sail Design (women's shirt under placket) | 5658898 | 22 Jan 2019 |
| Sail Design (women's shirts - bottom placket) | 5938493 | 17 Dec 2019 |
| SHIRTS DESIGNED TO BE WORN UNTUCKED | 5343773 | 28 Nov 2017 |
| THE ORIGINAL UNTUCKED SHIRT | 5979945 | 04 Feb 2020 |
| UNTUCKIT | 4062979 | 29 Nov 2011 |
| UNTUCKIT | 5572273 | 25 Sep 2018 |
| UNTUCKIT | 5436081 | 03 Apr 2018 |
| UNTUCKIT (and design) | 5169414 | 28 Mar 2017 |