

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM574392

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:	PACIFIC WESTERN BANK		
Street Address:	406 BLACKWELL STREET, SUITE 240		
City:	DURHAM		
State/Country:	NORTH CAROLINA		
Postal Code:	27701		
Entity Type:	STATE CHARTERED BANK: CALIFORNIA		
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:	9193541278		
<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:	9193143063		
Email:	diligencereview@pacwest.com		
Correspondent Name:	PACIFIC WESTERN BANK		
Address Line 1:	406 BLACKWELL STREET		
Address Line 2:	SUITE 240		

CH \$265.00 5604248

Address Line 4:	DURHAM, NORTH CAROLINA 27701
NAME OF SUBMITTER:	NICHOLAS NANCE
SIGNATURE:	S/NICHOLAS NANCE/EPD
DATE SIGNED:	04/30/2020
Total Attachments: 7 source=Untuckit LLC - Intellectual Property Security Agreement [Executed]#page1.tif source=Untuckit LLC - Intellectual Property Security Agreement [Executed]#page2.tif source=Untuckit LLC - Intellectual Property Security Agreement [Executed]#page3.tif source=Untuckit LLC - Intellectual Property Security Agreement [Executed]#page4.tif source=Untuckit LLC - Intellectual Property Security Agreement [Executed]#page5.tif source=Untuckit LLC - Intellectual Property Security Agreement [Executed]#page6.tif source=Untuckit LLC - Intellectual Property Security Agreement [Executed]#page7.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of April 29, 2020 by and between **PACIFIC WESTERN BANK (“Bank”)** and **UNTUCKIT LLC**, a Delaware limited liability company (“**Grantor**”).

RECITALS

A. Bank has 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 Loan and Security Agreement dated as of October 10, 2018, by and between Bank and Grantor, as amended by that certain First Amendment to Loan and Security Agreement dated as of April 18, 2018, as amended by that certain Second Amendment and Joinder to Loan and Security Agreement dated as of May 11, 2018, as amended by that certain Third Amendment to Loan and Security Agreement dated as of July 19, 2018, as amended by that certain Fourth Amendment to Loan and Security Agreement dated as of September 14, 2018, as amended by that certain Fifth Amendment to Loan and Security Agreement dated as of October 25, 2018, as amended by that certain Sixth Amendment to Loan and Security Agreement dated as of February 15, 2019, as amended by that certain Seventh Amendment to Loan and Security Agreement dated as of May 3, 2019, as amended by that certain Eighth Amendment to Loan and Security Agreement dated as of November 1, 2019 and as amended by that certain Ninth Amendment to Loan and Security Agreement dated as of the date hereof (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. Bank is willing to extend and to continue to extend financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank 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 Bank 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 Bank, 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 Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor’s right, title and interest in, to and under its Intellectual Property Collateral (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 Bank under the Loan Agreement. The rights and remedies of Bank 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 Bank as a matter of law or equity. Each right, power and remedy of Bank 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 Bank 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 Bank, 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:

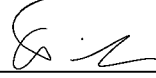
UNTUCKit LLC
110 Greene Street, Suite 400
New York, NY 10012
Attn: Derek Browe, Chief Financial Officer

Address of Bank:

406 Blackwell Street, Suite 240
Durham, NC 27701
Attn: Loan Documentation Department

GRANTOR:

UNTUCKIT LLC

By:  _____

Name: Aaron Sanandres
Title: CEO and Co-Founder

BANK:

PACIFIC WESTERN BANK

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.

GRANTOR:

Address of Grantor:

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

UNTUCKIT LLC

By: _____

Name: _____

Title: _____

BANK:

Address of Bank:

406 Blackwell Street, Suite 240
Durham, NC 27701
Attn: Loan Documentation Department

PACIFIC WESTERN BANK

By: James London

Name: James London

Title: Senior VP

EXHIBIT A
COPYRIGHTS

Description	Registration Number	Registration Date
None.		

EXHIBIT B
PATENTS

Description	Registration or Serial Number	Registration or Filing Date
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