

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM579474

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
STITCH FIX, INC.		06/03/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank, as Administrative Agent		
Street Address:	3003 Tasman Drive		
Internal Address:	HF 150		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 42			
Property Type	Number	Word Mark	
Registration Number:	5347498	01.ALGO	
Registration Number:	4800164	41HAWTHORN	
Registration Number:	5541631	ALESBURY	
Registration Number:	5134897	BANCROFT	
Registration Number:	5185985	BAY TO BAUBLES	
Registration Number:	5492990	BIXBY NOMAD	
Registration Number:	4745255	BRIXON IVY	
Registration Number:	5336432		
Registration Number:	5336841	EVEN TIDE	
Registration Number:	5287417	FF	
Registration Number:	5408279	FF	
Registration Number:	4467940	FIX	
Registration Number:	5492744	HAWKER RYE	
Registration Number:	5789074	MAGNOLIA GRACE	
Registration Number:	4749762	MARKET & SPRUCE	
Registration Number:	5562139	MAUVETTE	
Registration Number:	4785127	MEN'S STYLE LAB	
Registration Number:	5562140	MIX BY 41HAWTHORN	

OP \$1065.00 5347498

Property Type	Number	Word Mark
Registration Number:	5937756	PERSONAL STYLING FOR EVERYBODY
Registration Number:	5443395	PIXLEY
Registration Number:	6002917	RED ALE BY ALESBURY
Registration Number:	5212615	ROMOLO
Registration Number:	6002916	RYE BY HAWKER RYE
Registration Number:	5712506	STITCH FIX
Registration Number:	4258935	STITCH FIX
Registration Number:	5317202	
Registration Number:	5464672	
Registration Number:	5317203	
Registration Number:	5921503	STYLE PASS
Registration Number:	5718175	STYLE SHUFFLE
Registration Number:	5282909	THE WARDROBE OPERATING SYSTEM
Registration Number:	5388034	THE WARDROBE OPERATING SYSTEM
Registration Number:	5644257	TRULY POPPY
Registration Number:	5261253	YOUR PARTNER IN PERSONAL STYLE
Registration Number:	5516580	YOUR STYLE. DELIVERED.
Registration Number:	4656209	YOUSTYLE
Serial Number:	88617856	BAILEY LANE
Serial Number:	88315413	DES CHOSES
Serial Number:	88298379	EDITOR'S CUT
Serial Number:	88630658	FISH STIX
Serial Number:	88630650	R
Serial Number:	87475185	STITCH FIX LUXE

CORRESPONDENCE DATA

Fax Number:

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: 800-494-5225

Email: ipteam@cogencyglobal.com

Correspondent Name: Stewart Walsh

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: 1228597 TM

NAME OF SUBMITTER: Sarah Mackin

SIGNATURE: /Sarah Mackin/

DATE SIGNED: 06/03/2020

Total Attachments: 12

source=Closing Copy - Intellectual Property Security Agreement - Stitch Fix#page1.tif
source=Closing Copy - Intellectual Property Security Agreement - Stitch Fix#page2.tif
source=Closing Copy - Intellectual Property Security Agreement - Stitch Fix#page3.tif
source=Closing Copy - Intellectual Property Security Agreement - Stitch Fix#page4.tif
source=Closing Copy - Intellectual Property Security Agreement - Stitch Fix#page5.tif
source=Closing Copy - Intellectual Property Security Agreement - Stitch Fix#page6.tif
source=Closing Copy - Intellectual Property Security Agreement - Stitch Fix#page7.tif
source=Closing Copy - Intellectual Property Security Agreement - Stitch Fix#page8.tif
source=Closing Copy - Intellectual Property Security Agreement - Stitch Fix#page9.tif
source=Closing Copy - Intellectual Property Security Agreement - Stitch Fix#page10.tif
source=Closing Copy - Intellectual Property Security Agreement - Stitch Fix#page11.tif
source=Closing Copy - Intellectual Property Security Agreement - Stitch Fix#page12.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 3, 2020 by and between the Grantors listed on the signature page hereto (collectively, the “*Grantor*”) and **SILICON VALLEY BANK**, as administrative agent and collateral agent for the Lenders (as defined below) (in such capacities, “*Administrative Agent*”).

RECITALS

A. Administrative Agent, the Lenders and the other Secured Parties (as defined in the Credit Agreement) have agreed to make certain advances of money and to extend certain financial accommodations to Grantor in the amounts and manner set forth in that certain Credit Agreement, dated as of June 3, 2020, by and among **STITCH FIX, INC.**, a Delaware corporation (the “*Borrower*”), the Lenders party thereto from time to time, Administrative Agent, and Silicon Valley Bank, as Issuing Lender and Swingline Lender (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the “*Credit Agreement*”). Unless otherwise specified, capitalized terms used herein are used as defined in the Credit Agreement or the Guarantee and Collateral Agreement (as defined below), as applicable.

B. In consideration of the agreement by Administrative Agent, the Lenders and the other Secured Parties to make the financial accommodations to Borrower under the Credit Agreement, Borrower, and each other Grantor have entered into that certain Guarantee and Collateral Agreement in favor of Administrative Agent, dated as of even date herewith (as the same may be amended, modified or supplemented from time to time, the “*Guarantee and Collateral Agreement*”).

C. The Secured Parties are willing to make such financial accommodations to Borrower, but only upon the condition, among others, that Borrower, and each other Grantor shall grant to Administrative Agent a security interest in certain Copyrights, Trademarks, and Patents (in each case, as defined in the Guarantee and Collateral Agreement) to secure the obligations of Borrower, and each other Grantor under the Credit Agreement and the Guarantee and Collateral Agreement.

D. Pursuant to the terms of the Credit Agreement and the Guarantee and Collateral Agreement, Borrower, and each other Grantor have granted to Administrative Agent, for the benefit of the Secured Parties, a security interest in all of Borrower’s, and each other 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 the Secured Obligations under the Credit Agreement and Loan Documents, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its Obligations under the Credit Agreement and Loan Documents, Grantor grants and pledges to Administrative Agent 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, respectively), and all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits) and goodwill associated therewith, the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Administrative Agent under the Guarantee and Collateral Agreement, and each Grantor hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the security interest in the Intellectual Property collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of the Guarantee and Collateral Agreement and any provision of this Intellectual Property Security Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

This Intellectual Property Security Agreement may be executed by one or more of the parties to this Intellectual Property Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart by electronic transmission shall be equally effective as delivery of an original executed counterpart.

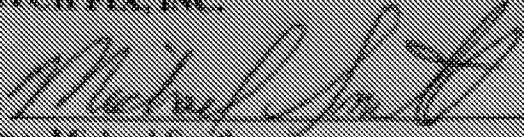
THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Remainder of Page Left Intentionally Blank]

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:

STITCH FIX, INC.

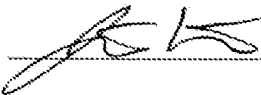
By 

Name: Michael Smith

Title: Chief Financial Officer

ADMINISTRATIVE AGENT:

SILICON VALLEY BANK

By:  _____

Name: Jonathan Wolter

Title: Director

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 006952 FRAME: 0414

EXHIBIT A

COPYRIGHTS

Registered Copyrights

None.

Pending Copyright Applications

None.

EXHIBIT B**PATENTS****Issued Patents**

<u>Grantor</u>	<u>Jurisdiction</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Inventor</u>	<u>Title</u>
Stitch Fix, Inc.	United States of America	9,778,957	10/3/2017	Eric C. Colson, Bradley J. Klingenberg, Jeffrey S. Magnusson, W. Joel Strait, Jason B. Martin	SYSTEMS AND METHODS FOR INTELLIGENTLY DISTRIBUTING TASKS RECEIVED FROM CLIENTS AMONG A PLURALITY OF WORKER RESOURCES
Stitch Fix, Inc.	United States of America	10,395,301	8/27/2019	Jeffrey S. Magnusson, LiKuan Alex Chen, Akshay Wadia	METHOD, MEDIUM, AND SYSTEM FOR USING A COMBINATION OF BATCH-PROCESSING AND ON-DEMAND PROCESSING TO PROVIDE RECOMMENDATIONS
Stitch Fix, Inc.	United States of America	9,965,791	5/8/2018	Gillis Baxter, Whitney Casey	SYSTEMS, APPARATUSES, AND METHODS FOR EXTRACTING INVENTORY FROM UNSTRUCTURED ELECTRONIC MESSAGES

Pending Patent Applications


<u>Grantor</u>	<u>Jurisdiction</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Inventor</u>	<u>Title</u>
Stitch Fix, Inc.	United States of America	15/612,080	06/02/2017	Erin S. Boyle, Daragh Edgar Sibley	USING ARTIFICIAL INTELLIGENCE TO DESIGN A PRODUCT
Stitch Fix, Inc.	United States of America	15/849,393	12/20/2017	Patrick Foley, Bradley J. Klingenberg, John McDonnell	USING ARTIFICIAL INTELLIGENCE TO DETERMINE A SIZE FIT PREDICTION
Stitch Fix, Inc.	United States of America	15/729,275	10/10/2017	Zhou Yu, Ian Andrew Hepworth, Daragh Edgar Sibley	USING ARTIFICIAL INTELLIGENCE TO DETERMINE A VALUE FOR A VARIABLE SIZE COMPONENT
Stitch Fix, Inc.	United States of America	16/508,072	07/10/2019	Jeffrey S. Magnusson, LiKuan Alex Chen, Akshay Wadia	USING A COMBINATION OF BATCH-PROCESSING AND ON-DEMAND PROCESSING TO PROVIDE RECOMMENDATIONS
Stitch Fix, Inc.	United States of America	15/241,899	08/19/2016	Jason B. Martin, Katherine A. Livins, Bradley J. Klingenberg, Tarek Rached	SYSTEMS AND METHODS FOR IMPROVING RECOMMENDATION SYSTEMS
Stitch Fix, Inc.	United States of America	16/216,442	12/11/2018	Gregory Novak, Bradley J. Klingenberg, Mark	GLOBAL OPTIMIZATION OF INVENTORY ALLOCATION

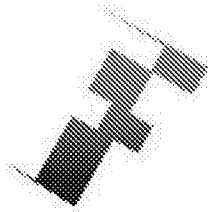
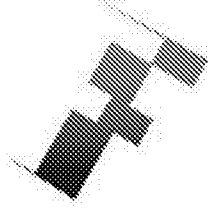
				Dijkstra, Ramesh O. Johari	
Stitch Fix, Inc.	United States of America	16/297,445	03/08/2019	Christopher Erick Moody	CREATING A CUSTOM THREE- DIMENSIONAL BODY SHAPE MODEL
Stitch Fix, Inc.	United States of America	16/358,362	03/19/2019	Hilary S. Parker, Allison M. Barros	EXTENDING MACHINE LEARNING TRAINING DATA TO GENERATE AN ARTIFICIAL INTELLIGENCE RECOMMENDATION ENGINE
Stitch Fix, Inc.	United States of America	16/521,364	07/24/2019	Gregory Novak, Sven Schmit	CONCURRENTLY TESTING COMPETING PROGRAM FEATURES
Stitch Fix, Inc.	United States of America	16/715,867	12/16/2019	Kevin J. Zielnicki	CONTEXTUAL SET SELECTION
Stitch Fix, Inc.	United States of America	62/870,498	07/03/2019	Kevin J. Zielnicki	CONTEXTUAL SET SELECTION
Stitch Fix, Inc.	United States of America	15/965,291	04/27/2018	Gillis Baxter, Whitney Casey	SYSTEMS, APPARATUSES, AND METHODS FOR EXTRACTING INVENTORY FROM UNSTRUCTURED ELECTRONIC MESSAGES
Stitch Fix, Inc.	United States of America	16/047,280	07/27/2018	Gillis Baxter, Whitney Casey	SYSTEMS, APPARATUSES, AND METHODS FOR GENERATING INVENTORY RECOMMENDATIONS

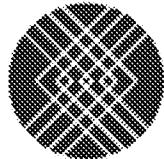
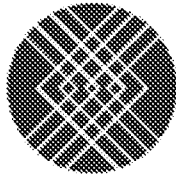
EXHIBIT C

TRADEMARKS

Registered Trademarks

<u>Grantor</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
Stitch Fix, Inc.	United States of America	5,347,498	Nov 28 2017	Sep 21 2016	Stitch Fix, Inc.	01.ALGO
Stitch Fix, Inc.	United States of America	4,800,164	Aug 25 2015	May 1 2013	Stitch Fix, Inc.	41HAWTHORN
Stitch Fix, Inc.	United States of America	5,541,631	Aug 14 2018	Sep 21 2016	Stitch Fix, Inc.	ALESBURY
Stitch Fix, Inc.	United States of America	5,134,897	Jan 31 2017	Sep 12 2016	Stitch Fix, Inc.	BANCROFT
Stitch Fix, Inc.	United States of America	5,185,985	Apr 18 2017	Sep 12 2016	Stitch Fix, Inc.	BAY TO BAUBLES
Stitch Fix, Inc.	United States of America	5,492,990	Jun 12 2018	Nov 2 2016	Stitch Fix, Inc.	BIXBY NOMAD
Stitch Fix, Inc.	United States of America	4,745,255	May 26 2015	Feb 18 2014	Stitch Fix, Inc.	BRIXON IVY
Stitch Fix, Inc.	United States of America	5,336,432	Nov 14 2017	Aug 11 2016	Stitch Fix, Inc.	Duck Logo 
Stitch Fix, Inc.	United States of America	5,336,841	Nov 14 2017	Nov 2 2016	Stitch Fix, Inc.	EVEN TIDE
Stitch Fix, Inc.	United States of America	5,287,417	Sep 12 2017	Jun 14 2016	Stitch Fix, Inc.	FF (Stylized)


<u>Grantor</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
						
Stitch Fix, Inc.	United States of America	5,408,279	Feb 20 2018	Jun 14 2016	Stitch Fix, Inc.	FF (Stylized) 
Stitch Fix, Inc.	United States of America	4,467,940	Jan 14 2014	Mar 20 2012	Stitch Fix, Inc.	FIX
Stitch Fix, Inc.	United States of America	5,492,744	Jun 12 2018	Nov 17 2015	Stitch Fix, Inc.	HAWKER RYE
Stitch Fix, Inc.	United States of America	5,789,074	Jun 25 2019	Apr 9 2018	Stitch Fix, Inc.	MAGNOLIA GRACE
Stitch Fix, Inc.	United States of America	4,749,762	Jun 2 2015	Feb 18 2014	Stitch Fix, Inc.	MARKET & SPRUCE
Stitch Fix, Inc.	United States of America	5,562,139	Sep 11 2018	Jun 16 2017	Stitch Fix, Inc.	MAUVETTE
Stitch Fix, Inc.	United States of America	4,785,127	Aug 4 2015	Dec 4 2014	Stitch Fix, Inc.	MEN'S STYLE LAB
Stitch Fix, Inc.	United States of America	5,562,140	Sep 11 2018	Jun 16 2017	Stitch Fix, Inc.	MIX BY 41HAWTHORN
Stitch Fix, Inc.	United States of America	5,937,756	Dec 17 2019	Jun 5 2019	Stitch Fix, Inc.	PERSONAL STYLING FOR EVERYBODY

<u>Grantor</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
Stitch Fix, Inc.	United States of America	5,443,395	Apr 10 2018	Oct 31 2017	Stitch Fix, Inc.	PIXLEY
Stitch Fix, Inc.	United States of America	6,002,917	Mar 3 2020	Jan 4 2017	Stitch Fix, Inc.	RED ALE BY ALESBURY
Stitch Fix, Inc.	United States of America	5,212,615	May 30 2017	Sep 12 2016	Stitch Fix, Inc.	ROMOLO
Stitch Fix, Inc.	United States of America	6,002,916	Mar 3 2020	Jan 4 2017	Stitch Fix, Inc.	RYE BY HAWKER RYE
Stitch Fix, Inc.	United States of America	5,712,506	Apr 2 2019	Apr 16 2018	Stitch Fix, Inc.	STITCH FIX
Stitch Fix, Inc.	United States of America	4,258,935	Dec 11 2012	Oct 28 2011	Stitch Fix, Inc.	STITCH FIX
Stitch Fix, Inc.	United States of America	5,317,202	Oct 24 2017	May 8 2017	Stitch Fix, Inc.	Stitch Fix Logo (Greyscale) 
Stitch Fix, Inc.	United States of America	5,464,672	May 8 2018	Nov 13 2017	Stitch Fix, Inc.	Stitch Fix Logo (Hunter Green) 
Stitch Fix, Inc.	United States of America	5,317,203	Oct 24 2017	May 8 2017	Stitch Fix, Inc.	Stitch Fix Logo (Mint)

<u>Grantor</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
						
Stitch Fix, Inc.	United States of America	5,921,503	Nov 26 2019	Oct 18 2017	Stitch Fix, Inc.	STYLE PASS
Stitch Fix, Inc.	United States of America	5,718,175	Apr 2 2019	Dec 13 2017	Stitch Fix, Inc.	STYLE SHUFFLE
Stitch Fix, Inc.	United States of America	5,282,909	Sep 5 2017	Dec 6 2016	Stitch Fix, Inc.	THE WARDROBE OPERATING SYSTEM
Stitch Fix, Inc.	United States of America	5,388,034	Jan 23 2018	Dec 6 2016	Stitch Fix, Inc.	THE WARDROBE OPERATING SYSTEM
Stitch Fix, Inc.	United States of America	5,644,257	Jan 1 2019	Apr 9 2017	Stitch Fix, Inc.	TRULY POPPY
Stitch Fix, Inc.	United States of America	5,261,253	Aug 8 2017	Feb 22 2017	Stitch Fix, Inc.	YOUR PARTNER IN PERSONAL STYLE
Stitch Fix, Inc.	United States of America	5,516,580	Jul 17 2018	Jan 12 2017	Stitch Fix, Inc.	YOUR STYLE. DELIVERED.
Stitch Fix, Inc.	United States of America	4,656,209	Dec 16 2014	May 7 2014	Stitch Fix, Inc.	YOUSTYLE

Pending Trademark Applications

<u>Grantor</u>	<u>Jurisdiction</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Applicant</u>	<u>Mark</u>
Stitch Fix, Inc.	United States of America	88/617,856	Sep 16 2019	Stitch Fix, Inc.	BAILEY LANE
Stitch Fix, Inc.	United States of America	88/315,413	Feb 25 2019	Stitch Fix, Inc.	DES CHOSES
Stitch Fix, Inc.	United States of America	88/298,379	Feb 12 2019	Stitch Fix, Inc.	EDITOR'S CUT
Stitch Fix, Inc.	United States of America	88/630,658	Sep 25 2019	Stitch Fix, Inc.	FISH STIX

<u>Grantor</u>	<u>Jurisdiction</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Applicant</u>	<u>Mark</u>
Stitch Fix, Inc.	United States of America	88/630,650	Sep 25 2019	Stitch Fix, Inc.	R and Design 
Stitch Fix, Inc.	United States of America	87/475,185	Jun 5 2017	Stitch Fix, Inc.	STITCH FIX LUXE

ny-1921682