

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM608064

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SHOPTIQUES, INC.		11/10/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BLEICHROEDER AGENT LLC		
Street Address:	1345 Avenue of the Americas		
Internal Address:	47th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10105		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85566650	SHOPTIQUES	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2123186000		
Email:	jacoblimaldi@paulhastings.com		
Correspondent Name:	Jacob Limaldi		
Address Line 1:	200 Park Avenue		
Address Line 2:	Floor 26		
Address Line 4:	New York, NEW YORK 10166		
ATTORNEY DOCKET NUMBER:	47379-00005		
NAME OF SUBMITTER:	Jacob Limaldi		
SIGNATURE:	/s/ Jacob Limaldi		
DATE SIGNED:	11/11/2020		
Total Attachments: 7			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Trademark Security Agreement**”) is entered into as of November 10, 2020 among SHOPTIQUES, INC., a Delaware corporation, (the “**Grantor**”) and BLEICHROEDER AGENT LLC, in its capacity as collateral agent for the Purchasers (together with its successors and assigns in such capacity, “**Collateral Agent**”).

WITNESSETH:

WHEREAS, pursuant to that certain Convertible Promissory Note Purchase Agreement, dated as of April 15, 2018 (as amended by that certain Waiver, First Amendment to Convertible Promissory Note Purchase Agreement and Omnibus First Amendment to Convertible Promissory Notes dated as of the date hereof, and as further amended, restated, amended and restated, replaced, supplemented, or otherwise modified from time to time, including all annexes, exhibits and schedules thereto, the “**Purchase Agreement**”), among the Grantor, the Purchasers (as defined therein), and Collateral Agent, Purchasers have agreed to buy the Convertible Promissory Notes (as defined therein) from Grantor pursuant to the terms and subject to the conditions set forth therein; and

WHEREAS, Purchasers are willing to buy the Convertible Promissory Notes from Grantor as provided for in the Purchase Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Collateral Agent, for the benefit of the Purchasers, that certain Security Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including all schedules and exhibits thereto, the “**Security Agreement**”); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Collateral Agent, for the benefit of the Purchasers, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Purchase Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Collateral Agent, for the benefit of the Purchasers, a valid and continuing first priority security interest in and Lien on all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”):

(a) all of Grantor’s Trademark registrations, Trademark applications and Trademark licenses, including, without limitation, those referred to on Schedule 1 hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all reissues, continuations, continuations in part, substitutes, extensions, modifications or renewals of and improvements on the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(e) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement, misappropriation or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

Notwithstanding anything to the contrary herein, the Trademark Collateral shall not extend to any intent-to-use United States trademark applications for so long as and to the extent that such intent-to-use United States trademark applications constitute excluded Collateral.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Obligations of Grantor, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor, or any of them, to Collateral Agent, the Purchasers, or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with and in furtherance of the security interests and Liens granted to Collateral Agent, for the benefit of the Purchasers, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein, and to the extent a conflict exists, the terms of the Security Agreement control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. If Grantor shall file an application for the registration of any trademark with the United States Patent and Trademark Office, Grantor shall report such filing to Collateral Agent within five (5) Business Days after the last day of the fiscal quarter in which such filing occurs. Without limiting Grantor's obligations under this Section 5, Grantor hereby authorizes Collateral Agent unilaterally (but Collateral Agent shall be under no obligation) to modify this Trademark Security Agreement by amending Schedule 1 to include any such new trademark rights of Grantor, which become part of the Trademark Collateral under the Security Agreement. Notwithstanding the foregoing, no delay or failure to so modify this Trademark Security Agreement or amend Schedule 1 shall in any way affect, invalidate or detract from Collateral

Agent's valid and continuing security interest in all Collateral (including without limitation the Trademark Collateral), whether or not listed on Schedule 1.

6. SUCCESSORS IN INTEREST. This Trademark Security Agreement shall be binding upon Grantor, its successors and assigns and shall insure, together with the rights and remedies of Collateral Agent and the Purchasers hereunder, to the benefit of Collateral Agent and the Purchasers and their successors and assigns.

7. COUNTERPARTS; INTEGRATION. This Trademark Security Agreement (or any amendments, waivers, consents, or supplements hereto) may be executed in any number of counterparts, each of which shall be deemed an original with the same effect as if the signatures thereto and hereto were upon the same instrument. This Trademark Security Agreement and the other Loan Documents constitute the entire agreement and understanding among the parties hereto and supersede any and all prior agreements and understandings, oral or written, relating to the subject matter hereof. Delivery of an executed signature page of this Trademark Security Agreement (or any amendments, waivers, consents, or supplements hereto) by facsimile transmission or electronic transmission shall be as effective as delivery of a manually executed counterpart hereof or thereof.

8. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash in accordance with the terms of the Purchase Agreement of all Obligations other than unasserted contingent obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

9. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF DELAWARE, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

10. MISCELLANEOUS. The terms and provisions of Sections **7(a)** (*Governing Law*), **7(d)** (*Titles and Subtitles*), **7(e)** (*Notices*), **7(g)** (*Amendments and Waivers*) and **7(h)**

(*Severability*) of the Purchase Agreement are hereby incorporated herein by reference and shall apply to this Trademark Security Agreement *mutatis mutandis* as if fully set forth herein.

[Signature pages follow]

ACCEPTED AND ACKNOWLEDGED:

BLEICHROEDER AGENT LLC,
as Collateral Agent

By: Bleichroeder LP, its manager

By: 

Name: Andrew Gundlach


Title: Authorized Signatory

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

SHOPTIQUES, INC.

as a Grantor

By: 

Name: Elliot Djinn

Title: Co-President, Co-CEO and Treasurer

[Signature Page to Trademark Security Agreement]

TRADEMARK

REEL: 007102 FRAME: 0719

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

REGISTERED TRADEMARKS

Name of Trademark	Application Number	Filing Date	Registration Number	Registration Date
Shoptiques	85566650	3/12/2012	4,584,894	8/12/2014