

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM634874

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Moda Operandi, Inc.		03/25/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GB Funding, LLC		
<b>Street Address:</b>	800 Boylston Street		
<b>Internal Address:</b>	27th Floor		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02199		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4293264	MODA OPERANDI	
<b>Registration Number:</b>	4266390	MODA OPERANDI	
<b>Registration Number:</b>	4266405	MODA OPERANDI	
<b>Serial Number:</b>	88641382	MODA DOMUS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	6172485000		
<b>Email:</b>	tmadmin@choate.com		
<b>Correspondent Name:</b>	Daniel L. Scales		
<b>Address Line 1:</b>	Two International Place		
<b>Address Line 2:</b>	Choate Hall & Stewart LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>ATTORNEY DOCKET NUMBER:</b>	2009973-0064		
<b>NAME OF SUBMITTER:</b>	Daniel L. Scales		
<b>SIGNATURE:</b>	/daniel l. scales/		
<b>DATE SIGNED:</b>	03/26/2021		

OP \$115.00 4293264

**Total Attachments: 8**

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SECOND AMENDED AND RESTATED INTELLECTUAL  
PROPERTY SECURITY AGREEMENT

This SECOND AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "**IP Security Agreement**"), dated March 25, 2021, is made by MODA OPERANDI, INC., a Delaware corporation with offices at 315 Hudson Street, 5<sup>th</sup> Floor, New York, NY 10013, (the "**Grantor**") in favor of GB FUNDING, LLC, a Delaware limited liability company with offices at 800 Boylston Street, 27<sup>th</sup> Floor, Boston, MA 02199, as Lender (in such capacity, together with its successors and assigns, the "**Lender**") pursuant to the Loan Agreement (as defined below) and amends and restates in its entirety the Comerica IP Agreement referred to below. Terms not otherwise defined herein shall have the meanings set forth in the Loan Agreement.

WHEREAS, the Grantor entered into a Loan and Security Agreement, dated as of January 17, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Comerica Loan Agreement**") between the Grantor and Comerica Bank, as Bank ("**Comerica**").

WHEREAS, under the terms of the Comerica Loan Agreement, the Grantor granted to Comerica a security interest in, among other property, certain intellectual property of the Grantor, and in connection therewith, executed an Amended and Restated Intellectual Property Security Agreement, dated as of January 17, 2020, and recorded on January 17, 2020 with the United States Patent and Trademark Office at Reel 006840 Frame 0630 (such amended agreement, the "**A&R IP Agreement**"; the A&R IP Agreement, together with the Original IP Agreement (as defined below), collectively, as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Comerica IP Agreement**"). The A&R IP Agreement amended and restated in its entirety that certain Intellectual Property Security Agreement, dated as of April 18, 2014 (the "**Original IP Agreement**"), and recorded on May 19, 2014 with the United States Patent and Trademark Office at Reel 5282 Frame 0992 the A&R IP Agreement.

WHEREAS, pursuant to an Assignment and Assumption Agreement of even date herewith, Lender assumed from Comerica, and Comerica assigned to Lender, certain of Comerica's rights, title, interest and obligations in, to and under, among other agreements, the Comerica Loan Agreement and the Comerica IP Agreement (such assignment, the "**Comerica Assignment**").

WHEREAS, Grantor has entered into an Amended and Restated Loan and Security Agreement of even date herewith (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**"), between Grantor and the Lender.

WHEREAS, under the terms of the Loan Agreement, the Grantor has granted to the Lender a security interest in, among other property, certain intellectual property of the Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Copyright Office, the United States Patent and Trademark Office and any other applicable recording office.

WHEREAS, as a result of the Comerica Assignment and the Loan Agreement, Lender wishes to amend and restate the Comerica IP Agreement in its entirety.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor hereby pledges to the Lender, its successors and permitted assigns, and hereby grants to the Lender, its successors and permitted assigns a security interest in all right, title and interest in or to any and all of the following now owned or hereafter acquired by the Grantor that constitute Collateral:

- (i) all Patents listed on Schedule A hereto (the "***Patent Collateral***");
- (ii) all Trademarks listed on Schedule B hereto, and all goodwill of the business connected therewith and symbolized thereby (the "***Trademark Collateral***"); and
- (iii) all Copyrights listed on Schedule C hereto (the "***Copyright Collateral***", collectively with the Patent Collateral, the Trademark Collateral and the Copyright Collateral, the "***IP Collateral***").

SECTION 2. No Novation The grant and pledge contained in Section 1 supplements (and shall not constitute a novation of) the original grant and pledge of a continuing security interest in the IP Collateral made by Borrower to Comerica pursuant to the Comerica IP Agreement, which security interest was assigned by Comerica to Lender pursuant to the Comerica Assignment and continues in effect in favor of Lender, and the Grantor hereby ratifies and reaffirms such original grant and pledge.RecordationThe Grantor authorizes and requests that the United States Copyright Office, the United States Patent and Trademark Office and any other applicable recording office record this IP Security Agreement.

SECTION 4. Execution in CounterpartsThis IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

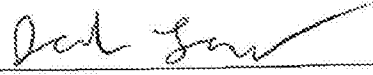
SECTION 5. Grants, Rights and RemediesThis IP Security Agreement has been entered into in conjunction with the provisions of the Loan Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Lender with respect to the Collateral are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this IP Security Agreement is deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall control.

SECTION 6. Governing LawThis IP Security Agreement and the rights and obligations of the parties under this IP Security Agreement shall be construed in accordance with and governed by the laws of the State of California.

[Signature Pages to Follow]

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

MODA OPERANDI, INC., as Grantor

By:   
Name: JOSH LAW  
Title VP Finance

[Signature Page – Second Amended and Restated IP Security Agreement]

**TRADEMARK**  
**REEL: 007234 FRAME: 0622**

GB FUNDING, LLC  
as Lender

By: 

Name: Kyle C. Shonak

Title: Authorized Signatory

[Signature Page -- Second Amended and Restated IP Security Agreement]

**TRADEMARK**  
**REEL: 007234 FRAME: 0623**

**SCHEDULE A**

**PATENTS, PATENT APPLICATIONS AND PATENT LICENSES**

None.

**SCHEDULE B**

**TRADEMARKS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES**

<b>Owner</b>	<b>Mark &amp; Classes</b>	<b>Country</b>	<b>Application Number/ Registration Number</b>	<b>Filing Date Registration Date</b>	<b>Status</b>
Moda Operandi, Inc.	MODA OPERANDI Class 25	US	85/493,890 4,293,264	Filed: 12/13/2011 Registered: 2/19/2013	<u>Registered</u>
Moda Operandi, Inc.	MODA OPERANDI Class 35	US	85/093,282 4,266,390	Filed: 7/26/2010 Registered: 1/1/2013	<u>Registered</u>
Moda Operandi, Inc.	MODA OPERANDI Class 45	US	85/142,361 4,266,405	Filed: 9/30/2010 Registered: 1/1/2013	<u>Registered</u>
Moda Operandi, Inc.	MODA OPERANDI Classes 25, 35, 41	CTM – EU	<b>9416827</b>	Filed: 10/1/2010 Registered: 3/8/2011	<u>Registered</u>
Moda Operandi, Inc.	Classes 25, 35, 41	CTM – EU	<b>9688243</b>	Filed: 1/26/2011 Registered: 1/16/2013	<u>Registered</u>
Moda Operandi, Inc.	Class 35	Madrid: WIPO	IR Number 1,091,389	Filed: 8/22/2011 Registered: 8/22/2011	<u>Registered</u>
Moda Operandi, Inc.	Class 35	Madrid: AU	IR Number 1,091,389 AU Reg No. 1452161	Filed: 8/22/2011 Registered: 3/30/2012	<u>Registered</u>
Moda Operandi, Inc.	Class 35	Madrid: JP	<b>1,091,389</b>	Filed: 8/22/2011 Registered: 9/13/2012	<u>Registered</u>
Moda Operandi, Inc.	Class 35	Madrid: TR	<b>1,091,389</b>	Filed: 8/22/2011 Registered: 2/10/2013	<u>Registered</u>
Moda Operandi, Inc.	Class 35	Madrid: RU	<b>1,091,389</b>	Filed: 8/22/2011 Registered: 9/19/2012	<u>Registered</u>
Moda Operandi, Inc.	Classes 25, 35, 41	Canada	1,543,282 TMA847,701	Filed: 9/13/2011 Registered: 4/5/2013	<u>Registered</u>
Moda Operandi, Inc.	Class 35	Hong Kong	<b>302031001</b>	Filed: 9/14/2011 Registered: 9/14/2011	<u>Registered</u>



Owner	Mark & Classes	Country	Application Number/ Registration Number	Filing Date Registration Date	Status
Moda Operandi, Inc.	Class 35	China	11204614	Filed: 7/13/2012 Registered: 4/7/2014	<u>Registered</u>
Moda Operandi, Inc.	MODA OPERANDI	China	42660644	Filed: 11/27/2019	<u>Filed</u>
Moda Operandi, Inc.	MODA DOMUS Class 35, 41	US	88641382	Filed: 10/3/2019	<u>Allowed</u>
Moda Operandi, Inc.	MODA OPERANDI Class 35	Madrid: WIPO	1507553	Filed: 11/25/2019	<u>Filed</u>
Moda Operandi, Inc.		Madrid: AU	2060438	Filed: 11/25/2019	<u>Registered</u>
Moda Operandi, Inc.		Madrid: CA		Filed: 11/25/2019	<u>Filed</u>
Moda Operandi, Inc.		Madrid: EU	1507553	Filed: 11/25/2019	<u>Registered</u>
Moda Operandi, Inc.		Madrid: JP		Filed: 11/25/2019	<u>Filed</u>
Moda Operandi, Inc.		Madrid: RU		Filed: 11/25/2019	<u>Filed</u>
Moda Operandi, Inc.		Madrid: TR		Filed: 11/25/2019	<u>Filed</u>

**SCHEDULE C**

**COPYRIGHTS, COPYRIGHT APPLICATIONS AND COPYRIGHT LICENSES**

None.