

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM635118

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|---|-------------------------------|----------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| HARPER WILDE, INC. | | 03/29/2021 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | AVIDBANK | | |
| Street Address: | 1732 N. 1st Street, 6th Floor | | |
| City: | San Jose | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 95112 | | |
| Entity Type: | Corporation: CALIFORNIA | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5292921 | LIFT UP THE LADIES | |
| Registration Number: | 5292843 | HARPER WILDE | |
| Serial Number: | 88498307 | HARPER WILDE EVERYWEAR | |
| Serial Number: | 88498315 | 2 MONTHS 4 MONTHS 6 MONTHS | |
| 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: | 6506483802 | | |
| Email: | PATTY@PATTYCHENG.COM | | |
| Correspondent Name: | PATTY CHENG | | |
| Address Line 1: | 2625 MIDDLEFIELD RD., #215 | | |
| Address Line 4: | PALO ALTO, CALIFORNIA 94306 | | |
| NAME OF SUBMITTER: | Patty Cheng | | |
| SIGNATURE: | /s/ Patty Cheng | | |
| DATE SIGNED: | 03/29/2021 | | |
| Total Attachments: 6 | | | |
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| source=Harper Wilde - IP Security Agreement#page2.tif | | | |
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of March 29, 2021 by and between **Harper Wilde, Inc.**, a Delaware corporation ("**Grantor**") and **Avidbank**, a California corporation ("**Bank**").

RECITALS

Bank has 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 Loan and Security Agreement by and between Bank and Grantor dated of the date hereof and as amended from time to time (the "**Loan Agreement**"). Capitalized terms used herein have the meaning assigned in the Loan Agreement. Bank is willing to make the financial accommodations to Grantor, but only upon the condition, among others, that Grantor grants to Bank a security interest in all of Grantor's right title, and interest in, to and under all of the Collateral whether presently existing or hereafter acquired.

NOW, THEREFORE, Grantor agrees as follows:

AGREEMENT

To secure performance of Grantor's obligations under the Loan Agreement, Grantor grants to Bank a security interest in all of Grantor's right, title and interest in Grantor's intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits). This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. Each right, power and remedy of Bank provided for herein or in the Loan Agreement shall not preclude the simultaneous or later exercise by Bank of any or all other rights, powers or remedies.

Notwithstanding the foregoing, the term "intellectual property" shall not include "intent-to-use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a security interest in such "intent-to-use" trademarks would be contrary to applicable law.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor, as of the date hereof, has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new intellectual property.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. In the event that any signature to this Agreement is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

Address of Grantor:

10866 Wilshire Blvd., Suite 1650
Los Angeles, CA 90024
Attn: Jane Fisher

HARPER WILDE, INC.

By: Jane Fisher
Print Name: Jane Fisher
Title: Co-President, CFO, Treasurer

Address of Bank:

1732 N. 1st Street, 6th Floor
San Jose, CA 95112
Attn: Porter McKay

AVIDBANK

By: _____
Print Name: _____
Title: _____

TRADEMARK

REEL: 007235 FRAME: 0534

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

Address of Grantor:

10866 Wilshire Blvd., Suite 1650
Los Angeles, CA 90024
Attn: Jane Fisher

HARPER WILDE, INC.

By: _____


Print Name: _____

Title: _____

Address of Bank:

1732 N. 1st Street, 6th Floor
San Jose, CA 95112
Attn: Porter McKay

AVIDBANK

By:  _____

Print Name: Holly Hayes

Title: VP

EXHIBIT A

Copyrights

Please Check Box if No Copyrights Exist

| Title | Registration Number | Registration Date |
|--------------|----------------------------|--------------------------|
|--------------|----------------------------|--------------------------|

EXHIBIT B

Patents

Please Check Box if No Patents Exist

| Title | Application Number / Patent Number | Application Date / Issue Date |
|-------|---------------------------------------|----------------------------------|
|-------|---------------------------------------|----------------------------------|

EXHIBIT C

Trademarks

| <u>Description</u> | <u>Serial Number</u> | <u>Registration Number</u> | <u>Application Date / Registration Date</u> |
|----------------------------|----------------------|----------------------------|---|
| HARPER WILDE EVERYWEAR | 88498307 | | July 2, 2019 |
| 2 MONTHS 4 MONTHS 6 MONTHS | 88498315 | | July 2, 2019 |
| LIFT UP THE LADIES | 87265070 | 5292921 | September 19, 2017 |
| HARPER WILDE | 87235753 | 5292843 | September 19, 2017 |

* — *indicates dead, abandoned or cancelled trademark*