

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM651973

<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>
Trendly, Inc.		05/27/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TRIPLEPOINT VENTURE GROWTH BDC CORP.		
<b>Street Address:</b>	2755 Sand Hill Road		
<b>City:</b>	Menlo Park		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94025		
<b>Entity Type:</b>	Corporation: MARYLAND		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5551351	REBAG	
<b>Registration Number:</b>	6109300	CLAIR	
<b>Registration Number:</b>	4830735	REBAG	
<b>Registration Number:</b>	4826707	TRENDLEE	
<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>	6508157636		
<b>Email:</b>	aalwine@mwe.com		
<b>Correspondent Name:</b>	Judy M. Mohr / MCDERMOTT WILL & EMERY		
<b>Address Line 1:</b>	415 Mission Street, Suite 5600		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94105		
<b>ATTORNEY DOCKET NUMBER:</b>	082853-0010 Trendly Inc.		
<b>NAME OF SUBMITTER:</b>	Judy M. Mohr		
<b>SIGNATURE:</b>	/Judy M. Mohr/		
<b>DATE SIGNED:</b>	06/04/2021		
<b>Total Attachments: 7</b>			
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## PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is a **Plain English Intellectual Property Security Agreement** dated as of May 27, 2021 by and between TRIPLEPOINT VENTURE GROWTH BDC CORP., a Maryland corporation, in its capacity as collateral agent for itself and the Lenders (as defined below) (in such capacity together with its successors and assigns, in such capacity “**Collateral Agent**”), and TRENDLY, INC., a Delaware corporation (the “**Agreement**”).

The words “We”, “Us”, or “Our”, refer to the grantee, which is Collateral Agent. The words “You” or “Your” refers to the grantor, which is TRENDLY, INC. and not any individual. The words “the Parties” refers to both Collateral Agent and TRENDLY, INC.

Pursuant to that certain Plain English Growth Capital Loan and Security Agreement (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”), dated as of May 27, 2021 by and among, Trendly, Inc., Collateral Agent and TRIPLEPOINT PRIVATE VENTURE CREDIT INC., a Maryland corporation, in its capacity as a lender (in such capacity, “**TPVC**”; TPVG and TPVC, in their respective capacities as lenders, each a “**Lender**” and collectively the “**Lenders**”), Lenders have agreed to make certain financial accommodations available for the direct or indirect benefit of Trendly, Inc. and You have granted to Us a lien on and a security interest in all the present and future rights, title, and interest that You may now have or hereafter acquire in all Patents, Trademarks, Copyrights, and applications for Patents, Trademarks and Copyrights.

In consideration for the mutual covenants and agreements contained in the Loan Agreement and this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

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### 1. GRANT OF SECURITY INTEREST

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You grant to Us a lien upon and continuing security interest in all of Your right, title, and interest in, to and under all of the following (all of the following items of property collectively will be referred to as the “**Intellectual Property Collateral**”), whether now existing or hereafter arising or acquired:

- ⇒ all Patents, Patent Licenses, and Patent applications, including specifically those listed on the attached **Schedule A**, together with any reissues, divisions, continuations, renewals, extensions and continuations thereof;
- ⇒ all Trademarks, Trademark Licenses, and trademark applications, including specifically those listed on the attached **Schedule B** together with any renewals thereof; provided, however, that the Intellectual Property Collateral shall not include any “intent-to-use” Trademarks or applications therefor prior to the first use thereof, whether by the actual use thereof in commerce or the recording of a statement of use with the United States Patent and Trademark Office or otherwise, unless and until acceptable evidence of use of the Trademark has been filed with and accepted by the United States Patent and Trademark Office pursuant to Sections 1(c) or 1(d) of the Lanham Act (15 U.S.C. §§ 1051, et seq. ;
- ⇒ all Copyrights, Copyright Licenses, and applications for Copyrights, including specifically those listed on the attached **Schedule C**;
- ⇒ the right to sue for past, present and future infringements of the foregoing and all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof; and
- ⇒ all Proceeds.

You represent and warrant to Us that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which You have registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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**2. LOAN AGREEMENT**

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This security interest is granted to secure the Secured Obligations, under the Loan Agreement. All the capitalized terms used but not otherwise defined are used in this Agreement with the same meaning as defined in the Loan Agreement.

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**3. OUR RIGHT TO SUE**

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Upon and during the continuance of an Event of Default, subject to the terms of the Loan Agreement, We shall have the right, but shall in no way be obligated, to bring suit in Our own name to enforce Your rights in the Intellectual Property Collateral. If We commence any such suit, You shall, at Our request, do all lawful acts and execute and deliver all proper documents or information that may be necessary or desirable to aid Us in such enforcement. You shall promptly, upon demand, reimburse and indemnify Us for all of Our costs and expenses, including reasonable attorney's fees, related to Our exercise of the above mentioned rights.

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**4. FURTHER ASSURANCES**

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You will from time to time execute, deliver and file, alone or with Us, any security agreements, or other documents to perfect and give priority to Our lien on the Intellectual Property Collateral. You will from time to time obtain any instruments or documents as We may request, and take all further action that may be reasonably necessary or desirable, or that We may reasonably request, to carry out more effectively the provisions and purposes of this Agreement or any other related agreements or to confirm, perfect, preserve and protect the liens granted to Us.

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**5. MODIFICATION**

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This Agreement can only be altered, amended or modified in a writing signed by the Parties. Notwithstanding the foregoing however, You hereby irrevocably appoint Us (and any of Our designated officers, agents or employees) as Your true and lawful attorney to modify, in Our sole discretion, this Agreement without first obtaining Your approval of or signature to such modification by amending Schedules A, B, and C to this Agreement, as appropriate, to include reference to any right, title or interest in any Intellectual Property Collateral acquired by You before or after the execution hereof or to delete any reference to any right, title or interest in any Intellectual Property Collateral in which You no longer have or claim to have any right, title or interest. The appointment of Us as Your attorney in fact, and each and every one of Our rights and powers, being coupled with an interest, is irrevocable until all of the Secured Obligations have been fully repaid and performed and Our obligation to provide credit extensions to You is terminated.

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**6. BINDING EFFECT; REMEDIES NOT EXCLUSIVE**

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This Agreement shall be binding upon You and Your respective successors and assigns, and shall inure to the benefit of Us, and Our nominees and assigns.

Our rights and remedies 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 Us as a matter of law or equity. Each of Our rights, powers and remedies 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 Us of any one or more of the rights, powers or remedies provided for in this 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 Us, of any or all other rights, powers or remedies.

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**7. GOVERNING LAW; COUNTERPARTS**

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This Agreement shall be deemed made and accepted in and shall be governed by and construed in accordance with the laws of the State of California, and (where applicable) the laws of the United States of America.

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.

*(Signature Page to Follow)*

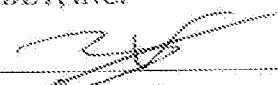
IN WITNESS WHEREOF, You have duly executed this Agreement as of the date first set forth above.

You: TRENDLY, INC.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

  
Charles GORRA  
CEO

[SIGNATURE PAGE TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT]

**SCHEDULE A**

**To Plain English Intellectual Property Security Agreement  
Between TRENDLY, INC., as You (Grantor)  
and TRIPLEPOINT VENTURE GROWTH BDC CORP., as Us (Grantee)**

**PATENTS AND PATENT APPLICATIONS**

**PATENTS**

Patent Name	Status and Date Issued	Patent Number
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None.

**PATENT APPLICATIONS**

Name	Status & Date Filed	Application Number
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None.

**SCHEDULE B**

**To Plain English Intellectual Property Security Agreement  
Between TRENDLY, INC., as You (Grantor)  
and TRIPLEPOINT VENTURE GROWTH BDC CORP., as Us (Grantee)**

**TRADEMARKS AND TRADEMARK APPLICATIONS**

**TRADEMARKS**

Name	Date Filed or Issued	Serial Number	Status
REBAG	8/28/2018	5,551,351	Registered
CLAIR	7/21/2020	6,109,300	Registered
REBAGG	10/13/2015	4,830,735	Registered
TRENDLEE	10/6/2015	4,826,707	Registered

**TRADEMARK APPLICATIONS**

Name	Date Filed	Serial Number	Status
All the below for REBAG and CLAIR trademarks			
Canada	8/25/2020	2047691	Applied
European Union	8/25/2020	018296397	Applied
UK	8/25/2020	3526707	Applied
Australia	3/25/2021	2114636	Applied
Brazil	9/18/2020	920638902	Applied
China	11/13/2020	70514-324340	Applied
Hong Kong	8/27/2020	2002642-47-hk	Applied
Singapore	9/1/2020	5748412	Applied
Japan	9/18/2020	05416	Applied
UAE	4/19/2021	323974	Applied
Mexico	8/26/2020	177690	Applied
Monaco	10/9/2020	39396	Applied
Switzerland	9/3/2020	266695	Applied
Norway	9/4/2030	TM46654NO00	Applied
France	1/22/2021	4724319	Applied



**SCHEDULE C**

**To Plain English Intellectual Property Security Agreement  
Between TRENDLY, INC., as You (Grantor)  
And TRIPLEPOINT VENTURE GROWTH BDC CORP., as Us (Grantee)**

**COPYRIGHTS AND COPYRIGHT APPLICATIONS**

**COPYRIGHT REGISTRATIONS**

Registration Number	Title	Registration Date	V&A No.
None.			

**APPLICATIONS FOR COPYRIGHT REGISTRATIONS**

Title	Date Filed	V&A No.
None.		