

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM741476

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Amended and Restated Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THREDUP INC.		07/14/2022	Corporation: DELAWARE
THREDUP INTERMEDIARY HOLDINGS LLC		07/14/2022	Limited Liability Company: VIRGINIA
KNITWIT GC LLC		07/14/2022	Limited Liability Company: VIRGINIA
RECEIVING PARTY DATA			
Name:	WESTERN ALLIANCE BANK		
Doing Business As:	Bridge Bank (a division of Western Alliance Bank)		
Street Address:	55 Almaden Boulevard, Suite 100		
Internal Address:	Attn: Jeffrey Brown		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Serial Number:	88218625	CHOOSE USED	
Serial Number:	87846823	SHOP HER CLOSET	
Serial Number:	87669607	GOODY BOXES	
Serial Number:	87954401	THE TREASURE WITHOUT THE HUNT	
Serial Number:	87725926	#SECONDHANDFIRST	
Serial Number:	87598323	THINK SECONDHAND FIRST	
Serial Number:	87577383	THRED UP THRED	
Serial Number:	87577394	THREDUP	
Serial Number:	87650753	THE LARGEST ONLINE CONSIGNMENT AND THRIF	
Serial Number:	87636802	THREDUP	
Serial Number:	87385000	SECONDHAND CLOTHES. FIRSTHAND FUN.	
Serial Number:	87636810	SECONDHAND CLOTHES. FIRSTHAND FUN.	
Serial Number:	87423610	THREDUP	
Serial Number:	87384994	THREDUP	

OP \$565.00 88218625

Property Type	Number	Word Mark
Serial Number:	77784927	THREDUP
Serial Number:	90249773	THREDUP
Serial Number:	77925563	CLOTHES DON'T GROW. KIDS DO.
Serial Number:	88835448	THE GIFT OF THRIFT
Serial Number:	88590874	RESALE-AS-A-SERVICE
Serial Number:	90199894	THREDUP
Serial Number:	88597782	RAAS
Serial Number:	97199217	THRIFT THE LOOK

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: 9188355997

Email: shiers@mcguirewoods.com

Correspondent Name: Fredericka J. Sowers

Address Line 1: 501 Fayetteville Street

Address Line 2: Suite 500

Address Line 4: Raleigh, NORTH CAROLINA 27601

NAME OF SUBMITTER:	Fredericka J. Sowers
SIGNATURE:	/Fredericka J. Sowers/
DATE SIGNED:	07/15/2022

Total Attachments: 6

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**SECOND AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This **SECOND AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of July 14, 2022 (the “Agreement”), between WESTERN ALLIANCE BANK, an Arizona corporation (“WAB”), as Agent, and THREDUP INC., a Delaware corporation, THREDUP INTERMEDIARY HOLDINGS LLC, a Virginia limited liability company, and KNITWIT GC LLC, a Virginia limited liability company (jointly and severally, collectively “Grantor”), is made with reference to the Second Amended and Restated Loan and Security Agreement dated as of July 14, 2022 (as amended from time to time, the “Loan Agreement”), among Grantor, the Lenders party thereto, and Agent. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Agent, for itself and for the benefit of the Lenders, a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the “Intellectual Property Collateral”):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, (collectively, the “Copyrights”), including the Copyrights described in Exhibit A;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks (collectively, the “Trademarks”), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the “Patents”), including the Patents described in Exhibit C;

(d) trade secrets;

(e) design rights;

(f) claims for damages by way of past, present and future infringement of any of the rights included above;

(g) licenses or other rights to use any of the Copyrights, Patents, or Trademarks,

(h) license fees and royalties arising from such use of the Copyrights, Patents, or Trademarks to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, or Patents;
and

(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing;

provided, that the “Intellectual Property Collateral” shall not include any Excluded Property.

This Agreement is a Loan Document. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of California, without regard to principles of conflicts of law.

This Agreement does completely amend and restate, without novation, the terms and conditions of that certain Amended and Restated Intellectual Property Security Agreement dated as of February 3, 2021, between Grantor and WAB (as amended from time to time before the date of this Agreement, the “Existing IP Security Agreement”), and the Existing IP Security Agreement completely amended and restated, without novation, the terms and conditions of that certain Intellectual Property Security Agreement dated as of February 7, 2019, between Grantor and WAB (as amended from time to time before the date of the Existing IP Security Agreement, the “Original IP Security Agreement”). The security interest described in this Agreement is a continuation of the security interest granted and pledged to WAB under the Original Loan Agreement, the “Original Agreement” (as defined in the Original Loan Agreement), the Existing IP Security Agreement, and the Original IP Security Agreement. Except as expressly amended and restated hereby, nothing in this Agreement constitutes or shall be deemed to release or otherwise adversely affect any such lien or security interest.

[Signature pages follow]


IN WITNESS WHEREOF, the parties have executed this Second Amended and Restated Intellectual Property Security Agreement as of the date first written above.

GRANTOR:

AGENT:

THREDUP INC., a Delaware corporation

WESTERN ALLIANCE BANK, an Arizona corporation, as Agent


DocuSigned by:

By: _____
Name: Sean Sobers
Title: Chief Financial Officer

DocuSigned by:

By: _____
Name: Jeffrey Brown
Title: Senior Director


THREDUP INTERMEDIARY HOLDINGS LLC, a Virginia limited liability company

Address for Notices to Agent:

DocuSigned by:

By: _____
Name: Sean Sobers
Title: Treasurer

Bridge Bank, a division of Western Alliance Bank
55 Almaden Boulevard, Suite 100
San Jose, CA 95113
Attn: Jeffrey Brown
Email: jeff.brown@bridgebank.com

KNITWIT GC LLC, a Virginia limited liability company

DocuSigned by:

By: _____
Name: Sean Sobers
Title: Treasurer

Address for Notices to Grantor:

Attn: Alon Rotem
969 Broadway, Suite 200
Oakland, CA 94607

[Signature page to Amended and Restated Intellectual Property Security Agreement]

EXHIBIT A

COPYRIGHTS

Please Check if No Copyrights Exist

EXHIBIT B
TRADEMARKS

Please Check if No Trademarks Exist

<u>Description</u>	<u>Serial Number</u>	<u>Filing Date</u>
CHOOSE USED	88218625	12/5/18
SHOP HER CLOSET	87846823	3/23/18
GOODY BOXES	87669607	11/2/17
THE TREASURE WITHOUT THE HUNT	87954401	6/8/18
#SECONDHANDFIRST	87725926	12/19/17
THINK SECONDHAND FIRST	87598323	9/6/17
THRED UP THRED	87577383	8/21/17
THREDUP	87577394	8/21/17
THE LARGEST ONLINE CONSIGNMENT AND THRIFT STORE	87650753	10/18/17
THREDUP	87636802	10/6/17
SECONDHAND CLOTHES. FIRSHAND FUN.	87385000	3/24/17
SECONDHAND CLOTHES. FIRSHAND FUN.	87636810	10/6/17
THREDUP	87423610	4/25/17
THREDUP	87384994	3/24/17
THREDUP	77784927	7/20/09
THREDUP	90249773	10/12/20
CLOTHES DON'T GROW. KIDS DO.	77925563	2/2/10
THE GIFT OF THRIFT	88835448	3/16/20
RESALE-AS-A-SERVICE	88590874	8/23/19
THREDUP	90199894	9/22/20
RAAS	88597782	8/29/19
THRIFT THE LOOK	97199217	12/31/21

EXHIBIT C

PATENTS

Please Check if No Patents Exist

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Mannequin studio	9122128	9/1/15
Systems and methods for photographing merchandise	9137439	9/15/15
Mannequin studio	9188840	11/17/15
Systems and methods for merchandising	9230275	1/5/16
Retroreflective garment photography	10616545	4/7/20
Modular storage system for large numbers of unique items for order fulfillment	10450139	10/22/19