

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM762885

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FASHIONPHILE GROUP, LLC		08/03/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION, AS AGENT		
Street Address:	125 High Street, Suite 1100		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5171139	FASHIONPHILE	
Registration Number:	5171142		
CORRESPONDENCE DATA			
Fax Number:	6179518736		
<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:	6173417729		
Email:	katarzyna.gaysunas@morganlewis.com		
Correspondent Name:	Katarzyna Gaysunas		
Address Line 1:	1 Federal St		
Address Line 2:	c/o Morgan, Lewis & Bockius LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110-1726		
NAME OF SUBMITTER:	Katarzyna Gaysunas		
SIGNATURE:	/Katarzyna Gaysunas/		
DATE SIGNED:	10/21/2022		
Total Attachments: 8			
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GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS

This GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS, effective as of August 3, 2022 (this “Grant”) is made by FASHIONPHILE GROUP, LLC, a Delaware limited liability company (the “Grantor”), in favor of Wells Fargo Bank, National Association, a national banking association, as collateral agent and administrative agent (in such capacities, the “Agent”) for its own benefit and the benefit of the other Credit Parties (as defined in the Credit Agreement), in consideration of the mutual covenants contained herein and benefits to be derived herefrom.

W I T N E S S E T H:

WHEREAS, Grantor is party to a Security Agreement, dated as of the date hereof, by and among the Borrower and Wells Fargo Bank, National Association, for the benefit of the Agent and the Credit Parties (the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, Grantor has executed and delivered this Grant for the purpose of recording and confirming the grant of the security interest of the Agent in the Trademark Collateral and Patent Collateral (each as defined below) with the United States Patent and Trademark Office;

NOW, THEREFORE, in consideration of the mutual conditions and agreements set forth herein and in the Security Agreement, and for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor and the Agent, on its own behalf and on behalf of the other Credit Parties (and each of their respective successors or assigns), hereby agree as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest. In furtherance and as confirmation of the Security Interest granted by the Grantor to the Agent (for its own benefit and the benefit of the other Credit Parties) under the Security Agreement, and as further security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby ratifies such Security Interest and grants to the Agent (for its own benefit and the benefit of the other Credit Parties) a continuing security interest, in all of the present and future right, title and interest of the Grantor in, to and under the following property, and each item thereof, whether now owned or existing or hereafter acquired or arising, together with all products, proceeds, substitutions, and accessions of or to any of the following property (collectively, the “Trademark and Patent Collateral”):

- (a) All trademarks, trade names, corporate names, company names, Internet domain names, business names, fictitious business names, trade dress, trade styles, service marks, designs, logos and other source or business identifiers, whether registered or unregistered, together with all registrations thereof, all applications in connection therewith and all renewals thereof, and any goodwill of the business connected with, and symbolized by, any of the foregoing, including, without limitation, the trademark

registrations and trademark applications set forth on Exhibit A attached hereto (collectively, "Trademarks");

(b) All patents and applications for patents, and the inventions and improvements therein disclosed, and any and all divisions, revisions, reissues and continuations, continuations in part, extensions, and reexaminations of said patents, including, without limitation, the patents and patent applications set forth on Exhibit B attached hereto (collectively, "Patents");

(c) All agreements, whether written or oral, providing for the grant by or to any Grantor of any right in respect of any Patent or Trademark (collectively, "Licenses") and all income, royalties, damages and payments now and hereafter due and/or payable under and with respect to the Trademarks and Patents, including, without limitation, payments under all Licenses entered into in connection therewith and damages and payments for past or future infringements, misappropriations or dilutions thereof;

(d) The right to sue for past, present and future infringements, misappropriations and dilutions of any of the Trademarks and Patents; and

(e) All of the Grantor's rights corresponding to any of the foregoing throughout the world.

Notwithstanding the foregoing, no Trademark shall be included in the Trademark Collateral to the extent that the grant of a security interest in such Trademark would result in, permit or provide grounds for the cancellation or invalidation of such Trademark.

SECTION 3. Intent. This Grant is being executed and delivered by the Grantor for the purpose of recording and confirming the grant of the security interest of the Agent in the Trademark and Patent Collateral with the United States Patent and Trademark Office. It is intended that the security interest granted pursuant to this Grant is granted in conjunction with, and not in addition to or limitation of, the Security Interest granted to the Agent, for its own benefit and the benefit of the other Credit Parties, under the Security Agreement. All provisions of the Security Agreement shall apply to the Trademark and Patent Collateral. The Agent shall have the same rights, remedies, powers, privileges and discretions with respect to the security interests created in the Trademark and Patent Collateral as in all other Collateral. In the event of a conflict between this Grant and the Security Agreement, the terms of the Security Agreement shall control.

SECTION 4. Recordation. The Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this Grant.

SECTION 5. Termination; Release of Trademark and Patent Collateral. Upon termination of the Security Interest in the Trademark and Patent Collateral in accordance with the Security Agreement, the Agent shall execute, acknowledge, and deliver to the Grantor, an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademark and Patent Collateral under this Grant. Any execution and delivery of termination statements, releases or other documents pursuant to this SECTION 5 shall be without recourse to, or warranty by, the Agent or any other Credit Party.

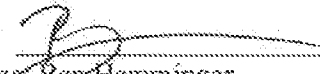
SECTION 6. Governing Law. This Agreement shall be governed by, and construed in accordance with, the Laws of the State of New York, without regard to conflict of Law principles (but including and giving effect to Sections 5-1401 and 5-1402 of the New York General Obligations Law).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor and the Agent have caused this Grant to be executed by their duly authorized officers as of the date first above written.

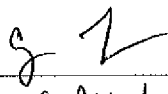
GRANTOR:

FASHIONPHILE GROUP, LLC

By: 
Name: Ben Hemminger
Title: Chief Executive Officer

AGENT:

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By: 
Name: Cory Loftis
Title: Managing Director

[Fashionphile - Signature Page to Grant of Security Interest (Trademarks and Patents)]

TRADEMARK
REEL: 007875 FRAME: 0073

EXHIBIT A

Trademark Registrations and Applications

U.S. Federal Trademark Registrations and Applications


<u>Title</u>	<u>Trademark Registration No.</u>	<u>Registration Date</u>
FASHIONPHILE	5,171,139	3/28/17
	5,171,142	3/28/17

EXHIBIT B

Patents and Patent Applications

Title	Application Number	Country	Filing Date
SYSTEM & METHOD FOR PRICING FASHION PRODUCTS	62/886,008	United States	8/13/2019
PRODUCT PRICING SYSTEM AND METHOD THEREOF	WO2021030635	WIPO	8/13/2020
PRODUCT PRICING SYSTEM AND METHOD THEREOF	17/603,272	United States	10/12/21
PRODUCT PRICING SYSTEM AND METHOD THEREOF	20852616	Europe	3/11/22
AUTOMATIC HANDBAG RECOGNITION USING VIEW-DEPENDENT CNNs	17/630,317	United States	1/26/22
AUTOMATIC HANDBAG RECOGNITION USING VIEW-DEPENDENT CNNs	62/931,464	United States	11/6/2019
AUTOMATIC HANDBAG RECOGNITION USING VIEW-DEPENDENT CNNs	WO2021092180	WIPO	11/5/2020
AUTOMATIC HANDBAG RECOGNITION USING VIEW-DEPENDENT CNNs	20885608.3	Europe	5/18/22
AUTOMATIC COUNTERFEIT HANDBAG DETECTION USING ZOOMED SMARTPHONE SHOTS AND A BILINEAR CNN	62/931,470	United States	11/6/2019
SYSTEM & METHOD FOR HANDBAG AUTHENTICATION	17/614,974	United States	11/29/21
SYSTEM & METHOD FOR HANDBAG AUTHENTICATION	WO2021092183	WIPO	11/5/2020

SYSTEM & METHOD FOR HANDBAG AUTHENTICATION	20885094.1	Europe	5/18/22
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RECORDED: 10/21/2022

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