

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM473766

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Venture Lending & Leasing VI, LLC.	FORMERLY WHI Inc.	04/20/2018	Limited Liability Company: DELAWARE
Venture Leding & Leasing VII, LLC.	FORMERLY WHI Inc.	04/20/2018	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	Super Basic, LLC.		
Street Address:	1880 Century Park East #209		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90067		
Entity Type:	California CALIFORNIA : limited liability company <i>MR</i>		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4760644	WE IT	
Registration Number:	4885317	WE HEART IT	
Registration Number:	4096093	WE IT	
Registration Number:	4096094	WE IT	
Registration Number:	4159070		
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:	3232879884		
Email:	michael@maplemedia.io		
Correspondent Name:	Michael Ritter		
Address Line 1:	1880 Century Park East #209		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
NAME OF SUBMITTER:	Michael Ritter		
SIGNATURE:	/Michael Ritter/		
DATE SIGNED:	05/13/2018		

OP \$140.00 4760644

Total Attachments: 7

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INTELLECTUAL PROPERTY TRANSFER STATEMENT
(under Uniform Commercial Code Section 9-619)

THIS INTELLECTUAL PROPERTY TRANSFER STATEMENT (this “Transfer Statement”) is made and entered into as of April 20, 2018, by and among Venture Lending & Leasing VI, LLC, a Delaware limited liability company, acting in its capacity as successor-in-interest to Venture Lending & Leasing VI, Inc., a Maryland corporation (“VLL6”), Venture Lending & Leasing VII, Inc., a Maryland corporation (“VLL7”), and Super Basic, LLC, a California limited liability company with an address of 1880 Century Park East #209, Los Angeles, CA 90067, USA (“Assignee”). VLL6 and VLL7 are referred to herein collectively as “Assignors.” Capitalized terms used but not otherwise defined herein shall have the definition assigned to such terms in the Foreclosure Sale Agreement, dated as of April 20, 2018 (the “Sale Agreement”), among Assignors and Assignee.

WHEREAS, WHI, Inc., a Delaware corporation doing business as We Heart It (“Debtor”), is the registered owner of certain trademarks and service marks registered in the United States Patent and Trademark Office, foreign trademark registrations, and common law trademarks and service marks, which are set forth on Exhibit A attached hereto (hereinafter collectively referred to as the “Marks”) and is the owner of the goodwill associated with the Marks;

WHEREAS, Debtor is the registered owner of the entire right, title and interest in and to the domain names set forth on the attached Exhibit B (the “Domain Names”);

WHEREAS, Debtor, in a certain Intellectual Property Security Agreement, dated as of September 30, 2013 (as the same has been amended, supplemented and modified from time to time, the “Intellectual Property Security Agreement”), and recorded with the United States Patent and Trademark Office (the “USPTO”) on September 30, 2013, at Reel 5120 Frame 0705, as supplemented by a Supplement No. 1 thereto, dated as of April 16, 2018 and recorded with the USPTO in April, 2018, previously granted to each of VLL6 and VLL7 (the “Secured Parties”) security interests in all of Debtor’s right, title and interest in and to all general intangibles and other personal property owned by Debtor, including, without limitation, the Marks and associated goodwill as security for certain loans which are in default;

WHEREAS, Debtor has defaulted in connection with its secured obligations to Secured Parties;

WHEREAS, each Secured Party has exercised its post-default rights of foreclosure of its security interests in and to the Marks, the Domain Names and the goodwill associated therewith, and pursuant to a power of sale and foreclosure has conveyed on April 20, 2018, the Marks, the Domain Names and associated goodwill to Assignee; and

WHEREAS, by reason of the exercise of such post-default remedies, all rights of Debtor in and to the Marks and the Domain Names have been acquired by Assignee.

NOW, THEREFORE, in consideration of the mutual promises made in the Sale Agreement and herein and upon the terms and subject to the conditions set forth in the Sale Agreement and herein, the parties hereto hereby agree as follows:

1. Assignment. Assignors hereby assign, convey, transfer and deliver to Assignee, and Assignee hereby acquires and accepts from Assignors, all of Debtor’s right, title and interest in and to:

(a) the Trademarks, including any registration(s) set forth on Exhibit A; and

(b) the Domain Names, together with all registrations relating thereto;

In each case, including the goodwill of the business symbolized by said Trademarks and Domain Names and all intellectual property rights residing in the foregoing.

In accordance with Section 9619(b) of the California Commercial Code, Assignee is entitled to a transfer of record of all right, title and interest of Debtor in and to the Marks and associated goodwill, and request is hereby made that the Commissioner of Patents and Trademarks and the United States Patent and Trademark Office accept the foregoing transfer statement and promptly amend its records to reflect the aforesaid transfer to Assignee.

2. Rights and Privileges. All rights and privileges held by Debtor in the Trademarks and Domain Names immediately before the effective date hereof shall be held and enjoyed by the Assignee following the effective date for its own use and behalf and the use and behalf of its successors and assigns as the same would have been held and enjoyed by Debtor had this assignment not been made.

3. Terms of the Sale Agreement. The terms of the Sale Agreement are incorporated herein by reference. The parties acknowledge and agree that the representations, warranties, covenants and agreements contained in the Sale Agreement shall not be limited or expanded hereby, and shall not be superseded hereby, but shall remain in full force and effect to the full extent provided therein.

4. No Modification of Sale Agreement. This Transfer Statement is issued pursuant to the terms of the Sale Agreement and Assignors and the Assignee are entitled to the benefits of, and this instrument is subject to, all pertinent provisions of the Sale Agreement. Nothing contained herein shall release Assignors or Assignee from any of their respective obligations under the Sale Agreement or in any way diminish, limit, or modify any of the representations, warranties, covenants or agreements of such parties set forth in the Sale Agreement. To the extent that any provision of this Transfer Statement conflicts or is inconsistent with the terms of the Sale Agreement, the Sale Agreement shall govern, including with respect to the enforcement of the rights and obligations of the parties hereto.

5. No Third Party Beneficiaries. This Transfer Statement is for the sole and exclusive benefit of Assignors and Assignee and their respective successors and permitted assigns and nothing herein is intended or shall be construed to confer upon any Person other than Assignors and Assignee and their respective successors and permitted assigns any right, remedy, or claim under or by reason of this Agreement or any term, covenant or condition hereof.

6. Successors and Assigns. This Transfer Statement shall be binding upon the parties hereto and their successors and assigns.

7. Amendments. This Transfer Statement and any of the provisions hereof may not be amended or modified except by an instrument in writing and signed by each party hereto.

8. Governing Law. This Transfer Statement shall in all respects be construed in accordance with and governed by the laws of State of California, without reference to conflict of law principles.

9. Severability. Any term or provision of this Transfer Statement that is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Transfer Statement or affecting the validity or enforceability of any of the terms of provisions of this Transfer Statement in any other jurisdiction.

10. Counterparts; Facsimile Signature. This Transfer Statement may be executed in one or more separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any signature page delivered electronically or by facsimile (including transmission by Portable Document Format or other fixed image form) shall be binding to the same extent as an original signature page.


[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Transfer Statement to be executed by their duly authorized representative as of the date first written above.

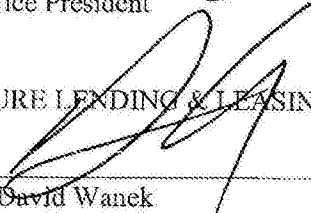
ASSIGNORS:

VENTURE LENDING & LEASING VI, LLC

By: Westech Investment Advisors LLC
Its: Managing Member

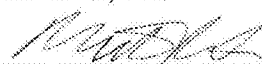
By: 
Name: David Wanek
Title: Vice President

VENTURE LENDING & LEASING VII, INC.

By: 
Name: David Wanek
Title: Vice President

ASSIGNEE:

SUPER BASIC, LLC

By: 
Name: Michael Ritter
Title: CEO

Acknowledged and agreed:

DEBTOR:

WHI, INC. (dba We Heart It)

By: VENTURE LENDING & LEASING VII, INC.,
as attorney-in-fact pursuant to Section 3(b)(iii)
of the Intellectual Property Security Agreement

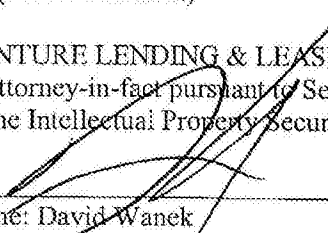
By: 
Name: David Wanek
Its: Vice President

EXHIBIT A

Trademarks

- United States

Country	Mark	App. No.	Reg. No.	Status	Filing Date	Registration Date
U.S.	<u>WE {LOVE} IT and Design</u> 	85762087	4760644	Registered	October 24, 2012	June 23, 2015
U.S.	<u>WE HEART IT</u>	86649611	4885317	Registered	June 2, 2015	January 12, 2016
U.S.	<u>WE IT and Design</u> 	85351628	4096093	Registered	June 21, 2011	February 7, 2012
U.S.	<u>WE IT and Design</u> 	85351631	4096094	Registered	June 21, 2011	February 7, 2012
U.S.	<u>Design Only</u> 	85351633	4159070	Registered	June 21, 2011	June 12, 2012

- [Other Countries]

Country	Mark	App. No.	Reg. No.	Status	Filing Date	Registration Date
Argentina	<u>WE IT and Design</u>	3144050	2927937	Registered	February 3, 2012	March 1, 2018

Country	Mark	App. No.	Reg. No.	Status	Filing Date	Registration Date
						
Argentina	<u>WE IT and Design</u> 	3144053	2919408	Registered	February 3, 2012	December 15, 2017
Brazil	<u>WE IT and Design</u> 	831100508	831100508	Registered	June 24, 2011	October 21, 2014
Brazil	<u>WE IT and Design</u> 	831100516	831100516	Registered	June 24, 2011	October 21, 2014
Brazil	<u>Design Only</u> 	831100524	831100524	Registered	June 24, 2011	October 21, 2014

EXHIBIT B

Domain Names

- weheartit.com
- whrt.it