

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM775757

<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>
Moda Operandi, Inc.		12/21/2022	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Comerica Bank		
<b>Street Address:</b>	39200 W. Six Mile Road		
<b>Internal Address:</b>	M/C 7578		
<b>City:</b>	Livonia		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48152		
<b>Entity Type:</b>	Banking Association: TEXAS		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4293264	MODA OPERANDI	
<b>Registration Number:</b>	4266390	MODA OPERANDI	
<b>Registration Number:</b>	4266405	MODA OPERANDI	
<b>Registration Number:</b>	6584074	MODA DOMUS	
<b>Registration Number:</b>	6442635	MODA DOMUS	
<b>Serial Number:</b>	90748759	MODA DOMUS	
<b>Serial Number:</b>	97208275	MODA OPERANDI	
<b>Serial Number:</b>	97208215	MODAVERSE	
<b>Serial Number:</b>	97335871	M.O	
<b>Serial Number:</b>	97340341	MODA OPERANDI	
<b>Serial Number:</b>	97364158	MODA PRIVATE	
<b>Serial Number:</b>	97372094	MODA REWARDS	
<b>Serial Number:</b>	97549345		
<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>	(619) 699-2708		

CH \$340.00 4293264

**Email:** christian.cruz@us.dlapiper.com  
**Correspondent Name:** DLA PIPER LLP (USA)  
**Address Line 1:** 401 B Street  
**Address Line 2:** Suite 1700  
**Address Line 4:** San Diego, CALIFORNIA 92101

<b>NAME OF SUBMITTER:</b>	Matt Schwartz
<b>SIGNATURE:</b>	/s/ Matt Schwartz
<b>DATE SIGNED:</b>	12/21/2022

**Total Attachments: 16**

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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Intellectual Property Security Agreement is entered into as of December 21, 2022 by and between **COMERICA BANK**, a Texas banking association ("**Bank**") and **MODA OPERANDI, INC.**, a Delaware corporation ("**Grantor**").

**RECITALS**

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "**Loan Agreement**"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

**AGREEMENT**

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and 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), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank 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 Bank as a matter of law or equity. Each right, power and remedy of Bank 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 Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security 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 Bank, of any or all other rights, powers or remedies.

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 has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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.

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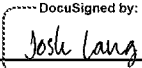
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**GRANTOR:**

Address of Grantor:

MODA OPERANDI, INC.  
34 34<sup>th</sup> Street, Building 6, Suite 4A  
Brooklyn, NY 11232  
Attn: Josh Lang, VP, Finance and Treasurer, and  
Nathanael Porembka, Deputy General Counsel  
Email: [josh.lang@modaoperandi.com](mailto:josh.lang@modaoperandi.com) and  
[nathanael.porembka@modaoperandi.com](mailto:nathanael.porembka@modaoperandi.com)

**MODA OPERANDI, INC.**

By:   
DocuSigned by:  
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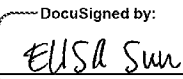
Name: Josh Lang  
Title: VP, Finance

**BANK:**

Address of Bank:

COMERICA BANK  
M/C 7578  
39200 Six Mile Rd.  
Livonia, MI 48152  
Attn: National Documentation Services

**COMERICA BANK**

By:   
DocuSigned by:  
AC7DDEDAF5BF495...

Name: Elisa Sun  
Title: SVP

*[Signature Page to Intellectual Property Security Agreement]*

EXHIBIT A

Copyrights

N/A

COPY  
VIEW

EXHIBIT B

Patents

N/A

COPY VIEW

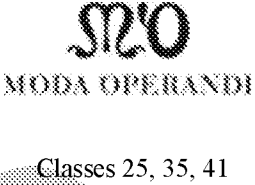
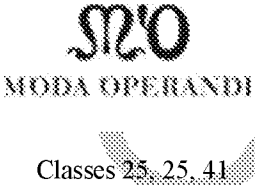


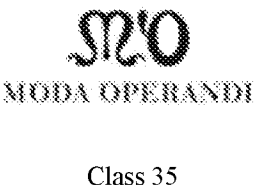
EXHIBIT C






## Trademarks

Mark & Classes	Country	Application Number/ Registration Number	Filing Date Registration Date	Status
MODA OPERANDI Class 25	US	85/493,890 <b>4,293,264</b>	Filed: 12/13/2011 Registered: 2/19/2013	<b><u>Registered</u></b>
MODA OPERANDI Class 25	Madrid: WIPO	1681661	Filed: 08/04/2022	<b><u>Filed</u></b>
	Madrid: AU	1681661/ 2299012	Filed: 08/04/2022	<b><u>Filed</u></b>
	Madrid: CA	1681661/ 2208511	Filed: 08/04/2022	<b><u>Filed</u></b>
	Madrid: CN	1681661	Filed: 08/04/2022	<b><u>Filed</u></b>
	Madrid: CO	1681661	Filed: 08/04/2022	<b><u>Filed</u></b>
	Madrid: IN	1681661	Filed: 08/04/2022	<b><u>Filed</u></b>
	Madrid: JP	1681661	Filed: 08/04/2022	<b><u>Filed</u></b>
	Madrid: MX	1681661	Filed: 08/04/2022	<b><u>Filed</u></b>

	Madrid: KR	1681661	Filed: 08/04/2022	<u>Filed</u>
	Madrid: SG	1681661	Filed: 08/04/2022	<u>Filed</u>
	Madrid: CH	1681661	Filed: 08/04/2022	<u>Filed</u>
	Madrid: AE	1681661	Filed: 08/04/2022	<u>Filed</u>
MODA OPERANDI Class 35	US	85/093,282 <b>4,266,390</b>	Filed: 7/26/2010 Registered: 1/1/2013	<u>Registered</u>
MODA OPERANDI Class 45 (Informational Services)	US	85/142,361 <b>4,266,405</b>	Filed: 9/30/2010 Registered: 1/1/2013	<u>Registered</u>
MODA OPERANDI Class 45 (Informational Services)	Madrid: WIPO	75094ED-6938	Filed: 08/25/2022	<u>Filed</u>
	Madrid: IN		Filed: 08/25/2022	<u>Filed</u>
	Madrid: CN		Filed: 08/25/2022	<u>Filed</u>
MODA OPERANDI Classes 25, 35, 41	EU	<b>009416827</b>	Filed: 10/1/2010 Registered: 3/8/2011	<u>Registered</u>



MODA OPERANDI Classes 25, 35, 41	GB	<b>UK009416827</b>	Filed: 10/1/2010 Registered: 3/8/2011	<b><u>Registered</u></b>
	EU	<b>009688243</b>	Filed: 1/26/2011 Registered: 1/26/2013	<b><u>Registered</u></b>
	GB	<b>UK00909688243</b>	Filed: 1/26/2011 Registered: 1/26/2021	<b><u>Registered</u></b>
	Madrid: WIPO	IR Number 1091389	Filed: 8/22/2011 Registered: 8/22/2011	<b><u>Registered</u></b>
	Madrid: AU	IR Number 1091389 <b>AU Reg No. 1452161</b>	Filed: 8/22/2011 Registered: 3/30/2012	<b><u>Registered</u></b>
	Madrid: JP	<b>1091389</b>	Filed: 8/22/2011 Registered: 9/13/2012	<b><u>Registered</u></b>

 MODA OPERANDI Class 35	Madrid: TR	1091389	Filed: 8/22/2011 Registered: 2/10/2013	<u>Registered</u>
 MODA OPERANDI Class 35	Madrid: RU	1091389	Filed: 8/22/2011 Registered: 9/19/2012	<u>Registered</u>
 MODA OPERANDI Classes 25, 35, 41	CA	1,543,282 TMA847,701	Filed: 9/13/2011 Registered: 4/5/2013	<u>Registered</u>
 MODA OPERANDI Class 35	HK	302031001	Filed: 9/14/2011 Registered: 9/14/2011	<u>Registered</u>
 MODA OPERANDI Class 35	CN	11204614	Filed: 7/13/2012 Registered: 4/7/2014	<u>Registered</u>
MODA DOMUS Class 41	US	88641382 6,584,074	Filed: 10/3/2019 Registered: 12/7/2021	<u>Registered</u>

MODA DOMUS Class 35	US	88982154 <b>6,442,635</b>	Filed: 10/3/2019 Registered: 8/3/2021	<b><u>Registered</u></b>
MODA DOMUS Class 21, 24	US	90748759	Filed: 6/2/2021	<b><u>Filed</u></b>
MODA OPERANDI Class 35	CN	56367597	Filed: 5/25/2021	<b><u>On Appeal</u></b>
MODA OPERANDI Class 35	CN	67167967	Filed: 9/15/2022	<b><u>Filed</u></b>
MODA OPERANDI Class 35	HK	305708926	Filed 8/5/2021	<b><u>Registered</u></b>
MODA OPERANDI Classes 25, 41	HK	306029811	Filed 8/5/2022	<b><u>Filed</u></b>
MODA OPERANDI Class 35	Madrid: WIPO	1507553	Filed: 11/25/2019	<b><u>Filed</u></b>
	Madrid: AU	2060438	Filed: 11/25/2019	<b><u>Registered</u></b>
	Madrid: CA	1507553/ 2004344	Filed: 11/25/2019	<b><u>Registered</u></b>
	Madrid: EU	1507553	Filed: 11/25/2019	<b><u>Registered</u></b>

	Madrid: GB	1507553	Filed: 11/25/2019	<b><u>Registered</u></b>
	Madrid: JP	1507553	Filed: 11/25/2019	<b><u>Registered</u></b>
	Madrid: RU	1507553	Filed: 11/25/2019	<b><u>Filed</u></b>
	Madrid: TR	2020/03237	Filed: 11/25/2019	<b><u>Registered</u></b>
	Madrid: SG	1507553/ 40202115655T	Filed: 6/1/2021	<b><u>Registered</u></b>
	Madrid: CH	1507553	Filed: 6/1/2021	<b><u>Registered</u></b>
	Madrid: AE	1507553	Filed: 9/1/2022	<b><u>Filed</u></b>
	Madrid: CO	1507553	Filed: 9/1/2022	<b><u>Filed</u></b>
	Madrid: IN	1507553	Filed: 9/1/2022	<b><u>Filed</u></b>
	Madrid: KR	1507553	Filed: 9/1/2022	<b><u>Filed</u></b>
MODA DOMUS Classes 21, 24	Madrid: WIPO	IR Number 1606240	Filed 6/7/2021	<b><u>Filed</u></b>

	Madrid: AU	IR Number 1606240/ 2200141	Filed 6/7/2021	<u>Filed</u>
	Madrid: CA	IR Number 1606240/ 2125264	Filed 6/7/2021	<u>Filed</u>
	Madrid: CN	IR Number 1606240	Filed 6/7/2021	<u>Filed</u>
	Madrid: CH	IR Number 1606240	Filed 9/1/2022	<u>Filed</u>
	Madrid: EU	IR Number 1606240	Filed 6/7/2021	<u>Registered</u>
	Madrid: GB	IR Number 1606240	Filed 6/7/2021	<u>Filed</u>
	Madrid: IN	IR Number 1606240	Filed 9/1/2022	<u>Filed</u>
	Madrid: JP	IR Number 1606240	Filed 6/7/2021	<u>Filed</u>
	Madrid: KR	IR Number 1606240	Filed 9/1/2022	<u>Filed</u>
	Madrid: RU	IR Number 1606240	Filed 6/7/2021	<u>Registered</u>


	Madrid: SG	IR Number 1606240	Filed 9/1/2022	<u>Filed</u>
	Madrid: TR	IR Number 1606240	Filed 6/7/2021	<u>Registered</u>
MODA DOMUS Classes 35, 41	Madrid: WIPO	IR Number 1685578	Filed 6/2/2022	<u>Filed</u>
	Madrid: AU	IR Number 1685578	Filed 6/2/2022	<u>Filed</u>
	Madrid: CA	IR Number 1685578	Filed 6/2/2022	<u>Filed</u>
	Madrid: CN	IR Number 1685578	Filed 6/2/2022	<u>Filed</u>
	Madrid: EM	IR Number 1685578	Filed 6/2/2022	<u>Filed</u>
	Madrid: IN	IR Number 1685578	Filed 6/2/2022	<u>Filed</u>
	Madrid: JP	IR Number 1685578	Filed 6/2/2022	<u>Filed</u>
	Madrid: KR	IR Number 1685578	Filed 6/2/2022	<u>Filed</u>

	Madrid: SG	IR Number 1685578	Filed 6/2/2022	<b><u>Filed</u></b>
	Madrid: CH	IR Number 1685578	Filed 6/2/2022	<b><u>Filed</u></b>
	Madrid: GB	IR Number 1685578	Filed 6/2/2022	<b><u>Filed</u></b>
MODA DOMUS Classes 35, 41	HK	306029802	Filed 8/5/2022	<b><u>Filed</u></b>
MODA DOMUS Classes 21, 24	HK	305708935	Filed 8/5/2021	<b><u>Registered</u></b>
MODA OPERANDI Class 45 (Personal Styling Services)	US	97208275	Filed 1/7/2022	<b><u>Filed</u></b>
MODA OPERANDI Classes 45 (Personal Styling Services)	Madrid: WIPO	IR Number 1644912	Filed 1/12/2022	<b><u>Filed</u></b>
	Madrid: EU	IR Number 1644912	Filed 1/12/2022	<b><u>Registered</u></b>
	Madrid: CA	IR Number 1644912/ 2207448	Filed 1/12/2022	<b><u>Filed</u></b>
	Madrid: AE	IR Number 1644912	Filed 9/1/2022	<b><u>Filed</u></b>

	Madrid: AU	IR Number 1644912/ 2297562	Filed 9/1/2022	<b><u>Filed</u></b>
	Madrid: CH	IR Number 1644912	Filed 9/1/2022	<b><u>Filed</u></b>
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	Madrid: CO	IR Number 1644912	Filed 9/1/2022	<b><u>Filed</u></b>
	Madrid: GB	IR Number 1644912	Filed 9/1/2022	<b><u>Registered</u></b>
	Madrid: IN	IR Number 1644912	Filed 9/1/2022	<b><u>Filed</u></b>
	Madrid: JP	IR Number 1644912	Filed 9/1/2022	<b><u>Filed</u></b>
	Madrid: KZ	IR Number 1644912	Filed 9/1/2022	<b><u>Filed</u></b>
	Madrid: MX	IR Number 1644912	Filed 9/1/2022	<b><u>Filed</u></b>
	Madrid: SG	IR Number 1644912	Filed 9/1/2022	<b><u>Filed</u></b>



MODAVERSE Class 35, 45	US	97208215	Filed 1/7/2022	<u>Filed</u>
	Madrid: WIPO	IR Number 1649054	Filed 1/12/2022	<u>Filed</u>
	Madrid: EU	IR Number 1649054	Filed 1/12/2022	<u>Opposed</u>
	Madrid: GB	IR Number 1649054	Filed 1/12/2022	<u>Opposed</u>
M.O Classes 25, 35, 41, 45	US	97335871	Filed 3/29/2022	<u>Filed</u>
	Madrid: WIPO	1663366	Filed 4/22/2022	<u>Filed</u>
	Madrid: CA	1663366/ 2188241	Filed 4/22/2022	<u>Filed</u>
	Madrid: EU	1663366	Filed 4/22/2022	<u>Withdrawn</u>
	Madrid: GB	1663366	Filed 4/22/2022	<u>Registered</u>
MODA OPERANDI Class 35	US	97340341	Filed 3/31/2022	<u>Filed</u>
MODA PRIVATE Classes 35, 45	US	97364158	Filed 4/14/2022	<u>Filed</u>

	Madrid: WIPO	1663360	Filed 4/14/2022	<u>Filed</u>
	Madrid: CA	1663366/ 2188239	Filed 4/14/2022	<u>Filed</u>
	Madrid: EM	1663360	Filed 4/14/2022	<u>Filed</u>
	Madrid: GB	1663360	Filed 4/14/2022	<u>Filed</u>
MODA REWARDS Classes 35, 36	US	97373094	Filed 4/20/2022	<u>Filed</u>
	Madrid: WIPO		Filed 4/26/2022	<u>Filed</u>
	Madrid: CA		Filed 4/26/2022	<u>Filed</u>
	Madrid: EU		Filed 4/26/2022	<u>Filed</u>
	Madrid: GB		Filed 4/26/2022	<u>Filed</u>
 Classs 25, 35, 45	US	97549345	Filed 8/15/2022	<u>Filed</u>
MODA OPERANDI Class 35	ZA	2022/27457	Filed 9/14/2022	<u>Filed</u>