

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM420149

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Silicon Valley Bank		03/17/2017	Corporation:
RECEIVING PARTY DATA			
Name:	ModCloth, Inc.		
Street Address:	115 Sansome Street, 9th Floor		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94104		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Serial Number:	86630419	MODCLOTH	
Serial Number:	86178690	HIGH DIVE	
Serial Number:	86087316	STYLISH SURPRISE	
Serial Number:	86074468	MODCLOTH	
Serial Number:	85894091	349	
Serial Number:	85821646	LINDY HOP	
Serial Number:	85804438	BREAKFAST FOR DINNER	
Serial Number:	85804434	MYRTLEWOOD	
Serial Number:	85793877	AUFOND	
Serial Number:	85774657	GRAHAM STREET SHOE CO	
Serial Number:	85711166	BE THE STYLIST	
Serial Number:	85643491	FERVOUR	
Serial Number:	85635019	MODSTYLISTS	
Serial Number:	85635023	MAKE THE CUT	
Serial Number:	85635022	GEODE	
Serial Number:	77839786	BE THE BUYER	
Serial Number:	77707525	M	
Serial Number:	77707645	MODCLOTH	
Serial Number:	77668897	MODCLOTH	

OP \$565.00 86630419

Property Type	Number	Word Mark
Serial Number:	85546391	BE THE DESIGNER
Serial Number:	85981100	BEA & DOT BY MODCLOTH
Serial Number:	85844152	BEA & DOT BY MODCLOTH

CORRESPONDENCE DATA

Fax Number: 6508023100

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: 6508023000

Email: brian.lee@weil.com

Correspondent Name: Max Scott

Address Line 1: Weil, Gotshal & Manges LLP

Address Line 2: 201 Redwood Shores Parkway

Address Line 4: Redwood Shores, CALIFORNIA 94065

NAME OF SUBMITTER:	Max Scott
SIGNATURE:	/Max Scott/
DATE SIGNED:	03/17/2017

Total Attachments: 6

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RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

This **RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST**, dated as of the date of the signature page hereto (this “**Release**”), is made by **SILICON VALLEY BANK**, a California corporation (the “**Lender**”), in favor of **MODCLOTH, INC.**, a Delaware corporation (the “**Grantor**”).

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Intellectual Property Security Agreements or the Loan Agreement (each as defined below).

WITNESSETH

WHEREAS, Lender and Grantor are parties to those certain Intellectual Property Security Agreements, dated June 21, 2013; June 11, 2015; and April 12, 2016, between Grantor and Lender (as amended, restated, amended and restated, modified or supplemented from time to time, the “**Intellectual Property Security Agreements**”) and the Loan and Security Agreement, dated as of August 2, 2011, between Grantor and Lender (as amended, restated, restated, amended and restated, modified or supplemented from time to time, the “**Loan Agreement**”) (each of the foregoing, collectively, the “**Loan Matters/Materials**”).

WHEREAS, pursuant to the Loan Agreement, Grantor granted Lender a security interest in certain collateral.

WHEREAS, pursuant to the Intellectual Property Security Agreements, Grantor granted Lender a security interest in its Intellectual Property.

WHEREAS, Lender and Grantor desire that Lender terminate and release Lender’s security interest in all right, title and interest of Grantor in, to and under any and all Intellectual Property, intellectual property rights and proprietary rights throughout the world (whether registered or unregistered) and corresponding goodwill and other rights of Grantor (and any applicable assignee thereof), including all: copyrights and other rights in works of authorship (including all Copyrights as defined in the Loan Agreement); trade secrets; computer software; designs; patents, provisionals, and patent applications (including all Patents (as defined in the Loan Agreement)); trademarks and trademark applications (including as set forth on Schedule A hereto and all Trademarks (as defined in the Loan Agreement)); mask works; Collateral (to the extent such Collateral is Intellectual Property (as defined in the Intellectual Property Security Agreement)); claims, licenses, extensions, and proceeds related to the foregoing; websites and domain names; and all intellectual property, intellectual property rights, and proprietary rights that are, or ever were, subject to the Loan Matters/Materials (each of the foregoing, collectively, the “**Released Intellectual Property Collateral**”).

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Lender hereby terminates, releases and discharges fully Lender’s security interest (and any of Lender’s rights, including any security interest grant, regrant or right to obtain a security interest (whether present, contingent or otherwise), under the Loan Agreement) in all

right, title and interest of Grantor (and any applicable assignee thereof) in, to and under all of the Released Intellectual Property Collateral, and reassigns and transfers any right, title and interest that Lender may have in, to and under all of the foregoing to Grantor (or such assignee, as applicable) all without recourse to, or warranty by, Lender of any kind.

Lender hereby authorizes Grantor (and any applicable assignee thereof), or Grantor's (and such assignee's) authorized representative, to record this Release with the United States Patent and Trademark Office, the United States Copyright Office, any similar office or agency of the United States, any state thereof, any other country or any political subdivision thereof, or any applicable office or agency thereof. Lender agrees to execute all documents and take all actions reasonably requested by Grantor (at the sole cost and expense of Grantor) to (a) terminate, release and discharge fully Lender's security interest in all right, title and interest of Grantor (and any applicable assignee thereof) in, to and under all of the Released Intellectual Property Collateral, (b) reassign and transfer any right, title and interest that Lender may have in the Released Intellectual Property Collateral to Grantor (or such assignee, as applicable) all without recourse to, or warranty by, Lender of any kind and (c) perfect, register or record the rights of Grantor (and any applicable assignee) to the Released Intellectual Property Collateral.

This Release may be executed in counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement. The words "include", "including" and variations thereof will be deemed to be followed by the words "without limitation". The use of "or" will not be deemed to be exclusive. If any provision of this Release is, for any reason, held to be invalid or unenforceable, the other provisions of this Release will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. This Release and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the internal laws of California, without regard to conflicts of laws principles.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Release as of the date written below.

Made this 17th day of March 2017.

SILICON VALLEY BANK

By: Mark Turk

Name: Mark Turk

Title: Managing Director

MODCLOTH, INC.

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties have executed this Release as of the date written below.

Made this 17th day of March 2017.

SILICON VALLEY BANK

By: _____

Name: _____

Title: _____

ModCloth, Inc.



By:  _____

Name: Matt Kaness

Title: CEO

SCHEDULE A

Certain Trademarks and Trademark Applications

Trademark	Jurisdiction	Status	Application Number	Application Date	Registration Number	Registration Date
MODCLOTH	U.S. Federal	Pending	86630419	14-MAY-2015		
HIGH DIVE	U.S. Federal	Registered	86178690	29-JAN-2014	4724982	21-APR-2015
 Stylist Design	U.S. Federal	Registered	86087316	09-OCT-2013	4525865	06-MAY-2014
ModCloth	U.S. Federal	Registered	86074468	25-SEP-2013	4525601	06-MAY-2014
349	U.S. Federal	Registered	85894091	03-APR-2013	5091417	29-NOV-2016
LINDY HOP	U.S. Federal	Registered	85821646	11-JAN-2013	4361561	02-JUL-2013
BRACEFAST FOR DINNER	U.S. Federal	Pending	85804438	17-DEC-2012		
MYRTLEWOOD	U.S. Federal	Registered	85804434	17-DEC-2012	4408596	24-SEP-2013
AUFOND	U.S. Federal	Registered	85793877	04-DEC-2012	4625495	21-OCT-2014
GRAHAM STREET SHOE CO	U.S. Federal	Registered	85774657	08-NOV-2012	4445016	03-DEC-2013
BE THE STYLIST	U.S. Federal	Registered	85711166	23-AUG-2012	4404597	17-SEP-2013
FERVOUR	U.S. Federal	Registered	85643491	05-JUN-2012	4506143	01-APR-2014
MODSTYLISTS	U.S. Federal	Registered	85635019	24-MAY-2012	4272302	08-JAN-2013
MAKE THE CUT	U.S. Federal	Registered	85635023	24-MAY-2012	4272303	08-JAN-2013
GEODE	U.S. Federal	Registered	85635022	24-MAY-2012	4329422	30-APR-2013
BE THE BUYER	U.S. Federal	Registered	77839786	01-OCT-2009	3787417	11-MAY-2010
 M	U.S. Federal	Registered	77707525	06-APR-2009	3766378	30-MAR-2010
MODCLOTH 	U.S. Federal	Registered	77707645	06-APR-2009	3766379	30-MAR-2010
MODCLOTH ModCloth	U.S. Federal	Registered	77668897	12-FEB-2009	3760045	16-MAR-2010

Trademark	Jurisdiction	Status	Application Number	Application Date	Registration Number	Registration Date
MODCLOTH	Canada	Registered	1657841	24-DEC-2013	TMA929019	02-DEC-2013
MODCLOTH	European Community	Registered	14552335	11-SEP-2015	14552335	27-JAN-2016
ModCloth	International Register	Registered	A0039565	02-DEC-2013	1189192	02-DEC-2013
MODCLOTH	Australia	Registered	A0039565	02-DEC-2013	1189192	02-DEC-2013
BE THE BUYER	International Registration – Madrid Protocol	Registered	A0034236	21-FEB-2013	1156979	21-FEB-2013
BE THE BUYER	United Kingdom	Registered	A0034236	21-FEB-2013	1156979	21-FEB-2013
BE THE DESIGNER	U.S. Federal	Abandoned	85546391	17-FEB-2012		
BEA & DOF BY MODCLOTH	U.S. Federal	Registered	85981100	07-FEB-2013	4503304	
BEA & DOF BY MODCLOTH	U.S. Federal	Abandoned	85844152	07-FEB-2013		
BE THE BUYER	European Community	Registered	A0034236	21-FEB-2013	1156979	21-FEB-2013