

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM520863

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ThredUp Inc.		02/07/2019	Corporation: DELAWARE
ThredUp CF LLC		02/07/2019	Limited Liability Company: DELAWARE
ThredUp Intermediary Holdings LLC		02/07/2019	Limited Liability Company: VIRGINIA
KnitWit GC LLC		02/07/2019	Limited Liability Company: VIRGINIA

RECEIVING PARTY DATA

Name:	Western Alliance Bank
Street Address:	55 Almaden Boulevard, Suite 100
Internal Address:	Attn: Loan Operations
City:	SAN JOSE
State/Country:	CALIFORNIA
Postal Code:	95113
Entity Type:	Corporation: ARIZONA

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Serial Number:	88218625	CHOOSE USED
Serial Number:	88000290	REJECTS
Serial Number:	87846823	SHOP HER CLOSET
Serial Number:	87669607	GOODY BOXES
Serial Number:	87636810	SECONDHAND CLOTHES. FIRSTHAND FUN.
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.

CH \$465.00 88218625

Property Type	Number	Word Mark
Serial Number:	87423610	THREDUP
Serial Number:	87384994	THREDUP
Serial Number:	77784927	THREDUP
Serial Number:	77925563	CLOTHES DON'T GROW. KIDS DO.
Serial Number:	77925567	CLOTHES DON'T GROW

CORRESPONDENCE DATA

Fax Number: 8586385130

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: 619-699-2700

Email: susan.reynholds@dlapiper.com

Correspondent Name: DLA Piper LLP (US)

Address Line 1: 401 B Street, Suite 1700

Address Line 4: San Diego, CALIFORNIA 92101

NAME OF SUBMITTER:	Matt Schwartz
SIGNATURE:	/s/ Matt Schwartz
DATE SIGNED:	04/25/2019

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of February 7, 2019, (the "Agreement") between WESTERN ALLIANCE BANK, an Arizona corporation ("Lender") and THREDUP INC., a Delaware corporation, THREDUP CF LLC, a Delaware limited liability company, 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 Loan and Security Agreement, dated as of the date hereof (as amended from time to time, the "Loan Agreement"), between Lender and Grantor. 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 Lender 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, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (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) [reserved];

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) licenses or other rights to use any of the Copyrights, Patents, or Trademarks, and all license fees and royalties arising from such use 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.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, 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 Lender of any one or more of such rights, powers or

remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

THREDUP INC., a Delaware corporation
on behalf of all Borrowers

By:  _____

Name: James Reinhart

Title: Chief Executive Officer

Address for Notices:

Attn: Alon Rotem
114 Sansome Street, 5th Floor
San Francisco, CA 94104

LENDER:

WESTERN ALLIANCE BANK, an Arizona
corporation

By: _____

Name: _____

Title: _____

Address for Notices:

Attn:
55 Almaden Blvd. Ste. 100
San Jose, CA 95113
Tel: (408) 423-8500
Fax: (408) 423-8520

[Signature Page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

THREDUP INC., a Delaware corporation
on behalf of all Borrowers

By: _____

Name: _____

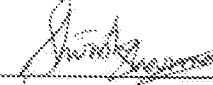
Title: _____

Address for Notices:

Attn: Alon Rotem
114 Sansome Street, 5th Floor
San Francisco, CA 94104

LENDER:

WESTERN ALLIANCE BANK, an Arizona
corporation

By:  _____

Name: Shresh Sharma

Title: AVP

Address for Notices:

Attn:
55 Almaden Blvd. Ste. 100
San Jose, CA 95113
Tel: (408) 423-8500
Fax: (408) 423-8520

[Signature Page to 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>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
CHOOSE USED	88218625	12/5/18
REJECTS	88000290	12/5/18
SHOP HER CLOSET	87846823	3/23/18
GOODY BOXES	87669607	11/2/17
SECONDHAND CLOTHES. FIRSTHAND FUN.	87636810	10/6/17
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. FIRSTHAND FUN.	87385000	3/24/17
THREDUP	87423610	4/25/17
THREDUP	87384994	3/24/17
THREDUP	77784927	7/20/09
CLOTHES DON'T GROW. KIDS DO.	77925563	2/2/10
CLOTHES DON'T GROW	77925567	2/2/10

EXHIBIT C
PATENTS

Please Check if No Patents Exist

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>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