

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6000385

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
MEASUR3D, LLC	03/02/2020
RECEIVING PARTY DATA	
Name:	LIGHTSHIP CAPITAL LLC
Street Address:	330 MADISON AVENUE
Internal Address:	28TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10017
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	15232783
Application Number:	16411125
Application Number:	16179697
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>	
Email:	jonathan.bradford@ropesgray.com
Correspondent Name:	ROPES & GRAY LLP
Address Line 1:	PRUDENTIAL TOWER
Address Line 2:	800 BOYLSTON STREET
Address Line 4:	BOSTON, MASSACHUSETTS 02199-3600
ATTORNEY DOCKET NUMBER:	111591-0086
NAME OF SUBMITTER:	JONATHAN BRADFORD
SIGNATURE:	/Jonathan Bradford/
DATE SIGNED:	03/06/2020
Total Attachments: 5	
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GRANT OF SECURITY INTEREST IN PATENTS

GRANT OF SECURITY INTEREST IN PATENTS (this "Patent Security Agreement"), dated as of March 2, 2020, by the undersigned (the "Grantor"), in favor of LIGHTSHIP CAPITAL LLC, a Delaware limited liability company, as Agent.

WITNESSETH:

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of August 31, 2016 (including all exhibits and schedules thereto and as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Security Agreement"), by and among AG Finco LLC, a Delaware limited liability company (the "Issuer"), AG Guarantor LLC, a Delaware limited liability company ("Holdings"), CERTAIN SUBSIDIARIES OF HOLDINGS FROM TIME TO TIME PARTY THERETO (together with the Issuer, the "Subsidiary Grantors" and, collectively with Holdings, the "Grantors") and LIGHTSHIP CAPITAL LLC, a Delaware limited liability company ("Lightship"), as administrative and collateral agent for the Secured Parties (as herein defined) (in such capacity, together with its successors and assigns, the "Agent").

WHEREAS, Grantor is required to execute and deliver to the Agent this Patent Security Agreement for the benefit of the Secured Parties.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and in the Security Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. As security for the payment and performance in full of the Secured Obligations, Grantor hereby grants to the Agent and its successors and assigns, for the benefit of the Secured Parties, a continuing lien on and security interest in all of Grantor's right, title and interest in, to and under any Patents and Patent Licenses constituting Collateral owned by Grantor (collectively, the "Patent Collateral"), whether now owned or existing or hereafter acquired or arising and wherever located, including all Patents set forth in Schedule I.

3. SECURITY AGREEMENT. The liens and security interests granted pursuant to this Patent Security Agreement are granted in furtherance, and not in limitation, of the liens and security interests granted to the Agent, for the benefit of the Secured Parties, as security for the payment and performance in full of the Secured Obligations, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the liens on and security interests in the Patent Collateral granted hereby are more

fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Patent Security Agreement conflicts with the Security Agreement, the provisions of the Security Agreement shall control.

4. COUNTERPARTS. This Patent Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute one and the same instrument. The exchange of copies of this Patent Security Agreement and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Patent Security Agreement as to the parties hereto and may be used in lieu of the original Patent Security Agreement and signature pages for all purposes.

5. TERMINATION OR RELEASE. This Patent Security Agreement shall terminate and the liens and security interests granted hereby shall be automatically released in accordance with the provisions set forth in Section 10 of the Security Agreement.

6. GOVERNING LAW. THIS PATENT SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

7. SUBORDINATION AND INTERCREDITOR AGREEMENT. Notwithstanding anything herein to the contrary, the liens and security interests granted to Lightship, as Agent, pursuant to this Patent Security Agreement and the Security Agreement in any Collateral, and the exercise of any right or remedy by Lightship, as Agent, with respect to any Collateral hereunder or thereunder, are subject to the provisions of the Subordination and Intercreditor Agreement, as amended, restated, amended and restated, supplemented or otherwise modified from time to time. In the event of any conflict between the terms of the Subordination and Intercreditor Agreement and the terms of this Patent Security Agreement, the terms of the Subordination and Intercreditor Agreement shall govern and control.

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

MEASUR3D, LLC

By: 

Name: Karen Gibbs

Title: Vice President

ACCEPTED AND ACKNOWLEDGED BY:

LIGHTSHIP CAPITAL LLC,
as Agent

By: _____
Name: Stanley Edme
Title: Vice President

A handwritten signature in black ink, appearing to be 'SE', written over a horizontal line.

[Signature Page to Grant of Security Interest in Patents]

PATENT
REEL: 052035 FRAME: 0277

SCHEDULE I
to
PATENT SECURITY AGREEMENT

PATENT APPLICATIONS AND ISSUED PATENTS

Status	Country	Title	Application Number	Filing Date	Applicant
Published	United States	A Method and Apparatus to Provide A Clothing Model	15/232,783	8/9/2016	Measur3d
Pending	United States	Generation of Improved Clothing Models	16/411,125	5/13/2019	Measur3d
Published	United States	Clothing Model Generation and Display System	16/179,697	11/2/2018	Measur3d

Schedule I

80961023_2

RECORDED: 03/06/2020

**PATENT
REEL: 052035 FRAME: 0278**