

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT7518147

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	EVERLANE, INC.	08/26/2022
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	1903P LOAN AGENT, LLC	
<b>Street Address:</b>	800 BOYLSTON STREET, 27TH FLOOR	
<b>City:</b>	BOSTON	
<b>State/Country:</b>	MASSACHUSETTS	
<b>Postal Code:</b>	02199	
<b>PROPERTY NUMBERS Total: 1</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Patent Number:</b>	D922754	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(212)336-8001	
<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>		
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<b>ATTORNEY DOCKET NUMBER:</b>	90853-42	
<b>NAME OF SUBMITTER:</b>	KEITH J. BARKAUS	
<b>SIGNATURE:</b>	/Keith J. Barkaus/	
<b>DATE SIGNED:</b>	09/01/2022	
<b>Total Attachments: 5</b>		
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**PATENT SECURITY AGREEMENT**

This PATENT SECURITY AGREEMENT (this “Patent Security Agreement”) is made as of August 26, 2022, by and among Everlane, Inc., a Delaware corporation, with its principal office at 2170 Folsom Street, San Francisco, CA 94110 (the “Grantor”) and 1903P Loan Agent, LLC, with its principal office at 800 Boylston Street, 27th Floor, Boston, MA 02199, in its capacity as administrative agent and collateral agent (in such capacities, the “Agent”) for the lenders party to the Credit Agreement referred to below.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Term Loan, Security and Guarantee Agreement of even date herewith (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among the Grantor, the Guarantors party thereto from time to time, the Agent, and the Lenders from time to time party thereto, the Lenders have agreed to make certain financial accommodations available to the Grantor from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Credit Agreement, the Grantor has pledged and granted to the Agent, for the benefit of the Secured Parties, a security interest in the Patent Collateral (as defined below); and

WHEREAS, pursuant to the Credit Agreement, the Grantor has agreed to execute and deliver this Patent Security Agreement in order to record the security interest granted to the Agent, for the benefit of the Secured Parties, with the United States Patent and Trademark Office;

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

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

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. The Grantor hereby pledges, collaterally assigns, and grants to the Agent, on behalf of the Secured Parties, to secure the prompt and complete payment and performance of the Obligations, a security interest (referred to in this Patent Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under the following, whether now owned or hereafter acquired or arising (collectively, the “Patent Collateral”):

(a) all of its Patents and Intellectual Property Licenses of Patents to which it is a party including those referred to on Schedule I;

(b) all divisionals, continuations, continuations-in-part, reissues, reexaminations, renewals or extensions of the foregoing; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any Patent or any Patent exclusively licensed under any Intellectual Property License, including the right to receive damages, and the right to receive license fees, royalties, and other compensation under any Intellectual Property License of Patents.

3. SECURITY FOR SECURED OBLIGATIONS. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by the Grantor to the Secured Parties whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving the Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interests granted to the Agent, on behalf of the Secured Parties, pursuant to the Credit Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the Security Interest in the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Patent Security Agreement and the Credit Agreement, the Credit Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If the Grantor shall obtain rights to any new Patents, the provisions of this Patent Security Agreement shall automatically apply thereto.

6. COUNTERPARTS. This Patent Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Patent Security Agreement. Delivery of an executed counterpart of a signature page of this Patent Security Agreement that is an electronic signature transmitted by facsimile, emailed .pdf, or any other electronic means that reproduces an image of an actual executed signature page shall be effective as delivery of a manually executed counterpart of this Patent Security Agreement. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to this Patent Security Agreement shall be deemed to include electronic signatures, deliveries or the keeping of records in any electronic form (including deliveries by facsimile, emailed .pdf or any other electronic means that reproduces an image of an actual executed signature page), each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be; provided that nothing herein shall require the Agent to accept electronic signatures in any form or format without its prior written consent and pursuant to procedures approved by it. This Patent Security Agreement is a Loan Document.

7. CHOICE OF LAW. **THIS PATENT SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF NEW YORK, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.**

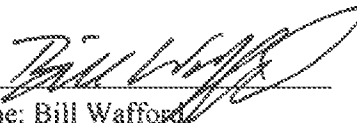
8. MISCELLANEOUS. **THIS PATENT SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CONSENT TO JURISDICTION, AND JURY TRIAL WAIVER SET FORTH IN SECTION 14.15 OF THE CREDIT AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.**

[Signature Pages Follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.


GRANTOR:

EVERLANE, INC.,  
a Delaware corporation

By:   
Name: Bill Wafford  
Title: Chief Financial Officer

**AGENT:**

**1903P LOAN AGENT, LLC**

By:   
Name: Kyle Shenak  
Title: Senior Managing Director

**SCHEDULE I**  
to  
**PATENT SECURITY AGREEMENT**

Patent	File Date	App. No.	Issue Date	Patent No.	Owner
Support trainer	26-Jul-19	29/699545	22-Jun-21	D922754	Everlane, Inc.

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