

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT8309448

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
STITCH FIX, INC.	12/04/2023
RECEIVING PARTY DATA	
Name:	CITIBANK N.A.
Street Address:	6460 LAS COLINAS BOULEVARD
City:	IRVING
State/Country:	TEXAS
Postal Code:	75039
PROPERTY NUMBERS Total: 26	
Property Type	Number
Patent Number:	10984342
Patent Number:	10956960
Patent Number:	9778957
Patent Number:	10395301
Patent Number:	9965791
Application Number:	17206705
Application Number:	17227170
Application Number:	14674641
Application Number:	16047334
Application Number:	16047234
Application Number:	15582557
Application Number:	15582497
Application Number:	15582462
Application Number:	15612080
Application Number:	15849393
Application Number:	15729275
Application Number:	16508072
Application Number:	15241899
Application Number:	16216442
Application Number:	16297445

PATENT

Property Type	Number
Application Number:	16358362
Application Number:	16521364
Application Number:	16715867
Application Number:	62870498
Application Number:	15965291
Application Number:	16047280

CORRESPONDENCE DATA

Fax Number:

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: 212.318.6000
Email: yoosonlee@paulhastings.com
Correspondent Name: YOOSON SANDY LEE
Address Line 1: PAUL HASTINGS LLP
Address Line 2: 200 PARK AVENUE
Address Line 4: NEW YORK, NEW YORK 10166

NAME OF SUBMITTER: YOOSON SANDY LEE

SIGNATURE: /s/ Yooson Sandy Lee

DATE SIGNED: 12/04/2023

Total Attachments: 8

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this “Patent Security Agreement”) is made this 4th day of December, 2023, by and among **STITCH FIX, INC.**, a Delaware corporation (“Stitch Fix” or “Grantor”), and **CITIBANK, N.A.**, a national banking association (“Citibank”), acting not individually but as agent on behalf of, and for the benefit of, the Lenders and all other Secured Parties (in such capacity, together with its successors and assigns, if any, in such capacity, herein called the “Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain **CREDIT AGREEMENT**, dated as of December 4, 2023 (as amended, modified, supplemented or extended from time to time, the “Credit Agreement”), among (i) Stitch Fix and those additional Persons that are joined as a party thereto as borrowers by executing the form of Joinder attached thereto as Exhibit J-2 (each, a “Borrower” and individually and collectively, jointly and severally, the “Borrowers”), (ii) each of the lenders identified as a “Lender” on Annex A attached thereto (together with each of its respective successors and assigns, if any, and any Additional Lenders, each a “Lender” and, collectively, the “Lenders”), and (iii) Agent, the Lenders have agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Secured Parties are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for the benefit of each Secured Party, that certain Guaranty and Security Agreement, dated as of December 4, 2023 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”); and

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

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained 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 initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Patent Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN PATENT COLLATERAL.** Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each Secured Party, to secure the Secured Obligations, a continuing security interest (referred to in this Patent Security Agreement as the “Security Interest”) in all of Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Patent Collateral”):

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

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

(c) all products and proceeds of the foregoing, including any claim by 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, or right to receive license fees, royalties, and other compensation under any Patent Intellectual Property License.

Notwithstanding the foregoing, the Patent Collateral shall not include any Excluded Property.

3. SECURITY FOR SECURED OBLIGATIONS. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured 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 Secured Obligations and would be owed by Grantor, to Agent or the other Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the occurrence of any Insolvency Event involving Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interests granted to Agent, for each Secured Party, pursuant to the Guaranty and Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security 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 Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new patent application or issued patent or become entitled to the benefit of any patent application or patent for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing patent or patent application, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new patent rights. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Agent unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new patent rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Patent Security Agreement is a Loan Document. 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 this Patent Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Patent Security Agreement. Any party delivering an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Patent Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Patent Security Agreement.

7. GOVERNING LAW AND JURISDICTION AND JURY TRIAL WAIVER. THE VALIDITY, INTERPRETATION AND ENFORCEMENT OF THIS PATENT SECURITY AGREEMENT AND ANY DISPUTE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER SOUNDING IN CONTRACT, TORT OR EQUITY OR OTHERWISE, SHALL BE GOVERNED BY THE INTERNAL LAWS (AS OPPOSED TO THE CONFLICTS OF LAW

PROVISIONS OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW) AND DECISIONS OF THE STATE OF NEW YORK.

(a) ALL DISPUTES BETWEEN THE GRANTOR AND THE AGENT OR ANY OTHER SECURED PARTY BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO (i) THIS PATENT SECURITY AGREEMENT; OR (ii) ANY CONDUCT, ACT OR OMISSION OF THE GRANTOR OR THE AGENT OR ANY OTHER SECURED PARTY OR ANY OF THEIR RESPECTIVE PARTNERS, EMPLOYEES, AGENTS, ATTORNEYS OR OTHER AFFILIATES, IN EACH CASE WHETHER SOUNDING IN CONTRACT, TORT OR EQUITY OR OTHERWISE, SHALL BE RESOLVED ONLY BY STATE AND FEDERAL COURTS LOCATED IN NEW YORK, NEW YORK AND THE COURTS TO WHICH AN APPEAL THEREFROM MAY BE TAKEN; PROVIDED, THAT THE AGENT SHALL HAVE THE RIGHT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TO PROCEED AGAINST GRANTOR OR ITS PROPERTY IN (A) ANY COURTS OF COMPETENT JURISDICTION AND VENUE AND (B) ANY LOCATION SELECTED BY THE AGENT TO ENABLE THE AGENT TO REALIZE ON SUCH PROPERTY, OR TO ENFORCE A JUDGMENT OR OTHER COURT ORDER IN FAVOR OF THE AGENT. THE GRANTOR AGREES THAT THEY WILL NOT ASSERT ANY PERMISSIVE COUNTERCLAIMS, SETOFFS OR CROSS-CLAIMS IN ANY PROCEEDING BROUGHT BY THE LENDER. GRANTOR WAIVES ANY OBJECTION THAT IT MAY HAVE TO THE LOCATION OF THE COURT IN WHICH THE AGENT HAS COMMENCED A PROCEEDING, INCLUDING ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON FORUM NON CONVENIENS.

(b) EACH OF THE PARTIES HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO (i) THIS AGREEMENT; OR (ii) ANY CONDUCT, ACT OR OMISSION OF THE GRANTOR, THE AGENT OR ANY OTHER SECURED PARTY, OR ANY OF THEIR RESPECTIVE PARTNERS, EMPLOYEES, AGENTS, ATTORNEYS OR OTHER AFFILIATES, IN EACH CASE WHETHER SOUNDING IN CONTRACT, TORT OR EQUITY OR OTHERWISE.

[SIGNATURE PAGE FOLLOWS]

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:

STITCH FIX, INC.

By: 
Name: David Aufderhaar
Title: Chief Financial Officer

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

CITIBANK, N.A., a national banking
association

By: _____
Name: _____
Its Authorized Signatory

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:

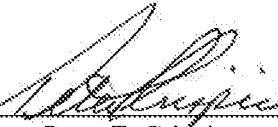
STITCH FIX, INC.

By: _____
Name: _____
Title: _____

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

CITIBANK, N.A., a national banking
association

By:  _____
Name: Peter F. Crispino
Its Authorized Signatory

SCHEDULE I
to
PATENT SECURITY AGREEMENT

Issued Patents

Loan Party	Jurisdiction	Patent No.	Issue Date	Inventor	Title
Stitch Fix, Inc.	USA	10,984,342	4/20/2021	Zhou Yu, Ian Andrew Hepworth, Daragh Edgar Sibley	USING ARTIFICIAL INTELLIGENCE TO DETERMINE A VALUE FOR A VARIABLE SIZE COMPONENT
Stitch Fix, Inc.	USA	10,956,960	3/23/2021	Jeffrey S. Magnusson, LiKuan Alex Chen, Akshay Wadia	METHOD, MEDIUM, AND SYSTEM FOR BATCH-PROCESSING AND ON-DEMAND PROCESSING TO PROVIDE RECOMMENDATIONS
Stitch Fix, Inc.	United States of America	9,778,957	10/3/2017	Eric C. Colson, Bradley J. Klingenberg, Jeffrey S. Magnusson, W. Joel Strait, Jason B. Martin	SYSTEMS AND METHODS FOR INTELLIGENTLY DISTRIBUTING TASKS RECEIVED FROM CLIENTS AMONG A PLURALITY OF WORKER RESOURCES
Stitch Fix, Inc.	United States of America	10,395,301	8/27/2019	Jeffrey S. Magnusson, LiKuan Alex Chen, Akshay Wadia	METHOD, MEDIUM, AND SYSTEM FOR USING A COMBINATION OF BATCH-PROCESSING AND ON-DEMAND PROCESSING TO PROVIDE RECOMMENDATIONS
Stitch Fix, Inc.	United States of America	9,965,791	5/8/2018	Gillis Baxter, Whitney Casey	SYSTEMS, APPARATUSES, AND METHODS FOR EXTRACTING INVENTORY FROM UNSTRUCTURED ELECTRONIC MESSAGES

Pending Patent Applications

Loan Party	Jurisdiction	Serial No.	Filing Date	Inventor	Title
Stitch Fix, Inc.	United States of America	17/206,705	03/19/2021	Zhou Yu, Ian Andrew Hepworth, Daragh Edgar Sibley	USING ARTIFICIAL INTELLIGENCE TO DETERMINE A VALUE FOR A VARIABLE SIZE COMPONENT
Stitch Fix, Inc.	United States of America	17/227,170	04/09/2021	Christopher Erick Moody	CREATING A CUSTOM THREE-DIMENSIONAL BODY SHAPE MODEL
Stitch Fix, Inc.	USA	14/674641	3/31/2015	Eric C. Colson, Bradley J. Klingenberg, Jeffrey S. Magnusson, W. Joel Strait	SYSTEMS AND METHODS THAT EMPLOY ADAPTIVE MACHINE LEARNING TO PROVIDE RECOMMENDATIONS
Stitch Fix, Inc.	USA	16/047334	11/22/2018	Gillis Baxter, Whitney Casey	SYSTEMS, APPARATUSES, AND METHODS FOR MANAGING INVENTORY OPERATIONS

Stitch Fix, Inc.	USA	16/047234	11/22/2018	Gillis Baxter, Whitney Casey	SYSTEMS, APPARATUSES, AND METHODS FOR FACILITATING INVENTORY TRANSACTIONS
Stitch Fix, Inc.	USA	15/582557	7/26/2018	Gillis Baxter, Whitney Casey	SYSTEMS, APPARATUSES, AND METHODS FOR MANAGING INVENTORY OPERATIONS
Stitch Fix, Inc.	USA	15/582497	7/26/2018	Gillis Baxter, Whitney Casey	SYSTEMS, APPARATUSES, AND METHODS FOR GENERATING INVENTORY RECOMMENDATIONS
Stitch Fix, Inc.	USA	15/582462	7/26/2018	Gillis Baxter, Whitney Casey	SYSTEMS, APPARATUSES, AND METHODS FOR FACILITATING INVENTORY TRANSACTIONS
Stitch Fix, Inc.	United States of America	15/612,080	06/02/2017	Erin S. Boyle, Daragh Edgar Sibley	USING ARTIFICIAL INTELLIGENCE TO DESIGN A PRODUCT
Stitch Fix, Inc.	United States of America	15/849,393	12/20/2017	Patrick Foley, Bradley J. Klingenberg, John McDonnell	USING ARTIFICIAL INTELLIGENCE TO DETERMINE A SIZE FIT PREDICTION
Stitch Fix, Inc.	United States of America	15/729,275	10/10/2017	Zhou Yu, Ian Andrew Hepworth, Daragh Edgar Sibley	USING ARTIFICIAL INTELLIGENCE TO DETERMINE A VALUE FOR A VARIABLE SIZE COMPONENT
Stitch Fix, Inc.	United States of America	16/508,072	07/10/2019	Jeffrey S. Magnusson, LiKuan Alex Chen, Akshay Wadia	USING A COMBINATION OF BATCH-PROCESSING AND ON-DEMAND PROCESSING TO PROVIDE RECOMMENDATIONS
Stitch Fix, Inc.	United States of America	15/241,899	08/19/2016	Jason B. Martin, Katherine A. Livins, Bradley J. Klingenberg, Tarek Rached	SYSTEMS AND METHODS FOR IMPROVING RECOMMENDATION SYSTEMS
Stitch Fix, Inc.	United States of America	16/216,442	12/11/2018	Gregory Novak, Bradley J. Klingenberg, Mark	GLOBAL OPTIMIZATION OF INVENTORY ALLOCATION
				Dijkstra, Ramesh O. Johari	
Stitch Fix, Inc.	United States of America	16/297,445	03/08/2019	Christopher Erick Moody	CREATING A CUSTOM THREE-DIMENSIONAL BODY SHAPE MODEL
Stitch Fix, Inc.	United States of America	16/358,362	03/19/2019	Hilary S. Parker, Allison M. Barros	EXTENDING MACHINE LEARNING TRAINING DATA TO GENERATE AN ARTIFICIAL INTELLIGENCE RECOMMENDATION ENGINE
Stitch Fix, Inc.	United States of America	16/521,364	07/24/2019	Gregory Novak, Sven Schmit	CONCURRENTLY TESTING COMPETING PROGRAM FEATURES
Stitch Fix, Inc.	United States of America	16/715,867	12/16/2019	Kevin J. Zielnicki	CONTEXTUAL SET SELECTION
Stitch Fix, Inc.	United States of America	62/870,498	07/03/2019	Kevin J. Zielnicki	CONTEXTUAL SET SELECTION
Stitch Fix, Inc.	United States of America	15/965,291	04/27/2018	Gillis Baxter, Whitney Casey	SYSTEMS, APPARATUSES, AND METHODS FOR EXTRACTING INVENTORY FROM UNSTRUCTURED ELECTRONIC MESSAGES

Stitch Fix, Inc.	United States of America	16/047,280	07/27/2018	Gillis Baxter, Whitney Casey	SYSTEMS, APPARATUSES, AND METHODS FOR GENERATING INVENTORY RECOMMENDATIONS
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Issued Patents and Pending Patent Applications Licensed

None