

PATENT ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest
CONVEYING PARTY DATA	
Name	Execution Date
BANK OF AMERICA, N.A., AS COLLATERAL AGENT	06/17/2011
RECEIVING PARTY DATA	
Name:	Fogdog, Inc.
Street Address:	935 First Avenue
City:	King of Prussia
State/Country:	PENNSYLVANIA
Postal Code:	19406
Name:	M3 Mobile, Incorporated
Street Address:	935 First Avenue
City:	King of Prussia
State/Country:	PENNSYLVANIA
Postal Code:	19406
Name:	Fetchback, Inc.
Street Address:	935 First Avenue
City:	King of Prussia
State/Country:	PENNSYLVANIA
Postal Code:	19406
Name:	RueLaLa, Inc.
Street Address:	935 First Avenue
City:	King of Prussia
State/Country:	PENNSYLVANIA
Postal Code:	19406
Name:	ShopRunner, Inc.
Street Address:	935 First Avenue

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PATENT  
REEL: 026735 FRAME: 0688

OP \$200.00 6263317

City:	King of Prussia
State/Country:	PENNSYLVANIA
Postal Code:	19406

PROPERTY NUMBERS Total: 5

Property Type	Number
Patent Number:	6263317
Application Number:	12039449
Application Number:	12981064
Application Number:	61388676
Application Number:	61334424

#### CORRESPONDENCE DATA

Fax Number: (866)826-5420  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 3016380511  
 Email: ipresearchplus@comcast.net  
 Correspondent Name: IP Research Plus, Inc.  
 Address Line 1: 21 Tadcaster Circle  
 Address Line 2: Attn: Penelope J.A. Agodoa  
 Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	37119
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NAME OF SUBMITTER:	Penelope J.A. Agodoa
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Total Attachments: 7  
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**RELEASE OF SECURITY INTEREST IN PATENTS, TRADEMARKS AND  
COPYRIGHTS**

This RELEASE OF SECURITY INTEREST IN PATENTS, TRADEMARKS AND COPYRIGHTS (this "Release") is made as of June 17, 2011, by BANK OF AMERICA, N.A., as administrative agent and collateral agent (the "Assignee"), in favor of GSI COMMERCE SOLUTIONS, INC., a Pennsylvania corporation ("GSICS"), GSI COMMERCE, INC., a Delaware corporation (together with GSICS, the "Borrowers"), and each of the other signatories to the Collateral Assignment (as defined below) (together with the Borrowers, the "Assignors").

WHEREAS, pursuant to (i) that certain Credit Agreement dated as of February 9, 2011, and amended as of March 14, 2011, among the Borrowers, each guarantor party thereto, each of the lenders party thereto and the Assignee (as further amended, supplemented or otherwise modified from time to time prior to the date hereof, the "Credit Agreement") and (ii) the Patent, Trademark and Copyright Collateral Assignment, dated as of March 15, 2011 (as amended, supplemented or otherwise modified from time to time prior to the date hereof, the "Collateral Assignment"), the Assignors granted and conveyed to the Assignee a security interest in the Patents, Trademarks and Copyrights (as defined in the Collateral Assignment), including the registered trademarks, trademark applications, trade names, patents, patent applications, copyrights, copyright applications and domain names listed on Schedule A hereto;

WHEREAS, in connection with the termination of the Credit Agreement, the Assignors have informed the Assignee of their desire to obtain the release of the Assignee's security interest in the Patents, Trademarks and Copyrights; and

WHEREAS, in accordance with the provisions of the Credit Agreement and the Collateral Assignment, the Assignee desires to release its security interest in the Patents, Trademarks and Copyrights.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignee hereby agrees as follows:

1. The Assignee hereby fully terminates, waives, releases, discharges, relinquishes and abandons any and all liens, security interests, claims of liens or security interests, other rights, title, interest or goodwill, and claims of rights, title, interest or goodwill, of any kind or nature whatsoever, in and to the Patents, Trademarks and Copyrights, and the Assignee hereby irrevocably reassigns any and all rights, title, interest and goodwill that the Assignee may have in the Patents, Trademarks and Copyrights (if any) to the Assignors.
2. The Assignee hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect or confirm the full termination, waiver, release, discharge, relinquishment and abandonment of any and all liens, security interests, claims of liens or security interests, other rights, title, interest or goodwill, and claims of rights, title, interest or goodwill, of any kind or nature whatsoever, in and to the

Patents, Trademarks and Copyrights, and the reassignment of any and all rights, title, interest and goodwill that the Assignee may have in the Patents, Trademarks and Copyrights (if any) to the Assignors; provided that the Borrowers reimburse the Assignee (and the Borrowers hereby agree to reimburse the Assignee on demand) for all reasonable costs and expenses, including without limitation all fees and expenses of counsel, incurred in connection therewith.

3. This Release shall be binding upon the Assignee and its successors and assigns.

4. This Release shall be governed by and construed in accordance with the internal laws of the State of New York.

*[Signature page follows]*

IN WITNESS WHEREOF, the Assignee has executed this Release as of the date first above written.

**BANK OF AMERICA, N.A.**

By: Andrew Richards

Name: Andrew Richards

Title: SVP

Agreed and accepted:  
**GSI SOLUTIONS, INC.**

By: \_\_\_\_\_

Name: Michael R. Conn

Title: Executive Vice President Finance,  
Chief Financial Officer and Treasurer

**GSI COMMERCE SOLUTIONS, INC.**

By: \_\_\_\_\_

Name: Michael R. Conn

Title: Executive Vice President Finance,  
Chief Financial Officer and Treasurer

IN WITNESS WHEREOF, the Assignee has executed this Release as of the date first above written.

**BANK OF AMERICA, N.A.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Agreed and accepted:  
**GSI SOLUTIONS, INC.**

By:  \_\_\_\_\_

Name: Michael R. Conn

Title: Executive Vice President Finance,  
Chief Financial Officer and Treasurer

**GSI COMMERCE SOLUTIONS, INC.**

By:  \_\_\_\_\_

Name: Michael R. Conn

Title: Executive Vice President Finance,  
Chief Financial Officer and Treasurer

## PATENTS

Patent/Patent Application	Title	Record Title Owner
U.S. Pat. No. 6,263,317	"Web Sales Channel Conflict Resolution System"	Fogdog, Inc.
U.S. Pat. App. No. 12/039,449	"Methods and Apparatus for Advertising Via Computer Networks and Websites"	Fetchback, Inc.
U.S. Pat. App. No. 12/981,064	"Method and System for Selling Products Over a Communications Network"	Inventors Ben Katz and Cheryl Kaplan <sup>1</sup>
U.S. Provisional Pat. App. No. 61/388,676	"System and Method for Subscription-Based Shipping"	Inventors Michael Golden and Michael Rubin <sup>2</sup>
U.S. Pat. App. No. 61/334,424	"M3 Mobile Affiliate Mobile Widget"	Inventors <sup>3</sup>

<sup>1</sup> In process of having inventors assign their rights to RueLaLa, Inc.

<sup>2</sup> In process of having inventors assign their rights to ShopRunner, Inc.

<sup>3</sup> In process of having inventors assign their rights to M3 Mobile, Incorporated