

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Gilt Groupe, Inc.		10/22/2010	CORPORATION: DELAWARE
Gilt City, Inc.		10/22/2010	CORPORATION: DELAWARE
Gilt Travel, Inc.		10/22/2010	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	TriplePoint Capital LLC (as Agent)
<b>Street Address:</b>	2755 Sand Hill Road
<b>City:</b>	Menlo Park
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94025
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 11**

Property Type	Number	Word Mark
Serial Number:	77694996	GILT FRESH
Serial Number:	77757742	GILT FUSE
Registration Number:	3680404	GILT GROUPE
Serial Number:	77843981	GILT MAN
Serial Number:	77843986	GILT MAN
Serial Number:	77843988	GILT[MAN]UAL
Serial Number:	85104903	GILT MANUAL
Serial Number:	77917880	SHOP LIKE A GUY, DRESS LIKE A MAN
Serial Number:	85106319	GILT CITY
Serial Number:	77786099	GILT TRAVEL
Serial Number:	77786086	JETSETTER

**CORRESPONDENCE DATA**

**900174848**

**TRADEMARK  
 REEL: 004303 FRAME: 0546**

**CH \$290.00 77694996**

Fax Number: (310)277-4730  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (310) 284-6133  
Email: jsbrown@mwe.com  
Correspondent Name: Gary Rosenbaum  
Address Line 1: McDermott Will & Emery LLP  
Address Line 2: 2049 Century Park East, Suite 3800  
Address Line 4: Los Angeles, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	082853-0037
NAME OF SUBMITTER:	Gary Rosenbaum
Signature:	/Gary Rosenbaum/
Date:	10/25/2010

Total Attachments: 10  
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of October 22, 2010, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of TriplePoint Capital LLC, as agent (in such capacity, "Agent") for Lenders (as defined in the Loan Agreement referred to below).

### RECITALS

A. Pursuant to the Loan and Security Agreement, dated as of September 23, 2010 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), by and among Gift Groupe, Inc., a Delaware corporation ("Borrower"), the other Loan Parties, Agent and Lenders from time to time party thereto, Agent and Lenders have agreed to make certain financial accommodations to Borrower upon the terms and subject to the conditions set forth therein.

B. Each Guarantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations of Borrower and each other Grantor.

C. Pursuant to the Loan Agreement and the Guaranty and Security Agreement, each Grantor has granted to Agent (for the benefit of Agent and Lenders) a Lien upon all the present and future rights, title, and interest that such Grantor may now have or hereafter acquire in all Patents, Trademarks, Copyrights, Patent Licenses, Trademark Licenses, Copyright Licenses, and applications for Patents, Trademarks and Copyrights.

### AGREEMENT

NOW, THEREFORE, in consideration of the premises and to induce Agent and Lenders to continue to make financial accommodations under the Loan Agreement, each Grantor hereby agrees with Agent as follows:

Section 1.      Defined Terms. Capitalized terms used herein without definition are used as defined in the Loan Agreement.

Section 2.      Grant of Security Interest in Intellectual Property Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of Agent and Lenders, and grants to Agent, for the benefit of Agent and Lenders, a Lien on all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Intellectual Property Collateral"):

(a) all of its Copyrights and all Licenses providing for grant by or to such Grantor of any right under any Copyright, including, without limitation, those referred to on Schedule 1 hereto, together with all renewals, reversions and extensions thereof;

(b) all of its Patents and all Licenses providing for grant by or to such Grantor of any right under any Patent, including, without limitation, those referred to on Schedule 1 hereto, together with all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect thereto, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof;

(c) all of its Trademarks and all Licenses providing for grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto, together with all renewals and extensions thereof, and all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, Proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Loan Agreement and Guaranty and Security Agreement. The Lien granted pursuant to this Intellectual Property Security Agreement is granted in conjunction with the Lien granted to Agent pursuant to the Loan Agreement and the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the Lien in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement and Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Intellectual Property and Licenses subject to a Lien hereunder.

Section 5. Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

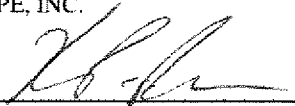
Section 6. Governing Law. This Intellectual Property Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of California.

*[signature pages follow]*

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

**"Grantors"**

GILT GROUPE, INC.

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

GILT CITY, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

GILT TRAVEL, INC.

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACCEPTED AND AGREED  
as of the date first above written:

**"Agent"**

TRIPLEPOINT CAPITAL LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_


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

"Grantors"

GILT GROUPE, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

GILT CITY, INC.

By:  \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

GILT TRAVEL, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACCEPTED AND AGREED  
as of the date first above written:

"Agent"

TRIPLEPOINT CAPITAL LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Intellectual Property Security Agreement

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

**“Grantors”**

GILT GROUPE, INC.

GILT CITY, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

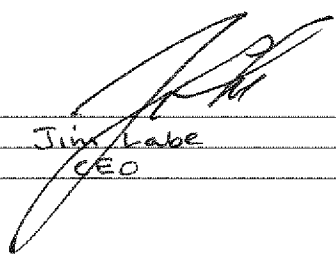
GILT TRAVEL, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACCEPTED AND AGREED  
as of the date first above written:

**“Agent”**

TRIPLEPOINT CAPITAL LLC

By:  \_\_\_\_\_  
Name: Jim Labe  
Title: CEO

SCHEDULE I  
TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Intellectual Property Registrations

1. REGISTERED TRADEMARKS

See attached.

2. TRADEMARK APPLICATIONS

See attached.

3. LICENSES

None.




Country	Mark	App./Reg. No.	Goods/Services	Status	Our Ref. No.
Australia	GILT GROUPE	1376392	On-line retail store services featuring luxury and fashion clothing, apparel, footwear, belts, clothing accessories, cosmetics, linens, electronics, pens, lighters, desk sets, tie clips, cuff links, skin care products, jewellery, sports equipment, wine, liquor, and art and related goods sold at discount prices	Filed 8/6/10	26277/388367
Canada	GILT GROUPE	1491422	On-line retail store services featuring luxury and fashion clothing, apparel, footwear, belts, clothing accessories, cosmetics, linens, electronics, pens, lighters, desk sets, tie clips, cuff links, skin care products, jewellery, sports equipment, wine, liquor, and art and related goods sold at discount prices	Filed 8/6/10	26277/388368
China	GILT GROUPE		Presentation of goods on communication media, for retail purposes; on-line advertising on a computer network; administrative processing of purchase orders; outsourcing services (business assistance)	Filed	26277/388369
EU	GILT GROUPE	9301052	On-line retail store services featuring luxury and fashion clothing, apparel, footwear, belts, clothing accessories, cosmetics, linens, electronics, pens, lighters, desk sets, tie clips, cuff links, skin care products, jewelry, sports equipment, wine, liquor, and art and related goods sold at discount prices	Filed 8/6/10	26277/388370
India	GILT GROUPE		On-line retail store services featuring luxury and fashion clothing, apparel, footwear, belts, clothing accessories, cosmetics, linens, electronics, pens, lighters, desk sets, tie clips, cuff links, skin care products, jewellery, sports equipment, wine, liquor, and art and related goods sold at discount prices	Filed 8/10/10	26277/388371
Japan	GILT GROUPE	TW080013-JP	On-line retail store services featuring luxury and fashion clothing, apparel, clothing accessories, cosmetics, linens, electronics, and related goods sold at discount prices	Filed 9/1/08	26277/373594
Mexico	GILT GROUPE	1110121	On-line retail store services featuring luxury and fashion clothing, apparel, footwear, belts, clothing accessories, cosmetics, linens, electronics, pens, lighters, desk sets, tie clips, cuff links, skin care products, jewellery, sports equipment, wine, liquor, and art and related goods sold at discount prices	Filed 8/5/10	26277/388372
Russia	GILT GROUPE	2010725558	On-line retail store services featuring luxury and fashion	Filed 8/6/10	26277/388373

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	South Korea	GILT GROUPE	41-2010-20263	<p>clothing, apparel, footwear, belts, clothing accessories, cosmetics, linens, electronics, pens, lighters, desk sets, tie clips, cuff links, skin care products, jewellery, sports equipment, wine, liquor, and art and related goods sold at discount prices</p> <p>On-line retail store services featuring clothing; on-line retail store services featuring footwear; on-line retail store services featuring headwear; on-line retail store services featuring socks;</p> <p>on-line retail store services featuring belts; on-line retail store services featuring handbags; on-line retail store services featuring umbrellas; on-line retail store services featuring cosmetics; on-line retail store services featuring fabrics; on-line retail store services featuring bed linens; on-line retail store services featuring computers; on-line retail store services featuring computer peripherals; on-line retail store services featuring computer software; on-line retail store services featuring audio/video receivers; on-line retail store services featuring tv sets; on-line retail store services featuring mp3 players; on-line retail store services featuring cd players; on-line retail store services featuring dvd players; on-line retail store services featuring telecommunication machines and implements; on-line retail store services featuring cellular phones; on-line retail store services featuring pens; on-line retail store services featuring lighters; on-line retail store services featuring stationery; on-line retail store services featuring tie clips; on-line retail store services featuring cuff links; on-line retail store services featuring skin care products; on-line retail store services featuring jewelry; on-line retail store services featuring earrings; on-line retail store services featuring necklaces; on-line retail store services featuring bracelets; on-line retail store services featuring accessories of precious metal; on-line retail store services featuring sporting articles; on-line retail store services featuring wine; on-line retail store services featuring liquors; on-line retail store services featuring art pictures</p>	Filed 8/10/10	26277/388374
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Taiwan	GILT GROUPE		On-line shopping; electronic shopping. As the cross-search will enlarge the risk if goods are specified, it is not recommended to have the goods listed	Filed	26277/388375
United States	GILT FRESH	77694996	On-line retail store services featuring clothing, apparel, footwear, clothing accessories, cosmetics, linens, electronics, and related goods sold at discount prices	Allowed 10/13/09; extension of Statement of Use due 10/13/10	26277/379378
United States	GILTFUSE	7757742	On-line retail store services featuring clothing, apparel, footwear, clothing accessories, cosmetics, linens, electronics, and related goods sold at discount prices	Allowed 1/19/10; extension of Statement of Use due 1/19/11	26277/380948
United States	GILT GROUPE	3680404	On-line retail store services featuring luxury and fashion clothing, apparel, footwear, clothing accessories, cosmetics, linens, electronics, and related goods sold at discount prices	Registered 9/8/09; Declaration of Use due 9/8/15	26277/365041
United States	GILT MAN	77843981	On-line retail store services featuring luxury and fashion clothing, apparel, shoes, belts, clothing accessories, pens, lighters, desk sets, tie clips, cuff links, skin care products, jewelry, sports equipment, wine, liquor, and art sold at discount prices	Allowed 6/1/10; Statement of Use or extension due 12/1/10	26277/382794
United States		77843986	On-line retail store services featuring luxury and fashion clothing, apparel, shoes, belts, clothing accessories, pens, lighters, desk sets, tie clips, cuff links, skin care products, jewelry, sports equipment, wine, liquor, and art sold at discount prices	Allowed 6/1/10; Statement of Use or extension due 12/1/10	26277/382795
United States	GILT[MAN]UAL	77843988	On-line retail store services featuring luxury and fashion clothing, apparel, shoes, belts, clothing accessories, pens, lighters, desk sets, tie clips, cuff links, skin care products, jewelry, sports equipment, wine, liquor, and art sold at discount prices	Allowed 6/1/10; Statement of Use or extension due 12/1/10	26277/382836
United States	GILT MANUAL	85104903	On-line retail store services featuring luxury and fashion clothing, apparel, shoes, belts, clothing accessories, pens, lighters, desk sets, tie clips, cuff links, skin care products, jewelry, sports equipment, wine, liquor, and art sold at discount prices	Filed 8/1/10	26277/388469
United States	SHOP LIKE A GUY, DRESS LIKE A MAN	77917880	On-line retail store services featuring luxury and fashion clothing, apparel, shoes, belts, clothing accessories, pens, lighters, desk sets, tie clips, cuff links, skin care products, jewelry, sports equipment, wine, liquor, and art sold at discount prices	Allowed 8/3/10; Statement of Use or extension due 2/3/11	26277/384761

United States	GILT CITY	85106319	On-line retail store services featuring DJ services, bar services, restaurant services, wine tastings, health and beauty spa services, beauty salon services, dry cleaning services, medical, dental, and cosmetic surgery services, florist services, bakery services, car rental services, laundry services, dry cleaning services, personal shopping services for others, concierge services and tickets for concerts, sports, shows and other entertainment events sold at discount prices	Filed 8/12/10	26277388376
United States	GILT TRAVEL	77786099	Arranging of tours and cruises; Arranging travel tours; Reservation and booking of seats for travel; Travel and tour ticket reservation service; Travel information services; Travel, excursion and cruise arrangement  Ticket reservation and booking services for entertainment, sporting and cultural events	Allowed 3/2/10; Statement of Use or extension due 3/2/11	26277380950
United States	JETSETTER	77786086	Reservation of rooms for travelers Arranging of tours and cruises; Arranging travel tours; Reservation and booking of seats for travel; Travel and tour ticket reservation service; Travel information services; Travel, excursion and cruise arrangement  Ticket reservation and booking services for entertainment, sporting and cultural events  Reservation of rooms for travelers	Allowed 3/2/10; Statement of Use or extension due 3/2/11	26277380952