

12-19-2002

12/19/02 TRADE



12A03

OMB No. 0651-0011 (exp. 4/94)  
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102315729

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
**GENERAL ELECTRIC CAPITAL CORPORATION**

Individuals(s)                       Association  
 General Partnership               Limited Partnership

Corporation-State **Delaware**  
 Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)  
Name: **BLUE NILE, INC.**  
Internal Address:  
Street Address: **2025 First Avenue, Suite 300**  
City: **Seattle** State: **Washington** ZIP: **98121**

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_

Corporation-State **Delaware**  
 Other \_\_\_\_\_

3. Nature of conveyance:

Assignment                               Merger  
 **Security Agreement**               Change of Name  
 Other \_\_\_\_\_

Execution Date: **August 1, 2002**

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

(Designations must be a separate document from assignment) Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)  
75/831,643, 75-831,642

Additional numbers attached?  Yes  No

B. Trademark Registration No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed:  
**Mr. Michael Wright**  
Name: **Buchalter, Nemer, Fields & Younger**  
Internal Address:  
\_\_\_\_\_  
Street Address: **601 South Figueroa Street, 24th Floor**  
City: **Los Angeles** State: **California** ZIP: **90017**

6. Total number of applications and registrations involved: 12

7. Total fee (37 CFR 3.41) ..... \$ 315.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
20-0052

(Attach duplicate copy of this page if paying by deposit account)

12/20/2002 GTW11 00000031 200052 75831643  
01 FC:0521 40.00 CH  
02 FC:0522 275.00 CH  
DO NOT USE THIS SPACE

9. Statement and signature.  
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

*Christine E Wilson*  
**MR. MICHAEL WRIGHT**  
Name of Person Signing

*[Signature]*  
Signature

**December 16, 2002**  
Date

Total number of pages including cover sheet, attachments, and document: \_\_\_\_\_

## II. TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
BLUE NILE BN	75-831,643	10/25/99
BN BLUE NILE	75-831,642	10/25/99
BLUE NILE B N	75-831,641	10/25/99
B N BLUE NILE	75-831,640	10/25/99
B N BLUE NILE	75-831,639	10/25/99
BN	75-831,638	10/25/99
BN (DESIGN ONLY)	75-831,577	10/25/99
BLUE NILE BN	75-831,575	10/25/99
BLUE NILE	75-791,794	09/02/99
BLUENILE.COM	75-791,788	09/02/99
BLUENILE.COM	75-791,782	09/02/99
BLUE NILE	75-791,780	09/02/99

FULL RELEASE AND REASSIGNMENT  
OF  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Reference is hereby made to that certain Intellectual Property Security Agreement, dated as of December 18, 2000, executed by Blue Nile, Inc., a Delaware corporation ("Company"), in favor of General Electric Capital Corporation, a Delaware corporation ("General Electric"), which was recorded in the United States Patent and Trademark Office on January 8, 2001, at Reel 2218, Frame 0974 (the "Agreement") and pursuant to which the Company assigned and granted to General Electric, a security interest in and to all of Company's right, title and interest in and to certain trademarks, including those trademarks specifically listed on Exhibit A attached hereto (the "Marks") and the goodwill associated therewith; and

WHEREAS, General Electric wishes to release, retransfer and reassign to Company, without representation or warranty, all of General Electric's right, title and interest in and to the Marks and the goodwill associated therewith;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, General Electric hereby releases, retransfers and reassigns to Company, without representation or warranty, all of General Electric's right, title and interest in and to the Marks and the goodwill associated therewith.

IN WITNESS WHEREOF, General Electric has executed this Release and Reassignment of Registered Trademarks and Trademark Applications as of this 11 day of December, 2002

GENERAL ELECTRIC CAPITAL CORPORATION

By: *John P. Neher*  
Name: JOHN P. NEHER  
Title: *Duly Authorized Signatory*

Exhibit A'

to

INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
BLUE NILE	S14,933	01/26/96

II. TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
BLUE NILE BN	75-831,643	10/25/99
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