

FORM 1-10-1994 (Modified)
(Rev. 10/02)
OMB No. 0851-0027 (exp. 6/30/2005)
Copyright 1994-97 LegalStar
TM05/REV03

RECORDATION FORM COVER SHEET

TRADEMARKS ONLY

Docket No.:

23324/5

Tab settings → → → ▼

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

REDENVELOPE, INC.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State Delaware
☐ Other _____

Additional names(s) of conveying party(ies) ☐ Yes ☒ No

2. Name and address of receiving party(ies):

Name: CAPITALSOURCE FINANCE LLC

Internal Address: _____

Street Address: 4445 Willard Avenue, 12th floorCity: Chevy Chase State: MD ZIP: 20815

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☐ Corporation-State _____
☒ Other limited liability company

If assignee is not domiciled in the United States, a domestic designation is ☐ Yes ☐ N
 (Designations must be a separate document from
 Additional name(s) & address(es) ☐ Yes ☐ N

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Acknowledgement of IP Collateral Lien

Execution Date: June 13, 2003

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

76/026,288 filed 4/13/00
 75/520,036 filed 7/16/98
 75/475,822 filed 4/28/98
 76/183,690 filed 12/19/00

B. Trademark Registration No.(s)

2242854 2474275
 2544627 2461506
 2484134

Additional numbers ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Mark S. Leonardo, Esq.Internal Address: Brown Rudnick Berlack Israels LLPStreet Address: One Financial CenterCity: Boston State: MA ZIP: 021116. Total number of applications and registrations involved: 97. Total fee (37 CFR 3.41):.....\$ \$240.00

- ☐ Enclosed
☒ Authorized to be charged to deposit account

8. Deposit account number:

500369

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.

Mark S. Leonardo, Esq.

Name of Person Signing

Signature

June 16 2004

Date

Total number of pages including cover sheet, attachments, and

12

Mail documents to be recorded with required cover sheet information to:
 Mail Stop Recordation Services
 Director of the United States Patent and Trademark Office
 P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK

REEL: 002873 FRAME: 0684

700092620

CH \$240.00 600369 76026288

EXECUTION COPY

ACKNOWLEDGEMENT OF
INTELLECTUAL PROPERTY COLLATERAL LIEN

This Acknowledgement of Intellectual Property Collateral Lien (this "Acknowledgement") is dated as of June 13, 2003, by REDENVELOPE, INC., a Delaware corporation ("Borrower"), in favor of CAPITALSOURCE FINANCE LLC, a Delaware limited liability company, as administrative agent and collateral agent for the Lenders under the Loan Agreement (in such capacities, "Secured Party").

WITNESSETH:

WHEREAS, pursuant to that certain Revolving Credit and Security Agreement dated as of the date hereof among Borrower and Secured Party and Lenders (as the same exists and may be amended, restated, supplemented, extended, renewed, replaced or otherwise modified from time to time, the "Loan Agreement"), the Lenders have agreed to provide Loans to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Borrower granted to Secured Party, for itself and the benefit of the Lenders, certain liens on the Collateral to secure their Obligations under the Loan Agreement; and

WHEREAS, pursuant to the terms of the Loan Agreement the Borrower is required to execute and deliver this Acknowledgment in favor of Secured Party, for itself and the benefit of the Lenders;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce Secured Party and Lenders to enter into the Loan Documents and to make Loans to the Borrower thereunder, the Borrower hereby agrees with Secured Party as follows:

Section 1. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Loan Agreement or, to the extent the same are used or defined therein, the meanings provided in Article 9 of the UCC in effect on the date hereof. Whenever the context so requires, each reference to gender includes the masculine and feminine, the singular number includes the plural and vice versa. This Acknowledgement shall mean such agreement as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, from time to time. Unless otherwise specified, all accounting terms not defined in the Loan Documents shall have the meanings given to such terms in and shall be interpreted in accordance with GAAP. References in this Acknowledgement to any Person shall include such Person and its successors and permitted assigns.

Section 2. Reaffirmation of Grant of Security Interest in Intellectual Property Collateral. The Borrower, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of the Borrower, hereby reaffirms its grant to Secured Party, for itself and the benefit of the Lenders, of a first priority security interest in the Collateral, and further collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to Secured Party, for itself and the benefit of the Lenders, and grants to Secured Party, for itself and the benefit of the Lenders, a lien on and security interest in all of its right, title and interest in, to and under the following Collateral of the Borrower (herein referred to as "Intellectual Property Collateral"):

(a) all of its owned Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule I hereto;

all renewals, reissues, continuations or extensions of the foregoing;

all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License;

all Proceeds of the foregoing, including any claim by Borrower against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License;

(b) all of its Copyrights and Copyright Licenses to which it is a party, including those referred to on Schedule II hereto;

all renewals, reissues, continuations or extensions of the foregoing; and

all Proceeds of the foregoing, including any claim by Borrower against third parties for past, present, future infringement or dilution of any Copyright or Copyright licensed under any Copyright License; and

(c) all of its Patents and Patent Licenses to which it is a party, including those referred to on Schedule III hereto;

all renewals, reissues, continuations or extensions of the foregoing; and

all Proceeds of the foregoing, including any claim by Borrower against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any Patent License.

Section 3. Acknowledgement. The security interests reaffirmed herein are granted in conjunction with the security interest granted to Secured Party, for itself and the benefit of the Lenders, pursuant to the Loan Agreement and the Borrower hereby acknowledges and affirms that the rights and remedies of Secured Party and Lenders with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent that there is any conflict or inconsistency between this Acknowledgement and the Loan Agreement, the terms and conditions of the Loan Agreement shall govern.

[signature page follows]

IN WITNESS WHEREOF, the Borrower has caused this Acknowledgment of Intellectual Property Collateral Lien to be executed and delivered by its duly authorized officer as of the date first set forth above.

REDENVELOPE, INC.

By: Eric Wong
Name: Eric Wong
Title: CFO

Accepted and Agreed:

CAPITALSOURCE FINANCE LLC, as Secured Party

By: _____
Name: _____
Title: _____

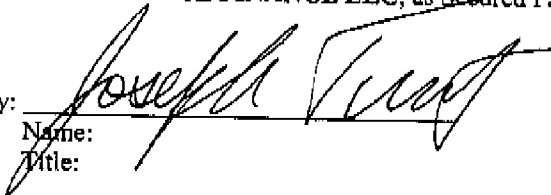
IN WITNESS WHEREOF, the Borrower has caused this Acknowledgment of Intellectual Property Collateral Lien to be executed and delivered by its duly authorized officer as of the date first set forth above.

REDENVELOPE, INC.

By: _____
Name:
Title:

Accepted and Agreed:

CAPITALSOURCE FINANCE LLC, as Secured Party

By: 
Name:
Title:

ACKNOWLEDGEMENT OF BORROWER

REDENVELOPE, INC.,

STATE OF

California

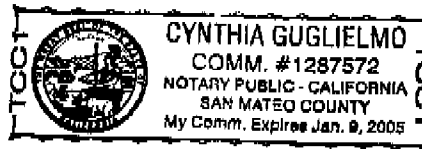
COUNTY OF

San Mateo

SS:

On this 9th day of June, 2003 before me personally appeared Eric C. Wong, proved to me on the basis of satisfactory evidence to be the persons who executed the foregoing instrument on behalf of REDENVELOPE, INC., who being by me duly sworn did depose and say that he/she is an authorized officer of each said corporation, that the said instrument was signed on behalf of each said corporation as authorized by its respective Board of Directors and that he acknowledged said instrument to be the free act and deed of each said corporation.

Cynthia Guglielmo
Notary Public



SCHEDULE I
to
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN
TRADEMARK REGISTRATIONS

- A. REGISTERED TRADEMARKS
Including Mark Reg. No. and Date - See attached sheet
- B. TRADEMARK APPLICATIONS - See attached sheet
- C. TRADEMARK LICENSES - See attached sheet
Including Name of Agreement, Parties and Date of Agreement

TRADEMARK	COUNTRY	CLASSES	APPL. NO FILING DATE	REG. NO. ISSUE DATE	STATUS AND REMARKS	TTC REF. COUNTRY ATTY(S) HANDLING
911 GIFTS	US	035;	75/475812 04/28/1998	2242834 05/04/1999	Registered Last Due Date: Assignment Due 11/04/1999 (Completed: 11/04/1999) Next Due Date: Section 8&15 Open 05/04/2004	019932-001000US (MAS)
BOX Design	CA		1154470 10/01/2002		Pending Last Due Date: Report Application No. to Client 12/15/2002 (Completed: 01/09/2003) No future due date	019932-002200CA (MAS)
GET LUCKY DICE	US	028;	76/211248 02/14/2001	2544627 03/05/2002	Registered Last Due Date: Deadline for Reply 12/29/2001 (Completed: 06/29/2001) Next Due Date: Section 8&15 Open 03/05/2007	019932-002300US (MAS)
GIFTALERT	US	035;	75/475821 04/28/1998	2484134 09/04/2001	Registered Last Due Date: Assignment Due 06/19/2001 (Completed: 06/19/2001) Next Due Date: Section 8&15 Open 09/04/2006	019932-000600US (MAS)
INSPIRING GREAT GIFT GIVING	US	035;	76/026288 04/13/2000		Inactive (Abandoned) Last Due Date: EXTENSION 2-USTM NOTICE ALL 12/19/2002 (Completed: 06/19/2001) Next Due Date: EXTENSION 3-USTM NOTICE ALL 06/19/2003 (Completed: 06/19/2001) Pending	019932-001100US (MAS)
INTERNET COMMERCE PARTNERS	US	042;	75/520036 07/16/1998		Last Due Date: Deadline for Reply 01/06/2000 (**Not Yet Completed**) No future due date	019932-000900US (MAS)
QUICK GIFT	US	042;	75/475822 04/28/1998		Inactive (Abandoned) Last Due Date: Deadline for Reply 01/09/2002 (**Not Yet Completed**) No future due date	019932-000700US (MAS)
RED BOX & IVORY BOW TRADE DRESS	US	035;	76/183690 12/19/2000		Pending Last Due Date: Deadline for Reply 08/20/2002 (Completed: 08/20/2002) Next Due Date: 3rd Deadline for Reply 07/29/2003	019932-002200US (MAS)
RED BOX & Ivory Ribbon Trade Dress	EM	16 35 41 42	2850303 09/16/2002		Pending Last Due Date: Report Application No. to Client 11/21/2002 (Completed: 12/06/2002) No future due date	019932-002200EM (MAS)
REDENVELOPE	AT	35, 42	AM 1362/2003 02/27/2003		Pending Last Due Date: Status Check 1 (Agent Confirmation?) 03/24/2003 (Completed: 02/25/2003) Next Due Date: Report Application No. to Client 04/11/2003 (Completed: 04/09/2003)	019932-000100AT (MAS)
REDENVELOPE	AU	35	832179 04/17/2000	832179 07/03/2001	Registered Last Due Date: Registration Fee 08/01/2001 (Completed: 06/29/2001) Next Due Date: Non Use Date 07/03/2004	019932-000100AU (MAS)
REDENVELOPE	BX	35			Not yet filed (Filing instructed) Last Due Date: Status Check 1 (Agent Confirmation?) 03/24/2003 (**Not Yet Completed**) Next Due Date: Status Check (Filing Receipt Rec'd?) 04/24/2003	019932-000100BX (MAS)
REDENVELOPE	CA		1056886 04/18/2000	555832 12/21/2001	Registered Last Due Date: Filing Deadline 06/12/2000 (Completed: 04/18/2000) Next Due Date: Registration Fee 04/18/2003 (Completed: 12/06/2001)	019932-000100CA (MAS)
REDENVELOPE	CN	35	2000112432 07/28/2000	1699726 01/14/2002	Registered Last Due Date: Send Reg. Certificate To Client 05/29/2002 (**Not Yet Completed**) Next Due Date: Non Use Date 01/14/2005	019932-000100CN (MAS)
REDENVELOPE	DE	35	30304218.4 01/28/2003		Inactive (Abandoned-Pending) Last Due Date: Status Check (Filing Receipt Rec'd?) 03/24/2003 (Completed: 02/06/2003) Next Due Date: International Filing Deadline (Final) 07/28/2003	019932-000100DE (MAS)

TRADEMARK	COUNTRY	CLASS(ES)	APPL. NO FILING DATE	REG. NO. ISSUE DATE	STATUS AND REMARKS	TTC REF. COUNTRY ATTY(S) HANDLING
REDENVELOPE	DE	35, 42	3031351.5/35 02/27/2003		(Completed: 02/06/2003) Pending No previous due date Next Due Date: Report Application No. to Client 05/03/2003	019932-000101DE (MAS)
REDENVELOPE	EM	35, 42	1601392 04/10/2000		Pending (Published) Last Due Date: Response 02/10/2003 (Completed: 01/29/2003) Next Due Date: Response 04/11/2003	019932-000100EM (MAS)
REDENVELOPE	FR	42	033212560 02/28/2003		Pending Last Due Date: Report Application No. to Client 04/03/2003 (Completed: 03/04/2003) Next Due Date: Status Check (Filing Receipt Rec'd?) 04/24/2003 (Completed: 03/03/2003)	019932-000100FR (MAS)
REDENVELOPE	GB	35, 42	2285192 11/09/2001		Pending (Published) Last Due Date: Report Application No. to Client 10/13/2002 (Completed: 12/06/2002) Next Due Date: Status (Certificate Rec'd?) 05/13/2003	019932-000100GB (MAS)
REDENVELOPE	IE	35	200300040 02/25/2003		Pending Last Due Date: Status Check 1 (Agent Confirmation?) 03/24/2003 (Completed: 02/25/2003)	019932-000100IE (MAS)
REDENVELOPE	JP	3, 14, 20	2000-90100 08/15/2000	4551718 03/15/2002	Registered Last Due Date: Response 03/15/2002 (Completed: 01/23/2002) Next Due Date: USE 03/15/2005	019932-000100JP (MAS)
REDENVELOPE	SE	35, 42	200301306 02/27/2003		Pending Last Due Date: Status Check 1 (Agent Confirmation?) 03/24/2003 (Completed: 02/27/2003) Next Due Date: Report Application No. to Client 04/17/2003	019932-000100SE (MAS)
REDENVELOPE	US	042;	75752568 07/16/1999	2474275 07/31/2001	Registered Last Due Date: EXTENSION 4-USTM NOTICE ALL 10/18/2002 (Completed: 07/10/2000) Next Due Date: EXTENSION 5-USTM NOTICE ALL 04/18/2003 (Completed: 07/10/2000)	019932-000100US (MAS)
REDENVELOPE & DESIGN	US	035;	760726297 04/13/2000	2461506 06/19/2001	Registered Last Due Date: Foreign Filing Deadline 10/13/2000 (Completed: 10/13/2000) Next Due Date: Section 8 & 15 Open 06/19/2006	019932-001600US MLS (MAS)
REDENVELOPE (stylized)	GB	35, 42	2285192B 11/09/2001		Pending (Published) No previous due date No future due date	019932-001600GB (MAS)
REDENVELOPE and Design	AU	35	832180 04/17/2000	832180 07/03/2001	Registered Last Due Date: Registration Fee 08/01/2001 (Completed: 06/20/2001) Next Due Date: Non Use Date 07/03/2004	019932-001600AU (MAS)
REDENVELOPE and Design	CA		1056885 04/18/2000	555831 12/21/2001	Registered Last Due Date: Filing Deadline 06/12/2000 (Completed: 04/18/2000) Next Due Date: Registration Fee 04/18/2003 (Completed: 12/06/2001)	019932-001600CA (MAS)
REDENVELOPE and Design	CN	35	2000112433 07/28/2000	1744152 04/07/2002	Registered Last Due Date: Filing Deadline: 10/13/2000 (Completed: 07/28/2000) Next Due Date: Non Use Date 04/07/2005	019932-001600CN (MAS)
REDENVELOPE and Design	EM	35, 42	1601327 04/10/2000		Pending (Published) Last Due Date: Response 02/25/2003 (Completed: 01/29/2003) Next Due Date: Response 04/25/2003	019932-001600EM (MAS)
REDENVELOPE and Design	HK	35			Pending Last Due Date: Priority Document 10/13/2000 (**Not Yet Completed**) No future due date	019932-001600HK (MAS)

TRADEMARK	COUNTRY	CLASS(ES)	APPL. NO FILING DATE	REG. NO. ISSUE DATE	STATUS AND REMARKS	TTC REF. COUNTRY ATTY(S) HANDLING
REDENVELOPE and Design	JP	3, 14, 20	2000-111862 10/13/2000	4534363 01/11/2002	Registered Last Due Date: Send Reg. Certificate To Client 05/22/2002 (**Not Yet Completed**) Next Due Date: USE 01/11/2005	019932-001600JP (MAS)
REDENVELOPE in block letters & stylized	HK	35	134162000 06/19/2000	B10833AB2001 09/19/2001	Registered Last Due Date: Response 08/07/2001 (Completed: 04/12/2001) Next Due Date: Next Renewal Due - 6 Month 12/19/2006	019932-000100HK (MAS)

SCHEDULE II
to
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN
COPYRIGHT REGISTRATIONS

- A. REGISTERED COPYRIGHTS
Including Copyright Reg. No. and Date - None
- B. COPYRIGHT APPLICATIONS - None
- C. COPYRIGHT LICENSES - None
Including Name of Agreement, Parties and Date of Agreement

SCHEDULE III
to
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN
PATENT REGISTRATIONS

- A. REGISTERED PATENT
Including Patent Reg. No. and Date - None
- B. PATENT APPLICATIONS - None
- C. PATENT LICENSES - None
Including Name of Agreement, Parties and Date of Agreement