(Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)

RECORDATION FORM COVER SHEET

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To the Director of the United States Patent and Trademark Office	e: Please record the attached original documents or copy thereof.
Name of conveying party(ies): REDENVELOPE, INC.	Name and address of receiving party(ies):
	Name: <u>CAPITALSOURCE FINANCE LLC</u>
	Internal Address:
☐ Individual(s) ☐ Association ☐ General Partnership ☐ Limited Partnershi	Street Address: 4445 Willard Avenue, 12th floor
⊠ Corporation-State Delaware ☐ Other	City: <u>Chevy Chase</u> State: <u>MD</u> ZIP: <u>2081</u>
Additional names(s) of conveying party(les)	Individual(s) citizenship Association
3. Nature of conveyance:	— Сепега Радлегship
	Ст сипиео Partnership
_ Merger	Corporation-State
☐ Security Agreement ☐ Change of Name ☐ Other <u>Acknowledgement of IP Collateral Lien</u>	M Other Imited liability company
Execution Date: June 13, 2003	If assignee is not domiciled in the United States, a domestic designation is
4. Application number(s) or registration numbers(s):	Additional name(s) & address(es)
A. Trademark Application No.(s)	B. Trademark Registration No.(s)
76/026,288 filed 4/13/00	· .
75/520,036 filed 7/16/98	2242854 2474275 2544627 2461506
75/475,822 filed 4/28/98 76/183,690 filed 12/19/00	2484134
Additional numbers	☐ Yes ⊠ No
Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and
Name: Mark S. Leonardo, Esq.	registrations involved:9
Internal Address: Brown Rudnick Berlack Israels LLP	7. Total fee (37 CFR 3.41):\$ \$240.00
	☐ Enclosed
	Authorized to be charged to deposit account
Street Address: One Financial Center	8. Deposit account number:
City: Boston State: MA ZIP: 02111	500369
Statement and signature. To the best of my knowledge and belief, the foregoing information of the original document.	tion is true and correct and any attached copy is a true copy
Mark S. Leonardo, Esq.	= O
Name of Person Signing	June 16 2004
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Total number of pages including co	over sheet, attachments, and

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

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. <u>Defined Terms</u>. 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.

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"):

RedEnvelope Acknowledgement of Intellectual Property Collateral Lien - 6805 v2

- (a) all of its owned Trademarks and Trademark Licenses to which it is a party, including those referred to on <u>Schedule I</u> 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 offer as of the date first set forth above.

REDENVELOPE, INC.

Name: Eric Worg
Title: CFO

Accepted and Agreed:

CAPITALSOURCE FINANCE LLC, as Secured Party

By: Name: Title:

3

RedEnvelope Acknowledgement of Intellectual Property Collateral Lien $\sim 6805 \text{ v2}$

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

REDENVELOPE, INC.

By:______ Name: Title:

Accepted and Agreed:

CAPITALSOURCE FINANCE LLC, as Secured Party

Бу; ___ N∎

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RedEnvelope Acknowledgement of Intellectual Property Collateral Lien = 6805 v2

ACKNOWLEDGEMENT OF BORROWER

REDENVELOPE, INC.,

STATE OF Alfana SE

COUNTY OF MARION SE

On this day of ________, 2003 before me personally appeared 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
COMM. #1287572
NOTARY PUBLIC - CALIFORNIA
SAN MATEO COUNTY
My Comm. Expires Jan. 9, 2005

SCHEDULE I

ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN TRADEMARK REGISTRATIONS

- REGISTERED TRADEMARKS Α. Including Mark Reg. No. and Date - See attached sheet
- TRADEMARK APPLICATIONS See attached sheet В,
- C. TRADEMARK LICENSES - See attached sheet

Including Name of Agreement, Parties and Date of Agreement

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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

ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN PATENT REGISTRATIONS

- REGISTERED PATENT Including Patent Reg. No. and Date - None
- B, PATENT APPLICATIONS - None
- Ċ. PATENT LICENSES - None

Including Name of Agreement, Parties and Date of Agreement

RECORDED: 06/18/2004