

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SmartBargains, Inc.		12/20/2002	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	COMERICA BANK, successor in interest to Comerica Bank-California
Street Address:	2321 ROSECRANS AVE
Internal Address:	Suite 5000
City:	EL SEGUNDO
State/Country:	CALIFORNIA
Postal Code:	90245
Entity Type:	Michigan banking corporation:

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Serial Number:	76091525	SMARTBARGAINS.COM FEEL THE RUSH

CORRESPONDENCE DATA	
Fax Number:	(858)677-1401
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	858-638-6717
Email:	eobrien@graycary.com
Correspondent Name:	Erin O'Brien
Address Line 1:	4365 Executive Drive
Address Line 2:	Suite 1100
Address Line 4:	San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	12130,1090371-803200
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NAME OF SUBMITTER:	Erin O'Brien
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Total Attachments: 6
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 20, 2002 by and between COMERICA BANK-CALIFORNIA ("Bank") and SMARTBARGAINS, INC., a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"); capitalized terms used herein are used as defined in the Loan Agreement).

B. Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in all of Grantor's Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the other Loan Documents with Bank, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

10 Milk Street, 10th Floor
Boston, Massachusetts 02108

Attn: Chief Financial Officer

SMARTBARGAINS, INC.

By: *Donald A. De Novellis*

Title: *EVP / CFO / Treasurer*

BANK:

COMERICA BANK-CALIFORNIA

By: *C.T. Hoffman*

Title: *Vice President*

Address of Bank:

Comerica Bank-California
100 Federal Street, 28th Floor
Boston, Massachusetts 02110

Attn: C. Brooks Hoffman and/or Kelly Goodwin

EXHIBIT A

Copyrights

Description
None

Registration
Number

Registration
Date

EXHIBIT B

Patents

Description
None

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
SMARTBARGAINS.COM for "on-line retail services," in International Class 42	2,606,658 ✓	August 13, 2002
SMARTBARGAINS, European Union Community Trademark	1960558	November 17, 2000
Service mark application application with the U.S. Patent and Trademark Office, SMARTBARGAINS for "retail store services, available through the Internet, featuring off-price, close-out liquidation, and marked-down clothing and accessories, jewelry, sporting goods and equipment, home furnishings and décor, electronic goods and toys," in International Class 42.	76061930 ✓	June 2, 2000
Service mark application application with the U.S. Patent and Trademark Office, SMARTBARGAINS & Design for "on-line retail services," in International Class 42.	76091346 ✓	July 18, 2000
Service mark application application with the U.S. Patent and Trademark Office, THE BARGAIN ALERT for "advertising communications transmitted via e-mail," in International Class 35.	76339791A	November 19, 2001
SmartBargains.com Feel The Rush! (and design)	76/091,525	July 18, 2000

2. The following URLs are registered with VeriSign (formerly, "Network Solutions" and hereinafter "VeriSign") and Register.com in the respective names set forth below. The Company owns the domain names listed below. It is contemplated that registration will be promptly completed for all such names not currently registered in the name of the Company.

The Company owns the following domain names:

<u>Domain Name</u>	<u>Registrar</u>
<u>www.smartbargans.com</u>	VeriSign
<u>www.smartbargins.com</u>	VeriSign
<u>www.smartbargains.org</u>	VeriSign
<u>www.smartbargains.net</u>	VeriSign
<u>www.smart-bargains.com</u>	VeriSign
<u>www.smartbargain.com</u>	VeriSign
<u>www.smartbargains.com</u>	Register.com
<u>www.smartbargainssucks.com</u>	VeriSign
<u>www.smartbargainssucks.net</u>	VeriSign

www.smartbargainsblows.com
www.smartbargainsblows.net

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Registration of the following domain names has not been maintained by the Company.

Domain Name	Registrar
<u>www.secretbuyz.com</u>	VeriSign
<u>www.dealsecrets.com</u>	VeriSign
<u>www.secretbuyz.net</u>	VeriSign
<u>www.dealsecrets.net</u>	VeriSign
<u>www.bestebuvs.com</u>	VeriSign
<u>www.bargainbetsv.net</u>	VeriSign
<u>www.bargainbetsie.com</u>	VeriSign
<u>www.bargainbetsie.net</u>	VeriSign
<u>www.bargainbetsy.com</u>	VeriSign
<u>www.closeouts-r-us.com</u>	VeriSign