

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SMARTBARGAINS.COM, LP		06/01/2003	LIMITED PARTNERSHIP: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	COMERICA BANK, successor by merger to Comerica Bank-California		
<b>Street Address:</b>	2321 ROSECRANS AVE		
<b>Internal Address:</b>	SUITE 5000		
<b>City:</b>	EL SEGUNDO		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90245		
<b>Entity Type:</b>	Michigan banking corporation:		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	76613568	TOP BRANDS. SMART PRICES.	
<b>Serial Number:</b>	76613566	NEVER PAY RETAIL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(858)677-1401		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	858-638-6717		
<b>Email:</b>	Erin.O'Brien@dlapiper.com		
<b>Correspondent Name:</b>	Erin O'Brien		
<b>Address Line 1:</b>	4365 Executive Drive		
<b>Address Line 2:</b>	Suite 1100		
<b>Address Line 4:</b>	San Diego, CALIFORNIA 92121		
<b>NAME OF SUBMITTER:</b>	Erin O'Brien		
<b>Signature:</b>	/Erin O'Brien/		

CH \$65.00 76613568

Date:

06/24/2005

**Total Attachments: 6**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 1, 2003 by and between COMERICA BANK-CALIFORNIA ("Bank") and SMARTBARGAINS.com, LP, a Delaware limited partnership ("Grantor").

### RECITALS

A. Bank entered into a Loan and Security Agreement with SmartBargains, Inc. ("Borrower") dated as of December 20, 2002, as amended by that certain Amendment dated as of January 31, 2003 (as further amended from time to time and in effect, the "Loan Agreement"), pursuant to which Bank, among other things, agreed to make certain advances of money to Borrower and to issue letters of credit on Borrower's behalf from time to time.

B. Borrower has requested Bank's consent to the transfer of certain collateral under the Loan Agreement that consists of Assets (as defined in the letter agreement between Bank, Borrower and Grantor dated the date hereof that amends the Loan Agreement and contains Bank's consent to the foregoing (the "Consent")) to Grantor, which actions would otherwise not be permitted under the terms of the Loan Agreement.

C. Grantor believes that its formation and the above-referenced transfer of the Assets will cause it and Borrower to enjoy, among other benefits, significant savings in state sales taxes, which benefit will inure to both Borrower and Grantor.

D. Bank is willing to execute the Consent and permit the transfer of the Assets, 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 that certain Unlimited Guaranty of Grantor of even date herewith (the "Guaranty"), which Guaranty guarantees the obligations of the Borrower under the Loan Agreement.

E. Capitalized terms used herein and not otherwise defined herein shall have the meanings as set forth in the Loan Agreement.

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 Guaranty, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Guaranty, 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, 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:

SmartBargains.com, LP  
C/o SB.com, Inc.  
10 Milk Street, 10<sup>th</sup> Floor  
Boston, Massachusetts 02108

Attn: Stephen M. Joseph

SMARTBARGAINS.COM, LP

By: SB.com, Inc.  
Its General Partner

By:  \_\_\_\_\_

Name: Stephen M. Joseph  
Title: Treasurer

BANK:

Address of Bank:

Comerica Bank-California  
100 Federal Street, 28<sup>th</sup> Floor  
Boston, Massachusetts 02110

Attn: C. Brooks Hoffman and/or Kelly Goodwin

COMERICA BANK-CALIFORNIA

By: \_\_\_\_\_

Title: \_\_\_\_\_

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.

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Address of Grantor:

SMARTBARGAINS.COM, LP

SmartBargains.com, LP  
C/o SB.com, Inc.  
10 Milk Street, 10<sup>th</sup> Floor  
Boston, Massachusetts 02108

By: SB.com, Inc.  
Its General Partner

Attn: Stephen M. Joseph

By: \_\_\_\_\_  
Name: Stephen M. Joseph  
Title: Treasurer

BANK:

Address of Bank:

COMERICA BANK-CALIFORNIA

Comerica Bank-California  
100 Federal Street, 28<sup>th</sup> Floor  
Boston, Massachusetts 02110

By: C. Brooks Hoffman  
Title: Vice President

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	U.S. Registration No. 2,606,658	Regn. Date 8/13/02
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	U.S. Registration No. 2,672,735	Regn. Date 1/7/03
Service mark application with the U.S. Patent and Trademark Office, THE BARGAIN ALERT for "advertising communications transmitted via e-mail," in International Class 35	U.S. Application Serial No. 76/339,791 (abandoned)	Abd. 4/3/03
The Bargain Buzz	76/591,879	05/12/04
Top Brands. Smart Prices.	76/613,568	09/30/04
Never Pay Retail	76/613,566	09/30/04

2. The Guarantor owns the following domain names and has registered the URLs for such domain names with Network Solutions, Inc.:

[www.smartbargains.com](http://www.smartbargains.com)  
[www.smartbargans.com](http://www.smartbargans.com)  
[www.smartbargins.com](http://www.smartbargins.com)  
[www.smartbargains.org](http://www.smartbargains.org)  
[www.smartbargains.net](http://www.smartbargains.net)  
[www.smart-bargains.com](http://www.smart-bargains.com)