

**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, INC.		12/20/2002	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	COMERICA BANK, successor in interest to Comerica Bank-California		
<b>Street Address:</b>	2321 Rosecrans Avenue		
<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>	a Michigan banking corporation:		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78491211	NERO BIANCO	
<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.obrien@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 92121-2133		
<b>ATTORNEY DOCKET NUMBER:</b>	355281-000007SMART...INC.		
<b>NAME OF SUBMITTER:</b>	Erin O'Brien		
<b>Signature:</b>	/Erin O'Brien/		

CH \$40.00 78491211

Date:

10/07/2005

**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, 10<sup>th</sup> Floor  
Boston, Massachusetts 02108

Attn: Chief Financial Officer

SMARTBARGAINS, INC.

By: *Donald A. De Novellis*

Title: *EVP / CFO / Treasurer*

BANK:

COMERICA BANK-CALIFORNIA

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

By: *C. T. Hoffman*

Title: *Vice President*

EXHIBIT A

Copyrights

Description  
None

Registration  
Number

Registration  
Date

4

5

EXHIBIT B

Patents

Description  
None

Registration/  
Application  
Number

Registration/  
Application  
Date

B-1

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 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 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 with the U.S. Patent and Trademark Office, THE BARGAIN ALERT for "advertising communications transmitted via e-mail," in International Class 35.	76339791	November 19, 2001
Nero Bianco	78/491,211	September 29, 2004

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.smartbargains.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.

<b>Domain Name</b>	<b>Registrar</b>
<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.bargainbetsy.net</u>	VeriSign
<u>www.bargainbetsy.com</u>	VeriSign
<u>www.bargainbetsy.net</u>	VeriSign
<u>www.bargainbetsy.com</u>	VeriSign
<u>www.closeouts-r-us.com</u>	VeriSign