

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SmartBargains.com, LP		04/26/2006	LIMITED PARTNERSHIP: DELAWARE
SmartBargains, Inc.		04/26/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Retail Finance, LLC
Street Address:	One Boston Place
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02108
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2606658	SMARTBARGAINS.COM
Registration Number:	2672735	SMARTBARGAINS
Registration Number:	2676170	SMARTBARGAINS
Serial Number:	76613568	TOP BRANDS. SMART PRICES.
Serial Number:	76613566	NEVER PAY RETAIL
Serial Number:	78491211	NERO BIANCO
Serial Number:	78976583	NERO BIANCO
Serial Number:	76091525	SMARTBARGAINS.COM FEEL THE RUSH!

CORRESPONDENCE DATA

Fax Number: (617)856-8201
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 617 856-8399
 Email: ip@brownrudnick.com

CH \$215.00 2606658

Correspondent Name: David Lowry
Address Line 1: One Financial Center
Address Line 2: Borwn Rudnick Berlack Israels
Address Line 4: Boston, MASSACHUSETTS 02111

ATTORNEY DOCKET NUMBER:	23595/24
NAME OF SUBMITTER:	David D. Lowry
Signature:	/ddl david lowry/
Date:	04/28/2006

Total Attachments: 11

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**TRADEMARK AND TRADEMARK
APPLICATIONS SECURITY AGREEMENT**

This Trademark and Trademark Application Security Agreement (this "TM Security Agreement") is made as of the 26th day of April, 2006 by and among SMARTBARGAINS, INC., a Delaware corporation with offices at 10 Milk Street, Boston, Massachusetts 02108 (the "Lead Borrower"), SMARTBARGAINS.COM, LP, a Delaware limited partnership with offices at 10 Milk Street, Boston, Massachusetts 02108, (the "Borrower," and together with the Lead Borrower, individually and collectively, the "Borrowers"), and WELLS FARGO RETAIL FINANCE, LLC, a Delaware limited liability company with offices at One Boston Place, Boston, MA 02108, as lender (the "Lender").

RECITALS

WHEREAS, pursuant to the Loan and Security Agreement dated as of April 26, 2006 (as amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement") made by and among the Borrowers, Lender and other borrowers party thereto, the Lender has agreed to make certain loans and other financial accommodations available to the Borrowers;

WHEREAS, pursuant to the Loan Agreement the Borrowers have granted to the Lender a security interest in the Borrowers' Collateral (as defined in the Loan Agreement) to secure the Obligations (as defined in the Loan Agreement) of the Borrowers to the Lender;

WHEREAS, as a condition, among others, to the establishment of the credit facilities contemplated by the Loan Agreement, and to further secure the Obligations and to more fully vest the security interest granted in the Loan Agreement, the Borrowers have executed this TM Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Borrowers and the Lender agree as follows:

1. Terms used herein which are defined in the Loan Agreement are used as so defined.
2. To secure the Obligations, the Borrowers hereby grant a security interest in favor of, and collaterally assign to, the Lender, with power of sale (which power of sale shall be exercisable only following the occurrence and during the continuance of an Event of Default as defined in the Loan Agreement and used herein as so defined), in and to the following and all proceeds thereof:

- a. All of the Borrowers' now owned or existing or hereafter acquired or arising trademarks, trademark applications, service marks, registered service marks and service mark applications including, without limitation, those listed on Exhibit A annexed hereto and made a part hereof, together with any goodwill connected with and symbolized by any such trademarks, trademark applications, service marks, registered service marks, and service mark applications.

- b. All renewals of any of the foregoing.

- c. All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof.

- d. The right to sue for past, present and future infringements and dilutions of any of the foregoing.

- e. All of the Borrowers' rights corresponding to any of the foregoing throughout the world.

All of the foregoing trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications described in Subsection 2(a), together with the items respectively described in Subsections 2(b) through and including 2(e) are hereinafter individually and/or collectively referred to as the "Marks".

3. Until the Obligations (other than contingent indemnification obligations) have been satisfied, the Borrowers shall undertake the following:

a. Pay all renewal fees and other fees and costs associated with maintaining the Marks and with the processing of the Marks, unless the Borrowers determine in their good faith business judgment that such Marks are in no way material to the conduct of their business or operations.

b. At the Borrowers' sole cost, expense, and risk, pursue the prompt, diligent processing of each Application for Registration which is the subject of the security interest created herein and not abandon or delay any such efforts, unless the Borrowers determine in their good faith business judgment that such Marks are in no way material to the conduct of their business or operations.

c. At the Borrowers' sole cost, expense, and risk, take any and all action which the Borrowers deem necessary or desirable to protect the Marks, including, without limitation, the prosecution and defense of infringement actions, unless the Borrowers determine in its good faith business judgment that such Marks are in no way material to the conduct of its business or operations.

4. In the event of:

a. the Borrowers' failure, within twenty (20) days of written notice from the Lender, to cure any failure by the Borrowers to perform any of the Borrowers' obligations set forth in Section 3, above, and/or

b. the occurrence and continuance of any Event of Default,

then the Lender acting in its own name or in that of the Borrowers may (but shall not be required to) act in the Borrowers' place and stead and/or in the Lender's own right in connection therewith.

5. The Borrowers represent and warrant that:

a. Exhibit A includes all of the registered trademarks, Federal trademark applications, registered service marks and Federal service mark applications owned as of the date hereof by the Borrowers.

b. Except for Permitted Liens, no liens or security interests are in effect as of the date hereof or shall be granted after the date hereof in any Mark by the Borrowers to any Person other than to the Lender.

6. In order to further secure the Obligations:

a. The Borrowers shall give the Lender written notice (with reasonable detail) of the occurrence of any of the following, together with the quarterly financial statements required by Section 6.3 of the Loan Agreement:

i. If any Borrower obtained rights to, and filed applications for registration of, any new trademarks, or service marks, or otherwise acquired ownership of any newly registered trademarks, registered service marks, trademark applications, or service mark applications (other than such Borrower's right to sell products containing the trademarks of others in the ordinary course of such Borrower's business) during the previous fiscal quarter, then the Borrowers shall deliver to Lender within twenty (20) days after delivery of such notice, documentation reasonably requested by Lender, in order to perfect the Lender's first priority security interest and lien in and to the foregoing.

ii. If any Borrower became entitled to the benefit of any registered trademarks, trademark applications, trademark licenses, trademark license renewals, registered service marks, service mark applications, service mark licenses or service mark license renewals whether as licensee or licensor (other than such Borrower's right to sell products in containing the trademarks of others in the ordinary course of such Borrower's business) during the previous fiscal quarter, and the Borrowers shall deliver to Lender within twenty (20) Business Days after delivery of such notice, documentation reasonably requested by Lender to perfect the Lender's first priority security interest and lien in and to the foregoing.

b. The provisions of this TM Security Agreement shall automatically apply to any such additional property or rights described in 6(a), above, all of which shall be deemed to be and treated as "Marks" within the meaning of this TM Security Agreement.

c. The Borrowers hereby authorize the Lender to modify this agreement by amending Exhibit A to include any future registered trademarks, trademark applications, registered service marks and service mark applications, written notice of which is so given, *provided, however*, the modification of said Exhibit A shall not be a condition to the creation or perfection of the security interest created hereby.

7. Upon the occurrence and during the continuance of any Event of Default, the Lender may exercise all rights and remedies of a secured party upon default under the Uniform Commercial Code as adopted in the Commonwealth of Massachusetts, with respect to the Marks, in addition to which the Lender, subject to the terms of the Loan Agreement, may sell, license, assign, transfer, or otherwise dispose of the Marks. Any person may conclusively rely upon an affidavit of an officer of the Lender that an Event of Default has occurred and is continuing and that the Lender is authorized to exercise such rights and remedies.

8. The Borrowers hereby irrevocably constitute and designate the Lender as and for the Borrowers' attorney in fact, effective with and upon the Lender's first exercise (the "**First Exercise**") of such powers following the occurrence and during the continuance of any Event of Default:

a. To exercise any of the rights and powers referenced herein.

b. To execute all and singular such instruments, documents, and papers as the Lender determines to be appropriate in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Marks.

The within grant of a power of attorney, being coupled with an interest, shall be irrevocable until the Obligations (other than contingent indemnification obligations) have been satisfied, but shall be exercisable only following the occurrence and during the continuance of an Event of Default.

9. Any use by the Lender of the Marks as authorized hereunder in connection with the exercise of the Lender's rights and remedies under this TM Security Agreement and the Loan Agreement shall be coextensive with the Borrowers' rights thereunder and with respect thereto and without any liability for royalties or other related charges from the Lender to the Borrowers. Such use by the Lender shall be permitted only with and upon the First Exercise following the occurrence and during the continuance of an Event of Default.

10. The Lender hereby acknowledges that the Borrowers shall continue to have the exclusive right, prior to notice from the Lender following the occurrence and during the continuance of an Event of Default, to sue for past, present and future infringement of the Marks including the right to seek injunctions and/or money damages, in an effort by Borrowers to protect the Marks against encroachment by third parties. All costs arising in connection with any infringement shall be borne by the Borrowers.

11. Following the payment and satisfaction of all Obligations (other than contingent indemnification obligations), and the termination of any obligation of the Lender to provide loans or financial accommodations under the credit facility contemplated by the Loan Agreement, this TM Security Agreement shall terminate and the Lender shall execute and deliver to Borrowers all such instruments as the Borrowers reasonably may request to release any encumbrance in favor of the Lender created hereby or pursuant hereto, *subject, however,* to any disposition thereof which may have been made by the Lender pursuant hereto or pursuant to the Loan Agreement.

12. The Borrowers shall, at the request of the Lender, do any and all acts and execute any and all documents reasonably required by the Lender in connection with the protection, preservation, and enforcement of the Lender's rights hereunder.

13. The Borrowers shall, upon demand, reimburse the Lender for all reasonable costs and expenses incurred by the Lender in the exercise of any rights hereunder (including, without limitation, reasonable fees and expenses of counsel).

14. Neither anything contained in the within TM Security Agreement or in the Loan Agreement nor any act, omission, or circumstance may be construed as directly or indirectly conveying to the Lender any rights in and to the Marks, which rights are effective except following the occurrence and during the continuance of any Event of Default (and in such circumstances, only with and upon the First Exercise).

15. This TM Security Agreement is intended to be supplemental of the Loan Agreement. All provisions of the Loan Agreement shall apply to the Marks and the Lender shall have the same rights with respect to any and all security interests in the Marks granted the Lender to secure the Obligations hereunder as thereunder. In the event of a conflict between this TM Security Agreement

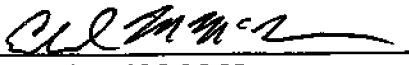
and the Loan Agreement, the terms of this TM Security Agreement shall control with respect to the Marks and the Loan Agreement with respect to all other collateral.

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IN WITNESS WHEREOF, the Borrowers and the Lender respectively have caused this TM Security Agreement to be executed by officers duly authorized so to do on the date first above written.

SMARTBARGAINS, INC.,
LLC, "Lead Borrower" and "Borrower"

WELLS FARGO RETAIL FINANCE,
"Lender"

By: 
Name: Edward M. McNamara
Title: Chief Financial Officer and Treasurer

By: _____
Name: _____
Title: _____

SMARTBARGAINS.COM, LP,
"Borrower"
By: SB.COM, INC., its General Partner

By: 
Name: Edward M. McNamara
Title: Treasurer

IN WITNESS WHEREOF, the Borrowers and the Lender respectively have caused this TM Security Agreement to be executed by officers duly authorized so to do on the date first above written.

SMARTBARGAINS, INC.,
LLC, "Lead Borrower" and "Borrower"

By: _____

Title: _____

WELLS FARGO RETAIL FINANCE,
"Lender"

By: David Ferguson

Title: AVP

SMARTBARGAINS.COM, LP,
"Borrower"

By: _____

Title: _____

Exhibit A
Trademarks and Service Marks

1. A. Registered Trademarks

Description	Registration Number	Registration Date
SMARTBARGAINS.COM	2,606,658	August 13, 2002
SMARTBARGAINS, European Union Community Trademark	1960558	May 6, 2002
SMARTBARGAINS	2,672,735	January 7, 2003
SMARTBARGAINS & Design	2,676,170	January 21, 2003

B. Trademark Applications

<u>Mark</u>	<u>Serial No.</u>	<u>Date Filed</u>
Top Brands. Smart Prices.	76/613,568	September 30, 2004
Never Pay Retail	76/613,566	September 30, 2004
Nero Bianco	78/491,211	September 29, 2004
	78/976,583	September 29, 2004
Smartbargains.com Feel the Rush!	76/091525	July 18, 2000