

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
Wells Fargo Retail Finance II, LLC		11/01/2008	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Retail Finance, LLC		
Street Address:	One Boston Place		
Internal Address:	Suite 1800		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02108		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2541025	IPARTY	
Registration Number:	2756735	IPARTY	
Registration Number:	2649801	IPARTY.COM	
CORRESPONDENCE DATA			
Fax Number:	(617)502-4877		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	617-248-4877		
Email:	hbalmat@choate.com		
Correspondent Name:	Heather E. Balmat		
Address Line 1:	Two International Place		
Address Line 2:	Choate, Hall & Stewart LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	2003663.0030		

OP \$90.00 2541025

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TRADEMARK
REEL: 003881 FRAME: 0506

NAME OF SUBMITTER:	Heather E. Balmat
Signature:	/Heather E. Balmat/
Date:	11/03/2008
Total Attachments: 3 source=iPartysecurity#page1.tif source=iPartysecurity#page2.tif source=iPartysecurity#page3.tif	

**ASSIGNMENT OF RIGHTS IN TRADEMARK
AND TRADEMARK APPLICATIONS SECURITY AGREEMENT**

This Assignment of Rights in Trademark and Trademark Applications Security Agreement (this "Assignment") is made as of November 1, 2008 by Wells Fargo Retail Finance II, LLC, as assigning lender (the "Assignor") in favor of Wells Fargo Retail Finance, LLC, assignee lender (the "Assignee").

WHEREAS, Assignor was granted a security interest in the trademark registrations listed on Schedule A attached hereto (the "Marks") and has recorded in the Assignment Branch of the United States Patent and Trademark Office on January 24, 2007 at Reel 3467, Frame 0074 the Trademark and Trademark Applications Security Agreement dated December 21, 2006 (the "Security Agreement") by and between iParty Corp. ("iParty") and Assignor; and

WHEREAS, Assignee is desirous of acquiring the security interest granted by the Security Agreement in and to the Marks and the business and goodwill of the business in connection with which the Marks have been used;

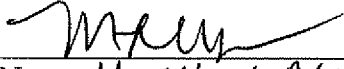
NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby assigns to Assignee all of its right, title and interest in, to and under the Security Agreement and the Marks, together with the business and goodwill of the business in connection with such the Marks have been used.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Assignor, by and through its authorized officer, has caused this instrument to be executed under seal on the date first written above.


ASSIGNOR

WELLS FARGO RETAIL FINANCE II, LLC

By: 
Name: Michael L Allen
Title: Vice President

ASSIGNEE

WELLS FARGO RETAIL FINANCE, LLC

By: 
Name: Michael L Allen
Title: Vice President

SCHEDULE A

<u>Mark</u>	<u>Reg. No.</u>	<u>Filing Date</u>	<u>Reg. Date</u>
IPARTY	2,541,025	4/29/99	2/19/02
IPARTY	2,756,735	10/3/00	8/29/03
IPARTY.COM	2,649,801	4/29/99	11/12/02