

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Escalate, Inc.		06/09/2010	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Fortress Credit Corp., as agent		
<b>Street Address:</b>	1345 Avenue of Americas		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10105		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3633915	ESCALATE RETAIL	
Registration Number:	3633913	ESCALA E RETAIL	
Registration Number:	3637628	BLUE MARTINI	
Serial Number:	77566532	BUY ANYWHERE, FULFILL ANYWHERE COMMERCE	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(212)593-5955		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-756-2552		
Email:	marisa.davidson@srz.com		
Correspondent Name:	M. Davidson c/o Schulte Roth & Zabel LLP		
Address Line 1:	919 Third Avenue		
Address Line 2:	22nd Floor		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	017962-0077		
NAME OF SUBMITTER:	Marisa Davidson (017962-0077)		

CH \$115.00 3633915

**900165478**

**TRADEMARK**  
**REEL: 004231 FRAME: 0001**

Signature:	/kc for md/
Date:	06/24/2010
Total Attachments: 5 source=Trademark Security Agreement for Escalate#page1.tif source=Trademark Security Agreement for Escalate#page2.tif source=Trademark Security Agreement for Escalate#page3.tif source=Trademark Security Agreement for Escalate#page4.tif source=Trademark Security Agreement for Escalate#page5.tif	

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 9<sup>th</sup> day of June 2010, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and FORTRESS CREDIT CORP., in its capacity as Agent for the Lender Group (together with its successors and assigns in such capacity, "Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated of even date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Multi-Channel Intermediate Holdings, Inc., a Delaware corporation ("Parent") and each of Parent's Subsidiaries identified on the signature pages thereof as "Borrowers" (such Subsidiaries are referred to hereinafter individually as a "Borrower" and collectively, jointly and severally, as the "Borrowers"), the lenders party thereto as "Lenders" ("Lenders") and Agent, the Lender Group is willing to make certain financial accommodations available to Borrowers pursuant to the terms and conditions thereof; and

WHEREAS, Grantors have executed and delivered to Agent, for the benefit of Lender Group, that certain Security Agreement dated as of August 17, 2006 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lender Group, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all modifications, reissues, continuations, extensions, and renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and

granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 4, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

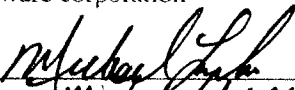
5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**GRANTORS:**

**ESCALATE, INC.,**  
a Delaware corporation

By:   
Name: Michael Larkin  
Title: CEO

ACCEPTED AND ACKNOWLEDGED BY:

FORTRESS CREDIT CORP.,  
as Agent

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

CONSTANTINE M. DAKOLIAS  
PRESIDENT

Trademark Security Agreement

**TRADEMARK**  
**REEL: 004231 FRAME: 0006**

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

<b>COUNTRY</b>	<b>MARK</b>	<b>STATUS</b>	<b>APP/REG NO.</b>	<b>APP/REG DATE</b>	<b>RECORD OWNER</b>
U.S.	ESCALATE RETAIL	Registered	3,633,915	6/9/09	Escalate, Inc.
U.S.	ESCALATE RETAIL & Design	Registered	3,633,913	6/9/09	Escalate, Inc.
U.S.	BLUE MARTINI SOFTWARE & Design	Registered	3,637,628	6/16/09	Escalate, Inc.
U.S.	BUY ANYWHERE, FULFILL ANYWHERE COMMERCE	Application filed	77/566532	Pending	Escalate, Inc.