

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Collateral Assignment

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GSI COMMERCE SOLUTIONS, INC.		03/15/2011	CORPORATION: PENNSYLVANIA
E-DIALOG, INC.		03/15/2011	CORPORATION: DELAWARE
ACCRETIVE COMMERCE, INC.		03/15/2011	CORPORATION: DELAWARE
M3 MEDIA GROUP, INC.		03/15/2011	CORPORATION: DELAWARE
M3 MOBILE, INCORPORATED		03/15/2011	CORPORATION: PENNSYLVANIA
MBS INSIGHT, INC.		03/15/2011	CORPORATION: DELAWARE
DIRECTNET SOLUTIONS, LLC		03/15/2011	LIMITED LIABILITY COMPANY: DELAWARE
FETCHBACK, INC.		03/15/2011	CORPORATION: DELAWARE
CLEAR SALEING, INC.		03/15/2011	CORPORATION: DELAWARE
RUELALA, INC.		03/15/2011	CORPORATION: DELAWARE
RETAIL CONVERGENCE.COM, LP		03/15/2011	LIMITED PARTNERSHIP: DELAWARE
RETAIL CONVERGENCE, INC.		03/15/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	BANK OF AMERICA, N.A., AS COLLATERAL AGENT
Street Address:	901 MAIN STREET, FLOOR 14
City:	DALLAS
State/Country:	TEXAS
Postal Code:	75202
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 49

Property Type	Number	Word Mark
Registration Number:	2958613	DEAL HAVEN
Registration Number:	3038613	E-DIALOG
Registration Number:	3024894	E-DIALOG

OP \$1240.00 2958613

Registration Number:	2414512	FOGDOG
Registration Number:	2567786	FOGDOG
Registration Number:	2527899	FOGDOG
Registration Number:	2590838	FOG DOG
Registration Number:	2587627	FOGDOG
Registration Number:	3041044	GSI COMMERCE
Registration Number:	2900595	GSI COMMERCE
Registration Number:	3233493	
Registration Number:	3288191	
Registration Number:	3871342	TRUEACTION
Registration Number:	3077768	MARKETTREE
Registration Number:	2274981	KLONDIKE
Registration Number:	3190948	VENDORNET
Registration Number:	2784192	SUPPLYING THE DEMAND
Registration Number:	3596841	STORENET
Registration Number:	3496545	FETCHBACK
Registration Number:	3426388	PURCHASE PATH
Registration Number:	3426392	ADVERTISE WITH CONFIDENCE
Registration Number:	3426359	CLEARSALEING
Registration Number:	3725482	GET IN AND GET FABULOUS.
Registration Number:	3755157	METRO COLLECTION
Registration Number:	3095771	NERO BIANCO
Registration Number:	3137323	NEVER PAY RETAIL
Registration Number:	3637003	RETAIL CONVERGENCE
Registration Number:	3484376	RUE LA LA
Registration Number:	3484375	RUE LA LA
Registration Number:	3484374	SHARE THE LA LA
Registration Number:	2672735	SMARTBARGAINS
Registration Number:	2606658	SMARTBARGAINS.COM
Registration Number:	3295716	SMARTBARGAINS.COM
Registration Number:	3091805	SMARTBARGAINS.COM FEEL THE RUSH!
Registration Number:	3127425	TOP BRANDS. SMART PRICES.
Registration Number:	3455584	YOUR PERSONAL BARGAIN HUNTER
Serial Number:	85111291	DEALRUNNER
Serial Number:	85124231	OVER THE WALL COLLECTION

	85145918	SHOP RUNNER
Serial Number:	77885097	SHOPRUNNER
Serial Number:	85065054	TEAMSTORE.COM
Serial Number:	85097792	TEAMSTORE.COM
Serial Number:	77532292	M3 MOBILE
Serial Number:	85009619	MGIFTCARDS
Serial Number:	85010913	CORETXT
Serial Number:	77854595	QUICK! BUY IT
Serial Number:	77832710	RUE LA LA
Serial Number:	77832708	STREETS OF RUE LA LA
Serial Number:	85112172	THE BARGAIN ALERT!

CORRESPONDENCE DATA

Fax Number: (866)826-5420
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 3016380511
Email: ipresearchplus@comcast.net
Correspondent Name: IP Research Plus, Inc.
Address Line 1: 21 Tadcaster Circle
Address Line 2: Attn: Penelope J.A. Agodoa
Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	36748
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	03/21/2011

Total Attachments: 21
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

GSI Commerce Solutions, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Pennsylvania
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bank of America, N.A., as Collateral Agent

Internal Address: _____

Street Address: 901 Main Street, Floor 14

City: Dallas

State: Texas

Country: United States Zip: 75202

- Association Citizenship USA
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) March 15, 2011

- Assignment
- Security Agreement
- Other Collateral Assignment
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
PLEASE SEE ATTACHED SCHEDULE.

B. Trademark Registration No.(s)
PLEASE SEE ATTACHED SCHEDULE.

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
PLEASE SEE ATTACHED SCHEDULE.

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: IP Research Plus

Internal Address: _____

Attn: Penelope J.A. Agodoa

Street Address: _____

21 Tadcaster Circle

City: Waldorf

State: MD Zip: 20602

Phone Number: 301-638-0511

Fax Number: 866-826-5420

Email Address: orders@ipresearchplus.com

6. Total number of applications and registrations involved:

38

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

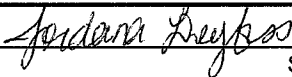
- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

9. Signature:



Signature

March 15, 2011

Date

Jordana Dreyfuss

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

21

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Additional Conveying Parties

E-Dialog, Inc., a Delaware corporation
Accretive Commerce, Inc., a Delaware corporation
M3 Media Group, Inc., a Delaware corporation
M3 Mobile, Incorporated, a Pennsylvania corporation
MBS Insight, Inc., a Delaware corporation
DirectNet Solutions, LLC, a Delaware limited liability company
Fetchback, Inc., a Delaware corporation
Clear Saleing, Inc., a Delaware corporation
RueLaLa, Inc., a Delaware corporation
Retail Convergence.com, LP., a Delaware limited partnership
Retail Convergence, Inc., a Delaware corporation

PATENT, TRADEMARK AND COPYRIGHT COLLATERAL ASSIGNMENT

This Patent, Trademark and Copyright Collateral Assignment (as amended, restated, modified or supplemented from time to time, the "Assignment"), dated as of March 15, 2011, is made and entered into by and among GSI COMMERCE SOLUTIONS, INC., ("GSICS"), a Pennsylvania corporation, GSI COMMERCE, INC., a Delaware corporation (the "Parent" and, together with GSICS, the "Borrowers"), and each of the other undersigned Persons listed on the signature pages hereto, each of the other Persons that become bound hereby from time to time by joinder, assumption or otherwise (the Borrowers and each other such Person party hereto, each an "Assignor" and, collectively, the "Assignors") and BANK OF AMERICA, N.A., acting as collateral agent for itself, the Administrative Agent and the Lenders (the "Assignee" or the "Collateral Agent").

WHEREAS, pursuant to that certain Credit Agreement (as amended, restated, modified or supplemented from time to time, the "Credit Agreement") dated as of February 9, 2011, by and among the Borrowers, the Guarantors now or hereafter party thereto, the Administrative Agent and the Lenders now or hereafter party thereto, the Lenders have agreed to extend certain credit to the Borrowers and the Borrowers and Guarantors have agreed, among other things, to assign to the Assignee certain patents, trademarks, copyrights and other property as collateral security for the Obligations, as more fully described herein.

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. Except as otherwise expressly provided herein, capitalized terms used in this Assignment shall have the respective meanings given to them in the Credit Agreement.
2. As security for the due and punctual payment and performance of the Obligations in full, each Assignor hereby grants, assigns and conveys to the Assignee a security interest in the entire right, title and interest of such Assignor in and to all trade names, patent applications, patents, trademark applications, trademarks, copyrights and copyright applications whether now owned or hereafter acquired by such Assignor, including, without limitation, those listed on Schedule A hereto, including all related license and sublicense agreements, all related registrations, all proceeds thereof (such as, by way of example, 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 reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, the goodwill of the business to which any of the patents, trademarks and copyrights relate, trade secrets, confidential or proprietary technical and business information, know-how, show-how or other data or information, software and databases and all embodiments or fixations thereof and related documentation, registrations and franchises, and all additions, improvements and accessions to, and books and records describing or used in connection with, any of the foregoing (collectively, the "Patents, Trademarks and Copyrights").

3. Each Assignor covenants and warrants that:

(a) the Patents, Trademarks and Copyrights are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) to the best of the Assignors' knowledge, each of the Patents, Trademarks and Copyrights is valid and enforceable;

(c) except as set forth on Schedule B hereto and except for Permitted Liens, the Assignors are the sole and exclusive owners of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Copyrights, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, shop rights and covenants by the Assignors not to sue third persons;

(d) each Assignor has the corporate power and authority to enter into this Assignment and perform its terms without the consent or approval of any other Person other than any consent or approval that has been obtained;

(e) no claim has been made to the Assignors or, to the knowledge of any Assignor, any other person that the use of any of the Patents, Trademarks and Copyrights does or may violate the rights of any third party where any such claim could reasonably be expected to result in a Material Adverse Change;

(f) the Assignors have used, and will continue to use for the duration of this Assignment, consistent standards of quality in their products sold under the Patents, Trademarks and Copyrights;

(g) the Assignors have used, and will continue to use for the duration of this Assignment, proper statutory notice in connection with their use of the Patents, Trademarks and Copyrights;

(h) each Assignor will promptly notify the Collateral Agent in writing of any change in (i) its legal name, (ii) its identity or type of organization or corporate structure, (iii) its Federal Taxpayer Identification Number or organizational identification number or (iv) its jurisdiction of organization. Each Assignor agrees promptly to provide the Collateral Agent with certified organizational documents reflecting any of the changes described in the first sentence of this clause (i). Each Assignor agrees not to effect or permit any change referred to in the preceding sentence unless all filings have been made that are required in order for the Collateral Agent to continue at all times following such change to have a valid, legal and perfected Prior Security Interest in all the Patents, Trademarks and Copyrights;

(i) for the purpose of enabling the Collateral Agent to exercise rights and remedies under this Assignment at such time as the Collateral Agent shall be lawfully entitled to exercise such rights and remedies, each Assignor hereby grants to the Collateral Agent an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to the Assignors) to use, license or sublicense any of the Patents, Trademarks and Copyrights

now owned or hereafter acquired by such Assignor, and wherever the same may be located, and including in such license access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof. The use of such license by the Collateral Agent may be exercised, at the option of the Collateral Agent, only upon the occurrence and during the continuation of an Event of Default; provided, however, that any license, sublicense or other transaction entered into by the Collateral Agent in accordance herewith shall be binding upon each Assignor notwithstanding any subsequent cure of an Event of Default; and

(j) each Assignor agrees, at its own expense, promptly to execute, acknowledge, deliver and cause to be duly filed all such further instruments and documents and take all such actions as the Collateral Agent may from time to time reasonably request to better assure, obtain, preserve, protect and perfect the security interest and the rights and remedies created hereby.

4. Each Assignor agrees that, until all of the Obligations shall have been Paid In Full, it will not enter into any agreement (for example, a license agreement) which is inconsistent with such Assignor's obligations under this Assignment, without the Assignee's prior written consent which shall not be unreasonably withheld.

5. If, before the Obligations shall have been Paid In Full, any Assignor shall own any new trademarks or any new copyrightable or patentable inventions, or any patent application or patent for any reissue, division, continuation, renewal, extension, or continuation in part of any Patent, Trademark or Copyright or any improvement on any Patent, Trademark or Copyright, the provisions of this Assignment shall automatically apply thereto and such Assignor shall give to the Assignee prompt notice thereof in writing. The Assignors and the Assignee agree to modify this Assignment by amending Schedule A to include any future Patents, Trademarks and Copyrights and the provisions of this Assignment shall apply thereto.

6. Unless and until the Obligations are declared due and payable pursuant to Section 9.2 of the Credit Agreement, the Assignee hereby grants to the Assignors the exclusive, nontransferable right and license under the Patents, Trademarks and Copyrights to make, have made for it, use and sell the inventions and products disclosed and claimed in the Patents, Trademarks and Copyrights in accordance with any specifications provided by Assignee for Assignors' own benefit and account and for none other. Except to the extent not prohibited by the Credit Agreement, each Assignor agrees not to sell or assign its interest in, or outside of the ordinary course of business and in such case, with notice to the Assignee, grant any sublicense under, the license granted to the Assignors in this Section 6, without the prior written consent of the Assignee which shall not be unreasonably withheld. The Assignee reserves the right upon reasonable notice during normal business hours to inspect the operations and facilities of the Assignors from time to time for the purpose of ensuring that the standards and quality requirements of the Assignee are met.

7. If and during the period that the Obligations are declared due and payable pursuant to Section 9.2 of the Credit Agreement, the Assignors' license under the Patents, Trademarks and Copyrights as set forth in Section 6 hereof shall terminate, the Assignee shall

have, in addition to all other rights and remedies given it by this Assignment, those allowed by Law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks and Copyrights may be located and, without limiting the generality of the foregoing, the Assignee may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to the Assignors, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in New York, New York, or elsewhere, the whole or from time to time any part of the Patents, Trademarks and Copyrights, or any interest which any Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Patents, Trademarks and Copyrights all expenses (including fees and expenses for brokers and attorneys), shall apply the remainder of such proceeds toward the payment of the Obligations as the Assignee, in its sole discretion, shall determine. Any remainder of the proceeds after Payment In Full of the Obligations shall be paid over to the Parent, as agent for the Assignors. Notice of any sale or other disposition of the Patents, Trademarks and Copyrights shall be given to the Parent, as agent for the Assignors at least ten (10) days before the time of any intended public or private sale or other disposition of the Patents, Trademarks and Copyrights is to be made, which Assignors hereby agree shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Assignee may, to the extent permissible under applicable Law, purchase the whole or any part of the Patents, Trademarks and Copyrights sold, free from any right of redemption on the part of any Assignor, which right is hereby waived and released.

8. If any Event of Default shall have occurred and be continuing, each Assignor hereby authorizes and empowers the Assignee to make, constitute and appoint any officer or agent of the Assignee, as Assignee may select in its exclusive discretion, as such Assignor's true and lawful attorney-in-fact, with the power to endorse such Assignor's name on all applications, documents, papers and instruments necessary for the Assignee to use the Patents, Trademarks and Copyrights, or to grant or issue, on commercially reasonable terms, any exclusive or nonexclusive license under the Patents, Trademarks and Copyrights to any third person, or necessary for the Assignee to assign, pledge, convey or otherwise transfer title in or dispose, on commercially reasonable terms, of the Patents, Trademarks and Copyrights to any third Person. Each Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable for the life of this Assignment.

9. At such time as Assignors shall have indefeasibly Paid In Full all of the Obligations and the Commitments shall have terminated, this Assignment shall terminate and the Assignee shall execute and deliver to the Assignors all deeds, assignments and other instruments as may be necessary or proper to re-vest in the Assignors full title to the Patents, Trademarks and Copyrights, subject to any disposition thereof which may have been made by the Assignee pursuant hereto.

10. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorney's fees and expenses incurred by the Assignee in connection with the preparation of this Assignment and all other documents relating hereto and the consummation of

this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances, the protection, maintenance or preservation of the Patents, Trademarks and Copyrights, or the defense or prosecution of any actions or proceedings arising out of or related to the Patents, Trademarks and Copyrights, shall be borne and paid by the Assignors within fifteen (15) days of demand by the Assignee, and if not paid within such time, shall be added to the principal amount of the Obligations and shall bear interest at the highest rate prescribed in the Credit Agreement.

11. The Assignors shall have the duty, through counsel reasonably acceptable to the Assignee, to prosecute diligently any patent applications of the Patents, Trademarks and Copyrights pending as of the date of this Assignment or thereafter until the Obligations shall have been indefeasibly Paid In Full and the Commitments shall have terminated, to make application on unpatented but patentable inventions (whenever it is commercially reasonable in the reasonable judgment of the Assignors to do so) and to preserve and maintain all rights in patent applications and patents of the Patents, including without limitation the payment of all maintenance fees. Any expenses incurred in connection with such an application shall be borne by the Assignors. The Assignors shall not abandon any Patent, Trademark or Copyright unless in the Assignors' reasonable business judgment such asset is without material value, without the consent of the Assignee, which shall not be unreasonably withheld.

12. The Assignors shall have the right to bring suit, action or other proceeding in their own name, and, with the consent of the Assignee, which shall not be unreasonably withheld, to join the Assignee, if necessary, as a party to such suit so long as the Assignee is satisfied that such joinder will not subject it to any risk of liability, to enforce the Patents, Trademarks and Copyrights and any licenses thereunder. The Assignors shall promptly, upon demand, reimburse and indemnify the Assignee for all damages, costs and expenses, including reasonable legal fees, incurred by the Assignee as a result of such suit or joinder by the Assignors.

13. No course of dealing between the Assignors and the Assignee, nor any failure to exercise nor any delay in exercising, on the part of the Assignee, any right, power or privilege hereunder or under the Credit Agreement or other Loan Documents shall operate as a waiver of such right, power or privilege, nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. All of the Assignee's rights and remedies with respect to the Patents, Trademarks and Copyrights, whether established hereby or by the Credit Agreement or by any other agreements or by Law, shall be cumulative and may be exercised singularly or concurrently.

15. The provisions of this Assignment are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any clause or provision of this Assignment in any jurisdiction. The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid

provisions the economic effect of which comes as close as possible to that of the invalid or unenforceable provisions.

16. This Assignment is subject to modification only in accordance with Section 11.1 of the Credit Agreement, except as provided in Sections 5 and 21 hereof.

17. The benefits and burdens of this Assignment shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

18. All notices, requests, demands, directions and other communications (collectively, "notices") given to or made upon any party hereto under the provisions of this Assignment shall be as set forth in Section 11.5 of the Credit Agreement.

19. This Assignment shall be governed by and construed in accordance with the internal Laws of the State of New York.

20. All rights of the Administrative Agent hereunder, the grant of a security interest in the Patents, Trademarks and Copyrights and all obligations of each Assignor hereunder shall be absolute and unconditional irrespective of (a) any lack of validity or enforceability of the Credit Agreement, any other Loan Document, any agreement with respect to any of the Obligations or any other agreement or instrument relating to any of the foregoing, (b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations, or any other amendment or waiver of or any consent to any departure from the Credit Agreement, any other Loan Document or any other agreement or instrument relating to the foregoing, (c) any exchange, release or non-perfection of any Lien on other collateral, or any release or amendment or waiver of or consent under or departure from any guarantee, securing or guaranteeing all or any of the Obligations or (d) any other circumstance that might otherwise constitute a defense available to, or a discharge of, any Assignor in respect of the Obligations or this Assignment.

21. It is anticipated that additional Persons will from time to time become Subsidiaries of one or more Assignors, and, each of such Subsidiaries will be required to join the Assignment. It is acknowledged and agreed that new Subsidiaries of one or more Assignors will become Assignors hereunder and will be bound hereby simply by executing and delivering to the Administrative Agent a Guarantor Joinder in the form of Exhibit 1.1(G) to the Credit Agreement. In addition, an addendum to Schedule A hereto shall be provided to the Collateral Agent showing the Patents, Trademarks and Copyrights owned by such new Subsidiary. The addition of such new Subsidiary as an Assignor hereunder shall not require the consent of any other Assignor, nor shall the execution of any joinder or amendment by existing Assignors be required to effectuate the addition of new Assignors hereunder.

22. (a) Bank of America, N.A., has been appointed to act as the Collateral Agent under the Credit Agreement by the Lenders under the Credit Agreement. Each Lender, by its acceptance of the benefits hereof, agrees that it shall have no right individually to realize upon any of the Patents, Trademarks and Copyrights hereunder, it being understood and agreed by

such Lender that all rights and remedies hereunder may be exercised solely by the Collateral Agent for the benefit of the applicable Lenders in accordance with the terms of this Section 22.

(b) The Collateral Agent shall at all times be the same Person that is the Administrative Agent under the Credit Agreement. Notice of resignation by the Administrative Agent pursuant to Section 10.6 of the Credit Agreement shall also constitute notice of resignation as Collateral Agent under this Assignment, and appointment of an Administrative Agent pursuant to Section 10.6 of the Credit Agreement shall also constitute appointment of a successor Collateral Agent under this Assignment. Upon the acceptance of any appointment as Administrative Agent under Section 10.6 of the Credit Agreement by a successor Administrative Agent, that successor Administrative Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Collateral Agent under this Assignment, and the retiring Collateral Agent under this Security Agreement shall promptly (i) transfer to such successor Collateral Agent all Patents, Trademarks and Copyrights held hereunder, together with all records and other documents necessary or appropriate in connection with the performance of the duties of the successor Collateral Agent under this Assignment and (ii) execute and deliver to such successor Collateral Agent or otherwise authorize the filing of such amendments to financing statements and take such other actions as may be necessary or appropriate in connection with the assignment to such successor Collateral Agent of the Prior Security Interest created hereunder, whereupon such retiring Collateral Agent shall be discharged from its duties and obligations under this Assignment. After any retiring Collateral Agent's resignation hereunder as Collateral Agent, the provisions of this Assignment shall inure to its benefit as to any actions taken or omitted to be taken by it under this Assignment while it was Collateral Agent hereunder.

23. EACH ASSIGNOR IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE NONEXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY IN THE BOROUGH OF MANHATTAN AND OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS ASSIGNMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS ASSIGNMENT SHALL AFFECT ANY RIGHT THAT THE ADMINISTRATIVE AGENT, COLLATERAL AGENT, ANY LENDER OR THE ISSUING LENDER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS ASSIGNMENT AGAINST AN ASSIGNOR OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

24. EACH ASSIGNOR IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS ASSIGNMENT IN ANY COURT REFERRED TO IN SECTION 23 HEREOF. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT AND AGREES NOT ASSERT ANY SUCH DEFENSE.

25. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 18 HEREOF. NOTHING IN THIS ASSIGNMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

26. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS ASSIGNMENT (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (I) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (II) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS ASSIGNMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN SECTIONS 21, 23, 24, 25 AND 26 HEREOF.

27. This Assignment may be executed in any number of counterparts, each of which when so executed shall be deemed an original and all of which taken together shall constitute but one and the same agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their respective officers or agents thereunto duly authorized, as of the date first above written.

BANK OF AMERICA, N.A.

BY:

Andrew Richards
NAME: *Andrew Richards*
TITLE: *SVP*


[Signature Page to Patent, Trademark and Copyright Collateral Assignment]

[[3262372]]

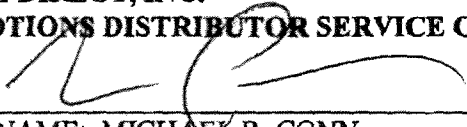
TRADEMARK
REEL: 004501 FRAME: 0949

ASSIGNORS:

**GSI COMMERCE, INC.
GSI COMMERCE SOLUTIONS, INC.**

BY: 
NAME: MICHAEL R. CONN
TITLE: EXECUTIVE VICE PRESIDENT FINANCE,
CHIEF FINANCIAL OFFICER AND
TREASURER

**ASFD, INC.
GSI COMMERCE CALL CENTER, INC.
GSI COMMERCE SOUTH, INC.
GSI EQUIPMENT, INC.
GSI LEGACY HOLDINGS, INC.
KOP PROMOTIONS, LLC
ONLINE DIRECT, INC.
PROMOTIONS DISTRIBUTOR SERVICE CORPORATION**

BY: 
NAME: MICHAEL R. CONN
TITLE: PRESIDENT AND TREASURER

**CLEAR SALEING, INC.
E-DIALOG, INC.
FETCHBACK, INC.
GSI INTERACTIVE, INC.
GSI MARKETING SERVICES, INC.
GSI MEDIA, INC.
M3 MOBILE, INCORPORATED
MBS INSIGHT, INC.
RUELALA, INC.
SB.COM, INC.
SILVERLIGN GROUP, INC.
SMARTBARGAINS, INC.
SMARTBARGAINS SECURITY CORPORATION
VENDORNET, INC.**

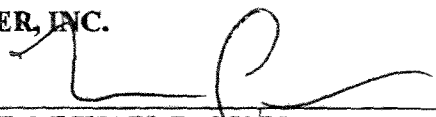
BY: 
NAME: MICHAEL R. CONN
TITLE: TREASURER

RETAIL CONVERGENCE.COM, LP

**BY: SB.COM, INC.,
ITS GENERAL PARTNER**


BY: 
NAME: MICHAEL R. CONN
TITLE: TREASURER

SHOPRUNNER, INC.

BY: 
NAME: MICHAEL R. CONN
TITLE: CHIEF FINANCIAL OFFICER AND
TREASURER


**935 KOP ASSOCIATES, LLC
1075 FIRST GLOBAL ASSOCIATES, LLC**

**BY: GSI COMMERCE, INC.,
ITS SOLE MEMBER AND MANAGER**

BY: 
NAME: MICHAEL R. CONN
TITLE: EXECUTIVE VICE PRESIDENT
FINANCE, CHIEF FINANCIAL
OFFICER AND TREASURER

7601 TRADE PORT DRIVE, LLC

**BY: GSI COMMERCE SOLUTIONS, INC.,
ITS SOLE MEMBER AND MANAGER**

BY: 
NAME: MICHAEL R. CONN
TITLE: EXECUTIVE VICE PRESIDENT
FINANCE, CHIEF FINANCIAL
OFFICER AND TREASURER

GATOR ACQUISITION CORP.

BY: _____

Name: Michael R. Conn

Title: President, Treasurer and Secretary

GATOR ACQUISITION LLC

BY: **GSI COMMERCE, INC.,**
its sole member

BY: _____


Name: Michael R. Conn





Title: Executive Vice President Finance,
Chief Financial Officer and Treasurer





**SCHEDULE A
TO
PATENT, TRADEMARK AND COPYRIGHT COLLATERAL ASSIGNMENT**

LIST OF REGISTERED PATENTS, TRADEMARKS,
TRADE NAMES AND COPYRIGHTS

TRADEMARKS

Mark	Country	Reg. No. (App. No.)	Reg. Date (App. Date)	Current Owner of Record
DEAL HAVEN	USA	2,958,613	5/31/2005	GSI Commerce Solutions, Inc.
DEALRUNNER	USA	(85/111,291)	(8/19/2010)	GSI Commerce Solutions, Inc.
E-DIALOG	Singapore	(T1005375F)	(4/29/2010)	E-Dialog, Inc.
E-DIALOG	Singapore	T1005376D	8/6/2010	E-Dialog, Inc.
E-DIALOG	Singapore	(T1005377B)	(4/29/2010)	E-Dialog, Inc.
E-DIALOG	USA	3,038,613	1/10/2006	E-Dialog, Inc.
E-DIALOG	USA	3,024,894	12/13/2005	E-Dialog, Inc.
FOGDOG	China	1,463,884	10/21/2000	GSI Commerce Solutions, Inc.
FOGDOG	USA	2,414,512	12/19/2000	GSI Commerce Solutions, Inc.
FOGDOG	USA	2,567,786	5/7/2002	GSI Commerce Solutions, Inc.
FOGDOG	USA	2,527,899	1/8/2002	GSI Commerce Solutions, Inc.
FOGDOG & Design 	USA	2,590,838	7/9/2002	GSI Commerce Solutions, Inc.

Mark	Country	Reg. No. (App. No.)	Reg. Date (App. Date)	Current Owner of Record
FOGDOG (Stylized) 	USA	2,587,627	7/2/2002	GSI Commerce Solutions, Inc.
GSI COMMERCE	CTM	5,078,481	6/9/2009	GSI Commerce Solutions, Inc.
GSI COMMERCE	USA	3,041,044	1/10/2006	GSI Commerce Solutions, Inc.
GSI COMMERCE & Design 	USA	2,900,595	11/2/2004	GSI Commerce Solutions, Inc.
GSI COMMERCE and Design 	CTM	5,078,589	8/2/2007	GSI Commerce Solutions, Inc.
GSI COMMERCE INTERNATIONA L	CTM	4,599,882	8/22/2005	GSI Commerce Solutions, Inc.
Miscellaneous (Globe) Design 	CTM	6,882,153	4/15/2009	GSI Commerce Solutions, Inc.

Mark	Country	Reg. No. (App. No.)	Reg. Date (App. Date)	Current Owner of Record
Miscellaneous (Globe) Design 	USA	3,233,493	4/24/2007	GSI Commerce Solutions, Inc.
Miscellaneous Design 	USA	3,288,191	9/4/2007	Accretive Commerce, Inc.
MONTEGO	USA			GSI Commerce Solutions, Inc.
OVER THE WALL COLLECTION	USA	(85/124,231)	(9/7/2010)	GSI Commerce Solutions, Inc.
SHOP RUNNER and Design 	USA	(85/145,918)	(10/6/2010)	GSI Commerce Solutions, Inc.
SHOPRUNNER	USA	(77/885,097)	(12/3/2009)	GSI Commerce Solutions, Inc.
TEAMSTORE.C OM	USA	(85/065,054)	(6/17/2010)	GSI Commerce Solutions, Inc.
TEAMSTORE.C OM and Design 	USA	(85/097,792)	(8/2/2010)	GSI Commerce Solutions, Inc.
TRUEACTION	USA	3,871,342	11/2/2010	GSI Commerce Solutions, Inc.
ZENDOR	CTM	6,942,601	1/28/2010	GSI Commerce Solutions, Inc.
ZENDOR	United Kingdom	2,211,260	8/24/2001	Zendor.com Limited

Mark	Country	Reg. No. (App. No.)	Reg. Date (App. Date)	Current Owner of Record
M3 MOBILE	United States	77532292	7/27/2008	M3 Media Group, Inc.
MGIFTCARDS	United States	85009619	April 8, 2010	M3 Mobile, Incorporated
COREtxt	United States	85010913	April 9, 2010	M3 Mobile, Incorporated
MARKETTREE	United States	3077768	April 4, 2006	MBS Insight, Inc.
KLONDIKE	United States	2274981	August 31, 1999	MBS Insight, Inc.
VENDORNET	United States	3,190,948	January 2, 2007	DirectNet Solutions, LLC
SUPPLYING THE DEMAND	United States	2,784,192	November 18, 2003	DirectNet Solutions, LLC
STORENET	United States	3,596,841	March 24, 2009	DirectNet Solutions, LLC
FETCHBACK	United States	3,496,545	September 2, 2008	Fetchback, Inc.
Purchase Path	United States	3,426,388	May 13, 2008	Clear Saleing, Inc.
ADVERTISE WITH CONFIDENCE	United States	3,426,392	May 13, 2008	Clear Saleing, Inc.
CLEARSALEING	United States	3,426,359	May 13, 2008	Clear Saleing, Inc.

Code / Matter No.	Mark Name	Country	Case Type	Current Owner	Class Number	Current Appl. No	Current Appl. Date	Current Reg No	Current Reg Date	Renewal Date
SMART 56RU	RUE LA LA	Russian Federation	Regular	Retail Convergence, Inc.	35	2010708997	3/23/2010			3/23/2020
SMART 56SG	RUE LA LA	Singapore	Regular	Retail Convergence, Inc.	35	T1003451D	3/23/2010			3/23/2020
SMART 56KR	RUE LA LA	South Korea	Regular	Retail Convergence, Inc.	35	41-2010-0007222	3/23/2010			
SMART 56TW	RUE LA LA	Taiwan	Regular	Retail Convergence, Inc.	35	99013019	3/23/2010			
SMART 51	GET IN AND GET FABULOUS	United States	Regular	RueLaLa, Inc.	35	77/743,323	5/22/2009	3,725,482	12/15/2009	5/23/2016
SMART 42	METRO COLLECTION	United States	Intent To Use Application	RueLaLa, Inc.	24 20	77/273,751	9/7/2007	3,755,157	5/2/2010	8/29/2016
SMART 28DV	NERO BIANCO	United States	Divisional Trademark	Retail Convergence.com, LP.	18	78/976,583	9/29/2004	3,095,771	5/23/2006	6/9/2019
SMART 26A	NEVER PAY RETAIL	United States	Supplemental Register	Retail Convergence, Inc.	35	76/613,566	9/30/2004	3,137,323	8/29/2006	
SMART 55	QUICK! BUY IT	United States	Intent To Use Application	RueLaLa, Inc.	35	77/854,595	10/22/2009			2/28/2018
SMART 46	RETAIL CONVERGENCE	United States	Intent To Use Application	RueLaLa, Inc.	35	77/405,948	2/26/2008	3,637,003	6/9/2009	8/12/2018
SMART 43	RUE LA LA	United States	Intent To Use Application	RueLaLa, Inc.	35	77/368,173	1/10/2008	3,484,376	8/12/2008	
SMART 53	RUE LA LA	United States	Regular	RueLaLa, Inc.	35	77/832,710	9/23/2009			1/31/2018
SMART 44	RUE LA LA (stylized)	United States	Intent To Use Application	RueLaLa, Inc.	35	77/368,172	1/10/2008	3,484,375	8/12/2008	8/12/2018

Code / Matter No.	Mark Name	Country	Case Type	Current Owner	Class Number	Current Appl. No	Current Appl. Date	Current Reg No	Current Reg Date	Renewal Date
SMART 45	SHARE THE LA LA	United States	Intent To Use Application	RueLaLa, Inc.	35	77/368,171	1/10/2008	3,484,374	8/12/2008	8/12/2018
SMART 11	SMARTBARGAINS	United States	Regular	Retail Convergence.com, LP.	35	76/061,930	6/2/2000	2,672,735	1/7/2003	11/30/2010
SMART 09	SMARTBARGAINS.COM	United States	Regular	Retail Convergence.com, LP.	35	76/091,529	7/18/2000	2,606,658	8/13/2002	1/7/2013
SMART 38	SMARTBARGAINS.COM and design	United States	Intent To Use Application	Retail Convergence.com, LP.	35	78/921,803	7/3/2006	3,295,716	9/18/2007	8/13/2012
SMART 52	SMARTBARGAINS.COM FEEL THE RUSH and design	United States	Regular	Retail Convergence.com, LP.	35	76/091,525	7/18/2000	3,091,805	5/16/2006	5/16/2016
SMART 54	STREETS OF RUE LA LA	United States	Regular	RueLaLa, Inc.	35	77/832,708	9/23/2009			9/18/2017
SMART 57	THE BARGAIN ALERT!	United States	Regular	RueLaLa, Inc.	35	85/112,172	8/20/2010			
SMART 27	TOP BRANDS. SMART PRICES.	United States	Intent To Use Application	Retail Convergence.com, LP.	35	76/613,568	9/30/2004	3,127,425	8/8/2006	8/8/2016
SMART 37	YOUR PERSONAL BARGAIN HUNTER	United States	Intent To Use Application	Retail Convergence.com, LP.	35	78/874,996	5/3/2006	3,455,584	6/24/2008	6/24/2018

**SCHEDULE B
TO
PATENT, TRADEMARK AND COPYRIGHT COLLATERAL ASSIGNMENT**

LIST OF LIENS, CHARGES AND ENCUMBRANCES
OTHER THAN PERMITTED LIENS

None.