

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BANK OF AMERICA, N.A., AS COLLATERAL AGENT		06/17/2011	National Association: UNITED STATES

RECEIVING PARTY DATA

Name:	GSI COMMERCE SOLUTIONS, INC.
Street Address:	935 First Avenue
City:	King of Prussia
State/Country:	PENNSYLVANIA
Postal Code:	19406
Entity Type:	CORPORATION: PENNSYLVANIA

Name:	E-DIALOG, INC.
Street Address:	935 First Avenue
City:	King of Prussia
State/Country:	PENNSYLVANIA
Postal Code:	19406
Entity Type:	CORPORATION: DELAWARE

Name:	ACCRETIVE COMMERCE, INC.
Street Address:	935 First Avenue
City:	King of Prussia
State/Country:	PENNSYLVANIA
Postal Code:	19406
Entity Type:	CORPORATION: DELAWARE

Name:	M3 MEDIA GROUP, INC.
Street Address:	935 First Avenue
City:	King of Prussia
State/Country:	PENNSYLVANIA

OP \$1240.00 2958613

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**TRADEMARK
 REEL: 004602 FRAME: 0573**

Postal Code:	19406
Entity Type:	CORPORATION: DELAWARE

Name:	M3 Mobile, Incorporated
Street Address:	935 First Avenue
City:	King of Prussia
State/Country:	PENNSYLVANIA
Postal Code:	19406
Entity Type:	CORPORATION: PENNSYLVANIA

Name:	MBS INSIGHT, INC.
Street Address:	935 First Avenue
City:	King of Prussia
State/Country:	PENNSYLVANIA
Postal Code:	19406
Entity Type:	CORPORATION: DELAWARE

Name:	DIRECTNET SOLUTIONS, LLC
Street Address:	935 First Avenue
City:	King of Prussia
State/Country:	PENNSYLVANIA
Postal Code:	19406
Entity Type:	CORPORATION: DELAWARE

Name:	Fetchback, Inc.
Street Address:	935 First Avenue
City:	King of Prussia
State/Country:	PENNSYLVANIA
Postal Code:	19406
Entity Type:	CORPORATION: DELAWARE

Name:	CLEAR SALEING, INC.
Street Address:	935 First Avenue
City:	King of Prussia
State/Country:	PENNSYLVANIA
Postal Code:	19406
Entity Type:	CORPORATION: DELAWARE

Name:	RueLaLa, Inc.
Street Address:	935 First Avenue

City:	King of Prussia
State/Country:	PENNSYLVANIA
Postal Code:	19406
Entity Type:	CORPORATION: DELAWARE

Name:	RETAIL CONVERGENCE.COM, LP
Street Address:	935 First Avenue
City:	King of Prussia
State/Country:	PENNSYLVANIA
Postal Code:	19406
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	RETAIL CONVERGENCE, INC.
Street Address:	935 First Avenue
City:	King of Prussia
State/Country:	PENNSYLVANIA
Postal Code:	19406
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 49

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

TRADEMARK
REEL: 004602 FRAME: 0576

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:	37120
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	08/11/2011

Total Attachments: 14
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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):

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

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

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: GSI Commerce Solutions, Inc.

Internal Address: _____

Street Address: 935 First Avenue

City: King of Prussia

State: Pennsylvania

Country: United States Zip: 19406

Association Citizenship _____

General Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation Citizenship Pennsylvania

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) June 17, 2011

- Assignment Merger
 Security Agreement Change of Name
 Other Release of Security Interest

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

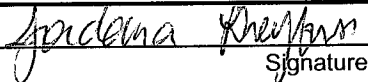
8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

June 22, 2011

Date

Jordana Dreyfuss

Name of Person Signing

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

14

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

**RELEASE OF SECURITY INTEREST IN PATENTS, TRADEMARKS AND
COPYRIGHTS**

This RELEASE OF SECURITY INTEREST IN PATENTS, TRADEMARKS AND COPYRIGHTS (this "Release") is made as of June 17, 2011, by BANK OF AMERICA, N.A., as administrative agent and collateral agent (the "Assignee"), in favor of GSI COMMERCE SOLUTIONS, INC., a Pennsylvania corporation ("GSICS"), GSI COMMERCE, INC., a Delaware corporation (together with GSICS, the "Borrowers"), and each of the other signatories to the Collateral Assignment (as defined below) (together with the Borrowers, the "Assignors").

WHEREAS, pursuant to (i) that certain Credit Agreement dated as of February 9, 2011, and amended as of March 14, 2011, among the Borrowers, each guarantor party thereto, each of the lenders party thereto and the Assignee (as further amended, supplemented or otherwise modified from time to time prior to the date hereof, the "Credit Agreement") and (ii) the Patent, Trademark and Copyright Collateral Assignment, dated as of March 15, 2011 (as amended, supplemented or otherwise modified from time to time prior to the date hereof, the "Collateral Assignment"), the Assignors granted and conveyed to the Assignee a security interest in the Patents, Trademarks and Copyrights (as defined in the Collateral Assignment), including the registered trademarks, trademark applications, trade names, patents, patent applications, copyrights, copyright applications and domain names listed on Schedule A hereto;

WHEREAS, in connection with the termination of the Credit Agreement, the Assignors have informed the Assignee of their desire to obtain the release of the Assignee's security interest in the Patents, Trademarks and Copyrights; and

WHEREAS, in accordance with the provisions of the Credit Agreement and the Collateral Assignment, the Assignee desires to release its security interest in the Patents, Trademarks and Copyrights.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignee hereby agrees as follows:

1. The Assignee hereby fully terminates, waives, releases, discharges, relinquishes and abandons any and all liens, security interests, claims of liens or security interests, other rights, title, interest or goodwill, and claims of rights, title, interest or goodwill, of any kind or nature whatsoever, in and to the Patents, Trademarks and Copyrights, and the Assignee hereby irrevocably reassigns any and all rights, title, interest and goodwill that the Assignee may have in the Patents, Trademarks and Copyrights (if any) to the Assignors.

2. The Assignee hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect or confirm the full termination, waiver, release, discharge, relinquishment and abandonment of any and all liens, security interests, claims of liens or security interests, other rights, title, interest or goodwill, and claims of rights, title, interest or goodwill, of any kind or nature whatsoever, in and to the

Patents, Trademarks and Copyrights, and the reassignment of any and all rights, title, interest and goodwill that the Assignee may have in the Patents, Trademarks and Copyrights (if any) to the Assignors; provided that the Borrowers reimburse the Assignee (and the Borrowers hereby agree to reimburse the Assignee on demand) for all reasonable costs and expenses, including without limitation all fees and expenses of counsel, incurred in connection therewith.

3. This Release shall be binding upon the Assignee and its successors and assigns.

4. This Release shall be governed by and construed in accordance with the internal laws of the State of New York.

[Signature page follows]

IN WITNESS WHEREOF, the Assignee has executed this Release as of the date first above written.

BANK OF AMERICA, N.A.

By: Andrew Richards

Name: Andrew Richards

Title: SVP

Agreed and accepted:
GSI SOLUTIONS, INC.

By: _____

Name: Michael R. Conn

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

GSI COMMERCE SOLUTIONS, INC.

By: _____

Name: Michael R. Conn

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

IN WITNESS WHEREOF, the Assignee has executed this Release as of the date first above written.

BANK OF AMERICA, N.A.

By: _____

Name: _____

Title: _____

Agreed and accepted:
GSI SOLUTIONS, INC

By:  _____

Name: Michael R. Conn

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

GSI COMMERCE SOLUTIONS, INC.

By:  _____


Name: Michael R. Conn


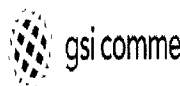
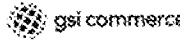
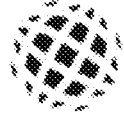
Title: Executive Vice President Finance,
Chief Financial Officer and Treasurer





SCHEDULE A

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
ZENDOR.COM	United Kingdom	2,210,976	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 56AU	RUE LA LA	Australia	Regular	Retail Convergence, Inc.	35	1352223	3/22/2010			3/22/2020
SMART 56BR	RUE LA LA	Brazil	Regular	Retail Convergence, Inc.	35	830569316	3/23/2010			
SMART 46CA	RETAIL CONVERGENCE	Canada	Intent To Use Application	Retail Convergence, Inc.	35	1402611	2/26/2008			12/15/2019
SMART 43CA	RUE LA LA	Canada	Intent To Use Application	Retail Convergence, Inc.	35	1402612	1/10/2008			5/2/2020
SMART 56CA	RUE LA LA	Canada	Intent To Use Application	Retail Convergence, Inc.	35	1474038	3/22/2010			
SMART 46EU	RETAIL CONVERGENCE	Community Trademark	Regular	Retail Convergence.com, LP.	35	7051766	2/26/2008	7051766	6/5/2009	5/23/2016
SMART 43EU	RUE LA LA	Community Trademark	Regular	Retail Convergence, Inc.	35	7051592	1/10/2008	7051592	3/19/2009	9/29/2016
SMART 56EU	RUE LA LA	Community Trademark	Regular	Retail Convergence, Inc.	35	8970394	3/22/2010	8970394	9/14/2010	3/31/2020
SMART 08	SMARTBARGAINS	Community Trademark	Regular	SmartBargains, Inc.	35 38 42	1960558	11/17/2000	1960558	6/5/2002	
SMART 56IN	RUE LA LA	India	Regular	Retail Convergence, Inc.	35	1947946	4/8/2010			4/8/2020
SMART 56JP	RUE LA LA	Japan	Regular	Retail Convergence, Inc.	35	2010-022213	3/23/2010	5364392	10/29/2010	10/29/2020
SMART 56MX	RUE LA LA	Mexico	Regular	Retail Convergence, Inc.	35	1078023	3/26/2010			3/26/2020

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	Supplement al 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

[[3262372]]

RECORDED: 08/11/2011

TRADEMARK
REEL: 004602 FRAME: 0591