

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
GILT GROUPE, INC.		11/01/2011	CORPORATION: DELAWARE
GILT CITY, INC.		11/01/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	PINNACLE VENTURES, L.L.C.
Street Address:	130 LYTTON AVENUE, SUITE 220
City:	PALO ALTO
State/Country:	CALIFORNIA
Postal Code:	94301
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Serial Number:	85311675	CITY UNLISTED
Serial Number:	85319108	GILT CITY
Serial Number:	85422536	ALEX + ALEX
Serial Number:	85447405	AVA & AIDEN
Serial Number:	85389885	BARROW & GROVE
Serial Number:	85271939	GILT
Serial Number:	77694996	GILT FRESH
Serial Number:	77271728	GILT GROUPE
Serial Number:	77843981	GILT MAN
Serial Number:	77843986	GILT MAN
Serial Number:	85104903	GILT MANUAL
Serial Number:	85278937	GILT NOIR
Serial Number:	85255293	GILT TASTE

CH \$615.00 85311675

Serial Number:	77843988	GILT[MAN]UAL
Serial Number:	85438262	KNK
Serial Number:	85438263	KNK
Serial Number:	85304568	LITTLE GILT
Serial Number:	85383073	LITTLE GILT
Serial Number:	85387019	LITTLE GILT
Serial Number:	85315331	PARK & BOND
Serial Number:	85315333	PARK & BOND
Serial Number:	85445065	RENVY
Serial Number:	77917880	SHOP LIKE A GUY DRESS LIKE A MAN
Serial Number:	85445059	ZOE & SAM

CORRESPONDENCE DATA

Fax Number: (650)493-6811

Phone: 650-496-7543

Email: nbouch@wsgr.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: WSGR, c/o Nancy Bouch, Senior Paralegal

Address Line 1: 650 Page Mill Road

Address Line 2: FH 2-1 P10

Address Line 4: Palo Alto, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER:	30897.059
NAME OF SUBMITTER:	Nancy Bouch
Signature:	/s/Nancy Bouch
Date:	11/02/2011

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of November 1, 2011, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Pinnacle Ventures, L.L.C., as agent (in such capacity, "Agent") for Lenders (as defined in the Loan Agreement referred to below).

RECITALS

A. Pursuant to the Loan and Security Agreement, dated as of November 1, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), by and among Gilt Groupe, Inc., a Delaware corporation ("Borrower"), the other Loan Parties, Agent and Lenders from time to time party thereto, Agent and Lenders have agreed to make certain financial accommodations to Borrower upon the terms and subject to the conditions set forth therein.

B. Pursuant to the Loan Agreement, each Grantor has granted to Agent (for the benefit of Agent and Lenders) a Lien upon all the present and future rights, title, and interest that such Grantor may now have or hereafter acquire in all Patents, Trademarks, Copyrights, Patent Licenses, Trademark Licenses, Copyright Licenses, and applications for Patents, Trademarks and Copyrights.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and to induce Agent and Lenders to continue to make financial accommodations under the Loan Agreement, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Loan Agreement.

Section 2. Grant of Security Interest in Intellectual Property Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of Agent and Lenders, and grants to Agent, for the benefit of Agent and Lenders, a Lien on all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Intellectual Property Collateral"):

(a) all of its Copyrights providing for grant by or to such Grantor of any right under any Copyright, including, without limitation, those referred to on Schedule 1 hereto, together with all renewals, reversions and extensions thereof;

(b) all of its Patents providing for grant by or to such Grantor of any right under any Patent, including, without limitation, those referred to on Schedule 1 hereto, together with all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect thereto, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof;

(c) all of its Trademarks providing for grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto, together with all renewals and extensions thereof, and all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, Proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Loan Agreement. The Lien granted pursuant to this Intellectual Property Security Agreement is granted in conjunction with the Lien granted to Agent pursuant to the Loan Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the Lien in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Intellectual Property and Licenses subject to a Lien hereunder.

Section 5. Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Intellectual Property Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of California.

[signature pages follow]

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

"Grantors"

GILT GROUPE, INC.

By: [Signature]
Name: Kevin Ryan
Title: Chief Executive Officer and Executive Vice President

GILT CITY, INC.

By: [Signature]
Name: Kevin Ryan
Title: Chairman of the Board

ACCEPTED AND AGREED
as of the date first above written:

"Agent"

PINNACLE VENTURES, L.L.C.

By: _____
Name: _____
Title: _____

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

"Grantors"

GILT GROUPE, INC.

GILT CITY, INC.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ACCEPTED AND AGREED
as of the date first above written:

"Agent"

PINNACLE VENTURES, L.L.C.

By: Robert N. Savoie
Name: Robert N. Savoie
Title: Chief Operating Officer

SCHEDULE I
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Intellectual Property Registrations

1. REGISTERED COPYRIGHTS

None.

2. COPYRIGHT APPLICATIONS

None.

3. REGISTERED PATENTS

None.

4. PATENT APPLICATIONS

None.

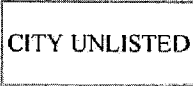

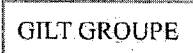

5. REGISTERED TRADEMARKS


See attached.


6. TRADEMARK APPLICATIONS


See attached.


Trademark Records By Owner


Owner	Trademark	Country	Application No.	Registration No.	Registration Date	Classes	Status
Gilt City, Inc.							
	CITY UNLISTED						
Gilt City, Inc.		United States of America	85311675			41	Pending
GILT CITY							
Gilt City, Inc.		United States of America	85319108			35	Pending
Gilt Groupe, Inc.							
	GILT GROUPE						
Gilt Groupe, Inc.		Australia	1376392	1376392	Apr 4 2011	35	Registered
	GILT GROUPE						
Gilt Groupe, Inc.		Canada	1491422	not registered			Pending
	GILT GROUPE						
Gilt Groupe, Inc.		China	8575197			35	Pending
	GILT GROUPE						
Gilt Groupe, Inc.		CTM	009301052	009301052	Jan 21 2011	35	Registered
	GILT GROUPE						
Gilt Groupe, Inc.		India	2006755			35	Pending
	GILT						
Gilt Groupe, Inc.		Japan	2011-11146			35	Pending
	GILT GROUPE						
Gilt Groupe, Inc.		Japan	2008-071798	5316904	Apr 16 2010	35	Registered


GILT GROUPE
Gilt Groupe, Inc.  Mexico 1110121 1214493 Apr 28 2011 35 Registered


GILT GROUPE
Gilt Groupe, Inc.  Republic of Korea (South) 4120100020263 35 Pending


GILT GROUPE
Gilt Groupe, Inc.  Russian Federation 2010725558 440071 Jun 29 2011 35 Registered


GILT GROUPE
Gilt Groupe, Inc.  Taiwan 099055644 35 Pending










ALEX + ALEX
Gilt Groupe, Inc.  United States of America 85422536 25 Pending









AVA & AIDEN
Gilt Groupe, Inc.  United States of America 85447405 25 Pending

BARROW & GROVE
Gilt Groupe, Inc.  United States of America 85389885 25 Pending

GILT
Gilt Groupe, Inc.  United States of America 85271939 35 Pending

GILT FRESH
Gilt Groupe, Inc.  United States of America 77694996 35 Pending

GILT GROUPE	
Gilt Groupe, Inc.	 United States of America 77271728 3680404 Sep 8 2009 35 Registered
GILT MAN	
Gilt Groupe, Inc.	 United States of America 77843981 3920768 Feb 15 2011 35 Registered
GILT MAN	
Gilt Groupe, Inc.	 United States of America 77843986 35 Pending
GILT MANUAL	
Gilt Groupe, Inc.	 United States of America 85104903 3967967 May 24 2011 35 Registered
GILT NOIR	
Gilt Groupe, Inc.	 United States of America 85278937 35 Pending
GILT TASTE	
Gilt Groupe, Inc.	 United States of America 85255293 35 Pending
GILT[MAN]UAL	
Gilt Groupe, Inc.	 United States of America 77843988 35 Pending
KNK	
Gilt Groupe, Inc.	 United States of America 85438262 18 Pending
KNK	
Gilt Groupe, Inc.	 United States of America 85438263 9 Pending

LITTLE GILT								
Gilt Groupe, Inc.		United States of America	85304568			35		Pending
LITTLE GILT								
Gilt Groupe, Inc.		United States of America	85383073			25		Pending
LITTLE GILT								
Gilt Groupe, Inc.		United States of America	85387019			24		Pending
PARK & BOND								
Gilt Groupe, Inc.		United States of America	85315331			35		Pending
PARK & BOND								
Gilt Groupe, Inc.		United States of America	85315333			45		Pending
RENVY								
Gilt Groupe, Inc.		United States of America	85445065			25		Pending
SHOP LIKE A GUY DRESS LIKE A MAN								
Gilt Groupe, Inc.		United States of America	77917880	3938921	Mar 29 2011	35		Registered
ZOE & SAM								
Gilt Groupe, Inc.		United States of America	85445059			25		Pending