

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY												
CONVEYING PARTY DATA													
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>TriplePoint Capital LLC</td> <td></td> <td>11/08/2011</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> </tbody> </table>	Name	Formerly	Execution Date	Entity Type	TriplePoint Capital LLC		11/08/2011	LIMITED LIABILITY COMPANY: DELAWARE					
Name	Formerly	Execution Date	Entity Type										
TriplePoint Capital LLC		11/08/2011	LIMITED LIABILITY COMPANY: DELAWARE										
RECEIVING PARTY DATA													
Name:	Gilt Travel, Inc.												
Street Address:	2 Park Avenue												
City:	New York												
State/Country:	NEW YORK												
Postal Code:	10016												
Entity Type:	CORPORATION: DELAWARE												
PROPERTY NUMBERS Total: 3													
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> <th>Word Mark</th> </tr> </thead> <tbody> <tr> <td>Serial Number:</td> <td>77786099</td> <td>GILT TRAVEL</td> </tr> <tr> <td>Serial Number:</td> <td>85367555</td> <td>JETSET HOMES</td> </tr> <tr> <td>Serial Number:</td> <td>77786086</td> <td>JETSETTER</td> </tr> </tbody> </table>	Property Type	Number	Word Mark	Serial Number:	77786099	GILT TRAVEL	Serial Number:	85367555	JETSET HOMES	Serial Number:	77786086	JETSETTER	
Property Type	Number	Word Mark											
Serial Number:	77786099	GILT TRAVEL											
Serial Number:	85367555	JETSET HOMES											
Serial Number:	77786086	JETSETTER											
CORRESPONDENCE DATA													
Fax Number:	(413)725-3590												
Email:	alucas@gilt.com												
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>													
Correspondent Name:	Allison Lucas, Gilt Travel, Inc.												
Address Line 1:	2 Park Avenue												
Address Line 4:	New York, NEW YORK 10016												
NAME OF SUBMITTER:	Allison Lucas												
Signature:	/allisonlucas/												
Date:	11/10/2011												
Total Attachments: 3 source=GiltTravel_IP_Release_11-8-11-1#page1.tif source=GiltTravel_IP_Release_11-8-11-1#page2.tif source=GiltTravel_IP_Release_11-8-11-1#page3.tif													

OP \$90.00 77786099

TRADEMARK

900206840

REEL: 004658 FRAME: 0530

**TERMINATION AND RELEASE OF
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Termination"), dated as of November 8, 2011, is executed by TriplePoint Capital LLC, as agent (in such capacity, "Agent") for the Lenders (as defined in the Loan Agreement referred to below), in favor of Gilt Travel, Inc., a Delaware corporation (the "Grantor"). Capitalized terms used herein have the respective meanings specified in the Loan Agreement referred to below.

RECITALS

WHEREAS, in connection with that certain Amended and Restated Loan and Security Agreement dated as of October 26, 2010 (as amended, amended and restated, supplemented or otherwise modified and in effect as of the date hereof, the "Loan Agreement"), by and among Gilt Groupe, Inc., a Delaware corporation ("Borrower"), the other Loan Parties, Agent and Lenders, and that certain Intellectual Property Security Agreement dated as of October 22, 2010 (as amended, amended and restated, supplemented or otherwise modified and in effect as of the date hereof, the "Security Agreement"), by Borrower, the Grantor and Gilt City, Inc., a Delaware corporation, in favor of Agent, the Grantor has granted to Agent a security interest in its Collateral, which included all of the Grantor's Intellectual Property.

WHEREAS, the Security Agreement was recorded with the Trademark Division of the United States Patent and Trademark Office on October 25, 2010 at Reel/Frame 004303/0546 to evidence the security interest granted under the Security Agreement.

WHEREAS, Agent has agreed to terminate and release its security interest in the Collateral owned by the Grantor, which includes all of the Intellectual Property owned by the Grantor.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Agent expressly terminates and releases its security interest in the Grantor's Intellectual Property Collateral, now or hereafter owned, existing, created, acquired or held, including:

(a) all of the Grantor's Copyrights and all Licenses providing for grant by or to the Grantor of any right under any Copyright, including, without limitation, those referred to on

Schedule I attached hereto and made a part hereof, together with any and all renewals, reversions and extensions thereof;


(b) all of the Grantor's Patents and all Licenses providing for grant by or to the Grantor of any right under any Patent, including, without limitation, those referred to on Schedule I attached hereto and made a part hereof, 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 the Grantor's Trademarks and all Licenses providing for grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I attached hereto and made a part hereof, together with any and all renewals and extensions thereof, and all goodwill of the business connection 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.

IN WITNESS WHEREOF, Agent has executed and delivered this Termination as of the date first set forth above.

TRIPLEPOINT CAPITAL LLC, as Agent

By: 
Name: KEVIN W. THORNE
Title: SVP LEGAL

**SCHEDULE I
TO
TERMINATION AND RELEASE OF
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

Owner	Trademark	Country	Application No.	Registration No.	Registration Date	Classes	Status
Gilt Travel, Inc.	GILT TRAVEL	United States of America	77786099	--	--	39, 41, 43	Pending
Gilt Travel, Inc.	JETSET HOMES	United States of America	85367555	--	--	43	Pending
Gilt Travel, Inc.	JETSETTER	United States of America	77786086	3958544	May 10, 2011	39, 41, 43	Registered