

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BuyWithMe, Inc.		11/01/2011	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Gilt City Limited		
<b>Street Address:</b>	Connaught House, 1 Burlington Road		
<b>City:</b>	Dublin 4		
<b>State/Country:</b>	IRELAND		
<b>Entity Type:</b>	Private Limited Company: IRELAND		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Serial Number:	77722987	BUYWITHME	
Serial Number:	77979227	BUYWITHME	
Serial Number:	77916976	LET'S GET IT, TOGETHER	
Serial Number:	85296342	BUYWITHTHREE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(646)524-9496		
<b>Email:</b>	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>			
<b>Correspondent Name:</b>	Allison Lucas, Gilt City Limited		
<b>Address Line 1:</b>	2 Park Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10016		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Allison Lucas		
<b>Address Line 1:</b>	2 Park Avenue, 4th Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10016		

OP \$115.00 77722987

NAME OF SUBMITTER:	Allison Lucas
Signature:	/alucas/
Date:	11/30/2011
<b>Total Attachments: 5</b> source=Trademark Assignment (executed)#page1.tif source=Trademark Assignment (executed)#page2.tif source=Trademark Assignment (executed)#page3.tif source=Trademark Assignment (executed)#page4.tif source=Trademark Assignment (executed)#page5.tif	

## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement"), dated as of November 1, 2011, is entered into by and between Gilt City Limited, a private limited company under the laws of the Republic of Ireland (together with any successors, legal representatives or assigns thereof, "Assignee"), and BuyWithMe, Inc., a Delaware corporation ("Assignor").

WHEREAS, Assignee and Assignor are parties to that certain Asset Purchase Agreement (the "Asset Purchase Agreement") dated as of November 1, 2011, pursuant to which Assignee acquired certain assets of Assignor, including, but not limited to, certain intellectual property rights; and

WHEREAS, Assignor owns, and has adopted for use in its business, the service marks, trademarks and trade names set forth on the attached Schedule A, together with all registrations and applications therefor (collectively, the "Marks"). Assignee desires to acquire all worldwide right, title and interest in, to and under the Marks. Capitalized terms used but not otherwise defined herein shall have the meaning given such terms in the Asset Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. Assignor hereby irrevocably conveys, transfers and assigns to Assignee all worldwide right, title and interest in and to the Marks, together with all rights of action accrued, accruing and to accrue under and by virtue hereof, including all right to sue or otherwise recover for past infringement and to receive all damages, payments, costs and fees associated therewith. The assignment of the Marks granted herein includes an assignment of all goodwill associated therewith.

2. Assignor further assigns all rights, and empowers Assignee, its successors, assigns and nominees, to make applications for trademark or other intellectual property registration or protection anywhere in the world, to claim and receive the benefit of any applicable rights of priority in connection with such applications, to prosecute such applications to issue, and to have any and all registrations issued in the name of Assignee.

3. Assignor further agrees that Assignor will execute, verify, acknowledge and deliver all such further papers, including applications and instruments of transfer, and perform such other acts as Assignee lawfully and reasonably may request, to facilitate Assignee's right to obtain, protect, maintain, defend or enforce any of the rights granted hereunder. In the event that Assignee is unable for any reason whatsoever to secure Assignor's signature to any document when so required to effectuate fully this Agreement, Assignor hereby irrevocably designates and appoints Assignee and Assignee's duly authorized officers and agents, as Assignor's agents and attorneys-in-fact to act for and on its behalf and instead of it, to execute and file any such document and to do all other lawfully permitted acts to further the purposes of the foregoing, with the same legal force and effect as if executed by Assignor (it being acknowledged that such appointment is irrevocable and a power coupled with an interest).

4. Nothing in this instrument, expressed or implied, is intended or shall be construed to confer upon or give to any Person other than Assignor and Assignee, their respective successors and assigns, any remedy or claim under or by reason of this instrument or any term, covenant or condition hereof, and all of the terms, covenants, conditions, promises and agreements contained in this instrument shall be for the sole and exclusive benefit of each of Assignor and Assignee, and their respective successors and assigns.

5. This instrument is being executed by Assignor and Assignee and shall be binding upon each of Assignor and Assignee, their respective successors and assigns, for the uses and purposes above set forth and referred to, and shall be effective as of the date hereof.

6. This instrument shall be construed and interpreted in accordance with the Laws of the State of New York without regard to its provisions concerning conflicts of Laws, choice of Law, choice of forum, or principles that might otherwise refer construction or interpretation of this instrument to the substantive Law of another jurisdiction.

7. This instrument may be executed in counterparts (delivery of which may occur via facsimile or electronic mail attachment in "pdf" or similar format), each of which shall be binding as of the date first written above, and all of which shall constitute one and the same instrument. Each such copy shall be deemed an original.

8. This instrument, together with the Asset Purchase Agreement and other documents, instruments and agreements specifically referred to herein or therein or delivered pursuant hereto or thereto, sets forth the entire understanding of Assignee and Assignor with respect to the transactions contemplated hereby and supersedes all prior agreements or understandings among the parties hereto regarding those matters.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment Agreement to be executed by the signature of its duly authorized officer as of the date above first written.

**ASSIGNEE:**

**GILT CITY LIMITED**

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

Name:

Title:

**ASSIGNOR:**

**BUYWITHME, INC.**

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

Name:

Title:

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment Agreement to be executed by the signature of its duly authorized officer as of the date above first written.


ASSIGNEE:

GILT CITY LIMITED

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

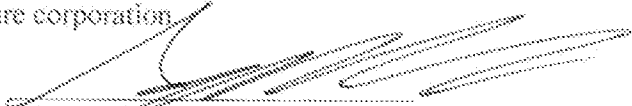
ASSIGNOR:

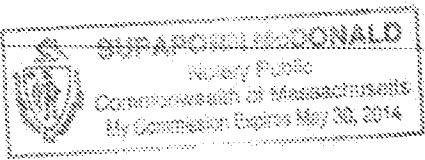
BUYWITHME, INC.

By:  \_\_\_\_\_  
Name: James J. Crowley  
Title: President and Chief Executive Officer

COMMONWEALTH OF MASSACHUSETTS  
COUNTY OF Suffolk, SS.

On this 1st day of November, 2011, before me, the undersigned notary public, personally appeared James J. Crowley, proved to me through satisfactory evidence of identification, which were MA Driver's license to be the person whose name is signed on the preceding or attached document, and who swore to me that the contents of the document are truthful and accurate to the best of his knowledge and belief as President and Chief Executive Officer of BuyWithMe, Inc., a Delaware corporation.

  
(official signature and seal of notary)

My commission expires \_\_\_\_\_  


[Signature Page to Trademark Assignment Agreement]

## SCHEDULE A

### Marks

Mark	Country	Status	Application Number	Filing Date	Registration Number	Registration Date	Class
BUYWITHME	USA	Registered	77/722987	4/27/2009	3944992	4/12/2011	16 Int.
BUY WITH ME	USA	Registered	77/979227	4/27/2009	3845298	9/7/2010	09 Int., 35 Int.
LET'S GET IT, TOGETHER	USA	Registered	77/916976	1/21/2010	3933501	3/22/2011	35 Int.
BUYWITHTHREE	USA	Published	85/296342	4/15/2011	n/a	n/a	35 Int.