

## 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                         |
| Wells Fargo Retail Finance, LLC   |  | 12/12/2007                   | LIMITED LIABILITY COMPANY: DELAWARE |
| RECEIVING PARTY DATA  |  |                              |                                     |
| Name:   | SmartBargains, Inc.                    |                              |                                     |
| Street Address:   | 40 Broad Street                        |                              |                                     |
| City:   | Boston                                 |                              |                                     |
| State/Country:  | MASSACHUSETTS                          |                              |                                     |
| Postal Code:  | 02109                                  |                              |                                     |
| Entity Type:  | CORPORATION: DELAWARE                  |                              |                                     |
| PROPERTY NUMBERS Total: 1   |  |                              |                                     |
| Property Type   | Number                                 | Word Mark                    |                                     |
| Registration Number:  | 3455584                                | YOUR PERSONAL BARGAIN HUNTER |                                     |
| CORRESPONDENCE DATA   |  |                              |                                     |
| Fax Number:   | (202)739-3001                          |                              |                                     |
| Phone:  | 2027395545                             |                              |                                     |
| Email:  | fgordon@morganlewis.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:   | Morgan, Lewis & Bockius LLP            |                              |                                     |
| Address Line 1:   | 1111 Pennsylvania Avenue, NW           |                              |                                     |
| Address Line 4:   | Washington, DISTRICT OF COLUMBIA 20004 |                              |                                     |
| NAME OF SUBMITTER:  | Felicia D. Gordon                      |                              |                                     |
| Signature:  | /Felicia D. Gordon/                    |                              |                                     |
| Date:   | 02/29/2012                             |                              |                                     |

CH \$40.00 3455584

Total Attachments: 7

source=Assignment#page1.tif

source=Assignment#page2.tif

source=Assignment#page3.tif

source=Assignment#page4.tif

source=Assignment#page5.tif

source=Assignment#page6.tif

source=Assignment#page7.tif

PAYOFF LETTER

December 12, 2007

SMARTBARGAINS, INC.  
SMARTBARGAINS.COM, LP  
SMARTBARGAINS SECURITY CORPORATION  
10 Milk Street  
Boston, MA 02108  
Attn: Edward McNamara, CFO

Ladies and Gentlemen:

This letter agreement refers to the financing arrangements among SmartBargains, Inc., a Delaware corporation, as agent (the "Lead Borrower") for the Borrowers party thereto, SmartBargains.com LP, a Delaware limited partnership, and SmartBargains Security Corporation, a Massachusetts corporation (the "Borrowers," and together with the Lead Borrower, individually and collectively, the "Borrowers") and Wells Fargo Retail Finance, LLC (the "Lender") evidenced by that certain Loan and Security Agreement, dated as of April 26, 2006, as amended to date ("Loan Agreement"; together with all related agreements, documents and instruments, including without limitation the Guarantee (hereinafter defined) and the other Loan Documents, collectively, the "Agreements") pursuant to which Lender has made loans and advances and provided other financial accommodations to Borrowers (collectively, the "Loans"). SB.COM, Inc. ("Obligor") guaranteed certain of the Borrowers' obligations to Lender under the Loan Agreement and the other Agreements pursuant to that certain Guaranty dated as of April 26, 2006 (the "Guarantee"). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Loan Agreement.

The existing equity owners of Lead Borrower, Retail Convergence, Inc., a Delaware corporation ("Parent") and SB Acquisition, Inc., a Delaware corporation and wholly-owned subsidiary of Parent ("Merger Sub") are parties to an Agreement and Plan of Merger dated as of December 7, 2007 (the "Merger Agreement"), pursuant to which Lead Borrower shall be merged into Merger Sub and Lead Borrower shall be the surviving entity and become the wholly-owned subsidiary of Parent (the transactions contemplated by the Merger Agreement being referred to herein as the "Merger").

Concurrently herewith, certain investors are investing cash as equity in Parent (the "Capital Contributions"). Parent is utilizing a portion of the proceeds of the Capital Contributions provided by the investors to Borrowers, together with funds on deposit in certain accounts maintained by Borrowers at Wells Fargo Bank, N.A. and other corporate funds, to repay any Loans and related indebtedness owed by Borrowers to Lender and to cash collateralize the

Outstanding Letter of Credit Obligations (hereinafter defined) and the Existing Letter of Credit (hereinafter defined).

In consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the undersigned hereby agree as follows:

1. Repayment.

(a) Borrowers shall pay or cause to be repaid to Lender, at Borrowers' cost and expense, by 2:00 p.m. (EST) on the date hereof by federal funds wire transfer, the amount of \$ [REDACTED] provided that per diem interest, in the amount of \$ [REDACTED], shall be charged on such amount if any of the conditions precedent set forth in Section 6 hereof are not satisfied by 5:00 p.m. (EST) on the date hereof (such amount plus such per diem interest, if applicable, "Payoff Amount") sent to:

Wells Fargo Bank  
San Francisco, CA  
ABA# 121-000-248  
Wells Fargo Retail Finance, LLC  
A/C# [REDACTED]  
Ref: SmartBargains

The Payoff Amount shall consist of \$ [REDACTED] of Cash Collateral (hereinafter defined) and the remainder of the Payoff Amount shall be applied to the outstanding Loans and to the other Obligations indicated below as follows:

- (i) \$ [REDACTED] on account of Revolver Advances;
- (ii) \$ [REDACTED] on account of the Applicable Prepayment Premium; and
- (iii) \$ [REDACTED] on account of legal fees, accrued interest, other costs and expenses of Lender.

(b) Each of the Borrowers and Obligor represents to Lender that the Letters of Credit and L/C Undertakings arising thereunder (together with the interest, fees, commissions, expenses, bank charges and other amounts arising under or in connection therewith, the "Outstanding Letters of Credit Obligations") listed on Exhibit A are currently outstanding under the Loan Agreement (after giving effect to the payment of the Payoff Amount), a copy of each of which is attached hereto as Exhibit B ("Existing Letters of Credit"). A portion of the Payoff Amount consists of certain cash collateral in the amount of \$ [REDACTED] ([REDACTED]% of the then extant Letter of Credit Usage) to be held by Lender (the "Cash Collateral") to secure the Borrowers' obligations with respect to the Outstanding Letters of Credit Obligations under the Existing Letters of Credit. Borrowers hereby grant to Lender and its Affiliates (including, but not limited to, Wells Fargo Bank, N.A.) a security interest in and right of set off against the Cash Collateral to secure the Borrowers' obligations with respect to the Outstanding Letters of Credit

Obligations and the Existing Letters of Credit. Lender is authorized, without any prior notice or demand, to debit and/or set off against the Cash Collateral to pay any amount due with respect to any of the Outstanding Letters of Credit Obligations and/or the Existing Letters of Credit. As soon as practicable, but no later than five (5) Business Days after the day that any Existing Letter of Credit has been drawn upon in full, expired without being renewed, otherwise cancelled or returned to Lender undrawn in full or in part, Lender shall remit, at Borrowers' expense, to the bank account specified by Borrowers, the remaining sum of (x) the Cash Collateral then held with respect to such Outstanding Letter of Credit Obligation less the amount of such Existing Letter of Credit drawn upon and (y) any Outstanding Letter of Credit Obligations arising and payable under or in connection with such Existing Letter of Credit.

## 2. Releases.

(a) Subject to the terms and conditions contained herein (including, without limitation, satisfaction of the conditions precedent set forth in Section 6 hereof), (i) the financing arrangements relating to the Loans as between Borrowers and Lender pursuant to the Loan Agreement and other Agreements are hereby terminated, canceled and of no further force and effect (other than the provisions set forth in the Loan Agreement and the other Agreements relating to Outstanding Letters of Credit Obligations (solely with respect to the Existing Letters of Credit) and the provisions of the Loan Agreement and the other Agreements for the benefit of Lender which, by their terms, survive the termination or cancellation of the Loan Agreement and the other Agreements, which shall each remain in full force and effect) and Lender shall have no further obligation to make any Loans, issue or arrange any Letters of Credit and/or L/C Undertakings or have any other obligations, duties or responsibilities in connection with the Loan Agreement and any other Agreements, (ii) all security interests and liens upon any and all properties and assets of Borrowers and Obligor (other than with respect to the Cash Collateral) heretofore granted by Borrowers and Obligor to Lender pursuant to the Loan Agreement and the other Agreements are hereby released and terminated, (iii) the Guarantee is hereby released and terminated, and (iv) all landlord waivers, control agreements, bailee letters or any other agreement in respect of any investment accounts held by Wells Fargo Bank, N.A. (if any) (governing the Collateral) executed and/or delivered in connection with the Loan Agreement and the other Agreements are hereby terminated. Upon satisfaction of the conditions precedent set forth in Section 6 hereof, Lender authorizes the Borrowers to file all necessary UCC termination statements, a copy of each of which is attached hereto at Exhibit C, at all applicable filing offices, to terminate the financing statements previously filed by Lender against Borrowers and Obligor ("UCC Terminations") and all other lien releases to evidence Lender's release of its liens on the Borrowers' and Obligor's assets (other than with respect to the Cash Collateral).

(b) Each Borrower and Obligor hereby releases, discharges and acquits Lender and its parent, subsidiaries, affiliates, officers, directors, agents, attorneys and employees and their respective successors and assigns, from all obligations to Borrowers and Obligor (and their successors and assigns) under the Loan Agreement and/or the other Agreements or otherwise and from any and all claims, demands, debts, accounts, contracts, liabilities, actions and causes of actions, whether in law or in equity, that Borrowers and/or Obligor at any time had or has, or that its and their successors and assigns hereafter can or may have against Lender and/or its parent, subsidiary, affiliates, officers, directors, agents, attorneys or employees and its

and their respective successors and assigns in connection with the Loan Agreement and/or the other Agreements.

3. Indemnification for Returned Items and Related Expenses. Borrowers agree to indemnify Lender from any and all loss, cost, damage or expense (including reasonable attorneys' fees) which Lender may suffer or incur at any time as a result of any non-payment, claim, refund, or dishonor of any checks or other similar items which have been credited by Lender to the account of Borrowers with Lender, together with any expenses or other charges incident thereto and in addition, Borrowers agree to pay Lender upon demand all costs and expenses (including reasonable attorney's fees) incurred in connection with this letter agreement, and any instruments or documents contemplated hereunder.

4. Rights in Instruments. Notwithstanding anything to the contrary contained herein, Lender reserves all of its rights in and to any checks or similar instruments for payment of money heretofore received by Lender (and accounted for in connection with calculating the Payoff Amount) in connection with its arrangements with Borrowers, and all of its rights to any monies due or to become due under said checks or similar instruments and/or all of its claims thereon.

5. Reinstatement. Notwithstanding anything to the contrary contained herein, in the event any payment made to, or other amount or value received by, Lender from or for the account of Borrowers and/or Obligor is avoided, rescinded, set aside or must otherwise be returned or repaid by Lender whether in any bankruptcy, reorganization, insolvency or similar proceeding involving Borrowers, Obligor or otherwise, the indebtedness intended to be repaid thereby shall be reinstated (without any further action by any party) and shall be enforceable against Borrowers and Obligor. In such event, Borrowers and Obligor shall be and remain liable to Lender for the amount so repaid or recovered to the same extent as if such amount had never originally been received by Lender.

6. Conditions Precedent. The effectiveness of the releases and terminations contained in Section 2 above and Lender's authorization to Borrowers to file any UCC Terminations or other release documents delivered in connection herewith, each, is subject to and conditioned upon the prior receipt by Lender of (a) the Payoff Amount and (b) an original of this letter duly executed by the parties hereto (or facsimile copy with an original to be delivered to Lender by overnight courier). If any of the conditions precedent set forth in this Section are not satisfied by 5:00 p.m. (EST) on December 12, 2007, this Payoff Letter shall be deemed to be null and void ab initio.

7. Further Assurances. At the request of Borrowers, at Borrowers' expense, Lender agrees to execute and deliver additional termination statements and such other and further documents and instruments reasonably acceptable to Lender, as may be reasonably requested in order to effect or evidence more fully the matters covered hereby.

8. JURY WAIVER. OBLIGOR, LENDER, AND EACH BORROWER, EACH, HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION ARISING UNDER THIS AGREEMENT OR THE TRANSACTION RELATED HERETO NOW EXISTING OR HEREAFTER ARISING, AND

WHETHER A CONTRACT, TORT, EQUITY OR OTHERWISE AND OBLIGOR, LENDER, AND EACH BORROWER, EACH, AGREE THAT ANY SUCH CLAIM, DEMAND, ACTION, CAUSE OF ACTION SHALL BE HEARD BY A COURT SITTING WITHOUT A JURY.

9. GOVERNING LAW. THE VALIDITY, INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT AND ANY DISPUTE ARISING OUT OF THE RELATIONSHIP BETWEEN THE PARTIES HERETO, WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE, SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE COMMONWEALTH OF MASSACHUSETTS (WITHOUT GIVING EFFECT TO PRINCIPLES OF CONFLICTS OF LAW).

10. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original hereof and submissible into evidence and all of which together shall be deemed to be a single instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Very truly yours,

WELLS FARGO RETAIL FINANCE, LLC

By: Robert C Chakarian

Name: Robert C Chakarian

Title: Vice President

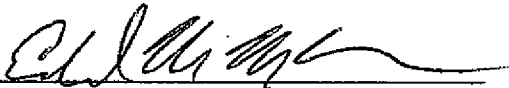
*[Signature Page 1 to Payoff Letter]*



ACKNOWLEDGED AND AGREED:

**BORROWERS:**

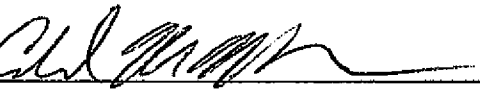
SMARTBARGAINS, INC.

By:   
Name: Edward M. McNamara  
Title: CFO

SMARTBARGAINS.COM, LP


By:   
Name: Edward M. McNamara  
Title: Treasurer

SMARTBARGAINS SECURITY CORPORATION

By:   
Name: Edward M. McNamara  
Title: Treasurer

**OBLIGOR:**

SB.COM, INC.

By:   
Name: Edward M. McNamara  
Title: Treasurer

*[Signature Page 2 to Payoff Letter]*