

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT			
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL			
CONVEYING PARTY DATA				
	Name	Formerly	Execution Date	Entity Type
	Smart Bargains, Inc.		03/05/2012	CORPORATION: DELAWARE
	RueLaLa, Inc.		03/05/2012	CORPORATION: DELAWARE
	Retail Convergence.com, LP		03/05/2012	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA				
Name:	ILS Holdings, LLC			
Street Address:	101 South State Road 7, Suite 201			
City:	Hollywood			
State/Country:	FLORIDA			
Postal Code:	33023			
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA			
PROPERTY NUMBERS Total: 6				
	Property Type	Number	Word Mark	
	Registration Number:	2672735	SMARTBARGAINS	
	Registration Number:	2606658	SMARTBARGAINS.COM	
	Registration Number:	3295716	SMARTBARGAINS.COM	
	Registration Number:	4033735	THE BARGAIN ALERT!	
	Registration Number:	3455584	YOUR PERSONAL BARGAIN HUNTER	
	Registration Number:	3137323	NEVER PAY RETAIL	
CORRESPONDENCE DATA				
Fax Number:	(305)604-2011			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>				
Phone:	305-604-2051			
Email:	lex@lexarian.com			
Correspondent Name:	Amaury Cruz, P.A.			

OP \$165.00 2672735

Address Line 1: 1560 Lenox Avenue, Suite 207  
Address Line 4: Miami Beach, FLORIDA 33139

ATTORNEY DOCKET NUMBER:	SMART BARGAINS
NAME OF SUBMITTER:	Amaury Cruz, Esq.
Signature:	/amaury cruz/
Date:	04/04/2012

Total Attachments: 5  
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**TRADEMARK ASSIGNMENT AGREEMENT**

This Trademark Assignment Agreement (this "Assignment Agreement"), dated as of March 5, 2012, is made and entered into by and among SmartBargains, Inc., a Delaware corporation, RueLaLa, Inc., a Delaware corporation and Retail Convergence.com, LP, a Delaware limited partnership (each an "Assignor" and collectively the "Assignors"), and ILS Holdings, LLC, a Florida limited liability company ("Assignee").

**RECITALS**

WHEREAS, Assignors and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), providing for, among other things, the sale, conveyance, transfer and delivery by Assignors of all rights, titles and interests in and to those marks and/or trade names set forth on Schedule A hereto (collectively, the "Marks").

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements contained in the Purchase Agreement, the parties hereto hereby agree as follows:

1. Capitalized terms used herein and not defined shall have the meanings assigned to them in the Purchase Agreement.
2. Each Assignor hereby sell, convey, assign and transfer to Assignee, and Assignee hereby purchases, acquires and accepts from Assignors, free and clear of any and all Liens, liabilities, or other restrictions, all of the right, title and interest in and to the respective Marks of such Assignor set forth next to such Assignor's name on Schedule A hereto.
3. For no additional consideration, Assignors agree to execute and deliver at any future date any additional documents that Assignee reasonably determines are required to perfect Assignee's ownership of or title to the Marks, including without limitation the execution, acknowledgment and recordation of specific assignments, oaths, declarations and other documents on a country-by-country basis, to assist Assignee in obtaining, perfecting, sustaining, and/or enforcing the Marks.
4. Assignors authorize and request the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record Assignee as the assignee and owner of any and all of Assignors' respective rights in the Marks.
5. This Assignment Agreement will be binding from and after its execution upon Assignors and Assignee and their respective successors and assigns.

6. This Assignment Agreement may not be amended or waived except in a writing executed by the party against which such amendment or waiver is sought to be enforced. No course of dealing between or among any persons having any interest in this Assignment Agreement will be deemed effective to modify or amend any part of this Assignment Agreement or any rights or obligations of any person under or by reason of this Assignment Agreement.

7. This Assignment Agreement may be executed in one or more counterparts, all of which shall constitute one and the same instrument. Any such counterpart, to the extent delivered by means of facsimile or an attachment to electronic mail shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

8. To the extent any term, condition, or provision of this Assignment Agreement is in any way inconsistent with or in conflict with any term, condition or provision of the Purchase Agreement, the Purchase Agreement shall govern and control.

9. This Assignment Agreement shall be construed, performed and enforced in accordance with, and governed by, the Laws of the State of Delaware (without giving effect to the principles of conflicts of Laws thereof).

**[SIGNATURE PAGE TO FOLLOW]**

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment Agreement effective as of the date first above written.

**ASSIGNORS:**

SMARTBARGAINS, INC.

By: \_\_\_\_\_  
Name: Steven C. Davis  
Title: President

RUELALA, INC.

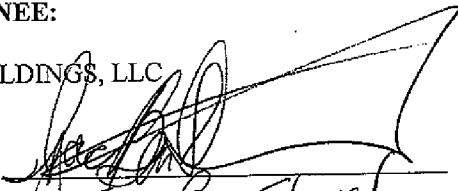
By: \_\_\_\_\_  
Name: Steven C. Davis  
Title: President

RETAIL CONVERGENCE.COM, LP

By: \_\_\_\_\_  
Name: Steven C. Davis  
Title: President

**ASSIGNEE:**

ILS HOLDINGS, LLC


By:   
Name: Isaac Ben-Shmuel  
Title: Owner

[Signature Page to Trademark Assignment Agreement]

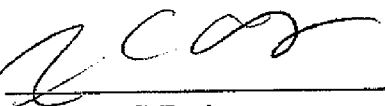
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**ASSIGNORS:**


SMARTBARGAINS, INC.

By:   
Name: Steven C. Davis  
Title: President

RUELALA, INC.

By:   
Name: Steven C. Davis  
Title: President

RETAIL CONVERGENCE.COM, LP

By:   
Name: Steven C. Davis  
Title: President

**ASSIGNEE:**

ILS HOLDINGS, LLC

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

[Signature Page to Trademark Assignment Agreement]

**SCHEDULE A*****Registered Marks:***

Mark	Seller	Country	Appl. No	Appl. Date	Reg. No.	Reg. Date	Renewal Date
SMARTBARGAINS	SmartBargains, Inc.	Community Trademark	1960558	11/17/00	1,960,558	6/5/02	
SMARTBARGAINS	Retail Convergence.com, LP.	United States	76/061,930	6/2/00	2,672,735	1/7/03	1/7/13
SMARTBARGAINS .COM	Retail Convergence.com, LP.	United States	76/091,529	7/18/00	2,606,658	8/13/02	8/13/22
SMARTBARGAINS .COM and design	Retail Convergence.com, LP.	United States	78/921,803	7/3/06	3,295,716	9/18/07	8/13/12
THE BARGAIN ALERT!	RueLaLa, Inc.	United States	85/112,172	8/20/10	4,033,735	10/4/11	10/4/21
YOUR PERSONAL BARGAIN HUNTER	Retail Convergence.com, LP.	United States	78/874,996	5/3/06	3,455,584	6/24/08	6/24/18
NEVER PAY RETAIL	RueLaLa, Inc.	United States	76/613,566	9/30/04	3,137,323	8/29/06	8/29/16

***Common Law Marks:***

"SmartShoppers Club" owned by Retail Convergence.com, LP.