

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 City, Inc.		06/29/2012	CORPORATION: DELAWARE
	Gilt City Groupe, Inc.		06/29/2012	CORPORATION: DELAWARE
	Gilt Travel, Inc.		06/29/2012	CORPORATION: DELAWARE
	Gilt Global Trading & Procurement Company Limited		06/29/2012	Private Limited Company: IRELAND
	Gilt City Limited		06/29/2012	Private Limited Company: IRELAND
RECEIVING PARTY DATA				
Name:	Silicon Valley Bank			
Street Address:	3003 Tasman Drive			
Internal Address:	HG 150			
City:	Santa Clara			
State/Country:	CALIFORNIA			
Postal Code:	95054			
Entity Type:	CORPORATION: CALIFORNIA			
PROPERTY NUMBERS Total: 61				
	Property Type	Number	Word Mark	
	Registration Number:	3944992	BUYWITHME	
	Registration Number:	3845298	BUYWITHME	
	Registration Number:	3933501	LET'S GET IT, TOGETHER	
	Registration Number:	4062902	BUYWITHTHREE	
	Registration Number:	4110262	CITY UNLISTED	
	Registration Number:	4151528	GILT CITY	
	Registration Number:	4074349	THE INDEX	
	Registration Number:	4142146	CITY UNLISTED	
	Serial Number:	85639384	LOVE YOUR CITY MORE	

CH \$1540.00 3944992

Registration Number:	3366517	DECORATI
Registration Number:	3978490	DECORATI
Registration Number:	3998817	GILT MAN
Registration Number:	3938921	SHOP LIKE A GUY DRESS LIKE A MAN
Serial Number:	77694996	GILT FRESH
Registration Number:	3920768	GILT MAN
Registration Number:	3680404	GILT GROUPE
Serial Number:	85304568	LITTLE GILT
Serial Number:	85315331	PARK & BOND
Registration Number:	3967967	GILT MANUAL
Serial Number:	85383073	LITTLE GILT
Serial Number:	85387019	LITTLE GILT
Serial Number:	85438263	KNK
Serial Number:	85438262	KNK
Serial Number:	85422536	ALEX + ALEX
Serial Number:	85389885	BARROW & GROVE
Serial Number:	85445059	ZOE & SAM
Serial Number:	85445065	RENVY
Serial Number:	85447405	AVA & AIDEN
Serial Number:	85476469	GEMMA CRUS
Serial Number:	85476481	BEST SOCIETY
Serial Number:	85474959	GILT MAN
Serial Number:	85474970	GILT MAN
Serial Number:	85474000	AVALEIGH
Serial Number:	85473735	MAIDEN LANE
Serial Number:	85473693	FIRTH
Serial Number:	85481508	BEST SOCIETY
Registration Number:	4073413	GILT NOIR
Registration Number:	4073370	GILT
Registration Number:	4126860	PARK & BOND
Registration Number:	4076359	GILT TASTE
Serial Number:	85526703	MONCOLLET
Serial Number:	85545485	EIGHTEEN68
Serial Number:	85549380	WYTHE NY
Serial Number:	85562672	TAILOR + SHOD

	85567289	ELORIE
Serial Number:	85607799	WINGTIP CLOTHIERS
Serial Number:	85607807	WINGTIP CLOTHIERS
Serial Number:	85607811	CLAPHAM
Serial Number:	85607804	WALL + WATER
Serial Number:	85609029	RUSSELL PARK
Serial Number:	85620269	PARK & BOND
Serial Number:	85620298	GILT
Serial Number:	85640660	EDEN & ESME
Serial Number:	85654269	DARTMOOR
Serial Number:	85655812	KAMI MATERNITY
Registration Number:	3958544	JETSETTER
Registration Number:	4108402	JETSET HOMES
Registration Number:	4105707	JETSETTER HOMES
Serial Number:	85620301	GILT TRAVEL
Serial Number:	85620300	GILT TRAVEL
Serial Number:	85620299	GILT TRAVEL

CORRESPONDENCE DATA

Fax Number: 3026365454
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 800-927-9801 x2348
Email: jpaterso@cscinfo.com
Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	261011
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	06/29/2012

Total Attachments: 24
source=6-29-12 Gilt City Inc-TM#page1.tif
source=6-29-12 Gilt City Inc-TM#page2.tif
source=6-29-12 Gilt City Inc-TM#page3.tif
source=6-29-12 Gilt City Inc-TM#page4.tif
source=6-29-12 Gilt City Inc-TM#page5.tif

source=6-29-12 Gilt City Inc-TM#page6.tif
source=6-29-12 Gilt City Inc-TM#page7.tif
source=6-29-12 Gilt City Inc-TM#page8.tif
source=6-29-12 Gilt City Inc-TM#page9.tif
source=6-29-12 Gilt City Inc-TM#page10.tif
source=6-29-12 Gilt City Inc-TM#page11.tif
source=6-29-12 Gilt City Inc-TM#page12.tif
source=6-29-12 Gilt City Inc-TM#page13.tif
source=6-29-12 Gilt City Inc-TM#page14.tif
source=6-29-12 Gilt City Inc-TM#page15.tif
source=6-29-12 Gilt City Inc-TM#page16.tif
source=6-29-12 Gilt City Inc-TM#page17.tif
source=6-29-12 Gilt City Inc-TM#page18.tif
source=6-29-12 Gilt City Inc-TM#page19.tif
source=6-29-12 Gilt City Inc-TM#page20.tif
source=6-29-12 Gilt City Inc-TM#page21.tif
source=6-29-12 Gilt City Inc-TM#page22.tif
source=6-29-12 Gilt City Inc-TM#page23.tif
source=6-29-12 Gilt City Inc-TM#page24.tif

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Gilt City, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: Delaware
 Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) June 29, 2012

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Silicon Valley Bank

Internal

Address: HG 150

Street Address: 3003 Tasman Drive

City: Santa Clara

State: CA

Country: USA Zip: 95054

- Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship CA
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

See Attached Exhibit C

B. Trademark Registration No.(s)

See Attached Exhibit C

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: _____

Internal Address: _____

Street Address: _____

City: _____

State: _____ Zip: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

6. Total number of applications and registrations involved:

60

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

Date

Lisa A. Cobbett

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

24

ADDITIONAL CONVEYING PARTIES:

Gilt City Groupe, Inc. - DE

Gilt Travel, Inc. - DE

Gilt Global Trading & Procurement Company Limited - IR

City City Limited - IR

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 29, 2012, by and among SILICON VALLEY BANK ("Bank"), Gilt City, Inc., a Delaware corporation ("City"), Gilt Groupe, Inc., a Delaware corporation ("Groupe"), Gilt Travel, Inc., a Delaware corporation ("Travel"), Gilt Global Trading & Procurement Company Limited, a private limited company incorporated under the laws of Ireland ("GGTP"), and Gilt City Limited, a private limited company incorporated under the laws of Ireland ("GCL", and together with City, Groupe, Travel and GGTP, collectively, the "Grantors", and each individually, a "Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to the Grantors (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement, dated as of the date hereof, by and among Bank, each Grantor and the other loan parties party thereto (the Grantors and such other loan parties are hereinafter, jointly and severally, individually and collectively referred to herein as "Borrower") (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Borrower, but only upon the condition, among others, that each Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is defined below) to secure the obligations of Borrower under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, each Grantor has granted to Bank a security interest in all of such Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, each Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure Borrower's obligations under the Loan Agreement, each Grantor grants and pledges to Bank a security interest in all of such Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

1. Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

2. Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

3. Any and all design rights that may be available to such Grantor now or hereafter existing, created, acquired or held;

4. All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

5. Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of such Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

6. All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

7. Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

8. All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

9. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

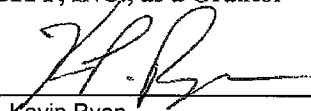
10. All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

[Signature page follows]

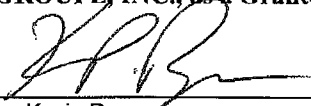
IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GILT CITY, INC., as a Grantor

By: 
Name: Kevin Ryan
Title: President and Chairman of the Board

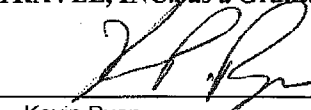
Address: 2 Park Avenue, 4th Floor
New York, New York 10016
Attention: General Counsel

GILT GROUPE, INC., as a Grantor

By: 
Name: Kevin Ryan
Title: President and CEO

Address: 2 Park Avenue, 4th Floor
New York, New York 10016
Attention: General Counsel

GILT TRAVEL, INC., as a Grantor


By: 
Name: Kevin Ryan
Title: President and CEO

Address: 2 Park Avenue, 4th Floor
New York, New York 10016
Attention: General Counsel

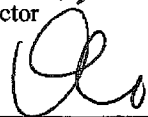
[Signature Page to Intellectual Property Security Agreement]

**GILT GLOBAL TRADING &
PROCUREMENT COMPANY LIMITED, as a
Grantor**

PRESENT when the common seal of GILT
GLOBAL TRADING & PROCUREMENT
COMPANY LIMITED
was hereunto affixed:-



Director

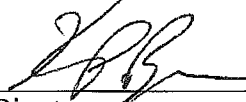


Director/Secretary*

Address: Connaught House
1 Burlington Road
Dublin 4, Ireland
Attention: General Counsel

GILT CITY LIMITED, as a Grantor

PRESENT when the common seal of GILT CITY
LIMITED
was hereunto affixed:-



Director




Director/Secretary*

Address: Connaught House
1 Burlington Road
Dublin 4, Ireland
Attention: General Counsel

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 004811 FRAME: 0339

SILICON VALLEY BANK, as Bank

By: 
Name: *Michael Moretti*
Title: *SVP*

Address: 505 Fifth Avenue, 11th Floor
New York, New York 10017
Attention: Mr. Michael Moretti

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 004811 FRAME: 0340

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

None.

EXHIBIT C

Trademarks

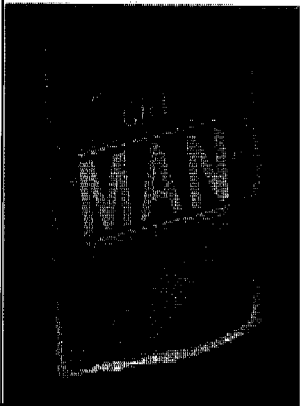
See attached.

OWNER	COUNTRY	TRADEMARK	APPLICATION NO.	APPLICATION DATE	REGISTRATION NO.	REGISTRATION DATE	CLASSES
Gilt City Limited	USA	BUYWITHME	77722987	Apr-27-2009	3944992	Apr-12-2011	16
Gilt City Limited	USA	BUYWITHME	77979227	Apr-27-2009	3845298	Sep-7-2010	9, 35
Gilt City Limited	USA	LET'S GET IT, TOGETHER	77916976	Jan-21-2010	3933501	Mar-22-2011	35
Gilt City Limited	USA	BUYWITHTHREE	85296342	Apr-15-2011	4062902	Nov-29-2011	35
Gilt City, Inc.	USA	CITY UNLISTED	85311675	May-4-2011	4110262	Mar-6-2012	41
Gilt City, Inc.	USA	GILT CITY	85319108	May-12-2011	4151528	Jan-31-2012	35
Gilt City, Inc.	USA	THE INDEX	85367562	Jul-11-2011	4074349	Dec-20-2011	35
Gilt City, Inc.	USA	CITY UNLISTED	85422070	Sep-14-2011	4142146	May-15-2012	43

OWNER	COUNTRY	TRADEMARK	APPLICATION NO.	APPLICATION DATE	REGISTRATION NO.	REGISTRATION DATE	CLASSES
Gilt City, Inc.	USA	LOVE YOUR CITY MORE	85639384	May-31-2012	Pending		35
Gilt Global Trading & Procurement Company Limited	CTM	DECORATI	7310221	Oct-13-2008	7310221	Feb-17-2010	9, 16, 35, 38, 41, 42
Gilt Global Trading & Procurement Company Limited	United Kingdom	DECORATI	2500522	Oct-21-2008	2500522	Oct-21-2008	09, 16, 35, 38, 41, 42
Gilt Global Trading & Procurement Company Limited	USA	DECORATI	77091286	Jan-25-2007	3366517	Jan-8-2008	35
Gilt Global Trading & Procurement Company Limited	USA	DECORATI	77510359	Jun-27-2008	3978490	Jun-14-2011	35, 38, 41, 42
Gilt Groupe, Inc.	Australia	GILT GROUPE	1376392	Aug-6-2010	1376392	Apr-4-2011	35
Gilt Groupe, Inc.	Australia	GILT	1466181	Dec-20-2011	Pending		35

OWNER	COUNTRY	TRADEMARK	APPLICATION NO.	APPLICATION DATE	REGISTRATION NO.	REGISTRATION DATE	CLASSES
Gilt Groupe, Inc.	Canada	GILT GROUPE	1491422	Aug-6-2010	820649	Mar-26-2012	Services
Gilt Groupe, Inc.	Canada	GILT	1556544	Dec-15-2011	Pending		
Gilt Groupe, Inc.	China	GILT GROUPE	8575197	Aug-16-2010	Pending		35
Gilt Groupe, Inc.	China	GILT	10724111	Apr-5-2012	Pending		35
Gilt Groupe, Inc.	China	GILT	10724110	Apr-5-2012	Pending		25
Gilt Groupe, Inc.	CTM	GILT GROUPE	9301052	Aug-6-2010	9301052	Jan-21-2011	35
Gilt Groupe, Inc.	CTM	GILT	10545291	Jan-6-2012	10545291	May-09-2012	25, 35, 41

OWNER	COUNTRY	TRADEMARK	APPLICATION NO.	APPLICATION DATE	REGISTRATION NO.	REGISTRATION DATE	CLASSES
Gilt Groupe, Inc.	Hong Kong	GILT	302183193	Mar-7-2012	Pending	May-11-2012	25, 35
Gilt Groupe, Inc.	India	GILT GROUPE	2006755	Aug-10-2010	Pending		35
Gilt Groupe, Inc.	Japan	GILT ギルト	2011-11146	Feb-18-2011	5448169	Nov-4-2011	35
Gilt Groupe, Inc.	Japan	GILT GROUPE	2008-071798	Sep-1-2008	5316904	Apr-16-2010	35
Gilt Groupe, Inc.	Mexico	GILT GROUPE	1110121	Aug-5-2010	1214493	Apr-28-2011	35
Gilt Groupe, Inc.	Republic of Korea (South)	GILT GROUPE	41201020263	Aug-9-2010	220807	Nov-9-2011	35

OWNER	COUNTRY	TRADEMARK	APPLICATION NO.	APPLICATION DATE	REGISTRATION NO.	REGISTRATION DATE	CLASSES
Gilt Groupe, Inc.	Republic of Korea (South)	GILT	41201140956	Dec-21-2011	Pending		35
Gilt Groupe, Inc.	Russian Federation	GILT GROUPE	2010725558	Aug-6-2010	440071	Jun-29-2011	35
Gilt Groupe, Inc.	Taiwan	GILT GROUPE	99055644	Nov-9-2010	01485817	Nov-16-2011	35
Gilt Groupe, Inc.	USA		77843986	Oct-7-2009	3998817	Jul-19-2011	35
Gilt Groupe, Inc.	USA	SHOP LIKE A GUY DRESS LIKE A MAN	77917880	Jan-22-2010	3938921	Mar-29-2011	35

OWNER	COUNTRY	TRADEMARK	APPLICATION NO.	APPLICATION DATE	REGISTRATION NO.	REGISTRATION DATE	CLASSES
Gilt Groupe, Inc.	USA	GILT FRESH	77694996	Mar-19-2009	Pending		35
Gilt Groupe, Inc.	USA	GILT MAN	77843981	Oct-7-2009	3920768	Feb-15-2011	35
Gilt Groupe, Inc.	USA	GILT GROUPE	77271728	Sep-5-2007	3680404	Sep-8-2009	35
Gilt Groupe, Inc.	USA	LITTLE GILT	85304568	Apr-26-2011	Pending		35
Gilt Groupe, Inc.	USA	PARK & BOND	85315331	May-9-2011	Pending		35
Gilt Groupe, Inc.	USA	GILT MANUAL	85104903	Aug-11-2010	3967967	May-24-2011	35





OWNER	COUNTRY	TRADEMARK	APPLICATION NO.	APPLICATION DATE	REGISTRATION NO.	REGISTRATION DATE	CLASSES
Gilt Groupe, Inc.	USA	LITTLE GILT	85383073	Jul-28-2011	Pending		25
Gilt Groupe, Inc.	USA	LITTLE GILT	85387019	Aug-2-2011	Pending		24
Gilt Groupe, Inc.	USA	KNK	85438263	Oct-3-2011	Pending		9
Gilt Groupe, Inc.	USA	KNK	85438262	Oct-3-2011	Pending		18
Gilt Groupe, Inc.	USA	ALEX + ALEX	85422536	Sep-14-2011	Pending		25
Gilt Groupe, Inc.	USA	BARROW & GROVE	85389885	Aug-4-2011	Pending		25

OWNER	COUNTRY	TRADEMARK	APPLICATION NO.	APPLICATION DATE	REGISTRATION NO.	REGISTRATION DATE	CLASSES
Gilt Groupe, Inc.	USA	ZOE & SAM	85445059	Oct-12-2011	Pending		25
Gilt Groupe, Inc.	USA	RENVY	85445065	Oct-12-2011	Pending		25
Gilt Groupe, Inc.	USA	AVA & AIDEN	85447405	Oct-14-2011	Pending		25
Gilt Groupe, Inc.	USA	GEMMA CRUS	85476469	Nov-18-2011	Pending		14
Gilt Groupe, Inc.	USA	BEST SOCIETY	85476481	Nov-18-2011	Pending		14
Gilt Groupe, Inc.	USA	GILT MAN	85474959	Nov-17-2011	Pending		18

OWNER	COUNTRY	TRADEMARK	APPLICATION NO.	APPLICATION DATE	REGISTRATION NO.	REGISTRATION DATE	CLASSES
Gilt Groupe, Inc.	USA	GILT MAN	85474970	Nov-17-2011	Pending		25
Gilt Groupe, Inc.	USA	AVALEIGH	85474000	Nov-16-2011	Pending		25
Gilt Groupe, Inc.	USA	MAIDEN LANE	85473735	Nov-16-2011	Pending		25
Gilt Groupe, Inc.	USA	FIRTH	85473693	Nov-16-2011	Pending		25
Gilt Groupe, Inc.	USA	BEST SOCIETY	85481508	Nov-28-2011	Pending		25
Gilt Groupe, Inc.	USA	GILT NOIR	85278937	Mar-28-2011	4073413	Dec-20-2011	35

OWNER	COUNTRY	TRADEMARK	APPLICATION NO.	APPLICATION DATE	REGISTRATION NO.	REGISTRATION DATE	CLASSES
Gilt Groupe, Inc.	USA	GILT	85271939	Mar-21-2011	4073370	Dec-20-2011	35
Gilt Groupe, Inc.	USA	PARK & BOND	85315333	May-9-2011	4126860	Apr-10-2012	45
Gilt Groupe, Inc.	USA	GILT TASTE	85255293	Mar-2-2011	4076359	Dec-27-2011	35
Gilt Groupe, Inc.	USA	MONCOLLET	85526703	Jan-27-2012	Pending		25
Gilt Groupe, Inc.	USA	EIGHTEEN68	85545485	Feb-17-2012	Pending		25
Gilt Groupe, Inc.	USA	WYTHE NY	85549380	Feb-22-2012	Pending		25

OWNER	COUNTRY	TRADEMARK	APPLICATION NO.	APPLICATION DATE	REGISTRATION NO.	REGISTRATION DATE	CLASSES
Gilt Groupe, Inc.	USA	TAILOR + SHOD	85562672	Mar-7-2012	Pending		25
Gilt Groupe, Inc.	USA	ELORIE	85567289	Mar-12-2012	Pending		18, 25
Gilt Groupe, Inc.	USA	WINGTIP CLOTHIERS	85607799	Apr-25-2012	Pending		18
Gilt Groupe, Inc.	USA	WINGTIP CLOTHIERS	85607807	Apr-25-2012	Pending		25
Gilt Groupe, Inc.	USA	CLAPHAM	85607811	Apr-25-2012	Pending		25
Gilt Groupe, Inc.	USA	WALL + WATER	85607804	Apr-25-2012	Pending		25
Gilt Groupe, Inc.	USA	RUSSELL °PARK°	85609029	Apr-26-2012	Pending		25

OWNER	COUNTRY	TRADEMARK	APPLICATION NO.	APPLICATION DATE	REGISTRATION NO.	REGISTRATION DATE	CLASSES
Gilt Groupe, Inc.	USA	PARK & BOND	85620269	May-9-2012	Pending		25
Gilt Groupe, Inc.	USA	GILT	85620298	May-9-2012	Pending		25
Gilt Groupe, Inc.	USA	EDEN & ESME	85640660	Jun-1-2012	Pending		25
Gilt Groupe, Inc.	USA	DARTMOOR	85654269	Jun-18-2012	Pending		25
Gilt Groupe, Inc.	USA	KAMI MATERNITY	85655812	Jun-19-2012	Pending		25
Gilt Travel, Inc.	Canada	JETSETTER	1556542	Dec-15-2011	Pending		
Gilt Travel, Inc.	China	 JETSETTER	9622635	Jun-21-2011	9622635	Jul-21-2012 (eff.)	39
Gilt Travel, Inc.	China	 JETSETTER	9622656	Jun-21-2011	9622616	Jul-21-2012 (eff.)	41
Gilt Travel, Inc.	China	 JETSETTER	9622697	Jun-21-2011	9622697	Jul-21-2012 (eff.)	43
Gilt Travel, Inc.	CTM	 JETSETTER	10038693	Jun-10-2011	10038693	Nov-9-2011	39, 41, 43


OWNER	COUNTRY	TRADEMARK	APPLICATION NO.	APPLICATION DATE	REGISTRATION NO.	REGISTRATION DATE	CLASSES
Gilt Travel, Inc.	Hong Kong		301951263	Jun-21-2011	301951263	Jun-21-2011	39, 41, 43
Gilt Travel, Inc.	USA	JETSETTER	77786086	Jul-21-2009	3958544	May-10-2011	39, 41, 43
Gilt Travel, Inc.	USA	JETSET HOMES	85367555	Jul-11-2011	4108402	Mar-06-2012	43
Gilt Travel, Inc.	USA	JETSETTER HOMES	85421555	Sep-13-2011	4105707	Feb-28-2012	43
Gilt Travel, Inc.	USA	GILT TRAVEL	85620301	May-9-2012			39
Gilt Travel, Inc.	USA	GILT TRAVEL	85620300	May-9-2012			41
Gilt Travel, Inc.	USA	GILT TRAVEL	85620299	May-9-2012			43

EXHIBIT D

Mask Works

None.