

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Gilt Groupe, Inc.		06/29/2012	CORPORATION: DELAWARE
Gilt City, Inc.		06/29/2012	CORPORATION: DELAWARE
Gilt Travel, Inc.		06/29/2012	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Pinnacle Ventures, L.L.C.
<b>Street Address:</b>	1600 El Camino Real
<b>City:</b>	Menlo Park
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94025
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 55**

Property Type	Number	Word Mark
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
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
Serial Number:	85104903	GILT MANUAL

**TRADEMARK**

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
Serial Number:	85278937	GILT NOIR
Serial Number:	85271939	GILT
Serial Number:	85315333	PARK & BOND
Serial Number:	85255293	GILT TASTE
Serial Number:	85526703	MONCOLLET
Serial Number:	85545485	EIGHTEEN68
Serial Number:	85549380	WYTHE NY
Serial Number:	85562672	TAILOR + SHOD
Serial Number:	85567289	ELORIE
Serial Number:	85607799	WINGTIP CLOTHIERS
Serial Number:	85607811	CLAPHAM
Serial Number:	85607804	WALL + WATER
Serial Number:	85609029	RUSSELL PARK
Serial Number:	85620269	PARK & BOND
Serial Number:	85607807	WINGTIP CLOTHIERS
Serial Number:	85620298	GILT
Serial Number:	85640660	EDEN & ESME
Serial Number:	85654269	DARTMOOR

	85655812	KAMI MATERNITY
Registration Number:	3958544	JETSETTER
Serial Number:	85367555	JETSET HOMES
Serial Number:	85421555	JETSETTER HOMES
Serial Number:	85620301	GILT TRAVEL
Serial Number:	85620300	GILT TRAVEL
Serial Number:	85620299	GILT TRAVEL

**CORRESPONDENCE DATA**

Fax Number: 6504936811  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 650-496-7543  
Email: nbouch@wsgr.com  
Correspondent Name: WSGR, c/o Nancy Bouch, Senior Paralegal  
Address Line 1: 650 Page Mill Road  
Address Line 2: FH 2-1 P10  
Address Line 4: Palo Alto, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER:	30897.063
NAME OF SUBMITTER:	Nancy Bouch
Signature:	/s/Nancy Bouch
Date:	06/29/2012

**Total Attachments: 16**

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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of June 29, 2012, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Pinnacle Ventures, L.L.C., as agent (in such capacity, "Agent") for Lenders (as defined in the Amended Loan Agreement referred to below).

**RECITALS**

A. Pursuant to the Amended and Restated Loan and Security Agreement, dated as of June 29, 2012 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Amended Loan Agreement"), by and among Gilt Groupe, Inc., a Delaware corporation ("Borrower"), the other Loan Parties, Agent and Lenders from time to time party thereto, Agent and Lenders have agreed to make certain financial accommodations to Borrower upon the terms and subject to the conditions set forth therein.

B. Pursuant to the Amended Loan Agreement, each Grantor has granted to Agent (for the benefit of Agent and Lenders) a Lien upon all the present and future rights, title, and interest that such Grantor may now have or hereafter acquire in all Patents, Trademarks, Copyrights, Patent Licenses, Trademark Licenses, Copyright Licenses, and applications for Patents, Trademarks and Copyrights.

**AGREEMENT**

NOW, THEREFORE, in consideration of the premises and to induce Agent and Lenders to continue to make financial accommodations under the Amended Loan Agreement, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Amended Loan Agreement.

Section 2. Grant of Security Interest in Intellectual Property Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of Agent and Lenders, and grants to Agent, for the benefit of Agent and Lenders, a Lien on all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Intellectual Property Collateral"):

(a) all of its Copyrights providing for grant by or to such Grantor of any right under any Copyright, including, without limitation, those referred to on Schedule 1 hereto, together with all renewals, reversions and extensions thereof;

(b) all of its Patents providing for grant by or to such Grantor of any right under any Patent, including, without limitation, those referred to on Schedule 1 hereto, 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 its Trademarks providing for grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto, together with all renewals and extensions thereof, and all goodwill of the business connected 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.

Section 3.      Amended Loan Agreement. The Lien granted pursuant to this Intellectual Property Security Agreement is granted in conjunction with the Lien granted to Agent pursuant to the Amended Loan Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the Lien in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Amended Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4.      Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Intellectual Property and Licenses subject to a Lien hereunder.

Section 5.      Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.


Section 6.      Governing Law. This Intellectual Property Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of California.

*[signature pages follow]*

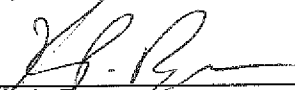
IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**“Grantors”**


GILT GROUPE, INC.

By:   
Name: Kevin Ryan  
Title: President and CEO

GILT CITY, INC.

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

GILT TRAVEL, INC.

By:   
Name: Kevin Ryan  
Title: President and CEO

ACCEPTED AND AGREED  
as of the date first above written:

**“Agent”**

PINNACLE VENTURES, L.L.C.

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

IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

"Grantors"

GILT GROUPE, INC.

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

GILT CITY, INC.

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

GILT TRAVEL, INC.

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

ACCEPTED AND AGREED  
as of the date first above written:

"Agent"

PINNACLE VENTURES, L.L.C.

By: Robert N. Savoie  
Name: Robert N. Savoie  
Title: Chief Operating Officer

SCHEDULE I  
TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Intellectual Property Registrations

1. REGISTERED COPYRIGHTS

None.

2. COPYRIGHT APPLICATIONS

None.

3. REGISTERED PATENTS

None.

4. PATENT APPLICATIONS

None.

5. REGISTERED TRADEMARKS

See attached.

6. TRADEMARK APPLICATIONS


See attached.



OWNER	COUNTRY	TRADEMARK	APPLICATION NO.	APPLICATION DATE	REGISTRATION NO.	REGISTRATION DATE	CLASSES
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
Gilt City, Inc.	USA	LOVE YOUR CITY MORE	85639384	May-31-2012	Pending		35
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
Gilt Groupe, Inc.	Canada	GILT GROUPE	1491422	Aug-6-2010	820649	Mar-26-2012	Services

OWNER	COUNTRY	TRADEMARK	APPLICATION NO.	APPLICATION DATE	REGISTRATION NO.	REGISTRATION DATE	CLASSES
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
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

OWNER	COUNTRY	TRADEMARK	APPLICATION NO.	APPLICATION DATE	REGISTRATION NO.	REGISTRATION DATE	CLASSES
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
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

OWNER	COUNTRY	TRADEMARK	APPLICATION NO.	APPLICATION DATE	REGISTRATION NO.	REGISTRATION DATE	CLASSES
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
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

OWNER	COUNTRY	TRADEMARK	APPLICATION NO.	APPLICATION DATE	REGISTRATION NO.	REGISTRATION DATE	CLASSES
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
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

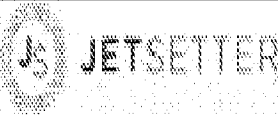
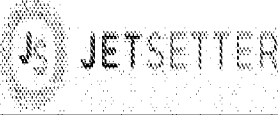

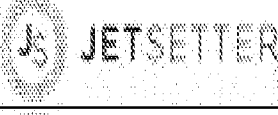
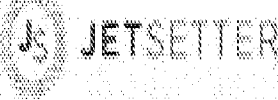
OWNER	COUNTRY	TRADEMARK	APPLICATION NO.	APPLICATION DATE	REGISTRATION NO.	REGISTRATION DATE	CLASSES
Gilt Groupe, Inc.	USA	ALEX + ALEX	85422536	Sep-14-2011	Pending		25
Gilt Groupe, Inc.	USA	BARROW & GROVE	85389885	Aug-4-2011	Pending		25
Gilt Groupe, Inc.	USA	ZOE & SAM	85445059	Oct-12-2011	Pending		25
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	85476489	Nov-18-2011	Pending		14
Gilt Groupe, Inc.	USA	BEST SOCIETY	85476481	Nov-18-2011	Pending		14

OWNER	COUNTRY	TRADEMARK	APPLICATION NO.	APPLICATION DATE	REGISTRATION NO.	REGISTRATION DATE	CLASSES
Gilt Groupe, Inc.	USA	GILT MAN	85474959	Nov-17-2011	Pending		18
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
Gilt Groupe, Inc.	USA	TAILOR + SHOD	85562672	Mar-7-2012	Pending		25



OWNER	COUNTRY	TRADEMARK	APPLICATION NO.	APPLICATION DATE	REGISTRATION NO.	REGISTRATION DATE	CLASSES
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
Gilt Groupe, Inc.	USA	PARK & BOND	85620269	May-9-2012	Pending		25

OWNER	COUNTRY	TRADEMARK	APPLICATION NO.	APPLICATION DATE	REGISTRATION NO.	REGISTRATION DATE	CLASSES
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
Gilt Travel, Inc.	Hong Kong	 JETSETTER	301951263	Jun-21-2011	301951263	Jun-21-2011	39, 41, 43

OWNER	COUNTRY	TRADEMARK	APPLICATION NO.	APPLICATION DATE	REGISTRATION NO.	REGISTRATION DATE	CLASSES
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