

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																					
NATURE OF CONVEYANCE:	SECURITY INTEREST																					
CONVEYING PARTY DATA																						
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>Gilt Global Trading &amp; Procurement Company Limited</td> <td></td> <td>06/29/2012</td> <td>COMPANY: IRELAND</td> </tr> <tr> <td>Gilt City Limited</td> <td></td> <td>06/29/2012</td> <td>COMPANY: IRELAND</td> </tr> <tr> <td>Gilt Credit Company Limited</td> <td></td> <td>06/29/2012</td> <td>COMPANY: IRELAND</td> </tr> </tbody> </table>		Name	Formerly	Execution Date	Entity Type	Gilt Global Trading & Procurement Company Limited		06/29/2012	COMPANY: IRELAND	Gilt City Limited		06/29/2012	COMPANY: IRELAND	Gilt Credit Company Limited		06/29/2012	COMPANY: IRELAND					
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Gilt Credit Company Limited		06/29/2012	COMPANY: IRELAND																			
RECEIVING PARTY DATA																						
Name:	Pinnacle Ventures, L.L.C.																					
Street Address:	1600 El Camino Real																					
City:	Menlo Park																					
State/Country:	CALIFORNIA																					
Postal Code:	94025																					
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE																					
PROPERTY NUMBERS Total: 6																						
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> <th>Word Mark</th> </tr> </thead> <tbody> <tr> <td>Registration Number:</td> <td>3944992</td> <td>BUYWITHME</td> </tr> <tr> <td>Registration Number:</td> <td>3845298</td> <td>BUYWITHME</td> </tr> <tr> <td>Registration Number:</td> <td>3933501</td> <td>LET'S GET IT, TOGETHER</td> </tr> <tr> <td>Registration Number:</td> <td>4062902</td> <td>BUYWITHTHREE</td> </tr> <tr> <td>Registration Number:</td> <td>3366517</td> <td>DECORATI</td> </tr> <tr> <td>Registration Number:</td> <td>3978490</td> <td>DECORATI</td> </tr> </tbody> </table>		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:	3366517	DECORATI	Registration Number:	3978490	DECORATI
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Registration Number:	3978490	DECORATI																				
CORRESPONDENCE DATA																						
Fax Number:	6504936811																					
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>																						
Phone:	650-496-7543																					
Email:	nbouch@wsgr.com																					
Correspondent Name:	WSGR, c/o Nancy Bouch, Senior Paralegal																					

CH \$165.00 3944992

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: 6  
source=Pinnacle - Gilt - 2012 IP Security Agreement -Irish#page1.tif  
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source=Pinnacle - Gilt - 2012 IP Security Agreement -Irish#page6.tif

**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.

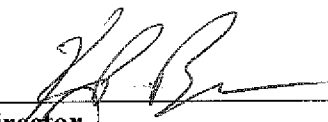
Section 6.      Governing Law. This Intellectual Property Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of California.


*[signature pages follow]*

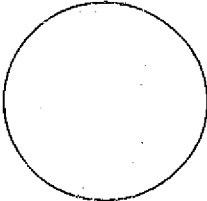
IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**"Grantors"**

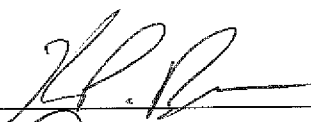
**PRESENT** when the Common Seal of  
**GILT GLOBAL TRADING &  
PROCUREMENT COMPANY LIMITED**  
was affixed hereto and this deed  
was delivered:

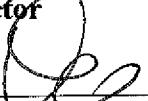
  
\_\_\_\_\_  
**Director**

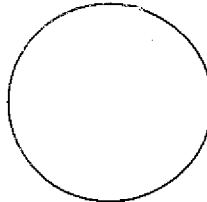
  
\_\_\_\_\_  
**Director / Secretary**



**PRESENT** when the Common Seal of  
**GILT CITY LIMITED**  
was affixed hereto and this deed  
was delivered:

  
\_\_\_\_\_  
**Director**

  
\_\_\_\_\_  
**Director / Secretary**



ACCEPTED AND AGREED  
as of the date first above written:

**"Agent"**

PINNACLE VENTURES, L.L.C.

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

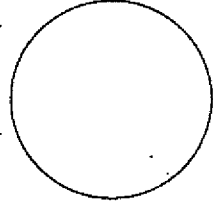
IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

"Grantors"

PRESENT when the Common Seal of  
**GILT GLOBAL TRADING &  
PROCUREMENT COMPANY LIMITED**  
was affixed hereto and this deed  
was delivered:

\_\_\_\_\_  
Director

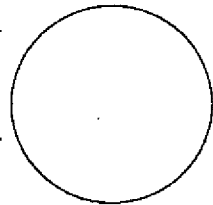
\_\_\_\_\_  
Director / Secretary



PRESENT when the Common Seal of  
**GILT CITY LIMITED**  
was affixed hereto and this deed  
was delivered:

\_\_\_\_\_  
Director

\_\_\_\_\_  
Director / Secretary



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*

[Signature Page to Intellectual Property Security Agreement]

**TRADEMARK**  
**REEL: 004812 FRAME: 0128**

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.

	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 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	77510369	Jun-27-2008	3978490	Jun-14-2011	35, 38, 41, 42