

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)/Execution Date(s):GILT GLOBAL TRADING & PROCUREMENT COMPANY

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation
 Unlimited Company

Citizenship: IrelandExecution Date(s) July 12, 2013Additional names of conveying parties attached? Yes No**2. Name and address of receiving party(ies)** Yes No

Additional names, addresses, or citizenship attached?

Name: GOLDMAN SACHS BANK USAInternal
Address:Street Address: 200 West StreetCity: New YorkState: NYCountry: USAZip: 10282

- National Banking Association Citizenship:
 General Partnership Citizenship:
 Limited Partnership Citizenship:
 Corporation Citizenship:
 Chartered Bank Citizenship: New York

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)

3. Nature of conveyance:

- Assignment Merger
 Security Agreement Change of Name
 Other

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

A. Trademark Application No.(s) See Attached Schedule A

B. Trademark Registration No.(s) See Attached Schedule A

Additional sheet(s) attached?

 Yes No

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: Susan O'BrienInternal Address: CT Lien SolutionsStreet Address: 187 Wolf Road, Suite 101City: AlbanyState: NYZip: 12205Phone Number: 800-342-3676Fax Number: 800-962-7049Email Address: cls-udsalban@wolterskluwer.com**6. Total number of applications and registrations involved: 71****7. Total fee (37 CFR 2.6(b)(8) & 3.41) \$ 1790.00** Authorized to be charged by credit card Authorized to be charged to deposit account Enclosed**8. Payment Information:**

a. Credit Card

Last 4 Numbers 1868Expiration Date 06/15

b. Deposit Account Number

Authorized User Name:

9. Signature:


Signature

Kareem Ansley
Name of Person Signing

July 15, 2013

Date

Total number of pages including cover sheet, attachments, and document: 13

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$1790.00 85639384

THIS IS A CONTINUATION OF THE INFORMATION IN ITEM NO. 1.

Names and citizenships of additional conveying parties:

Company	Citizenship
GILT CITY	Irish unlimited company
GILT GROUPE, INC.	Delaware corporation
GILT CITY, INC.	Delaware corporation

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Owner	Trademark	Country	Class	Application Date	Application No.	Registration Date	Registration No.
US TRADEMARKS							
Gilt City	BUYWITHME	USA	16	Apr 27 2009	77722987	Apr 12 2011	3944992
Gilt City	BUYWITHME	USA	9, 35	Apr 27 2009	77979227	Sep 7 2010	3845298
Gilt City	BUYWITHTHREE	USA	35	Apr 15 2011	85296342	Nov 29 2011	4062902
Gilt City	LETS GET IT TOGETHER	USA	35	Jan 21 2010	77916976	Mar 22 2011	3933501
Gilt City, Inc.	CITY UNLISTED	USA	41	May 4 2011	85311675	Mar 6 2012	4110262
Gilt City, Inc.	CITY UNLISTED	USA	43	Sep 14 2011	85422070	May 15 2012	4142146
Gilt City, Inc.	GILT CITY	USA	35	May 12 2011	85319108	May 29 2012	4151528
Gilt City, Inc.	LOVE YOUR CITY MORE	USA	35	May 31 2012	85639384		
Gilt City, Inc.	THE INDEX	USA	35	Jul 11 2011	85367562	Dec 20 2011	4074349
Gilt Groupe, Inc.	ALEX + ALEX	USA	25	Sep 14 2011	85422536	Apr 2 2013	4313941
Gilt Groupe, Inc.	ATWELL	USA	25	Aug 17 2012	85706205		
Gilt Groupe, Inc.	AVA & AIDEN	USA	25	Oct 14 2011	85447405		
Gilt Groupe, Inc.	AVALEIGH	USA	25	Nov 16 2011	85474000		
Gilt Groupe, Inc.	BARROW & GROVE	USA	25	Aug 4 2011	85389885	Apr 2 2013	4313852
Gilt Groupe, Inc.	BEST SOCIETY	USA	25	Nov 28 2011	85481508	Jun 4 2013	4347511
Gilt Groupe, Inc.	CLAPHAM	USA	25	Apr 25 2012	85607811		
Gilt Groupe, Inc.	DARTMOOR	USA	25	Jun 18 2012	85654269		

Owner	Trademark	Country	Class	Application Date	Application No.	Registration Date	Registration No.
Gilt Groupe, Inc.	DECK DEPARTMENT	USA	25	Oct 1 2012	85742511		
Gilt Groupe, Inc.	EDEN & ESME	USA	25	Jun 1 2012	85640660		
Gilt Groupe, Inc.	EIGHTEEN68	USA	25	Feb 17 2012	85545485		
Gilt Groupe, Inc.	ELORIE	USA	18, 25	Mar 12 2012	85567289		
Gilt Groupe, Inc.	FIRTH	USA	25	Nov 16 2011	85473693	Jun 11 2013	4350963
Gilt Groupe, Inc.	GEMMA CRUS	USA	14	Nov 18 2011	85476469	May 14 2013	4335758
Gilt Groupe, Inc.	GILT	USA	35	Mar 21 2011	85271939	Dec 20 2011	4073370
Gilt Groupe, Inc.	GILT	USA	25	May 9 2012	85620298		
Gilt Groupe, Inc.	GILT FREEFALL	USA	35	Dec 3 2012	85792774		
Gilt Groupe, Inc.	GILT GROUPE	USA	35	Sep 5 2007	77271728	Sep 8 2009	3680404
Gilt Groupe, Inc.	GILT INSIDER	USA	35	Aug 31 2012	85718484	Mar 12 2013	4302871
Gilt Groupe, Inc.	GILT MAN	USA	35	Oct 7 2009	77843981	Feb 15 2011	3920768
Gilt Groupe, Inc.		USA	35	Oct 7 2009	77843986	Jul 19 2011	3998817
Gilt Groupe, Inc.	GILT MANUAL	USA	35	Aug 11 2010	85104903	May 24 2011	3967967
Gilt Groupe, Inc.	GILT NOIR	USA	35	Mar 28 2011	85278937	Dec 20 2011	4073413
Gilt Groupe, Inc.	GILT TASTE	USA	35	Mar 2 2011	85255293	Dec 27 2011	4076359
Gilt Groupe, Inc.	GILT TRAVEL	USA	43	May 9 2012	85620299		
Gilt Groupe, Inc.	GILT TRAVEL	USA	41	May 9 2012	85620300		

Owner	Trademark	Country	Class	Application Date	Application No.	Registration Date	Registration No.
Gilt Groupe, Inc.	GILT TRAVEL	USA	39	May 9 2012	85620301		
Gilt Groupe, Inc.	HOOK & ECHO	USA	25	Oct 1 2012	85742510		
Gilt Groupe, Inc.	HILTON ENGINEERING	USA	25	Dec 7 2012	85797548		
Gilt Groupe, Inc.	KAMI MATERNITY	USA	25	Jun 19 2012	85655812		
Gilt Groupe, Inc.	KNK	USA	18	Oct 3 2011	85438262	Apr 23 2013	4325202
Gilt Groupe, Inc.	KNK	USA	9	Oct 3 2011	85438263	Apr 30 2013	4328996
Gilt Groupe, Inc.	L'ENFANT LUNE	USA	25	Oct 3 2012	85744850		
Gilt Groupe, Inc.	LITTLE GILT	USA	25	Jul 28 2011	85383073		
Gilt Groupe, Inc.	LITTLE GILT	USA	24	Aug 2 2011	85387019		
Gilt Groupe, Inc.	LITTLE INSPIRATIONS	USA	35, 42	Sep 4 2012	85719670		
Gilt Groupe, Inc.	MAIDEN LANE	USA	25	Nov 16 2011	85473735	Mar 5 2013	4299048
Gilt Groupe, Inc.	MARABELLE	USA	25	Jan 28 2013	85833536		
Gilt Groupe, Inc.	MCCARREN & SONS	USA	25	Oct 1 2012	85742521		
Gilt Groupe, Inc.	MILLBURN CO.	USA	25	Apr 12 2013	85902753		
Gilt Groupe, Inc.	MILLBURN CO.	USA	18	Apr 17 2013	85906473		
Gilt Groupe, Inc.	MONCOLLET	USA	25	Jan 27 2012	85526703	May 14 2013	4335906
Gilt Groupe, Inc.	NEAR NORTH CLOTHIERS	USA	25	Apr 17 2013	85906466		
Gilt Groupe, Inc.	NICK POINT	USA	9	Aug 14 2012	85702857		
Gilt Groupe, Inc.	NICK POINT	USA	18	Aug 14 2012	85702861		

Owner	Trademark	Country	Class	Application Date	Application No.	Registration Date	Registration No.
Gilt Groupe, Inc.	NICK POINT	USA	25	Aug 14 2012	85702862		
Gilt Groupe, Inc.	PARK & BOND	USA	45	May 9 2011	85315333	Apr 10 2012	4126860
Gilt Groupe, Inc.	PARK & BOND	USA	25	May 9 2012	85620269		
Gilt Groupe, Inc.	PETITS MARCHEURS	USA	25	Apr 2 2013	85892481		
Gilt Groupe, Inc.	POINTS, PERKS, PRESTIGE.	USA	35	Jun 13 2013	85958695		
Gilt Groupe, Inc.	RENVY	USA	25	Oct 12 2011	85445065		
Gilt Groupe, Inc.		USA	25	Apr 26 2012	85609029		
Gilt Groupe, Inc.	SCOUT & ADLER	USA	25	Aug 8 2012	85698101		
Gilt Groupe, Inc.		USA	35	Jan 22 2010	77917880	Mar 29 2011	3938921
Gilt Groupe, Inc.	SHORE LEAVE	USA	18	Oct 1 2012	85742505		
Gilt Groupe, Inc.	SHORE LEAVE	USA	25	Oct 1 2012	85742508		
Gilt Groupe, Inc.	THAT'S A GOOD LOOK	USA	35	Oct 24 2012	85762514		
Gilt Groupe, Inc.	WALL + WATER	USA	25	Apr 25 2012	85607804	May 21 2013	4339890
Gilt Groupe, Inc.	WYTHE NY	USA	25	Feb 22 2012	85549380	May 21 2013	4339712
Gilt Groupe, Inc.	ZOE & SAM	USA	25	Oct 12 2011	85445059	Jun 11 2013	4350915
Gilt Global Trading & Procurement Company	DECORATI	USA	35	Jan 25 2007	77091286	Jan 8 2008	3366517
Gilt Global Trading & Procurement Company	DECORATI	USA	35, 38, 41, 42	Jun 27 2008	77510369	Jun 14 2011	3978490
FOREIGN TRADEMARKS							
Gilt Groupe, Inc.	GILT	Australia	35	Jan 20 2012	1466181	Sep 5 2012	1466181
Gilt Groupe, Inc.	GILT GROUPE	Australia	35	Aug 6 2010	1376392	Apr 4 2011	1376392

Owner	Trademark	Country	Class	Application Date	Application No.	Registration Date	Registration No.
Gilt Groupe, Inc.	GILT	Canada	N/A	Dec 15 2011	1556544	Mar 25 2013	846958
Gilt Groupe, Inc.	GILT GROUPE	Canada	N/A	Aug 6 2010	1491422	Mar 26 2012	820649
Gilt Groupe, Inc.	GILT	China	25	Apr 5 2012	10724110		
Gilt Groupe, Inc.	GILT	China	35	Apr 5 2012	10724111		
Gilt Groupe, Inc.	GILT GROUPE	China	35	Aug 16 2010	8575197		
Gilt Groupe, Inc.	GILT	China	14, 18, 24	6/6/2013 - Outside counsel confirmed that application has been filed; filing details (including application number) could take up to several months to obtain.			
Gilt Groupe, Inc.	GILT in Chinese characters	China	25, 35	6/6/2013 - Outside counsel confirmed that application has been filed; filing details (including application number) could take up to several months to obtain.			
Gilt Groupe, Inc.	GILT	CTM	25, 35, 41	Jan 6 2012	010545291	May 11 2011	010545291
Gilt Groupe, Inc.	GILT GROUPE	CTM	35	Aug 6 2010	009301052	Jan 21 2011	009301052
Gilt Global Trading & Procurement Company	DECORATI	CTM	9, 16, 35, 38, 41, 42	Oct 13 2008	007310221	Feb 17 2010	007310221
Gilt Groupe, Inc.	GILT	Hong Kong	25, 35	Mar 7 2012	302183193		
Gilt Groupe, Inc.	GILT	Hong Kong	14, 18, 24	May 31 2013	302626308		
Gilt Groupe, Inc.	鍍金 鍍金 (GILT in Chinese characters, complex & simplified scripts, series of 2)	Hong Kong	25, 35	May 31 2013	302626290		
Gilt Groupe, Inc.	GILT GROUPE	India	35	Aug 10 2010	2006755		
Gilt Groupe, Inc.	GILT ギルト	Japan	35	Feb 18 2011	2011-11146	Nov 4 2011	5448169
Gilt Groupe, Inc.	GILT GROUPE	Japan	35	Sep 1 2008	2008-071798	Apr 16 2010	5316904
Gilt Groupe, Inc.	GILT	Mexico	25	May 2 2013	1370069		
Gilt Groupe, Inc.	GILT	Mexico	35	May 2 2013	1370072		

Owner	Trademark	Country	Class	Application Date	Application No.	Registration Date	Registration No.
Gilt Groupe, Inc.	GILT GROUPE	Mexico	35	Aug 5 2010	1110121	Apr 28 2011	1214493
Gilt Groupe, Inc.	GILT	Republic of Korea	35	May 22 2013	41201319890		
Gilt Groupe, Inc.	GILT GROUPE	Republic of Korea	35	Aug 9 2010	41201020263	Nov 9 2011	220807
Gilt Groupe, Inc.	GILT	Russian Federation	25, 35	May 13 2013	2013715679		
Gilt Groupe, Inc.	GILT GROUPE	Russian Federation	35	Aug 6 2010	2010725558	Jun 29 2011	440071
Gilt Groupe, Inc.	ГИЛТ (GILT in Cyrillic)	Russian Federation	25, 35	May 13 2013	2013715675		
Gilt Groupe, Inc.	GILT	Singapore	35	Jun 5 2013	T1308933F		
Gilt Groupe, Inc.	GILT GROUPE	Taiwan	35	Nov 9 2010	099055644	Nov 16 2011	01485817
Gilt Global Trading & Procurement Company	DECORATI	United Kingdom	9, 16, 35, 38, 41, 42	Oct 21 2008	2500522	Oct 21 2008	2500522

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of July 12, 2013 (as it may be amended, restated, supplemented or otherwise modified from time to time, this "**Agreement**"), is made by the entities identified as grantors on the signature pages hereto (collectively, the "**Grantors**") in favor of **GOLDMAN SACHS BANK USA**, as administrative agent and collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the "**Administrative Agent**").

WHEREAS, the Grantors are party to a Pledge and Security Agreement dated as of July 12, 2013 (the "**Pledge and Security Agreement**") between each of the Grantors and the other grantors party thereto and Administrative Agent pursuant to which the Grantors granted a security interest to Administrative Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with Administrative Agent as follows:

SECTION 1. Defined Terms

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security. Each Grantor hereby grants to Administrative Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the "**Trademark Collateral**");

all United States, and foreign trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing: (a) all registrations and applications therefor including, without limitation, the registrations and applications listed or required to be listed in Schedule A attached hereto, (b) all extensions or renewals of any of the foregoing, (c) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (d) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (e) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, and (f) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the

Trademark Security Agreement

grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Administrative Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

SECTION 5. Counterparts

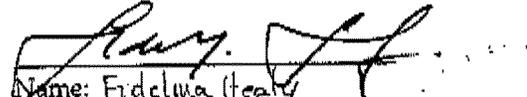
This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

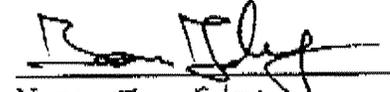
[Remainder of page intentionally left blank]

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

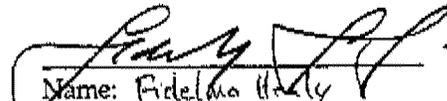
GRANTORS:

Present when the common seal of
**GILT GLOBAL TRADING &
PROCUREMENT COMPANY**
was affixed hereto:


Name: Fidelma Healy
Title: Director


Name: Tom Foley
Title: Director/Secretary

Present when the common seal of
GILT CITY
was affixed hereto:


Name: Fidelma Healy
Title: Director


Name: Tom Foley
Title: Director/Secretary

[Signatures continue on following page]

Trademark Security Agreement

[Signatures continued from previous page]

GILT GROUPE, INC.

By: [Signature]
Name: Tom Sansone
Title: Treasurer

STATE OF New York)
)
COUNTY OF New York) ss.

On this 11th day of July, 2013 before me personally appeared Tom Sansone, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Gilt Groupe, Inc., who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.

[Signature]
Notary Public
LAUREN VENEZIA
NOTARY PUBLIC-STATE OF NEW YORK
No. D1VE6116130
Qualified in New York County
My Commission Expires September 20, 2016

GILT CITY, INC.

By: [Signature]
Name: Tom Sansone
Title: Treasurer

STATE OF New York)
)
COUNTY OF New York) ss.

On this 11th day of July, 2013 before me personally appeared Tom Sansone, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Gilt City, Inc., who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.

[Signature]
Notary Public
LAUREN VENEZIA
NOTARY PUBLIC-STATE OF NEW YORK
No. D1VE6116130
Qualified in New York County
My Commission Expires September 20, 2016
Trademark Security Agreement

Accepted and Agreed:

GOLDMAN SACHS BANK USA, as Administrative Agent

By: Charles D. Johnston
Name: CHARLES D. JOHNSTON
Title: Authorized Signatory

Trademark Security Agreement